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**MANCHESTER TOWNSHIP
COUNCIL MEETING AGENDA
MARCH 9, 2026
6:00 PM**

- 1. CALL TO ORDER**
- 2. STATEMENT**

Adequate notice of this meeting was provided in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was advertised in the Asbury Park Press, Star Ledger and was posted in the lobby of the municipal building.

- 3. FLAG SALUTE**
- 4. ROLL CALL**
- 5. APPOINTMENT AND SWEARING IN**

#26-131 Appointing Rachel V. Morris to fill the position of a Full Time Special Law Enforcement Officer Class II to the Division of Police in the Township of Manchester

- 6. PROCLAMATIONS**

Recognizing Public Works Professionals as First Responders

St. Elizabeth Ann Seton – 50th Anniversary

- 7. APPROVAL OF MINUTES**

Regular and Executive Minutes – February 9, 2026

- 8. SUBMISSION OF BILLS**

#26-132 Current Fund

#26-133 Utility Fund – ESA

#26-134 Utility Fund – WSA

- 9. ORDINANCES - Second Reading, Public Hearing and Final Action**

#26-9 Repealing Ordinance #24-40 in its Entirety

#26-12 Amending and Supplementing Chapter 7 of the Township Code Entitled

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"Traffic" Amending Section 7-14.1 Entitled "Parking Prohibitions"

#26-13 Amending the Salary Ranges and Positions of Bargaining and Non-Bargaining Unit Employees

#26-14 Amending and Supplementing Chapter 160 of the Township Code, Entitled "Fees" to Amend Article X Entitled "Marriages and Civil Unions"

10. ORDINANCES – First Reading & Introduction

#26-15 A Bond Ordinance Providing for Water Utility Improvements to the WSA , Including the Replacement of Well #10 and Decommissioning of the Existing Well, Appropriating \$2,142,000 therefor and Authorizing the Issuance of \$2,142,000 Bonds and Notes to Finance a Portion of the Costs Thereof

#26-16 A Bond Ordinance Providing for Water Utility Improvements to the ESA, Including the Route 70 Water Main Extension Project, Appropriating \$2,565,400 Therefor and Authorizing the Issuance of \$2,565,400 Bonds and Notes to Finance a Portion of the Costs Thereof

#26-17 Amending and Supplementing Certain Sections of Chapter 430 of the Township Code. Entitled Water and Sewer. Article 1 – Water Connections, Section 430-1 Water Connection Required and Section 430-4 Failure to Connect, Delinquent Notice

#26-18 Authorizing the Vacation of Portions of Weston Avenue, Madison Avenue, Jackson Avenue and Manchester Avenue

#26-19 Authorizing the Vacation of Blanche Avenue, Cleveland Avenue and Evelyn Street

#26-20 Ordinance for the Calendar Year 2026, to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank Pursuant to N.J.S.A. 40A 4-45.14

#26-21 Adopting Portions of the General Reexamination of the Master Plan Revising Definitions Pertaining to Cluster Development

#26-22 Amending Chapter 245, Article XI, Sections 245-90 through 245-98

#26-23 Amending Chapter 245 Entitled "Land Use and Development

#26-24 Amending and Supplementing Various Sections of Chapter 245, Entitled "Land Use and Development" Section 245-68 Entitled "Garden Apartments" and Section 245-74 Entitled "Townhomes"

#26-25 Adopting Portions of the General Reexamination of the Master Plan Revising Various Sections of Chapter 245 of the Township Code Entitled "Land Use and Development" Section 245-23 "Zoning Districts"

11. RESOLUTIONS: CONSENT AGENDA

The items listed below are considered to be routine by the Township of Manchester and will be enacted by one motion. There will be no formal discussion of these items. If discussion is desired, this item will be removed from the Consent Agenda and will be considered separately.

A. PURCHASING

#26-135 Authorizing the Execution of a Contract Award to Jerry's Autobody for BID #24R-05 – Towing and Auto Repair Bid

#26-136 Extending Contract of Bid 24-09 to Crest Construction Group for Emergency Contracting Services

B. BONDS/ESCROWS

#26-137 Releasing escrow posted for Block 1.223/Lot 11 – 1508 Commonwealth Boulevard

#26-138 Releasing Escrow Posted for Block 41.09 Lot 8 – 464 Commonwealth Blvd.

C. FINANCE

#26-139 Approving the Refunds Requested by the Tax Collector

#26-140 Authorizing Emergency Temporary Appropriations for the Calendar Year 2026

#26-141 Authorizing Health Savings Account and Flexible Spending Account Management to Ameriflex

#26-142 Authorizing the Municipal Clerk to Execute Two New Jersey State Fireman's Association Membership Applications

#26-143 Establishing Certain Fees for Spring/Summer Recreation Programs.

#26-144 Increasing an existing change fund for the Municipal Clerk's Office

#26-145 Increasing an existing change fund for the Tax Collector's Officer

D. LEGISLATION

#26-146 Supporting S-2161 and A-1351 Increasing Conservation Pilot Fund Payments to Municipalities

E. CONTRACTS/AGREEMENTS

#26-147 Authorizing the Execution of a Contract between Manchester Township and Cassone Leasing, Inc.

#26-148 Authorizing the Execution of a Contract with Party Perfect.

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#26-149 Authorizing the processing of purchase orders and the execution of contracts when needed for trip reservations for campers and chaperones from Harry Wright Lake day camp.

#26-150 Authorizing the processing of purchase orders and the execution of contracts when needed, for Camp Adventure trip reservations

#26-151 Authorizing the Execution of a Rider to a Contract with Manchester 4 LLC

#26-152 Authorizing a Contract with Remington and Vernick Engineers for Engineering Services for Wells 1, 2, 3, 4 Watermain Extension, Well Replacement, and Treatment Plant Planning and Design Services

#26-153 Authorizing the Amendment and Execution of a Schedule "C" Agreement with Ocean County

F. MISCELLANEOUS

#26-154 Authorizing the Implementation and Expenditures for an Affordability Assistance Program

#26-155 Adopting the Affirmative Marketing Manuel Pursuant to Fourth Round Affordable Housing Compliance

#26-156 Adopting the Home Improvement Program Policies and Procedures Manuel Pursuant to Fourth Round Affordable Housing Compliance

#26-157 Adopting the Spending Plan Pursuant to Fourth Round Affordable Housing Compliance

#26-158 Resolution of Intent to Adopt Affordable Housing Enabling Ordinances after March 15, 2026

12. REPORTS

Council

Mayor

Administrator

13. PUBLIC COMMENT

14. EXECUTIVE SESSION

#26-159 Executive Session – Contract Negotiations

15. ADJOURNMENT

#26-131

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**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING RACHEL V. MORRIS TO FILL THE
POSITION OF A FULL TIME SPECIAL LAW ENFORCEMENT OFFICER
CLASS II TO THE DIVISION OF POLICE IN THE TOWNSHIP OF
MANCHESTER**

BE IT RESOLVED by the Township Council of the Township of Manchester,
County of Ocean, State of New Jersey, as follows:

1. That Rachel V. Morris is hereby appointed to the position of Special Law Enforcement Officer (SLEO) Class II in the Township of Manchester commencing March 9, 2026.
2. Be it further resolved that Rachel V. Morris has previously completed the New Jersey Police Training Commission Basic Course for Police Officers.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Mayor
 - B. Business Administrator
 - C. Chief of Police
 - D. Personnel Officer

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March, 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

26-132
March 9, 2026

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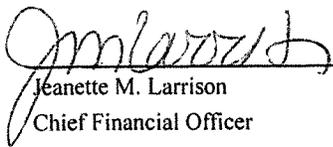
**RESOLUTION AUTHORIZING PAYMENT OF BILLS
MANCHESTER TOWNSHIP, NEW JERSEY**

BE IT RESOLVED by the Township Council of the Township of Manchester that the following bills on the list hereto be paid; the Chief Financial Officer is hereby authorized and directed to draw checks for the payment of same as and when funds are available.

SUMMARY

Current Fund	\$	20,914,011.61
Capital Fund	\$	194,277.11
Escrows	\$	56,021.05
Affordable Housing Trust Fund	\$	7,147.25
Animal Control Fund	\$	
Drug Enforcement Fund	\$	63,522.28
NJ Forfeiture	\$	3,415.00
N.J. Unemployment Trust	\$	17.32
Public Assistance Discretionary Trust	\$	
Public Assistance Trust Fund I	\$	
Municipal Alliance Discretionary Trust	\$	
Manchester Day Trust Fund	\$	8,250.00
Public Defender Trust Fund	\$	
Recreation Trust Fund	\$	
Reserve fo Snow Trust	\$	
Open Space Trust Fund	\$	264,970.00
Manchester - Lakehurst Borough Construction Code Fund	\$	
	\$	<u>21,511,631.62</u>

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Gieryk
Township Clerk

BILL LIST ADDENDUM

26-132

March 9, 2026

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Capital Fund

CURRENT FUND

Payroll week ending 3/13/26

Manchester Board of Ed	February 2026 Current and Debt Service	Wire	5,916,577.55
County of Ocean	2026 Quarter 1 Levy and Added/Omitted 2025	ACH	6,451,949.18
Cede Inc	Go Bond 2006/2015 Princ & Int Due 3/2	Wire	507,965.00
Manchester Board of Ed	March 2026 Current Expenses	Wire	4,835,773.31
NJ Solutions	March 2026 Medical	Wire	769,668.30
CMRS-FP	Replenish Postage	wire	5,000.00
			<u>\$ 18,486,933.34</u>

SPECIAL ESCROW TRUST FUND

Coronato Law	Various Developer Escrows	Chk#3269	2,052.00
Morgan Engineering LLC	Various Developer Escrows	Chk#3270	16,826.50
Morgan Engineering LLC	Various Developer Escrows	Chk#3275	21,827.80
Coronato Law	Various Developer Escrows	Chk#3276	3,996.00
Colliers Engineering & Design	Various Developer Escrows	Chk#3277	11,318.75
			<u>\$ 56,021.05</u>

OPEN SPACE

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Range of Checking Accts: 01 CURRENT to 01 CURRENT Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT		Current Fund Account		
77501	02/11/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10859
	26-00376	CURRENT PAY 4	954,342.18	
77502	02/12/26	NJMOT010 NJ MOTOR VEHICLE COMMISSION		10864
	V2600178	TITLE 2026 HARLEY DAVIDSON	60.00	
77503	02/12/26	NJMOT010 NJ MOTOR VEHICLE COMMISSION		10864
	V2600179	TITLE 2026 HARLEY DAVIDSON	60.00	
77504	02/18/26	HUNTE005 HUNTER JERSEY PETERBILT		10641 (Replacement of: 01 CURRENT 77096)
	25000026	REPAIR PARTS FOR PW -12	77.39	
77505	02/23/26	ALTER005 ALTERNATIVE MICROGRAPHICS INC		10889
	26-00082	67 boxes shredding/destruction	367.68	
77506	02/23/26	AMAZON01 AMAZON CAPITAL SERVICES INC		10889
	26-00065	Supply Order	539.96	
	26-00225	DP Boxes for storage room	87.62	
	26-00228	CAUTION TAPE	29.13	
	26-00240	office supplies	109.80	
	26-00244	Police Equipment Order	248.90	
	26-00254	vacaro ipad case	8.99	
	26-00256	ups for teri	45.45	
			<u>1,069.85</u>	
77507	02/23/26	AMERIO65 AMERICAN WEAR, INC.		10889
	26-00013	Uniform rental/cleaning 3 mon	56.29	
	26-00151	UNIFORMS FOR DPW CREW	1,958.50	
			<u>2,014.79</u>	
77508	02/23/26	ATLAN040 ATLANTIC TACTICAL OF NJ INC.		10889
	25001071	Streamlight	3,150.60	
77509	02/23/26	ATTMO005 AT&T MOBILITY		10889
	V2600225	PHONE SVC ACCT# 287322133210	8,725.35	
77510	02/23/26	AYERS005 AYERS DISTRIBUTING CO.		10889
	26-00024	Easter Egg Hunt Supplies	196.00	
77511	02/23/26	BLAZE005 BLAZE EMERGENCY EQUIP CO LLC		10889
	25001901	542 Ambulance Repairs	1,232.12	
	25002169	3301 Rear Valve Replacement	3,465.01	
	26-00014	Ambulance 545 Repair	143.50	
	26-00018	Ambulance 546 Repairs	3,837.48	
			<u>8,678.11</u>	
77512	02/23/26	BRADY005 BRADY & KUNZ		10889
	V2600212	LEGAL SERVICES TAX APPEALS	525.00	

Check #	Check Date	Vendor	Amount Paid	Reconciled/void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77513	02/23/26	CALLA005 CALLING ALL CREATURES			10889
		26-00168 K9 Buck visit	702.95		
77514	02/23/26	CAMPB020 CAMPBELL FREIGHTLINER, LLC			10889
		26-00074 Fuel Filters for PW-44	313.92		
77515	02/23/26	CAROL025 CAROL ORDEMANN			10889
		V2600207 RX REIMBURSEMENT	19.99		
77516	02/23/26	CEDAR005 CEDAR GLEN HOMES			10889
		V2501467 2024 MUNICIPAL SERVICES ACT	6,446.16		
77517	02/23/26	CEDAR015 CEDAR GLEN WEST, INC.			10889
		V2501469 2024 MUNICIPAL SERVICES ACT	6,025.47		
77518	02/23/26	CELEB005 CELEBRITY MOTORS OF TOMS RIVER			10889
		26-00077 Parts for PD-40	241.94		
		26-00078 Parts for PD vehicles	990.40		
		26-00079 Repair parts PD-80	307.74		
		26-00125 VEHICLE REPAIR/MAINT. PARTS	998.70		
		26-00187 *ASAP* REPAIR PARTS FOR WATER	546.81		
		26-00191 REPAIR PARTS FOR PD VEH #15	241.94		
			<u>3,327.53</u>		
77519	02/23/26	CERTI025 CERTIFIED SPEEDOMETER SERV INC			10889
		26-00195 Vehicle Calibrations	480.00		
77520	02/23/26	CHEMI005 CHEMICAL EQUIPMENT LABS, INC.			10889
		26-00227 DEICING SALT W RESO	14,523.75		
77521	02/23/26	CHERR005 CHERRY VALLEY TRACTOR SALES			10889
		25000876 TRACTOR REPAIR/MAINTENANCE	54.00		
77522	02/23/26	CIVIC005 CIVIC PLUS, LLC			10889
		26-00366 half of inv. civic plus	3,773.70		
		26-00382 Social Media Archiving Subs.	3,773.70		
			<u>7,547.40</u>		
77523	02/23/26	COLLI005 COLLIERS ENGINEERING & DESIGN			10889
		25001207 LSRP Services @ Man. DPW Site	97.50		
		25001641 NJBPU Community Energy Plan	232.50		
		V2600204 ENGINEERING SERVICES	1,196.25		
			<u>1,526.25</u>		
77524	02/23/26	COMCA015 COMCAST BUSINESS			10889
		V2600214 CABLE SVC ACCT# 903863873	417.81		
77525	02/23/26	COMCA025 COMCAST			10889
		V2600215 CABLE SVC 8499 05 196 0173684	539.92		
77526	02/23/26	COMCA025 COMCAST			10889
		V2600216 CABLE SVC 8499 05 196 0266280	445.35		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77527	02/23/26	COMCA025 COMCAST			10889
V2600219		CABLE SVC 8499 05 196 0045536	263.04		
77528	02/23/26	COMCA025 COMCAST			10889
V2600220		CABLE SVC 8499 05 196 0386708	449.36		
77529	02/23/26	COMCA025 COMCAST			10889
V2600222		CABLE SVC 8499 05 196 0110108	52.06		
77530	02/23/26	COMCA025 COMCAST			10889
V2600228		CABLE SVC 8499 05 196 0163024	24.93		
77531	02/23/26	CRANE005 CRANEY INTERPRETING SERVICES			10889
25001823		craney interpreting services	157.50		
77532	02/23/26	CREST010 CRESTWOOD CO-OP TWO			10889
V2501477		2024 MUNICIPAL SERVICES ACT	12,820.35		
77533	02/23/26	CREST020 CRESTWOOD VILLAGE CO-OP 4			10889
V2501479		2024 MUNICIPAL SERVICES ACT	12,785.82		
77534	02/23/26	CREST080 CREST PLUMBING, LLC			10889
26-00208		1" pipe repair/valve installat	900.00		
77535	02/23/26	CROWN011 CROWN TROPHY FREEHOLD LLC			10889
25002170		2025-2025 BASKETBALL TROPHIES	1,193.25		
77536	02/23/26	CURTI015 CURTIS OAKERSON			10889
V2600188		2026 EYEGLOSS REIMBURSEMENT	246.73		
77537	02/23/26	CYCLE010 CYCLE GEAR, INC			10889
26-00163		Motorcycle Helmets	1,199.96		
77538	02/23/26	DELAG005 DE LAGE LANDEN			10889
26-00400		POSTAGE EQUIPMENT RENTAL	196.62		
77539	02/23/26	DELLC005 DELL COMPUTER CORP.			10889
26-00189		New computers for whiting	1,772.20		
77540	02/23/26	DENNIO35 DENNIS CLEARY			10889
V2600210		RX REIMBURSEMENT	575.99		
77541	02/23/26	DOVER005 DOVER OIL COMPANY			10889
25002110		Emergency Oil Delivery	360.00		
77542	02/23/26	DUPLI005 DUPLITRON, INC.			10889
26-00005		OPEN PO FOR COPIER OVERAGES	64.10		
77543	02/23/26	EARLE005 EARLE ASPHALT COMPANY			10889
26-00122		SUPPLIES FOR ROAD REPAIRS	714.21		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77544	02/23/26	EASTE005 EASTERN WAREHOUSE DIST., LLC			10889
	26-00105	COMBINED OUTSTANDING INVOICES	459.28		
	26-00128	VEHICLE REPAIR/MAINT. PARTS	<u>1,229.23</u>		
			1,688.51		
77545	02/23/26	FEDER005 FEDERAL EXPRESS CORPORATION			10889
	26-00375	BLANKET FOR SHIPPING	70.93		
77546	02/23/26	FLEET015 FLEETPRIDE, INC			10889
	26-00131	VEHICLE REPAIR/MAINT. PARTS	1,434.08		
77547	02/23/26	FRANCO40 FRANCO TYP POSTALIA, INC			10889
	26-00401	OPEM PO FOR POSTAGE METER	177.00		
77548	02/23/26	GAPVA005 GAPVAX, INC			10889
	26-00063	WC-37 Replacement water gauge	150.15		
77549	02/23/26	GOVCO005 GOVCONNECTION, INC.			10889
	25002280	Toner Cartridges/Al Yodadis	628.81		
77550	02/23/26	GREAT005 GREATLAND CORP.			10889
	25002104	YEARLI 1099S SUB & EFILE	760.00		
77551	02/23/26	GRESH005 GRESHAM PETROLEUM COMPANY			10889
	26-00306	Gas for all Township vehicles	3,487.25		
77552	02/23/26	HADEH005 H.A DEHART & SON, INC			10889
	26-00075	Repair Parts PW-20 and PW-27	1,073.58		
77553	02/23/26	HARLE015 HARLEY-DAVIDSON OF BERGEN, INC			10889
	26-00253	Police Equipment Motorcycles	1,193.50		
77554	02/23/26	HCWIN005 HCW INC			10889
	25001460	Blanket - Car Wash	599.00		
77555	02/23/26	HENRY030 HENRY SCHEIN, INC.			10889
	26-00043	Medical Supply Blanket	110.20		
	26-00337	Medical Supplies Blanket	<u>5,118.11</u>		
			5,228.31		
77556	02/23/26	IACP0005 I.A.C.P.			10889
	26-00090	Chief Ellis Dues	220.00		
77557	02/23/26	IIMC0005 IIMC			10889
	26-00335	Annual Membership-IIMC-Giercyk	235.00		
77558	02/23/26	INSTI005 INSTITUTE FOR FORENSIC PSYCH.			10889
	26-00037	Pre-Employment Psych Screening	1,100.00		
77559	02/23/26	INSTI010 INSTITUTE FOR PROFESSIONAL			10889
	26-00272	Annual Audit Webinar for CEUs	50.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01 CURRENT		Current Fund Account	Continued		
77560	02/23/26	INTER075 INTERSTATE WASTE SERVICES OF 26-00011 Recycling for 3 months	93,300.72		10889
77561	02/23/26	JCPL0005 J C P & L V2600223 ELEC SVC 100 135 963 880	38.31		10889
77562	02/23/26	JCPL0005 J C P & L V2600231 ELEC SVC 200 000 021 788	30,701.76		10889
77563	02/23/26	JERSE015 JERSEY ELEVATOR COMPANY, LLC 26-00049 Elevator Maintenance	418.86		10889
77564	02/23/26	JESCO005 JESCO, INC. 26-00188 *ASAP* REPAIRS TO BACKHOE #310	405.14		10889
77565	02/23/26	JHARR005 J HARRIS ACADEMY OF POLICE 26-00286 Police Training Courses	2,388.00		10889
77566	02/23/26	JIMC005 JIM CURLEY GMC TRUCK, INC 25002257 gmc truck parts/maintenance	105.78		10889
77567	02/23/26	KAITL005 KAITLIN HILL V2600211 APCO CONFERENCE LODGING	479.55		10889
77568	02/23/26	KELLY025 KELLY WINTHROP, LLC 26-00055 Deer Carcass Removal	456.00		10889
77569	02/23/26	LAKEW020 LAKEWOOD TOWNSHIP 26-00146 4TH QUARTER 2025 TRUCK WASHES	315.00		10889
77570	02/23/26	LANGU005 LANGUAGE LINE SERVICES INC 26-00069 blanket PO	951.50		10889
77571	02/23/26	LEROY005 LEROY A WILLIAMS V2600206 REFUND TOTALLY DISABLED VET	1,440.09		10889
77572	02/23/26	LOBELO05 LOBELLO ISSAKOV NAPA LLC 26-00126 VEHICLE REPAIR/MAINT. PARTS	1,006.38		10889
77573	02/23/26	MAJES010 MAJESTIC OIL CO., INC. 25002297 Heating oil	6,563.06		10889
77574	02/23/26	MARKW005 MARK WHITE, PHD P.A. 26-00268 E.A.P. Services Retainer	5,000.00		10889
77575	02/23/26	MAVIS005 MAVIS TIRE SUPPLY, LLC 26-00134 VEHICLE ALIGNMENTS	119.99		10889
77576	02/23/26	MICRO005 MICROMEDIA PUBLICATIONS, INC. 26-00159 2) Legal Ads-10/15 & 11/17/25	665.00		10889

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77577	02/23/26	MORGA010 MORGAN ENGINEERING LLC			10889
	V2600208	ENGINEERING SERVICES	179.00		
	V2600227	ENGINEERING SERVICES	<u>3,304.00</u>		
			3,483.00		
77578	02/23/26	MOTCT005 MOTCTA			10889
	26-00317	MOTCTA 2026 Membership	240.00		
77579	02/23/26	MRKEY005 MR. KEYS INC			10889
	26-00158	FOR LOCKS AND KEYS	26.00		
77580	02/23/26	MUNIC005 MUNICIPAL CLERKS ASSOC OF O.C			10889
	26-00053	2026 memberships clerks office	460.00		
77581	02/23/26	NAPAA005 NAPA AUTO PARTS			10889
	25002194	REPAIR PARTS AS NEEDED	42.84		
77582	02/23/26	NATIO090 NATIONAL EMERGENCY NUMBER ASSO			10889
	26-00295	Public Sector 1	750.00		
77583	02/23/26	NEWJE065 NEW JERSEY PLANNING OFFICIALS			10889
	26-00181	NJPO TRAINING	290.00		
77584	02/23/26	NEWJE165 NEW JERSEY STATE POLICE			10889
	26-00230	Radio System User Fees	13,943.00		
77585	02/23/26	NICKR005 NICK RESTAURANT MANAGEMENT LLC			10889
	26-00309	Open PO for Senior Bites	598.00		
77586	02/23/26	NJADV005 NJ ADVANCE MEDIA			10889
	26-00089	December legal ads	1,141.04		
77587	02/23/26	NJNAT005 NJ NATURAL GAS CO.			10889
	V2600201	NAT GAS SVC 22-0010-5209-15	12,215.07		
77588	02/23/26	NJSAC005 NJSACOP COMMAND & LEADERSHIP			10889
	26-00287	Command & Leadership Dues	50.00		
77589	02/23/26	NJSAC010 NJSAC NJ STATE ASSOC OF CHIEFS			10889
	26-00087	Invoice Police Training	2,800.00		
	26-00288	Membership Dues	<u>275.00</u>		
			3,075.00		
77590	02/23/26	NJSLO005 NJSLOM			10889
	26-00202	League Advert - Data Process	210.00		
77591	02/23/26	NJSOC005 NJ SOCIETY OF			10889
	26-00007	2026 Membership Dues	175.00		
77592	02/23/26	OCEAN030 O. C. POLICE CHIEF ASSOC.			10889
	26-00249	Chiefs Pistol Match	510.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77593	02/23/26	OCEAN065 OCEAN COUNTY MAYOR'S ASSOC			10889
26-00044		Mayors meeting	20.00		
77594	02/23/26	OFFIC035 OFFICE BASICS, INC.			10889
26-00026		Cleaning supplies	2,632.80		
77595	02/23/26	ONESO005 ONE SOURCE OF NEW JERSEY, LLC.			10889
25002185		MISC.HARDWARE/SM.PARTS	475.47		
77596	02/23/26	OZANE005 OZANE TERMITE AND			10889
25002283		Services for EMS in Whiting	225.00		
77597	02/23/26	PARSE005 PARSELLS PRINTING & DESIGN LLC			10889
26-00009		Recreation Envelopes	230.00		
77598	02/23/26	PRICE005 PRICED RITE TOWING & ROAD			10889
26-00152		TOWING SERVICES	130.00		
77599	02/23/26	PWANJ005 PWANJ			10889
26-00206		PWANJ 2026 Memberships	150.00		
77600	02/23/26	REGIS005 REGISTRARS' ASSOCIATION OF NJ			10889
26-00054		NJ Registrars memberships (4)	100.00		
77601	02/23/26	RICOH010 RICOH USA, INC			10889
26-00183		RICOH-BLANKET	808.27		
77602	02/23/26	RIGGI005 RIGGINS, INC.			10889
25001523		DIESEL FUEL FOR TWP VEHICLES &	1,809.62		
25002106		OPEN PO FOR DIESEL FUEL	1,878.13		
26-00150		DIESEL FUEL FOR FLEETS	<u>15,553.30</u>		
			19,241.05		
77603	02/23/26	RUMPF015 RUMPF LAW,PC			10889
V2600209		CONFLICT PUBLIC DEFENDER	693.00		
77604	02/23/26	RUSSE015 R.REID WASTE HAULING&DISPOSAL			10889
25002062		Blanket for port-a-johns	328.15		
26-00015		Blanket for port-a-johns	<u>358.15</u>		
			686.30		
77605	02/23/26	RUTGE025 RUTGERS,CENTER FOR GOVT SVS			10889
25001756		Practical Traffic Engineering	1,762.00		
77606	02/23/26	SERVP010 SERVPRO			10889
26-00034		Biohazard Remediation Services	1,109.97		
77607	02/23/26	SPOTL005 SPOTLESS DRY CLEANERS, LLC			10889
26-00031		Police Uniform Dry Cleaning	871.00		
77608	02/23/26	SUNOC005 SUNOCO LP			10889
26-00012		Blanket for gas for TH/garage	23,535.59		

DRAFT

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT	Current Fund Account	Continued		
77609	02/23/26 TCTAM005 TCTA OF NJ 26-00169 TCTANJ Membership	375.00		10889
77610	02/23/26 THECA010 THE CANNING GROUP, LLC 26-00003 QPA SERVICES JAN -MARCH 2026	1,458.33		10889
77611	02/23/26 THEHU005 THE HUNGRY PUPPY CORP. 26-00042 K-9 Supply	415.95		10889
77612	02/23/26 THISI005 THIS IS YOGA NJ STUDIO LLC 26-00383 Open PO for Yoga	280.00		10889
77613	02/23/26 TOWN005 TOWNSHIP OF MANCHESTER V2600171 SR OUTREACH GAS DECEMBER 2025	479.83		10889
77614	02/23/26 TOWN005 TOWNSHIP OF MANCHESTER V2600172 SR OUTREACH GAS JANUARY 2026	362.21		10889
77615	02/23/26 TRANS010 TRANSUNION RISK & ALTERNATIVE 26-00032 Background Investigations	471.80		10889
77616	02/23/26 TREAS035 TREASURER, STATE OF NEW JERSEY 26-00056 Marriage Licences/Burial Perm	395.00		10889
77617	02/23/26 UGICO005 UGI CORPORATION V2600202 NAT GAS SUPPLIER	1,881.20		10889
77618	02/23/26 VERIZ020 VERIZON ONLINE V2600221 PHONE SVC 555-731-148-0001-43	96.43		10889
77619	02/23/26 VERIZ030 VERIZON WIRELESS V2600229 PHONE SVC 202847392-00001	2,620.62		10889
77620	02/23/26 WBMAS005 WB MASON CO INC 26-00027 Cleaning supplies 26-00064 supply Order Court 26-00116 office supplies S158918972 26-00215 Office supplies	644.22 161.09 85.43 <u>1,717.31</u> 2,608.05		10889
77621	02/23/26 WELLS065 WELLS FARGO VENDOR FIN.SERVICE 26-00004 COPIER RENTAL	3,781.57		10889
77622	02/23/26 WINDS010 WINDSTREAM HOLDINGS, LLC V2600213 PHONE SVC ACCT# 215264736	572.33		10889
77623	02/23/26 WORKI005 WORKING FIRE FURN & MATTRESS 25002105 "DUTY BUILT"CUSTOM EMBROIDERED	2,999.92		10889

DRAFT

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT	Current Fund Account	Continued		
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	123	0	1,326,542.47
	Direct Deposit:	0	0	0.00
	Total:	123	0	1,326,542.47
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	123	0	1,326,542.47
	Direct Deposit:	0	0	0.00
	Total:	123	0	1,326,542.47

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	5-01	52,124.29	0.00	0.00	52,124.29
CURRENT FUND:	6-01	1,236,896.33	0.00	1,440.09	1,238,336.42
	6-01	36,081.76	0.00	0.00	36,081.76
Total of All Funds:		<u>1,325,102.38</u>	<u>0.00</u>	<u>1,440.09</u>	<u>1,326,542.47</u>

PREPARED

Range of Checking Accts: 04 GEN CAPITAL to 04 GEN CAPITAL Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
04 GEN CAPITAL		Capital Account			
3007	02/23/26	COLLI005 COLLIERS ENGINEERING & DESIGN			10883
25002281		Proposal Professional Services	262.50		
3008	02/23/26	MILLE020 MILLER AT WORK, LLC			10883
25001808		MESH, DILLON BLACK -LOGO CHAIR	12,540.00		
3009	02/23/26	SCHER005 SCHERER DESIGN GROUP, LLC			10883
25000667		MANCHESTER TWP RADIO SYSTEM	16,543.00		
3010	02/23/26	VCOMM005 V-COMM, LLC			10883
25000318		PROFESSSIONAL RADIO	10,360.00		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	39,705.50	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	39,705.50	0.00
Report Totals					
	Checks:	4	0	39,705.50	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	39,705.50	0.00

DUPLICATE

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
GENERAL CAPITAL:	C-04	39,705.50	0.00	0.00	39,705.50
Total of All Funds:		<u>39,705.50</u>	<u>0.00</u>	<u>0.00</u>	<u>39,705.50</u>

DRAFT

Range of Checking Accts: 11 NJ FORF to 11 NJ FORF Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
11 NJ FORF		NJ Forfeiture Account		
8	02/23/26	3SISW005 3SI SECURITY SYSTEMS, INC		10884
25001640	stealth 5 vzw	3,415.00		
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	1	0	3,415.00
	Direct Deposit:	0	0	0.00
	Total:	1	0	3,415.00
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	1	0	3,415.00
	Direct Deposit:	0	0	0.00
	Total:	1	0	3,415.00

DRAFT

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	T-11	3,415.00	0.00	0.00	3,415.00
Total of All Funds:		<u>3,415.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,415.00</u>

MANCHESTER TOWNSHIP

Range of Checking Accts: 15 OPEN SPACE to 15 OPEN SPACE Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
15 OPEN SPACE	Open Space Trust			
211 02/23/26	COLLI005 COLLIERS ENGINEERING & DESIGN			10885
25002103	Professional services	1,375.00		
V2600205	ENGINEERING SERVICES MCT060	2,060.00		
		<u>3,435.00</u>		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,435.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>3,435.00</u>	<u>0.00</u>

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,435.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>3,435.00</u>	<u>0.00</u>

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
OPEN SPACE TRUST	T-15	3,435.00	0.00	0.00	3,435.00
Total of All Funds:		<u>3,435.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,435.00</u>

DRAFT

Range of Checking Accts: 21 UNEMPLOYMENT to 21 UNEMPLOYMENT Range of Check Dates: 02/10/26 to 02/23/26
 Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
21 UNEMPLOYMENT		New Jersey Unemployment Trust			
1192	02/23/26	NJDEP025 NJ DEPT OF LABOR & WORKFORCE			10886
		V2600230 QTR 3 2025 NJ UNEMPLOYMENT	17.32		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	17.32	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	17.32	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	17.32	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	17.32	0.00

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
NJ UNEMPLOYMENT TRUST	T-21	17.32	0.00	0.00	17.32
Total of All Funds:		<u>17.32</u>	<u>0.00</u>	<u>0.00</u>	<u>17.32</u>

DRAFT

Range of Checking Accts: 22 DRUG ENF to 22 DRUG ENF Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
22 DRUG ENF		Drug Enforcement Trust		
1380	02/23/26	CDWGO005 CDW GOVERNMENT		10887
25001840		Zebra ZQ520 Printers	3,703.28	
1381	02/23/26	HARLE015 HARLEY-DAVIDSON OF BERGEN, INC		10887
25002156	2026	FLTRXP Road Glide	58,620.00	

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	62,323.28	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>2</u>	<u>0</u>	<u>62,323.28</u>	<u>0.00</u>

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	62,323.28	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>2</u>	<u>0</u>	<u>62,323.28</u>	<u>0.00</u>

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
DRUG ENFORCEMENT TRUST (LETA)	T-22	62,323.28	0.00	0.00	62,323.28
Total of All Funds:		<u>62,323.28</u>	<u>0.00</u>	<u>0.00</u>	<u>62,323.28</u>

Range of Checking Accts: 01 CURRENT to 01 CURRENT Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num	Contract
PO #		Description				
01 CURRENT		Current Fund Account				
77625	02/26/26	MERCH005 MERCHANTVILLE OVERHEAD DOOR			10807 (Replacement of: 01 CURRENT	77390)
V2600012		REPAIR & REPLACE BROKEN SPRING	904.45			
77626	02/26/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL			10896	
26-00477		CURRENT PAY 5	925,824.28			
77627	03/09/26	ABOUT010 ABOUT AUTO GLASS, LLC			10938	
25002258		windshield replacement - BI-2	425.00			
77628	03/09/26	ACETE005 ACE TELECOM CONSULTING			10938	
V2600284		AMERICAN TOWER AND GENERAL	9,051.26			
77629	03/09/26	ACTION025 ACTION TARGET INC.			10938	
25000771		Less Lethal Targets	1,133.38			
77630	03/09/26	ACTION030 ACTION UNIFORM CO LLC			10938	
V2600303		UNIFORM FOR NAOMI CRAIN	432.00			
77631	03/09/26	AMAZON01 AMAZON CAPITAL SERVICES INC			10938	
26-00196		OFFICE SUPPLIES	113.29			
26-00323		Misc. Easter Decor	581.16			
26-00354		Sound system mics for events	757.47			
26-00355		Office Supplies - Bldg. Dept.	385.28			
26-00373		BLANKET FOR OFFICE SUPPLIES	190.66			
26-00381		clerk office supplies	44.39			
26-00393		Office supplies	<u>112.63</u>			
			2,184.88			
77632	03/09/26	APCOI005 APCO INTERNATIONAL, INC.			10938	
26-00297		PST Recertifications	400.00			
77633	03/09/26	ARMAN005 ARMANDO V. RICCIO, LLC			10938	
V2600294		LABOR COUNSEL FEB 2026	5,869.50			
77634	03/09/26	ATLAN025 ATLANTIC PLUMBING SUPPLY CORP			10938	
26-00193		Blanket for supplies	78.30			
77635	03/09/26	ATLAS005 ATLAS WELDING SUPPLY CO. INC.			10938	
26-00045		Oxygen Blanket	1,723.76			
26-00133		WELDING SUPPLIES	<u>102.30</u>			
			1,826.06			
77636	03/09/26	BISSE005 BISSELL COMMERCIAL, INC			10938	
26-00235		Vacuum replacement bags	74.90			
77637	03/09/26	BLUEM005 BLUE MOUNTAIN DISTRIBUTORS LLC			10938	
26-00433		WATER FOR VARIOUS DEPARTMENTS	823.30			

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT	Current Fund Account	Continued		
77638	03/09/26 BONNI015 BONNIE R. PETERSON ATTY AT LAW		10938	
V2600278	MUNICIPAL PROSECUTOR FEB 2026	3,800.00		
77639	03/09/26 CASSA005 CASSANDRA COLGATE		10938	
V2600274	RX REIMBURSEMENT	230.67		
77640	03/09/26 COLLI005 COLLIERS ENGINEERING & DESIGN		10938	
26-00008	FY26 Local Improv Grant App	1,986.25		
77641	03/09/26 COMCA015 COMCAST BUSINESS		10938	
V2600289	CABLE SVC ACCT# 939042865	2,422.75		
77642	03/09/26 COMCA025 COMCAST		10938	
V2600290	CABLE SVC 8499 05 196 0282378	328.65		
77643	03/09/26 COMCA025 COMCAST		10938	
V2600291	CABLE SVC 8499 05 196 0194565	222.94		
77644	03/09/26 CONSO010 CONSOLIDATED RAIL CORP		10938	
V2600237	LEASE OF GRADE CROSSING	313.48		
77645	03/09/26 COTAL005 COTALITY CENTRALIZED REFUNDS		10938	
V2600265	REFUND TAX OVERPAYMENT	7,742.64		
V2600266	REFUND TAX OVERPAYMENT	<u>10,487.72</u>		
		18,230.36		
77646	03/09/26 COUNT060 COUNTY OF OCEAN		10938	
V2600239	5% LONG TERM TAX EXEMPTION PMT	3,353.42		
77647	03/09/26 DASTI020 DASTI & STAIGER, PC		10938	
V2600282	LEGAL SERVICES TWP ATTORNEY	16,654.36		
77648	03/09/26 EMILIO10 EMILIE BELL		10938	
V2600264	REIMBURSE NOTARY SUPPLIES	43.20		
77649	03/09/26 FIRST040 FIRST DUE HOLDINGS, INC		10938	
25002239	NERIS Software	14,600.00		
77650	03/09/26 FUNEX005 FUN EXPRESS, LLC		10938	
25001942	CHRISTMAS IN PINES CANDY	125.86		
25002026	CANDY CANES (CAME OFF BO)	<u>87.01</u>		
		212.87		
77651	03/09/26 GLOCK005 GLOCK, INC		10938	
26-00300	MOS Instructor workshop	500.00		
77652	03/09/26 GOVER005 GOVERNMENT FORMS & SUPPLIES		10938	
26-00233	window envelopes	2,029.90		
77653	03/09/26 GRESH005 GRESHAM PETROLEUM COMPANY		10938	
26-00306	Gas for all Township vehicles	21,207.20		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77654	03/09/26	HENRY035 HENRY J MANCINI & ASSOC. INC.			10938
		26-00292 APPRAISAL SERVICES	4,759.50		
77655	03/09/26	JCPL0005 J C P & L			10938
		V2600283 ELEC SVC 100 159 225 851	2,488.03		
77656	03/09/26	JESSI030 JESSICA SHARO			10938
		V2600261 RX REIMBURSEMENT	19.99		
77657	03/09/26	JOHNC030 JOHN CORSI			10938
		V2600271 EYEGLOSS REIMBURSEMENT	255.98		
77658	03/09/26	JOSEP330 JOSEPH BARRACATO			10938
		V2600280 REFUND TOTALLY DISABLED VET	5,869.47		
77659	03/09/26	LAWOF025 LAW OFFICES OF MICHAEL MCKENNA			10938
		V2600268 JAN. LABOR COUNCIL	227.85		
77660	03/09/26	LINDS005 LINDSEY BROOKS			10938
		V2600273 RX REIMBURSEMENT	364.38		
77661	03/09/26	LOWES010 LOWES HOME CENTERS, INC.			10938
		26-00028 OPEN PO FOR VARIOUS SUPPLIES	1,293.62		
		26-00217 40 lb bags of ice melt	704.48		
			<u>1,998.10</u>		
77662	03/09/26	MADIS005 MADISON TITLE AGENCY			10938
		V2600279 REFUND TAX OVERPAYMENT	2,236.55		
77663	03/09/26	MAJES010 MAJESTIC OIL CO., INC.			10938
		26-00371 HEATING OIL FOR TWP GARAGE	7,129.07		
77664	03/09/26	MICHA085 MICHAEL SABIE			10938
		V2600293 AIRFARE SPILLMAN CONFERENCE	647.56		
77665	03/09/26	NEWJE030 NEW JERSEY FIRE EQUIPMENT			10938
		25001892 Fire Masks	219.29		
77666	03/09/26	NJADV005 NJ ADVANCE MEDIA			10938
		26-00441 legal ads 1/9-1/14/2026	943.34		
77667	03/09/26	NJSOC005 NJ SOCIETY OF			10938
		26-00010 NJSME Meeting - A Yodakis	165.00		
77668	03/09/26	OCEAN015 OCEAN COUNTY BOARD OF HEALTH			10938
		V2600299 DEC 2025 SHELTER SERVICES	1,121.00		
77669	03/09/26	PARKE005 PARKER MCCAY, P.A.			10938
		V2600269 JAN LEGAL SERVICES	46.00		
77670	03/09/26	PEPEW005 PEPE & WINTRODE LLC			10938
		V2600297 JANUARY 2026 PUBLIC DEFENDER	3,500.00		

10/23/2020

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77671	03/09/26	PREND005 PRENDIMANO ELECTRICAL			10938
		26-00213 ELECTRICAL REPAIRS @ DPW	1,600.00		
77672	03/09/26	RICOH010 RICOH USA, INC			10938
		26-00183 RICOH-BLANKET	219.87		
77673	03/09/26	RIGGI005 RIGGINS, INC.			10938
		26-00150 DIESEL FUEL FOR FLEETS	14,367.10		
77674	03/09/26	RUMPF015 RUMPF LAW, PC			10938
		V2600276 CONFLICT PUBLIC DEFENDER	730.00		
77675	03/09/26	SAKER005 SAKER SHOPRITES, INC			10938
		26-00030 Misc Supplies	82.56		
		26-00515 BLANKET PO FOR EVENTS, SUPPLIE	122.02		
		26-00517 Blanket po clerk	16.00		
			<u>220.58</u>		
77676	03/09/26	SETHG005 SETH G DOMBECK			10938
		V2600285 SPECIAL SESSION JUDGE	1,000.00		
77677	03/09/26	SHANN015 SHANNON DIFRANCIA			10938
		V2600260 MUN. CLERK STUDY GUIDE	60.00		
77678	03/09/26	SOMER015 SOMERSET SYRUP & CONCESSION			10938
		26-00314 Popcorn Kit for Easter	77.62		
77679	03/09/26	STAPL010 STAPLES BUSINESS ADVANTAGE			10938
		26-00289 Office Supplies	526.77		
		26-00516 BLANKET FOR SUPPLIES	16.39		
			<u>543.16</u>		
77680	03/09/26	THECA010 THE CANNING GROUP, LLC			10938
		26-00003 QPA SERVICES JAN -MARCH 2026	1,458.33		
77681	03/09/26	THEFU010 THE FUEL OX LLC			10938
		26-00129 D.E.F. FUEL ADDITIVE	584.01		
77682	03/09/26	TOWN0005 TOWNSHIP OF MANCHESTER			10938
		V2600300 SR OUTREACH GAS FEBRUARY 2026	463.27		
77683	03/09/26	TREAS135 TREASURER STATE OF NJ/DCA			10938
		V2600275 LEAD CERTIFICATION FEES 2025	2,200.00		
77684	03/09/26	VALID005 VALIDITECH INC.			10938
		26-00419 Monthly NIBRS Validation Subsc	2,500.00		
77685	03/09/26	VCAAN005 VCA ANIMAL HOSPITALS, INC			10938
		V2600267 VETERINARY SERVICES	178.60		
77686	03/09/26	VERIZ020 VERIZON ONLINE			10938
		V2600288 PHONE SVC 452-496-004-0001-40	126.99		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
77687	03/09/26	VERIZ035 VERIZON			10938
V2600287		PHONE SVC 450-491-959-0001-89	55.86		
77688	03/09/26	VICTO030 VICTORIA CICALA			10938
V2600272		EYEGLOSS REIMBURSEMENT	300.00		
77689	03/09/26	WELLS065 WELLS FARGO VENDOR FIN.SERVICE			10938
26-00004		COPIER RENTAL	4,523.46		
77690	03/09/26	WEXBA005 WEX BANK INC.			10938
V2600292		ESA GAS CONSUMPTION	283.89		
77691	03/09/26	ZIPPT005 ZIPP & TANNENBAUM LLC			10938
V2600281		REFUND FOR TAX APPEAL	1,888.59		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	67	0	1,100,535.80	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	<u>67</u>	<u>0</u>	<u>1,100,535.80</u>	<u>0.00</u>
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	67	0	1,100,535.80	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	<u>67</u>	<u>0</u>	<u>1,100,535.80</u>	<u>0.00</u>

WIRRAFT

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	5-01	18,528.69	0.00	0.00	18,528.69
CURRENT FUND:	6-01	1,054,501.53	0.00	0.00	1,054,501.53
	G-01	27,505.58	0.00	0.00	27,505.58
Total of All Funds:		<u>1,100,535.80</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100,535.80</u>

MANCHESTER TOWNSHIP

Range of Checking Accts: 04 GEN CAPITAL to 04 GEN CAPITAL Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
04 GEN CAPITAL	Capital Account			
3011	03/09/26 AIRGR005 AIR GRAPHIX INC.			10935
25002247	FREIGHTLINER CAB WRAP	1,565.00		
3012	03/09/26 EVANS005 EVANS CONSOLES, INC			10935
25001452	911 DISPATCH EQUIPMENT	153,006.61		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	154,571.61	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	154,571.61	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	154,571.61	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	154,571.61	0.00

WATERBURY

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
GENERAL CAPITAL:	C-04	154,571.61	0.00	0.00	154,571.61
Total of All Funds:		<u>154,571.61</u>	<u>0.00</u>	<u>0.00</u>	<u>154,571.61</u>

Range of Checking Accts: 20 MAN DAY TRST to 20 MAN DAY TRST Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid		Contract
20	MAN DAY TRST	Manchester Day Trust		
288	03/09/26	DMFIR005 D & M FIREWORKS		10936
26-00406	2026	MANCHESTER DAY FIREWORKS	8,250.00	

DRAFT

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	8,250.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	8,250.00	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	8,250.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	8,250.00	0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
MANCHESTER DAY TRUST	T-20	8,250.00	0.00	0.00	8,250.00
Total of All Funds:		<u>8,250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,250.00</u>

MANCHESTER TOWNSHIP

Range of Checking Accts: 22 DRUG ENF to 22 DRUG ENF Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
22 DRUG ENF		Drug Enforcement Trust			
1383	03/09/26	ALBER025 ALBERT VEGA			10937
V2600270		LEADERSHIP COURSE	1,199.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	1,199.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	1,199.00	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	1,199.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	1,199.00	0.00

MANCHESTER TOWNSHIP

UNRECORDED

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
DRUG ENFORCEMENT TRUST (LETA)	T-22	1,199.00	0.00	0.00	1,199.00
Total of All Funds:		<u>1,199.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,199.00</u>

Range of Checking Accts: 27 AFF HOUSE to 27 AFF HOUSE Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid		Contract
27	AFF HOUSE	Affordable Housing		
495	02/23/26	COLLI005 COLLIERS ENGINEERING & DESIGN		10888
V2600192	4th ROUND AFFORDABLE HOUSING	861.25		
496	02/23/26	COMMU020 COMMUNITY GRANTS, PLANNING &		10888
V2600189	AFFORDABLE HOUSING ADMIN AGENT	4,906.00		
497	02/23/26	GENOV005 GENOVA BURNS LLC		10888
V2600190	JAN 2026 SERVICES #25952.1	1,380.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	7,147.25	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	7,147.25	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	7,147.25	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	7,147.25	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
AFFORDABLE HOUSING TRUST	T-27	7,147.25	0.00	0.00	7,147.25
Total of All Funds:		<u>7,147.25</u>	<u>0.00</u>	<u>0.00</u>	<u>7,147.25</u>

26-133

MANCHESTER
TOWNSHIP

RESOLUTION AUTHORIZING PAYMENT OF BILLS

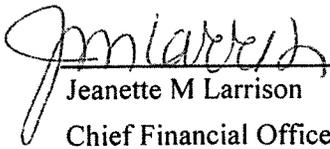
March 9, 2026

BE IT RESOLVED by the Township Council of the Township of Manchester that the following bills on the list hereto be paid; the Chief Financial Officer is hereby authorized and directed to draw checks for the payment of same as and when funds are available.

SUMMARY

Water Utility -East	\$	195,343.59
Sewer Utility - East	\$	408,289.95
Utility Escrow - Water	\$	5,280.00
Utility Escrow - Sewer	\$	12,760.00
Sewer Utility Capital Fund	\$	-
		128,725.70
Water Utility Capital Fund	\$	-
		<hr/>
	\$	<u>750,399.24</u>

CERTIFICATION:



Jeanette M Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

UTILITY BILL LIST ADDENDUM

26-133

March 9, 2026

10/13/2025

WATER OPERATING

PAYROLL WEEK ENDING 3/13/26

NJ Solutions Bill	Utilities Portion of March Medical	wire	9,787.00
			<u>\$ 9,787.00</u>

SEWER OPERATING

PAYROLL WEEK ENDING 3/13/26

NJ Solutions Bill	Utilities Portion of March Medical	wire	9,406.55
			<u>\$ 9,406.55</u>

WATER UTILITY ESCROW

Remington & Vernick	Various Utility Escrows	Chk#1635	5,280.00
			<u>\$ 5,280.00</u>

SEWER UTILITY ESCROW

Remington & Vernick	Various Utility Escrows	Chk#1635	12,760.00
			<u>\$ 12,760.00</u>

WATER UTILITY CAPITAL FUND

 -

SEWER UTILITY CAPITAL FUND

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Range of Checking Accts: 05 WATER EAST to 05 WATER EAST Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
05 WATER EAST		Water Operating Fund			
7146	02/11/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	34,830.04		10860
7147	02/23/26	AMERIO55 AMERICAN WATER WORKS ASSN	298.00		10877
7148	02/23/26	AWWAN005 AWWA NJ CONFERENCE	425.00		10877
7149	02/23/26	CREST070 CREST CONSTRUCTION GROUP, LLC	59,203.14		10877
7150	02/23/26	FYRFY005 FYR-FYTERS SALES & SVC, INC	223.82		10877
7151	02/23/26	JCPL0005 J C P & L	33,217.63		10877
7152	02/23/26	MRKEY005 MR. KEYS INC	185.00		10877
7153	02/23/26	NJNAT005 NJ NATURAL GAS CO.	4,017.03		10877
7154	02/23/26	OCEAN105 OCEAN COUNTY UTILITIES AUTH.	297,586.04	02/23/26 VOID	10877 (Reason: incorrect account)
7155	02/23/26	REEDP005 THE ANDERSONS REED & PERRINE	5,175.00		10877
7156	02/23/26	ROBER155 ROBERTS ELECTRONICS & SEC., INC	2,496.00		10877
7157	02/23/26	UGICO005 UGI CORPORATION	23.41		10877

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	11	1	140,094.07	297,586.04
Direct Deposit:	0	0	0.00	0.00
Total:	11	1	140,094.07	297,586.04

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	11	1	140,094.07	297,586.04
Direct Deposit:	0	0	0.00	0.00
Total:	11	1	140,094.07	297,586.04

FOR RELEASE

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST FUND:	5-05	408.82	0.00	0.00	408.82
WATER EAST FUND:	6-05	139,685.25	0.00	0.00	139,685.25
Total of All Funds:		<u>140,094.07</u>	<u>0.00</u>	<u>0.00</u>	<u>140,094.07</u>

Range of Checking Accts: 07 SEWER EAST to 07 SEWER EAST Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
07 SEWER EAST		Sewer Operating Account			
4416	02/11/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	35,349.91		10862
4417	02/23/26	AMER1065 AMERICAN WEAR, INC.	441.36		10879
4418	02/23/26	AWISCO05 AWISCO NEW YORK CORP	41.58		10879
4419	02/23/26	BLUEM005 BLUE MOUNTAIN DISTRIBUTORS LLC	618.00		10879
4420	02/23/26	CAMPB005 CAMPBELL FOUNDRY CO.	3,000.00		10879
4421	02/23/26	JCPL0005 J C P & L	10,097.29		10879
4422	02/23/26	OCEAN090 OCEAN COUNTY RECYCLING	149.70		10879
4423	02/23/26	ONECA005 ONE CALL CONCEPTS, INC	543.80		10879
4424	02/23/26	REMIN015 REMINGTON & VERNICK ENGINEERS	4,243.75		10879
4425	02/23/26	OCEAN105 OCEAN COUNTY UTILITIES AUTH.	297,586.04		10891

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	0	352,071.43	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	0	352,071.43	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	0	352,071.43	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	0	352,071.43	0.00

Totals by Year-Fund
Fund Description

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER EAST FUND:	5-07	5,606.25	0.00	0.00	5,606.25
SEWER EAST FUND:	6-07	346,465.18	0.00	0.00	346,465.18
Total of All Funds:		<u>352,071.43</u>	<u>0.00</u>	<u>0.00</u>	<u>352,071.43</u>

February 18, 2026
03:43 PM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1

Range of Checking Accts: 06 WAT EAST CAP to 06 WAT EAST CAP Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
06 WAT EAST CAP		Water Capital Fund			
1178	02/23/26	JESCO005 JESCO, INC.	128,375.70		10878
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	
		Checks:	1	0	
		Direct Deposit:	0	0	
		Total:	1	0	
			128,375.70		
				0.00	
				0.00	
				0.00	
Report Totals					
			<u>Paid</u>	<u>Void</u>	
		Checks:	1	0	
		Direct Deposit:	0	0	
		Total:	1	0	
			128,375.70		
				0.00	
				0.00	
				0.00	

Range of Checking Accts: 05 WATER EAST to 05 WATER EAST Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
05 WATER EAST		Water Operating Fund		
7158	02/26/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10898
26-00478		WATER EAST PAY 5	31,611.42	
7159	03/09/26	AMAZON01 AMAZON CAPITAL SERVICES INC		10930
26-00312		Office Chair R Warthen	245.99	
7160	03/09/26	BLUEM005 BLUE MOUNTAIN DISTRIBUTORS LLC		10930
26-00433		WATER FOR VARIOUS DEPARTMENTS	148.90	
7161	03/09/26	CREST070 CREST CONSTRUCTION GROUP, LLC		10930
26-00439		EMG Water Break Washington Ave	5,601.57	
7162	03/09/26	LOWES010 LOWES HOME CENTERS, INC.		10930
26-00028		OPEN PO FOR VARIOUS SUPPLIES	327.84	
7163	03/09/26	POSTM005 POST MASTER - TOMS RIVER		10930
V2600263		REPLENISH PERMIT #300 W/S	2,486.00	
7164	03/09/26	REMIN015 REMINGTON & VERNICK ENGINEERS		10930
25000283		Engineering Services ESA	1,442.50	
V2600277		DECEMBER GENERAL ENGINEERING	3,598.30	
			<u>5,040.80</u>	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	45,462.52	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>7</u>	<u>0</u>	<u>45,462.52</u>	<u>0.00</u>

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	45,462.52	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>7</u>	<u>0</u>	<u>45,462.52</u>	<u>0.00</u>

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST FUND:	5-05	1,442.50	0.00	0.00	1,442.50
WATER EAST FUND:	6-05	44,020.02	0.00	0.00	44,020.02
Total of All Funds:		<u>45,462.52</u>	<u>0.00</u>	<u>0.00</u>	<u>45,462.52</u>

MANCHESTER TOWNSHIP

Totals by Year-Fund
Fund Description

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST CAPITAL:	C-06	128,375.70	0.00	0.00	128,375.70
Total of All Funds:		<u>128,375.70</u>	<u>0.00</u>	<u>0.00</u>	<u>128,375.70</u>

Range of Checking Accts: 07 SEWER EAST to 07 SEWER EAST Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
07		SEWER EAST Sewer Operating Account			
4426	02/26/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL			10900
26-00480		SEWER EAST PAY 5	33,419.77		
4427	03/09/26	AMAZON01 AMAZON CAPITAL SERVICES INC			10931
26-00321		First Aid Supplies	75.63		
4428	03/09/26	FERGU010 FERGUSON US HOLDINGS, INC			10931
25002251		EMG TF5 New PTAC Heating Units	2,048.07		
4429	03/09/26	POSTM005 POST MASTER - TOMS RIVER			10931
V2600263		REPLENISH PERMIT #300 W/S	2,486.00		
4430	03/09/26	REMIN015 REMINGTON & VERNICK ENGINEERS			10931
25002051		Engineering Services	3,522.50		
4431	03/09/26	SHAFT005 SHAFTS & SLEEVES CO, INC.			10931
25002222		New Bilko Doors Cedar Glen #2	5,260.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	46,811.97	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	46,811.97	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	46,811.97	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	46,811.97	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER EAST FUND:	5-07	10,830.57	0.00	0.00	10,830.57
SEWER EAST FUND:	6-07	35,981.40	0.00	0.00	35,981.40
Total of All Funds:		<u>46,811.97</u>	<u>0.00</u>	<u>0.00</u>	<u>46,811.97</u>

Range of Checking Accts: 06 WAT EAST CAP to 06 WAT EAST CAP Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
06 WAT EAST CAP	Water Capital Fund			
1179	03/09/26	REMIN015 REMINGTON & VERNICK ENGINEERS		10934
25002066	PROPOSSAL WELL 4 PILOT STUDY	350.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	350.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	350.00	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	350.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	350.00	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST CAPITAL:	C-06	350.00	0.00	0.00	350.00
Total of All Funds:		<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>350.00</u>

26-134

March 9, 2026

DRAFT

RESOLUTION AUTHORIZING PAYMENT OF BILLS

MANCHESTER TOWNSHIP, NEW JERSEY

BE IT RESOLVED by the Township Council of the Township of Manchester that the following bills on the list hereto be paid; the Chief Financial Officer is hereby authorized and directed to draw checks for the payment of same as and when funds are available.

SUMMARY

Water Utility West	\$	156,408.82
Sewer Utility West	\$	258,896.85
Water Utility West Capital Fund	\$	23,702.50
Sewer Utility West Capital Fund	\$	<u> -</u>
	\$	<u> 439,008.17</u>

CERTIFICATION:



Jeanette M Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

UTILITY WEST ADDENDUM

DRAFT

26-134

WATER WEST OPERATING

PAYROLL WEEK ENDING 3/13/26

NJ Solutions Bill	Utilities Portion of March Medical	wire	9,787.00
			<u>9,787.00</u>

SEWER WEST OPERATING

PAYROLL WEEK ENDING 3/13/26

NJ Solutions Bill	Utilities Portion of March Medical	wire	7,917.50
			<u>7,917.50</u>

WATER WEST CAPITAL

SEWER WEST CAPITAL

0.00

0.00

February 18, 2026
03:44 PM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Range of Checking Accts: 30 WATER WEST to 30 WATER WEST Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
30 WATER WEST		Water West Account			
23742	02/11/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	29,858.32		10861
23743	02/23/26	COREM005 CORE & MAIN LP	5,425.00		10880
23744	02/23/26	JCPL0005 J C P & L	18,039.55		10880
23745	02/23/26	MIRAC005 MIRACLE CHEMICAL CO.	11,698.31		10880
23746	02/23/26	NJWAT005 NJ WATER ASSOCIATION	980.00		10880
23747	02/23/26	OCEAN105 OCEAN COUNTY UTILITIES AUTH.	194,620.63	02/23/26 VOID	10880 (Reason: incorrect account)
23748	02/23/26	REMIN015 REMINGTON & VERNICK ENGINEERS	35,341.25		10880

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	1	101,342.43	194,620.63
Direct Deposit:	0	0	0.00	0.00
Total:	6	1	101,342.43	194,620.63

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	1	101,342.43	194,620.63
Direct Deposit:	0	0	0.00	0.00
Total:	6	1	101,342.43	194,620.63

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MANCHESTER TOWNSHIP
Check Register By Check Date

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST FUND:	5-30	22,040.00	0.00	0.00	22,040.00
WATER WEST FUND:	6-30	79,302.43	0.00	0.00	79,302.43
Total of All Funds:		<u>101,342.43</u>	<u>0.00</u>	<u>0.00</u>	<u>101,342.43</u>

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MANCHESTER TOWNSHIP
Check Register By Check Date

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Range of Checking Accts: 32 SEWER WEST to 32 SEWER WEST Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
32 SEWER WEST		Sewer West Account			
12199	02/11/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	26,655.10		10863
12200	02/23/26	JCPL0005 J C P & L	2,544.47		10882
12201	02/23/26	USABL005 USA BLUEBOOK	41.76		10882
12202	02/23/26	OCEAN105 OCEAN COUNTY UTILITIES AUTH.	194,620.63		10892

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	223,861.96	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	223,861.96	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	223,861.96	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	223,861.96	0.00

Totals by Year-Fund
Fund Description

Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER WEST FUND: 6-32	223,861.96	0.00	0.00	223,861.96
Total of All Funds:	<u>223,861.96</u>	<u>0.00</u>	<u>0.00</u>	<u>223,861.96</u>

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MANCHESTER TOWNSHIP
Check Register By Check Date

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Range of Checking Accts: 31 WAT WEST CAP to 31 WAT WEST CAP Range of Check Dates: 02/10/26 to 02/23/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
31 WAT WEST CAP		Water Capital West Account			
52	02/23/26	JESCO005 JESCO, INC.	20,000.00		10881
53	02/23/26	REMIN015 REMINGTON & VERNICK ENGINEERS	3,702.50		10881
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	
		Checks:	2	0	
		Direct Deposit:	0	0	
		Total:	2	0	
			<u>Amount Paid</u>	<u>Amount Void</u>	
			23,702.50	0.00	
			0.00	0.00	
			23,702.50	0.00	
Report Totals					
			<u>Paid</u>	<u>Void</u>	
		Checks:	2	0	
		Direct Deposit:	0	0	
		Total:	2	0	
			<u>Amount Paid</u>	<u>Amount Void</u>	
			23,702.50	0.00	
			0.00	0.00	
			23,702.50	0.00	

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST CAPITAL:	C-31	23,702.50	0.00	0.00	23,702.50
Total of All Funds:		<u>23,702.50</u>	<u>0.00</u>	<u>0.00</u>	<u>23,702.50</u>

Range of Checking Accts: 30 WATER WEST to 30 WATER WEST Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
30 WATER WEST		Water West Account			
23749	02/26/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL			10899
26-00479		WATER WEST PAY 5	28,577.03		
23750	03/09/26	FERGU010 FERGUSON US HOLDINGS, INC			10932
25001993		utility Repair Parts	1,921.20		
23751	03/09/26	FYRFY005 FYR-FYTERS SALES & SVC, INC			10932
26-00356		WSA/ESA Annual Fire Alarm Test	909.40		
26-00357		Extinguisher Replacement	1,519.01		
26-00360		ESA Fire Sprinkler Annual Test	350.00		
			<u>2,778.41</u>		
23752	03/09/26	POSTM005 POST MASTER - TOMS RIVER			10932
V2600263		REPLENISH PERMIT #300 W/S	1,993.00		
23753	03/09/26	VERIZ035 VERIZON			10932
V2600286		PHONE SVC 250-775-723-0001-90	134.75		
23754	03/09/26	WATER010 WATER RESOURCE MANAGEMENT, INC			10932
V2600238		DEC 2025 LICENSED OPERATOR	9,875.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	45,279.39	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>6</u>	<u>0</u>	<u>45,279.39</u>	<u>0.00</u>

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	45,279.39	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>6</u>	<u>0</u>	<u>45,279.39</u>	<u>0.00</u>

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST FUND:	5-30	11,796.20	0.00	0.00	11,796.20
WATER WEST FUND:	6-30	33,483.19	0.00	0.00	33,483.19
Total of All Funds:		<u>45,279.39</u>	<u>0.00</u>	<u>0.00</u>	<u>45,279.39</u>

Range of Checking Accts: 32 SEWER WEST to 32 SEWER WEST Range of Check Dates: 02/24/26 to 03/09/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
32		SEWER WEST Sewer West Account			
12203	02/26/26	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL			10901
		26-00481 SEWER WEST PAY 5	24,946.95		
12204	03/09/26	AMAZON01 AMAZON CAPITAL SERVICES INC			10933
		26-00313 Phone Case & Accessories	177.44		
12205	03/09/26	POSTM005 POST MASTER - TOMS RIVER			10933
		V2600263 REPLENISH PERMIT #300 w/S	1,993.00		
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	3	0	27,117.39
		Direct Deposit:	0	0	0.00
		Total:	<u>3</u>	<u>0</u>	<u>27,117.39</u>
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	3	0	27,117.39
		Direct Deposit:	0	0	0.00
		Total:	<u>3</u>	<u>0</u>	<u>27,117.39</u>

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER WEST FUND:	6-32	27,117.39	0.00	0.00	27,117.39
Total of All Funds:		<u>27,117.39</u>	<u>0.00</u>	<u>0.00</u>	<u>27,117.39</u>

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AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, REPEALING ORDINANCE 2024-40 IN ITS ENTIRETY

WHEREAS, the Township of Manchester (“Township”) adopted Ordinance 2024-40, seeking to modify permitted uses located within Pinelands areas within the Township, on November 25, 2024; and

WHEREAS, the Pinelands Commission (“Commission”) notified the Township in writing that the proposed ordinance directly relates to the standards of the Pinelands Comprehensive Management Plan (“CMP”) and must be formally reviewed and approved by the Commission; and

WHEREAS, the Commission noted Ordinance 2024-40 needed further review as it had concerns with the ordinance’s consistency with CMP standards, particularly the removal of townhouse development as a permitted use in the POR-LI District; and

WHEREAS, over the course of 2025, the Commission and the Township conducted virtual meetings and exchanged correspondence related to the Commission’s review of Ordinance 2024-40; and

WHEREAS, the Pinelands Commission’s Executive Director, by written correspondence dated January 6, 2026, notified the Township that the Commission cannot certify Ordinance 2024-40; and

WHEREAS, Pinelands Commission certification is necessary, pursuant to N.J.A.C. 7:50-3.1 et seq., in order for local land use ordinances to be deemed valid; and

WHEREAS, the absence of certification by the Pinelands Commission renders Ordinance 2024-40 unenforceable and, therefore, the ordinance shall be repealed.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey as follows:

SECTION 1. Ordinance 2024-40 of the Township Code which revised Chapter 245 of the Township Code is hereby repealed in its entirety, pursuant to the Pinelands Commission’s letter dated January 6, 2026, and its failure to certify the ordinance.

SECTION 2. This Ordinance shall be part of the code of the Township of Manchester as though codified and fully set forth therein. The Township Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The Township Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Manchester in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

SECTION 3. If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

SECTION 4. All Ordinances or parts of Ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 6. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 26th day of January 2026 and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on March 9, 2026. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

Teri Giercyk, RMC, CMC
Municipal Clerk

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AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 7 OF THE TOWNSHIP CODE, ENTITLED "TRAFFIC", SO AS TO AMEND SECTION 7-14.1, ENTITLED "PARKING PROHIBITIONS"

BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. That Section 7-14.1, entitled "Parking Prohibitions," of the Code of the Township of Manchester, so as to include Congasia Road, which shall now read as follows:

§ 7-14.1. Parking prohibitions.

No person shall park a vehicle at any time upon streets or portions of streets described.

Street	Sides	Location
Congasia Road	Both	Parking prohibited from 9:00 p.m. to 6:00 a.m. for the entire length.
Colonial Drive	Both	Parking prohibited at any time between State Route 37 and State Route 70
Lake Road	Both	Parking prohibited at any time for the entire length
Morningside Street	Both	Parking prohibited at any time Between between Eighth Avenue and Tenth Avenue
Schoolhouse Road	Both	Parking prohibited any time 50 feet north and 50 feet south from its intersections. Parking on the remainder of the street is prohibited from 9:00 p.m. to 6:00 a.m.
Station Road	Both	Parking prohibited at any time for the entire length
Tenth Avenue	Both	Parking prohibited at any time on Tenth Avenue for 200 feet south of CR 571
Teresa Way	Both	Parking prohibited at any time for the entire length

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Street	Sides	Location
Wranglebrook Road	Both	Parking prohibited any time 50 feet north and 50 feet south from its intersections. Parking on the remainder of the street is prohibited from 9:00 p.m. to 6:00 a.m.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 9th day of February 2026 and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on March 9, 2026. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

Teri Giercyk, RMC/CMC
Municipal Clerk

AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING THE SALARY RANGES AND POSITIONS OF BARGAINING AND NON-BARGAINING UNIT EMPLOYEES

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BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

Section 1. The salaries for the new job titled listed below are as follows:

<u>NEW POSITION (Bargaining Unit Employees)</u>	<u>SALARY RANGE</u>
Field and Meter Technician	\$50,000 - \$82,000

<u>Non-Bargaining Unit Employees</u>	<u>SALARY RANGE</u>
Director of Finance/Chief Financial Officer	\$90,000 - \$180,000

Section 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 3. Pursuant to the provisions of N.J.S.A. 40:69A-181(b), this ordinance shall take effect twenty (20) days after its final passage by the Township Council and approval by the Mayor where such approval is required by law.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester in the County of Ocean and State of New Jersey on the 9th day of February 2026 and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Municipal Building at 6:00 p.m. on 9th of March 2026. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

Teri Giercyk, RMC/CMC
Municipal Clerk

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AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 160 OF THE TOWNSHIP CODE, ENTITLED "FEES", SO AS TO AMEND ARTICLE X, ENTITLED "MARRIAGES AND CIVIL UNIONS"

BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. That Article X of Chapter 160, entitled "Marriages and Civil Unions," of the Code of the Township of Manchester, is hereby amended, and shall now read as follows:

§ 160-25. Purpose.

The purpose of this article is to establish fees and procedures for marriages or civil unions when performed by the Mayor and Township Clerk of Manchester Township.

§ 160-26. Statutory authorization to perform weddings and civil union ceremonies.

N.J.S.A. 37:1-13 et seq. permits mayors and municipal clerks to perform weddings and civil union ceremonies.

§ 160-27. Statutory authorization of fee.

N.J.S.A. 40:48-1, in conjunction with Local Finance Notice 2007-5, permits the collection of such fees and authorizes the fees to be deposited in the general treasury of the Township.

§ 160-28. Fees.

The fee schedule is hereby set as follows:

- A. Those persons requesting a marriage or civil union during business hours within the Township shall pay a fee not to exceed \$100.
- B. Those persons requesting a marriage or civil union outside of regular business hours within the Township shall pay a fee not to exceed \$125.
- C. Those persons requesting a marriage or civil union during business hours outside of Manchester Township shall pay a fee not to exceed \$175.
- D. Those persons requesting a marriage or civil union outside of regular business hours outside of Manchester Township shall pay a fee not to exceed \$250.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 9th day of February 2026 and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on March 9, 2026. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

Teri Giercyk, RMC/CMC
Municipal Clerk

**TOWNSHIP OF MANCHESTER
COUNTY OF OCEAN**

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BOND ORDINANCE NO. 26-15

BOND ORDINANCE PROVIDING FOR WATER UTILITY IMPROVEMENTS TO THE WESTERN SERVICE AREA OF THE TOWNSHIP OF MANCHESTER, INCLUDING THE REPLACEMENT OF WELL NO. 10 AND DECOMMISSIONING OF THE EXISTING WELL, APPROPRIATING \$2,142,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,142,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY

BE IT ORDAINED by the TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as Water Utility improvements to be undertaken in and by the Township of Manchester, in the County of Ocean, New Jersey (the "Township"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$2,142,000, said sum being inclusive of all appropriations heretofore made therefor. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the Township as set forth in N.J.S.A. 40A:2-7h. Additionally, no down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes a project intended to be funded through the New Jersey Water Bank Financing Program.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$2,142,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized to be undertaken and the purposes for which the obligations are to be issued consist of Water Utility improvements to the Western Service Area of the Township, including the replacement of Well No. 10 and decommissioning of the existing well, including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the Township Chief Financial Officer, as finally approved by the governing body of the Township.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$2,142,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$2,142,000, which is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Township may lawfully undertake as Water Utility improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is forty (40) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Township as defined in the Local Bond Law is not increased by the authorization of the \$2,142,000 bonds and notes provided in this bond ordinance because the purposes authorized herein are self-liquidating and are deductible from the Township's gross debt in accordance with N.J.S.A. 40A:2-44c and the obligations authorized herein will be within all debt limitations prescribed by said Law.

(d) An aggregate amount not exceeding \$465,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of

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expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Township are used to finance, on an interim basis, costs of said improvements or purposes, the Township reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

(f) This bond ordinance authorizes obligations of the Township solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the Township pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Township for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and, unless paid from other sources, the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

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**TOWNSHIP OF MANCHESTER
COUNTY OF OCEAN
BOND ORDINANCE NO. 26-15**

NOTICE OF PENDING BOND ORDINANCE

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Manchester, in the County of Ocean, New Jersey (the "Township"), held on February 23, 2026. It will be further considered for final passage after public hearing thereon, at a meeting of said governing body to be held at 1 Colonial Drive, Manchester, New Jersey, on March 9, 2026, at 6:00 p.m., or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning the same.

A copy of this ordinance has been posted on the bulletin board upon which public notices are customarily posted in the Municipal Complex of the Township during the week prior to and up to and including the date of such meeting; copies of the ordinance are available to the general public of the Township who shall request such copies, at the office of the Municipal Clerk in said Township of Manchester, in the County of Ocean, New Jersey. The summary of the terms of such bond ordinance follows:

TITLE: BOND ORDINANCE PROVIDING FOR WATER UTILITY IMPROVEMENTS TO THE WESTERN SERVICE AREA OF THE TOWNSHIP OF MANCHESTER, INCLUDING THE REPLACEMENT OF WELL NO. 10 AND DECOMMISSIONING OF THE EXISTING WELL, APPROPRIATING \$2,142,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,142,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY.

Purpose(s): Providing for Water Utility improvements to the Western Service Area of the Township, including the replacement of Well No. 10 and decommissioning of the existing well.

- Appropriation: \$2,142,000
- Bonds/Notes Authorized: \$2,142,000
- Section 20 Costs: \$465,000
- Useful Life: 40 Years

TERI GIERCYK, Municipal Clerk
Township of Manchester
County of Ocean, New Jersey

**TOWNSHIP OF MANCHESTER
COUNTY OF OCEAN**

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BOND ORDINANCE NO. 26-16

BOND ORDINANCE PROVIDING FOR WATER UTILITY IMPROVEMENTS TO THE EASTERN SERVICE AREA OF THE TOWNSHIP OF MANCHESTER, INCLUDING THE ROUTE 70 WATER MAIN EXTENSION PROJECT, APPROPRIATING \$2,565,400 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,565,400 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY

BE IT ORDAINED by the TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as Water Utility improvements to be undertaken in and by the Township of Manchester, in the County of Ocean, New Jersey (the "Township"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$2,565,400, said sum being inclusive of all appropriations heretofore made therefor. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the Township as set forth in N.J.S.A. 40A:2-7h. Additionally, no down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes a project intended to be funded through the New Jersey Water Bank Financing Program.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$2,565,400, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized to be undertaken and the purposes for which the obligations are to be issued consist of Water Utility improvements to the Eastern Service Area of the Township, including the Route 70 Water Main Extension Project, including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the Township Chief Financial Officer, as finally approved by the governing body of the Township.

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(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$2,565,400, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$2,565,400, which is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Township may lawfully undertake as Water Utility improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is forty (40) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Township as defined in the Local Bond Law is not increased by the authorization of the \$2,565,400 bonds and notes provided in this bond ordinance because the purposes authorized herein are self-liquidating and are deductible from the Township's gross debt in accordance with N.J.S.A. 40A:2-44c and the obligations authorized herein will be within all debt limitations prescribed by said Law.

(d) An aggregate amount not exceeding \$496,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of

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expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Township are used to finance, on an interim basis, costs of said improvements or purposes, the Township reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

(f) This bond ordinance authorizes obligations of the Township solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the Township pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Township for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and, unless paid from other sources, the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**TOWNSHIP OF MANCHESTER
COUNTY OF OCEAN
BOND ORDINANCE NO. 26-16**

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NOTICE OF PENDING BOND ORDINANCE

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Manchester, in the County of Ocean, New Jersey (the "Township"), held on February 23, 2026. It will be further considered for final passage after public hearing thereon, at a meeting of said governing body to be held at 1 Colonial Drive, Manchester, New Jersey, on March 9, 2026, at 6:00 p.m., or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning the same.

A copy of this ordinance has been posted on the bulletin board upon which public notices are customarily posted in the Municipal Complex of the Township during the week prior to and up to and including the date of such meeting; copies of the ordinance are available to the general public of the Township who shall request such copies, at the office of the Municipal Clerk in said Township of Manchester, in the County of Ocean, New Jersey. The summary of the terms of such bond ordinance follows:

TITLE: BOND ORDINANCE PROVIDING FOR WATER UTILITY IMPROVEMENTS TO THE EASTERN SERVICE AREA OF THE TOWNSHIP OF MANCHESTER, INCLUDING THE ROUTE 70 WATER MAIN EXTENSION PROJECT, APPROPRIATING \$2,565,400 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,565,400 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY.

Purpose(s): Providing for Water Utility improvements to the Eastern Service Area of the Township, including the Route 70 Water Main Extension Project.

Appropriation: \$2,565,400

Bonds/Notes Authorized: \$2,565,400

Section 20 Costs: \$496,000

Useful Life: 40 Years

TERI GIERCYK, Municipal Clerk
Township of Manchester
County of Ocean, New Jersey

ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CERTAIN SECTIONS OF CHAPTER 430 OF THE TOWNSHIP CODE, ENTITLED WATER AND SEWER, ARTICLE I, WATER CONNECTIONS, SECTION 430-1 WATER CONNECTION REQUIRED & SECTION 430-4 FAILURE TO CONNECT, DELINQUENT NOTICE

BE IT ORDAINED by the Township Council of the Township of Manchester in the County of Ocean, State of New Jersey as follows:

SECTION 1. Part II, Chapter 430, Article I, Section 430-1 Water Connection Required., is hereby amended as follows:

§ 430-1 Water connection required.

B. 1. For any previously permitted and installed irrigation meters, the homeowner or their representative must disconnect the meter prior to winterization of the irrigation system. Failure to disconnect the meter could result in freezing or damage to the meter. Any damage caused by the failure to disconnect the meter prior to winter shall be borne by the homeowner, including the purchase and installation of a new water meter and any other associated costs.

SECTION 2. Part II, Chapter 430, Article I, Section 430-4 Failure to connect; delinquent notice., is hereby amended as follows:

§ 430-4 Failure to Connect, delinquent notice.

Should the owner of any property fail or neglect to connect to the public water system pursuant to §§ 430-1, 430-2 and 430-3, hereinabove, the owner of the property shall be provided a delinquent notice by the Township. Connection to the public water system shall thereafter be made within 30 days after service of the delinquent notice. The delinquent notice shall be served upon the owner of the property personally, by leaving it at his usual place of abode with a member of his family above the age of 18 years, or so by mailing such notice by certified mail, return receipt requested, to the owner's last known post office address as shown on the tax records of the Township.

A. The Department of Utilities shall on occasion be required to upgrade or replace water meters. Owners shall be notified of the replacement and given a reasonable time to schedule meter replacement if access to the dwelling is required. Should the owner of any property fail or neglect to schedule an appointment for meter replacement, the owner of the property shall be provided a delinquent notice by the Township. Meter replacement shall thereafter be allowed within 30 days after service of the delinquent notice. The delinquent notice shall be served upon the owner of the property personally, by leaving it at his usual place of abode with a member of his family above the age of 18 years, or so by mailing such notice by certified mail, return receipt requested, to the owner's last known post office address as shown on the tax records of the Township.

§ 430-5 Violations and penalties; enforcement.

A. Any property owner who shall violate this article by failing to comply with any of its provisions within 30 days after service of the delinquent notice pursuant to § 430-4 may be subject to a fine of not more than \$1,000, by imprisonment for a term not to exceed 90 days or by community service of not more than 90 days, or any combination of fine, imprisonment and community service as determined in the discretion of the Municipal Court Judge. The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violation may be punished as provided above for each separate offense.

B. The provisions of this article shall be enforceable by the Township of Manchester through its respective designee(s), which shall include but not be limited to the Township Clerk and the Director of the Manchester Township Department of Public Works.

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SECTION 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any Section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the Section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

SECTION 5. This Ordinance shall take effect upon publication in the official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the 9th day of March 2026 at 6:00 p.m. The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for the 23rd day of March 2026 at 6:00 p.m., or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

TERI GIERCYK, RMC/CMC
Municipal Clerk

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE VACATION OF PORTIONS OF WESTON AVENUE, MADISON STREET, JACKSON
AVENUE AND MANCHESTER AVENUE**

WHEREAS, there exist rights-of-way on Weston Avenue, Madison Street, Jackson Avenue and Manchester Avenue within the Township of Manchester, County of Ocean, State of New Jersey, as detailed in the R.O.W. Vacation Exhibit, attached hereto as Schedule A; and

WHEREAS, the Township wishes to vacate this rights-of-ways; and

WHEREAS, the Township Engineer has prepared the metes and bounds descriptions to vacate these portions of roadways, attached hereto as Schedule B; and

WHEREAS, *N.J.S.A.* 40A:12-13(b)(4) authorizes the Township of Manchester Township Council to extinguish and vacate said portions of the street provided that said action is authorized by Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. There is hereby vacated all of the right, title, and interest of the public for all public usages and purposes in and to those portions pursuant to the R.O.W. Vacation Exhibit, as is set forth on Schedules A and B, attached hereto and made a part hereof. However, the Township does hereby expressly reserve and except from the vacation all rights and privileges now possessed by public utilities, as defined in R.S. 48:2-13, and by any cable television company, as defined in the "Cable Television Act," P.L. 1972, c. 186, (C. 48:5A-1, *et seq.*), to maintain, repair and replace their existing facilities in, adjacent to, over or under the street, highway, lane, alley, square, place or park, or any part thereof, being vacated by the provisions of this ordinance.

SECTION 2. At least one (1) week prior to the time fixed for further consideration for final passage of this ordinance, a copy hereof, together with a notice stating the introduction of the ordinance on first reading and the time and place when and where the ordinance will be considered for final passage, shall be mailed to every person whose lands may be affected by the adoption of the ordinance.

SECTION 3. This ordinance shall be published at least once in an official newspaper of the Township of Manchester at least ten (10) days prior to the time fixed for consideration of the final passage of the ordinance.

SECTION 4. The Township Clerk, if this ordinance is adopted on final reading, shall submit a certified copy of this ordinance, together with proof of publication, to the Ocean County Clerk's Office for recording in the Book of Vacations.

SECTION 5. This ordinance shall take effect after the second reading and publication as required by law.

SECTION 6. A copy of this Ordinance, in addition to the Schedules referenced herein, shall be kept on file and made available for public inspection in the Township Clerk's Office during normal business hours.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, held on March 9, 2026 and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 23th day of March, 2026 at 6:00 p.m., or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

TERI GIERCYK, RMC/CMC
Municipal Clerk

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SCHEDULE A

SCHEDULE B

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**METES AND BOUNDS DESCRIPTION
WESTON AVENUE TO BE VACATED
TOWNSHIP OF MANCHESTER
OCEAN COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land situated and lying in the Township of Manchester, County of Ocean, and State of New Jersey and being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the northeasterly R.O.W. line of Wilbur Avenue (55' R.O.W.), with the northwesterly R.O.W. line of Weston Avenue (40' R.O.W.), and running; thence

- 1) Along said northwesterly R.O.W. line of Weston Avenue, N36°53'31"E, a distance of 1,536.31 feet to a point; thence
- 2) S48°06'27"E, a distance of 40.15 feet to a point on the southeasterly R.O.W. line of Weston Avenue; thence
- 3) Along same, S36°53'31"W, a distance of 1,532.81 feet to a point on said northeasterly R.O.W. line of Wilbur Avenue; thence
- 4) Along same, N53°06'29"W, a distance of 40.00 feet to a point, said point being the Point and Place of Beginning.

Subject to Zoning Ordinances, Easements, Covenants and Restrictions of record and any other rights to the public in the roads herein mentioned.

Particularly shown on a R.O.W. Vacation exhibit prepared by Morgan Engineering, LLC, dated January 27, 2026, last revised March 3, 2026, marked project #E25-00514.



DAVID J. VON STEENBURG, P.L.S.
N.J. LIC. NO. 34500

3/3/2026
DATE

(Project No. E25-00514) SI

**METES AND BOUNDS DESCRIPTION
PORTION OF MADISON STREET TO BE VACATED
TOWNSHIP OF MANCHESTER
OCEAN COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land situated and lying in the Township of Manchester, County of Ocean, and State of New Jersey and being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the southwesterly R.O.W. line of Madison Street (40' R.O.W.), with the southeasterly R.O.W. line of Weston Avenue (40' R.O.W.), said point being a distance of 1,000 feet from its intersection with the northeasterly R.O.W. line of Wilbur Avenue (50' R.O.W.), and running; thence

- 1) Along said southeasterly R.O.W. line of Weston Avenue, N36°53'31"E, a distance of 40.00 feet to a point therein; thence
- 2) Along the northeasterly R.O.W. line of Madison Street, S53°06'29"E, a distance of 200.00 feet to a point; thence
- 3) Along the northwesterly R.O.W. line of Manchester Avenue (40' R.O.W.), S36°53'31"W, a distance of 40.00 feet to a point; thence
- 4) Along the southwesterly R.O.W. line of Madison Street, N53°06'29"W, a distance of 200.00 feet to a point, said point being the Point and Place of Beginning.

Subject to Zoning Ordinances, Easements, Covenants and Restrictions of record and any other rights to the public in the roads herein mentioned.

Particularly shown on a R.O.W. Vacation exhibit prepared by Morgan Engineering, LLC, dated January 27, 2026, last revised on March 3, 2026, marked project #E25-00514.



DAVID J. VON STEENBURG, P.L.S.
N.J. LIC. NO. 34500

3/3/2026
DATE

(Project No. E25-00514) SI

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**METES AND BOUNDS DESCRIPTION
PORTION OF MADISON STREET TO BE VACATED
TOWNSHIP OF MANCHESTER
OCEAN COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land situated and lying in the Township of Manchester, County of Ocean, and State of New Jersey and being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the southwesterly R.O.W. line of Madison Street (40' R.O.W.), with the southeasterly R.O.W. line of Manchester Avenue (40' R.O.W.), said point being a distance of 1,000 feet from its intersection with the northeasterly R.O.W. line of Wilbur Avenue (50' R.O.W.), and running; thence

- 1) Along said southeasterly R.O.W. line of Manchester Avenue, N36°53'31"E, a distance of 40.00 feet to a point therein; thence
- 2) Along the northeasterly R.O.W. line of Madison Street, S53°06'29"E, a distance of 200.00 feet to a point; thence
- 3) Along the northwesterly R.O.W. line of Jackson Avenue (40' R.O.W.), S36°53'31"W, a distance of 40.00 feet to a point; thence
- 4) Along the southwesterly R.O.W. line of Madison Street, N53°06'29"W, a distance of 200.00 feet to a point, said point being the Point and Place of Beginning.

Subject to Zoning Ordinances, Easements, Covenants and Restrictions of record and any other rights to the public in the roads herein mentioned.

Particularly shown on a R.O.W. Vacation exhibit prepared by Morgan Engineering, LLC, dated January 27, 2026, last revised on March 3, 2026, marked project #E25-00514.



DAVID J. VON STEENBURG, P.L.S.
N.J. LIC. NO. 34500

3/3/2026
DATE

(Project No. E25-00514) SI

18-001/01/1/1

**METES AND BOUNDS DESCRIPTION
JACKSON AVENUE TO BE VACATED
TOWNSHIP OF MANCHESTER
OCEAN COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land situated and lying in the Township of Manchester, County of Ocean, and State of New Jersey and being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the northwesterly R.O.W. line of Jackson Avenue (40' R.O.W.), with the northeasterly R.O.W. line of Wilbur Avenue (55' R.O.W.), and running; thence

- 1) Along said northwesterly R.O.W. line of Jackson Avenue, N36°53'31"E, a distance of 1,454.92 feet to a point on a curve therein; thence
- 2) Along a curve to the right, having a radius of 75.00 feet and an arc length of 46.32 feet to a point in the southeasterly R.O.W. line of Jackson Avenue; thence
- 3) Along same, S36°53'31"W, a distance of 282.63 feet to a point; thence
- 4) Along same, N53°06'29"W, a distance of 5.00 feet to a point; thence
- 5) Along same, S36°53'31"W, a distance of 1,165.00 feet to a point; thence
- 6) Along said northeasterly R.O.W. line of Wilbur Avenue, N53°06'29"W, a distance of 40.00 feet to a point, said point being the Point and Place of Beginning.

Subject to Zoning Ordinances, Easements, Covenants and Restrictions of record and any other rights to the public in the roads herein mentioned.

Particularly shown on a R.O.W. Vacation exhibit prepared by Morgan Engineering, LLC, dated January 27, 2026, last revised on March 3, 2026, marked project #E25-00514.



DAVID J. VON STEENBURG, P.L.S.
N.J. LIC. NO. 34500

3/3/2026
DATE

(Project No. E25-00514) SI

**METES AND BOUNDS DESCRIPTION
PORTION OF MANCHESTER AVENUE TO BE VACATED
TOWNSHIP OF MANCHESTER
OCEAN COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land situated and lying in the Township of Manchester, County of Ocean, and State of New Jersey and being more particularly bounded and described as follows:

Beginning at a point on the northwesterly R.O.W. line of Manchester Avenue (40' R.O.W.) said point being N36°53'31"E, a distance of 23.54 feet to the intersection of said northwesterly R.O.W. line of Manchester Avenue, with the northeasterly R.O.W. line of Madison Street (40' R.O.W.), and running; thence

- 1) Along said northwesterly R.O.W. line of Manchester Avenue, N36°53'31"E, a distance of 491.77 feet to a point therein; thence
- 2) S48°06'27"E, a distance of 40.15 feet to a point; thence
- 3) Along the southeasterly R.O.W. line of Manchester Avenue, S36°53'31"W, a distance of 501.88 feet to a point of curvature; thence
- 4) Along a curve bearing to the left having a radius of 70.00 feet, an arc length of 42.92 feet to a point, said point being the Point and Place of Beginning.

Subject to Zoning Ordinances, Easements, Covenants and Restrictions of record and any other rights to the public in the roads herein mentioned.

Particularly shown on a R.O.W. Vacation exhibit prepared by Morgan Engineering, LLC, dated January 27, 2026, last revised on March 3, 2026, marked project #E25-00514.



DAVID J. VON STEENBURG, P.L.S.
N.J. LIC. NO. 34500

3/3/2026
DATE

(Project No. E25-00514) SI

AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE VACATION OF BLANCHE AVENUE, CLEVELAND AVENUE AND EVELYN STREET

WHEREAS, there exist rights-of-way on Blanche Avenue, Cleveland Avenue and Evelyn Street within the Township of Manchester, County of Ocean, State of New Jersey, as shown on the Tax Map, attached hereto as Schedule A; and

WHEREAS, the Township wishes to vacate this rights-of-ways; and

WHEREAS, the Township wishes to vacate the entirety of these streets, as shown on Schedule A; and

WHEREAS, *N.J.S.A.* 40A:12-13(b)(4) authorizes the Township of Manchester Township Council to extinguish and vacate said portions of the street provided that said action is authorized by Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. There is hereby vacated all of the right, title, and interest of the public for all public usages and purposes in and to Blanche Avenue, Cleveland Avenue and Evelyn Street, as is set forth on Schedule A, attached hereto and made a part hereof. However, the Township does hereby expressly reserve and except from the vacation all rights and privileges now possessed by public utilities, as defined in R.S. 48:2-13, and by any cable television company, as defined in the "Cable Television Act," P.L. 1972, c. 186, (C. 48:5A-1, *et seq.*), to maintain, repair and replace their existing facilities in, adjacent to, over or under the street, highway, lane, alley, square, place or park, or any part thereof, being vacated by the provisions of this ordinance.

SECTION 2. At least one (1) week prior to the time fixed for further consideration for final passage of this ordinance, a copy hereof, together with a notice stating the introduction of the ordinance on first reading and the time and place when and where the ordinance will be considered for final passage, shall be mailed to every person whose lands may be affected by the adoption of the ordinance.

SECTION 3. This ordinance shall be published at least once in an official newspaper of the Township of Manchester at least ten (10) days prior to the time fixed for consideration of the final passage of the ordinance.

SECTION 4. The Township Clerk, if this ordinance is adopted on final reading, shall submit a certified copy of this ordinance, together with proof of publication, to the Ocean County Clerk's Office for recording in the Book of Vacations.

SECTION 5. This ordinance shall take effect after the second reading and publication as required by law.

SECTION 6. A copy of this Ordinance, in addition to the Schedules referenced herein, shall be kept on file and made available for public inspection in the Township Clerk's Office during normal business hours.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, held on March 9, 2026 and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 23rd day of March 2026 at 6:00 p.m., or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

TERI GIERCYK, RMC/CMC
Municipal Clerk

DRAFT

SCHEDULE A

3/10/2026

ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, FOR CALENDAR YEAR 2026, TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK PURSUANT TO (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 up 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 Township Council of the Township of Manchester in the County of Ocean 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 Township Council hereby determines that a 1.5% increase in the budget for said year, amounting to \$509,571.65 in excess of the increase in final appropriations, otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Manchester, in the County of Ocean, 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 Township of Manchester shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 1.5%, amounting to \$590,571.65 , and that the CY 2026 municipal budget for the Township of Manchester 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.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, held on March 9, 2026 and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 23rd day of March, 2026 at 6:00 p.m., or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

TERI GIERCYK, RMC/CMC
Municipal Clerk

DRAFT

AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, ADOPTING PORTIONS OF THE GENERAL REEXAMINATION OF THE MASTER PLAN REVISING DEFINITIONS PERTAINING TO CLUSTER DEVELOPMENT

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, that pursuant to portions of the General Reexamination of the Master Plan of the Township, adopted January 6, 2026, the Township Code is hereby amended and supplemented as follows:

SECTION 1. Chapter 245 of the Township Code of the Township of Manchester, entitled "Land Use and Development" is hereby amended and supplemented so as to amend Section 245-70, entitled "Cluster Development," to revise subsections D & E, which shall now read as follows:

§ 245-70 Cluster Development

D. Application requirement. All approvals for such major subdivisions as permitted hereunder, together with the standards of dedication and sanitary approval, shall be in accordance with the subdivision regulations of this chapter. The aforementioned standards shall be considered as part of the application submission requirements or a request for a design waiver and not a request for variance relief, unless such relief is specifically stated.

E. Density regulation. In no event shall the density of development of the ~~entire~~ buildable area of the subdivision tract exceed the exact number of dwelling units that would have been permitted to be built if such development had proceeded on the basis of 40,000 square feet per lot with a width of not less than 200 feet. "Buildable area", for this Section, shall refer to the portion of a property where a structure can legally be placed, excluding areas like steep slopes, wetlands, floodplains, easement areas, etc. It refers to the usable land available for building according to local zoning regulations, which set limits on what can be constructed.

SECTION 2. After introduction of this ordinance, the Township Clerk shall send a copy of this ordinance to the Township Planning Board for its review and comment. The Township Clerk shall also send a copy of the ordinance to the Ocean County Planning Board pursuant to N.J.S.A. 40:55D-16.

SECTION 3. SEVERABILITY. Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect after final approval and publication according to law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the 9th day of March 2026 at 6:00 p.m. The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for 23rd day of March 2026 at 6:00 p.m. or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

AN ORDINANCE AMENDING CHAPTER 245, ARTICLE XI, SECTIONS 245-90 THROUGH 245-98 OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY THE CODE OF THE TOWNSHIP OF MANCHESTER

WHEREAS, the Township of Manchester (the “Township” or “Manchester”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action on January 28, 2025; and

WHEREAS, the Court entered an order on March 27, 2025 setting the Township’s Fourth Round fair share obligations as a Present Need of 154 units and a Prospective Need of 412 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, the Township having filed its Adopted HEFSP on June 19, 2025; and

WHEREAS, three challenges were filed pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s Adopted HEFSP, including EETTSA, LLC (August 13, 2025); DR Horton, Inc. - New Jersey (August 14, 2025); and Fair Share Housing Center (August 29, 2025); and

WHEREAS, Settlement conferences were held on October 6, November 3, November 13, December 3, December 10 and December 22, 2025. A framework for a settlement, agreed to by the parties, was placed on the record at the December 22, 2025 hearing in this matter; and

WHEREAS, The Township, FSHC, EETTSA, LLC, and DR Horton have agreed to amicably resolve the issues set forth in the challenges as it relates to the Heritage Minerals Site and prepared a draft agreement, dated January 19, 2026, setting forth the terms of such settlement. A separate draft agreement, dated January 20, 2026, between the Township and FSHC related to the remainder of the Township's HE&FSP has been prepared.

WHEREAS, the Township is required to update its Affordable Housing Ordinance, Development Fee Ordinance, and Affirmative Marketing Plan, and other administrative documents in accordance with N.J.A.C. 5:80-26.1, et seq. and N.J.A.C. 5:99 by March 15, 2026.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, and State of New Jersey, that Chapter 245, Article I, Sections 245-90 through 245-98 be amended, supplemented to, and added as follows:

SECTION 1. Chapter 245, Article XI, Sections 245-90 through 245-98 is hereby repealed and replaced with the following:

ARTICLE XI. Affordable Housing

245-90 Introduction & Applicability

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

- 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 5.c. below.
- C. The Township of Manchester Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
- D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- E. Applicability
1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.
 2. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 3. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

245-91 Definitions

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

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

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

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the

“State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

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

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

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

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

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

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

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

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

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

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

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

“Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

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

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is

situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

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

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

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

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

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

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

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

“Commissioner” means the Commissioner of the Department of Community Affairs.

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

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

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

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

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or

replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

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

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

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

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

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

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

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

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

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

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

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

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

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as

determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

“Mixed use development” means any development that includes both a non-residential development component

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

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

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

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

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

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

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

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

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

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

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

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial

separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

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

"Non-residential development" means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;
Hotels, motels, vacation timeshares, and child-care facilities; and
The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

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

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

"Payment in lieu of constructing affordable units" means the prior approval of the payment of funds to the municipality by a developer when affordable units were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

"Prospective need" means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

"Qualified Urban Aid Municipality" means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

"Person with a disability" means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

"Price differential" means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the

development of the unit.

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

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

“Treasurer” means the Treasurer of the State of New Jersey.

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

“UHORP” means the Agency’s Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

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

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

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

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

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

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

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

245-92 New Construction.

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

- A. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
- B. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

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

- C. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - 1. Design of 100 percent affordable developments:
 - i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - ii. Each bedroom in each restricted unit must have at least one window.
 - iii. Restricted units must include adequate air conditioning and heating.
 - 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.
 - i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

- iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - v. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - vi. Each bedroom in each restricted unit must have at least one window.
 - vii. Restricted units must be of the same unit type as market-rate units within the same building.
 - viii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
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:
- i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - vii. Each bedroom in each restricted unit must have at least one window; and
 - viii. Restricted units must include adequate air conditioning and heating.

D. Utilities.

1. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
2. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

E. Low/moderate split and bedroom distribution.

1. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
2. 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.
3. 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.
4. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total number of low- and moderate-income units.
 - iv. At least 30% of all low- and moderate-income units shall be two-bedroom units.
 - v. At least 20% of all low- and moderate-income units shall be three-bedroom units.
 - vi. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
5. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

F. Accessibility requirements.

1. 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.

2. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - v. If not all of the foregoing requirements in 2.i. through 2.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - (a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - (d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - (e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
 - vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

245-93 Affordable unit controls and requirements.

A. Regional Income Limits.

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

B. Maximum Initial Rents and Sales Prices.

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

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- iii. A two-bedroom unit shall be affordable to a three-person household;
 - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - v. A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
- i. A studio or efficiency unit shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.
11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

C. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan

is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 and is required to be followed throughout the period of deed restriction.

3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - i. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - ii. There shall be a regional preference for all households that live and/or work in Housing Region 4 comprising Mercer, Monmouth, and Ocean Counties.
 - iii. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - iv. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.
5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

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

D. Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

E. Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - i. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - ii. Provide a bedroom for every two adult occupants;
 - iii. 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
 - iv. Avoid placing a one-person household into a unit with more than one bedroom.

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

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - i. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - ii. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.

6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

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

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - i. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - ii. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C. 5:80-26.7.
 - (a) If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 - (b) If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - iii. 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.
 - (b) 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);
 - iv. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were

being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

H. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as

applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

- i. 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;
- ii. 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
- iii. The household is currently in substandard or overcrowded living conditions;
- iv. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

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

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

J. Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded

by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - i. Sublease or assignment of the lease of the unit;
 - ii. Sale or other voluntary transfer of the ownership of the unit;
 - iii. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - iv. 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.

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

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - i. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

L. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - i. 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.
 - ii. 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.
 - iii. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - i. 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;
 - ii. 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;
 - iii. The household is currently in substandard or overcrowded living conditions;
 - iv. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - v. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

245-94 Administration.

A. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.
2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in N.J.A.C. 5:99-1 et seq.
3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - i. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - ii. The oversight of the Affirmative Marketing Plan and affordability controls.

- iii. When applicable, overseeing and monitoring any contracting Administrative Agent.
- iv. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
- v. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
- vi. Coordinating meetings with affordable housing providers and administrative agents, as needed.
- vii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- viii. 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.
- ix. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- x. Listing on the municipal website contact information for the MHL and Administrative Agents.

B. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:
 - i. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - ii. Administrative agent fees related to initial sale of units shall be paid by the developer.
 - iii. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - iv. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - i. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - ii. Affirmative marketing:

- (a) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - (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.
- iii. 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 low- or moderate-income unit;
 - (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - (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 units are located.
 - (f) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- iv. 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 that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - (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.
- v. 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 municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
- vi. 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.

vii. Processing requests from 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 that 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 that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
- (c) Notifying the municipality of an owner's intent to sell a restricted unit.
- (d) Making determinations on requests by owners of restricted units for hardship waivers.

viii. Enforcement.

- (a) Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- (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 dwelling 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.

ix. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

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

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

- ii. The total number of units in the project and the number of affordable units.
 - iii. 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.
 - iv. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - v. A projected construction schedule.
 - vi. The location of any common areas and elevators.
 - vii. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
- i. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 - ii. Provide to the administrative agent a description of any applicable fees.
 - iii. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - iv. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - v. Provide to the administrative agent a proposed form of lease for any rental units.
 - vi. 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.
 - vii. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. In addition to Subsection A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
- i. Proposed pricing for all units, including any purchaser options and add-on items.
 - ii. Condominium or homeowner association fees and any other applicable fees.

- iii. Estimated real property taxes.
- iv. Sewer, water, trash disposal, and any other utility assessments.
- v. Flood insurance requirement, if applicable.
- vi. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

D. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - i. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - (a) A fine of not more than \$2,000 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - (b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

- i. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 - ii. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
 - iii. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
 - iv. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
 - v. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
 - vi. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a

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

6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
8. Appeals
 - i. 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.

245-95 Development approvals.

All development approvals shall provide for affordable housing opportunities.

- A. Applicability and exemptions. These requirements shall apply to approvals granted by the Planning Board or Zoning Board of Adjustment as follows:
 1. All approvals of use variances, site plans, or subdivisions, including extensions and substantial revisions, shall be made subject to mandatory provision of affordable housing except for classes of uses contained in Subsection A(2) and (3) below. A "substantial revision" to a development approval shall, for the purposes of these affordable housing regulations, be any revision which increases or decreases the number of residential units or amount of nonresidential floor space by more than 15%.
 2. Exempted from these provisions shall be approvals for the following classes of development, which occur on lands deemed unsuitable for inclusionary residential development: residential uses in accordance with Pinelands Commission special provisions for cultural housing as provided for in Pinelands Comprehensive Management Plan (N.J.A.C. 7:50-5.32) and § 245-32 of this chapter, and lands designated PPA Pinelands Preservation Area; PFA-S Pinelands Forest Area - Sending; PFA-R Pinelands Forest Area - Receiving; and MI Military Installation, on the Zoning Map; and
 3. Exempted from these provisions shall be approvals for the following classes of development which do not constitute a portion of the state or housing region's tax ratable wealth:
 - i. Utility facilities;

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- ii. Educational, cultural and outdoor recreational facilities;
- iii. Quasi-public uses, including churches, clubs, lodges and similar uses;
- iv. Public uses; and
- v. Hospital uses.

4. All final approvals not included in Subsection A(1), (2) or (3) above shall provide for the payment of any affordable housing development fee.

B. Mandatory provision of affordable housing. All development, other than exempted development, shall provide for affordable housing through actual construction, through an affordable housing development fee, or a combination of both.

1. Any proposed development for five or more new residential units occurring as a result of an increase in density from a use variance, change in zoning or conditional use for residential development shall provide that a percentage of the total units constructed shall be affordable to low- and moderate-income households in accordance with the approved Fair Share Plan of the Township. If the proposed development of five or more residential lots or units is not included in the Fair Share Plan, the following percentages shall be applied:

Multifamily housing:

Sales	20%
Rentals	15%

Single-family housing:

4 dwelling units or greater	15%
Less than 4 units	10% for 3 or less units per acre, plus 0.50% for each additional 0.10 of a unit between 3 units and 4 units per acre
	Example: a density of 3.5 dwelling units per acre would require 12.5%, as follows:
	$3.5 - 3.0 = 0.5\%$
	$0.5 / 0.1 \times 0.5 = 2.5\%$
	$10\% + 2.5\% = 12.5\%$

Where two or more affordable units are to be provided, not less than 50% of the affordable units constructed shall be affordable to low-income households.

- 2. Affordable housing units may be constructed on a site which is not contiguous and may be incorporated with other development subject to the applicable zoning district requirements.
- 3. In lieu of actual construction, an affordable housing development fee may be paid where approved by the Township Council pursuant to inclusion in the Township's adopted Fair Share Plan as approved by the courts or other applicable entity having jurisdiction.

245-96 Affordable Housing Programs

A. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024,

c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.

- B. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
1. The municipal rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 2. Both ownership and rental units shall be eligible for rehabilitation funds.
 3. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.
 4. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.
 5. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 6. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - i. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - ii. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant’s current rent or the maximum rent permitted under UHAC.
 - iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
- C. Accessory Apartment program (per N.J.A.C. 5:93-5.9 as may be updated per various sections in N.J.A.C. 5:97-6.8).
1. An accessory apartment program shall provide low- and moderate-income units or may be limited to only low- or only moderate-income units.

2. Per N.J.A.C. 5:97-6.8(c)1, at the time of initial occupancy of the unit and for at least ten years thereafter, the accessory apartment shall be rented only to income eligible households consistent with the income category and rent structure of the unit.
3. Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein.
4. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental for the duration of the control period.
5. The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
6. Per N.J.A.C. 5:97-6.8(b)2, the municipality shall provide a minimum of \$25,000 per unit to subsidize the creation of each low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate-income accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.

D. Market to Affordable program (per N.J.A.C. 5:97-6.9).

1. The market to affordable program permits the purchase or subsidization of unrestricted units through a mortgage write-down provided to an income-certified buyer or through a sale or rental as a low- or moderate-income unit to an income-eligible household. The market to affordable program may produce both low- and moderate-income units.
2. At the time they are offered for sale or rental, eligible units may be new, pre-owned or vacant.
3. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.
4. A minimum subsidy of \$25,000 per moderate-income unit and/or \$30,000 per low-income unit shall be provided, with additional subsidy depending on the market prices or rents in a municipality.
5. The units shall comply with UHAC with the following exceptions:
 - i. Bedroom distribution (N.J.A.C. 5:80-26.4).
 - ii. Low/moderate income split (N.J.A.C. 5:80-26.4).
6. Affordability average (N.J.A.C. 5:80-26.4); however:
 - i. The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income; and
 - ii. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and the maximum sales price for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

E. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).

1. An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
 - i. The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
 - ii. The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
 - iii. The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
 - iv. If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.
 - v. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.
 - vi. The deed restriction for the extended control period shall be filed with the County Clerk.

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

1. An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.
2. The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
3. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
4. Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
5. Low- and moderate-income residents cannot be charged any upfront fees.
6. The units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
7. Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic

services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

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

1. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - i. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).
 - ii. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.
 - iii. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 - iv. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 - v. Occupancy shall not be restricted to youth under 18 years of age.
 - vi. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
 - vii. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - (a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
 - viii. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
 - ix. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
 - x. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

- (a) An Affirmative Marketing Plan in accordance with D1 above; and
- (b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

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

245-97 Monitoring and Reporting Requirements

- A. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - 1. The municipality shall provide electronic monitoring data with the Department pursuant to P.L. 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
 - 2. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
 - 3. 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.

245-98 (Reserved.)

245-99 Development Fees.

A. Purpose

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

B. Basic Requirements

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

C. Residential Development Fees

- 1. Imposed fees

- i. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- ii. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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

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

- i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.
- ii. Developments that received preliminary or final site plan approval prior to the date of the first adoption of the Manchester Township development fee requirements in Ordinance No. 94-235 on October 27, 1994, shall be exempt from development fees under this article, unless the developer seeks a substantial change in the approval resulting in an increase in the total number of residential dwelling units. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- iii. Owner-occupied single-family dwelling units, whether attached or detached, are exempt from development fees when newly constructed by the owner of the lot for his own occupation, or when an existing structure is demolished and replaced or is expanded;
- iv. Mobile and manufactured homes in the MP and PMP Zones shall be exempt from development fees;
- v. Developments where the developer is providing for the construction of affordable units elsewhere in the Township shall be exempt from development fees;
- vi. All residential dwellings destroyed due to fire, flood, or other natural disaster and rebuilt by their owners shall be exempt from paying a development fee.

D. Non-Residential Development Fees

1. Imposition of fees

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- i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
 - ii. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
 - iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
2. Eligible exactions, ineligible exactions and exemptions for non-residential development
 - i. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.
 - ii. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 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 municipality 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 municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
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 imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
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 municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

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 municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
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:

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- i. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - ii. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - iii. Rental income from municipally operated units;
 - iv. Repayments from affordable housing program loans;
 - v. Recapture funds;
 - vi. Proceeds from the sale of affordable units; and
 - vii. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
3. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
4. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
- i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - ii. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 - iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - vi. Revocation of compliance certification or a judgment of compliance and repose;
 - vii. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - viii. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
5. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

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 municipality or activities that occurred prior to the authorization of a municipality 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.
 - i. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - ii. Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
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 municipality of resolving a challenge.

I. Monitoring

1. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

J. Ongoing Collection of Fees

1. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
2. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

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

SECTION 2. The Code of the Township of Manchester, Chapter 243, Zoning and Land Use, Article XX, Administration and Enforcement, is amended as follows:

Section 3. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Township of Manchester inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

Section 4. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 5. This ordinance shall take effect as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, held on March 9, 2026 and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 23rd day of March, 2026 at 6:00 p.m., or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

TERI GIERCYK, RMC/CMC
Municipal Clerk

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**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING
CHAPTER 245 ENTITLED "LAND USE AND DEVELOPMENT"
OF THE TOWNSHIP OF MANCHESTER CODE TO CREATE A
NEW PAF-2 PINELANDS AFFORDABLE HOUSING ZONE**

WHEREAS, the Township of Manchester (the "Township" or "Manchester") having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the "Program") and a declaratory judgment action on January 28, 2025; and

WHEREAS, the Court entered an order on March 27, 2025 setting the Township's Fourth Round fair share obligations as a Present Need of 154 units and a Prospective Need of 412 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township having filed its Adopted HEFSP on June 19, 2025; and

WHEREAS, three challenges were filed pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's Adopted HEFSP, including EETTSA, LLC (August 13, 2025); DR Horton, Inc. - New Jersey (August 14, 2025); and Fair Share Housing Center (August 29, 2025); and

WHEREAS, Settlement conferences were held on October 6, November 3, November 13, December 3, December 10 and December 22, 2025. A framework for a settlement, agreed to by the parties, was placed on the record at the December 22, 2025 hearing in this matter; and

WHEREAS, The Township, FSHC, EETTSA, LLC, and DR Horton have agreed to amicably resolve the issues set forth in the challenges as it relates to the Heritage Minerals Site and prepared a draft agreement, dated January 19, 2026, setting forth the terms of such settlement. A separate draft agreement, dated January 20, 2026, between the Township and FSHC related to the remainder of the Township's HE&FSP has been prepared.

WHEREAS, the Township is required to Ordinances to effectuate the Housing Element & Fair Share Plan in accordance with N.J.A.C. 5:80-26.1, et seq. and N.J.A.C. 5:99 by March 15, 2026.

WHEREAS, pursuant to N.J.S.A. 40:55D-62, the governing body of a municipality may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of the buildings and structures thereon; and

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, and State of New Jersey, as follows:

Section 1.

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The Township of Manchester Municipal Code, Chapter 245, Article IV entitled "Zoning," is amended as follows [New language double underlined, deleted language ~~strikethrough~~]:

§245-23 Zoning Districts

C. Pinelands Area Zoning Districts.

- PPA Pinelands Preservation Area
- PFA-R Pinelands Forest Area - Receiving
- PFA-S Pinelands Forest Area - Sending
- PRA Pinelands Rural Agriculture
- PR-40 Pinelands Single-Family Residential
- PR-15 Pinelands Residential - 15,000 square feet
- PRC Pinelands Retirement Community
- PRC/RCL Pinelands Retirement Community/Residential Cluster
- PMP Pinelands Mobile Home Park
- PB-1 Pinelands Business
- POR-LI Pinelands Office, Research and Light Industrial
- BVR-40 Beckerville Village Single-Family Residential
- WTRA Whiting Town Rural Agricultural
- WTR-40 Whiting Town Residential - 40,000 square feet
- WTRC Whiting Town Retirement Community
- WTB-1 Whiting Town Business - 1 acre
- WTO-P Whiting Town - Office Professional
- WTHD Whiting Town - Highway Development
- MI Military Installation
- PED Pinelands Environmental Development
- PRC-1 Pinelands Retirement Community
- ~~PAF-1 Pinelands Affordable Housing Zone~~
- PAF-2 Pinelands Affordable Housing Zone**

~~X. PAF-1 Pinelands Affordable Housing Zone.~~(repeal entire section)

X. (Reserved)

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Y. PAF-2 Pinelands Affordable Housing Zone.

- (1) Purpose.
 - (a) The purpose of the PAF-2 Pinelands Affordable Zone is to provide for mixed-use commercial and multi-family housing for low- and moderate-income households on Lots 8 and 16 in Block 72 and Lots 9 and 17 in Block 72.01.
 - (b) To permit flexibility in design standards in order to promote creative design concepts.
 - (c) To attract additional businesses, employment opportunities, and places to live.
 - (d) To serve as an appropriate transition to adjacent residential zones.
 - (e) To create a place to live that represents Manchester Township in a unique and attractive way.
- (2) Permitted uses.
 - (a) Multi-family residential units, including garden apartments.
 - (b) Attached single family residential units (i.e. townhomes).
 - (c) Townhouses (2.5 story maximum building height).
 - (d) Stacked Townhouses
 - (e) Multifamily residential dwellings, which for purposes of this section, shall mean a building containing eight or more dwelling units located over a commercial use.
 - (f) Mixed-use buildings.
 - (g) Commercial uses:
 - i. Shopping plaza, NAICS Sector Nos.: 2, 311811, 323114 (except manufacturing), 441310, 442110, 442291, 442299, 443111, 443112 (including cellular mobile devices), 443120, 443130, 444130, 445110 (grocery store only), 445120, 445210, 445220, 445230, 445291, 445292, 445299, 445310, 446110, 446120, 446130, 446191, 446199, 448110, 448120, 448130, 448140, 448150, 448190, 448210, 448310, 448320, 451110, 451120, 451130, 451140, 451211, 451212, 451220, 4531, 453210, 453220, 4533, 453910, 453920, 453998, 517110, 517212, 517310, 518111, 52, 531210, 531320, 531390, 541110, 541191, 541211, 541213, 541214, 541219, 541310, 541320, 541330, 541370, 541611, 541612, 541613, 541614, 541618, 541921, 561310, 561431, 561510, 561599, 561621, 561622, 621310, 621320, 621399

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(including blood work testing and analysis facility), 621493 (including urgent care centers), 713940, 722410, 722511, 722513, 722514, 722515, 811213, 811430, 812111, 812112, 812113, 812191, 812199 (including day spa), 812320, 812331, and 812910, as permitted in Use Schedule G.

- ii. Full and limited-service restaurants, including fast-food restaurants and drive-through restaurants. NAICS Sector Nos.: 722511, 722513, 722514, 722515, and 722410, as permitted in Use Schedule G.
- iii. Fitness and recreational sports centers. NAICS Sector No. 713940, as permitted in Use Schedule G.
- iv. Offices for professional, executive or administrative purposes, and related business support services. NAICS Sector Nos.: 541213, 541214, 541110, 541211, 541219, 541310, 541320, 541330, 541370, 541611, 541612, 541613, 541614, 541618, and 561310, as permitted in Use Schedule G.
- v. Medical offices. NAICS Sector No. 621 (including urgent care centers and blood work testing and analysis facilities), as permitted in Use Schedule G.
- vi. Banks, financial institutions, insurance and real estate businesses. Sector Nos.: 52, 531110, 531120, 531210, 531311, 531312, 531320, 531190, 541191, 561510, 561599, as permitted in Use Schedule G.
- vii. Child-care centers in accordance with N.J.S.A. 40:55D-66.6 and subject to the following conditions:
 - 1. The facility shall be licensed by the Division of Youth and Family Services of the New Jersey Department of Human Services.
 - 2. A minimum of square footage as required by N.J.A.C. 3A:52-5.4 of outdoor play area shall be provided, which shall be entirely fenced and protected from hazards such as driveways and cars.
 - 3. All loading and unloading of children shall take place on-site and not in a public right-of-way.

(3) Development standards.

- (a) Minimum lot size: twelve acres.
- (b) The maximum density for residential dwelling units shall be 8.65 units per gross acre of the entire development tract for mixed use developments.

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- (c) The ground floor of a mixed-use building shall be utilized for commercial uses as specified herein. No permitted principal use other than business and professional offices, medical offices and multifamily residential dwellings shall be located above the ground floor of any mixed-use building.
- (d) Minimum setback distance:
 - i. Minimum front yard:
 - 1. 70 feet from a collector road or arterial road as identified in the Master Plan;
 - 2. 50 feet from a local road as identified in the Master Plan;
 - ii. Minimum side yard setback: 45 feet;
 - iii. Minimum rear yard setback: 30 feet;
 - iv. When the rear of a residential structure abuts a side yard, the minimum rear yard setback of 30 feet shall apply.
- (e) Minimum width of any residential unit: 20 feet.
- (f) Minimum gross habitable floor area requirements:
 - i. One-bedroom units: 750 square feet.
 - ii. Two-bedroom units: 800 square feet.
 - iii. Three-bedroom units: 1,000 square feet.
- (g) Maximum floor area per multifamily residential unit: 1,500 square feet.
- (h) Maximum building height: 40 feet
- (i) Maximum number of stories per townhome or stacked townhome: 2.5 stories.
- (j) Maximum building coverage for commercial and mixed use buildings: 20%
- (k) Minimum number of multifamily residential units per structure: 8.
- (l) Maximum number of multifamily residential units per structure: 28.
- (m) Maximum number of townhouse units per structure: 8.
- (n) Maximum number of stacked townhouse units per structure: 16.
- (o) Maximum number of 8-unit townhouse structures shall not be more than 50% of all residential structures included in the townhouse development.

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- (p) The minimum distance between townhouse buildings shall be as follows:
- i. For townhouse dwellings oriented essentially at 90° to each other, the minimum distance between same shall be 25 feet.
 - ii. For townhouse dwellings oriented essentially end-to-end to each other, the minimum distance between same shall be 30 feet.
 - iii. For townhouse dwellings oriented essentially with parallel axis facing each other, the minimum distance between same shall be 50 feet.
- (q) A minimum of one outdoor refuse and recycling storage area shall be required per 10 acres of residential development. All such outdoor refuse and recycling storage areas shall be appropriately located and screened by a wall enclosure constructed of materials similar to the facades of the buildings and with appropriate landscaping as required by the Planning Board.
- (4) Off-street parking requirements.
- (a) Off-street parking, loading and vehicular access.
 - i. Off-street parking, loading and vehicular access requirements. Off-street parking, loading and vehicular access shall be governed by the New Jersey Residential Site Improvement Standards N.J.A.C. 5:21.
 - ii. Unless specifically set forth herein, minimum off-street parking, loading and vehicular access for nonresidential uses shall be provided in accordance with the standards set forth in § 245-28 of this chapter as defined for that particular use.
 - iii. Parking for nursery schools, child-care centers shall be provided at a minimum of one space for every 500 feet of gross floor area.
 - (b) Garage facilities or off-street parking areas shall be provided and shall be developed and maintained in accordance with the following:
 - i. Garages and parking area shall be used for automobile parking only. The sale of automobiles, dead storage of automobiles, repair work, dismantling or servicing of any kind is strictly prohibited.
 - ii. Parking areas shall be paved and curbed and provided with an adequate system of stormwater drainage.
 - iii. No garages or off-street parking areas shall be located nearer than five feet from any tract property line.
 - iv. No detached garages shall be located between the main building or buildings and the street line on which the building(s) fronts.

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- v. Where the rear or side yard of a lot abuts on a street, no garage or off-street parking area shall be located nearer than 25 feet from such street line.
 - vi. No parking area, with exception to townhome driveways, shall be placed closer to a building than 12 feet.
 - vii. All garage walls facing any street shall be screened from street view by dense evergreen planting or hedge planting at least six feet in height maintained in good condition.
 - viii. All off-street parking shall be efficiently screened along all side and rear lot line by a six-foot-high fence landscaped with dense evergreen planting, or a dense evergreen shrub or hedge screening at least six feet in height maintained in good condition.
- (5) Utility requirements.
- (a) The applicant for the site plan approval shall arrange with the serving utility for the underground installation of the utilities distribution supply lines and service connections in accordance with the provisions of the applicable standard terms and conditions incorporated as part of its tariff on file with the State of New Jersey Board of Public Utility Commissioners.
 - (b) All mixed use developments shall be served by public water and sewer in accordance with the requirements of the Manchester Township Division of Utilities.
- (6) Landscaping and buffer requirements. All areas of mixed use developments not used for the construction of buildings, roads, accessways, recreational areas, parking areas or sidewalks shall be fully landscaped, and/or grass. Where a mixed use development boundary line abuts a lot in a residential zone, which lot is not owned by the mixed use developer, which there shall not be cut, uprooted, destroyed or taken away any existing trees, shrubbery or other planting within the area of 20 feet inside the boundary line of the mixed use development abutting a residential lot. If inadequate trees, shrubs or planting exists in the twenty-foot area in the natural state of the premises before development, the area shall be provided with an adequate approved planting plan to provide a belt of screening within the twenty-foot area.
- (7) Interior roads and driveway location.
- (a) All roads and other accessways within the mixed use development shall be private roads constructed, paved and curbed to a right-of-way width of not less than 28 feet. All such construction, paving and curbing shall be completed in accordance with the subdivision regulations of Manchester Township.
 - (b) Driveways for ingress and egress for the project shall not be located within

200 feet of an existing intersection or create any hazardous conditions. Acceleration and deceleration lanes shall be installed where a traffic hazard exists or where substantial traffic congestion shall be created.

- (8) Accessory uses. Accessory uses incidental to the above uses, as specified below:
 - (a) Noncommercial garages for exclusive use of site residents only.
 - (b) Parking, including for residential dwellings as provided herein.
 - (c) Active and passive non-commercial recreational facilities for residents, which may include, but not be limited to, a clubhouse, swimming pool, splash pad, fitness and exercise areas and bicycle/walking paths for exclusive use of site residents only.
 - (d) Signage for residential and commercial uses subject to the approval of the Manchester Township Planning Board.
 - (e) Garbage storage and recycling enclosures.
 - (f) Centralized mail cluster boxes as required by the USPS.
 - (g) Any other uses which are subordinate and customarily incidental to a permitted use, subject to the approval of the Manchester Township Planning Board.
 - (h) Accessory structures attached to or abutting the principal structure shall comply with the principal building setback requirements.
- (9) Sign regulations. Signs shall be installed in accordance with § 245-27E General sign regulations.
- (10) Outdoor lighting. Interior development roads, parking areas, dwelling entranceways and pedestrian walks shall be provided with sufficient illumination to minimize hazards to pedestrians and motor vehicles utilizing the same, but in no case shall such lighting be less than is required to provide a minimum lighting level of 0.5 horizontal foot-candles throughout such areas from dusk to dawn. Where necessary, lights shall be shielded to avoid glare disturbing to occupants of the buildings. Lighting shall be so arranged as to reflect away from all adjoining residential buildings.
- (11) All rooms, exclusive of living rooms, dining rooms, kitchens and bathrooms, which contain 70 square feet or more of floor area, shall be considered bedrooms. If a dining room is not directly accessible from and adjacent to both the kitchen and living room, it shall also be considered a bedroom.
- (12) Recreation. Passive recreation areas, such as pathways, natural woods and fields, seating areas and lawns, shall be provided, and suitably arranged throughout the

multi-family development. In addition, an active recreation area or areas shall be provided at the rate of at least 150 square feet per dwelling unit. Outdoor play equipment shall be installed in each recreation area in sufficient amount and variety to service the occupants of the project. If a swimming pool area or areas are to be installed, they are to include a pool of a size at least equivalent to 6 square feet per unit, except that no pool less than 500 square feet will be allowed, and no pool greater than 3,000 square feet shall be required. A clubhouse, auxiliary building or buildings providing for lavatories and storage shall also be erected in conjunction with pools.

- (13) Interior roads and driveway location roads. Roads may be private or public, at the election of the developer. In the event the roads are private, then such private roads shall be the responsibility of a homeowners' association. In such event, the provisions of the Municipal Services Act shall be applicable. In the event such roads are public, then such public roads shall be the responsibility of the Township of Manchester, including the maintenance of drainage facilities in such public roadways.
- (14) Association required. Any applicant requesting a townhouse project approval shall provide for the creation of an association. Such documents creating the association shall specifically provide for the association to have responsibility for maintenance for all common areas and shall provide for assurances that the Township shall in no way be held responsible for and shall be held harmless for the cost of maintenance of the common elements.
- (15) Affordable housing requirement.
- (a) Affordable housing requirements shall comply with municipal code Chapter 245 (Land Use & Development) Article XI (Affordable Housing) for new construction, except as modified by this section.
- (b) The minimum number of affordable housing units that shall be constructed shall be 20 percent of the total number of units approved by the Land Use Board. All affordable housing units shall comply with the Township's Affordable Housing Ordinance, the Uniform Housing Affordability Controls ("UHAC"), applicable affordable housing regulations, including but not limited to phasing and bedroom distribution requirements, any applicable order of the Court, and other applicable laws.
- (c) The developer shall be responsible for managing the affordable housing units to assure compliance with all applicable laws and regulations. The developer shall contract with an Administrative Agent to oversee the affordable rental units in accordance with the Township's Affordable Housing Ordinance, applicable COAH regulations and procedures (N.J.A.C. 5:96-18), and UHAC (N.J.A.C. 5:80-26.14), or any other applicable requirement as determined by the Court or other appropriate jurisdiction.

- (d) Calculation of number of units. If the minimum number of low- and moderate-income units to be provided includes a fraction, the number provided shall be rounded up. If the number of market rate (non-low- and moderate-income) units permitted includes a fraction, the number provided shall be rounded down.
 - (e) The developer shall submit with the application for development a narrative description of the mechanism to be used to ensure that the required affordable dwelling units are sold only to low- and moderate-income households and that such units will continue to be occupied by low- and moderate-income households for a period not less than 30 years or 40 years, as applicable per UHAC regulations. In addition to such description, actual samples of language to be included in the nature of covenants shall be submitted. The submitted description shall indicate the entity or entities responsible for monitoring the occupancy of the low- and moderate-income units and shall provide a detailed discussion concerning resales, permitted increases in price, prequalification of occupants and other relevant considerations.
- (16) Pinelands development credits. Pinelands development credits shall be purchased and redeemed for 30% of all units, excluding up to 20% of the total project units that are made affordable for low- and moderate-income households in accordance with applicable state law. Units made affordable for low- and moderate-income households that account for more than 20% of the total project units shall purchase and redeem Pinelands development credits for 30% of all such units.
- (17) Technical subdivision.
- (a) It is acknowledged that a project to be developed pursuant to this subsection may be of such a size or type so as to make sectionalization by subdivision and the use of different forms of ownership a practical necessity. Therefore, a technical subdivision for such a project may be required for marketing or financing purposes.
 - (b) An application for technical subdivision approval may be submitted with an application for approval of a site plan, or subsequent to the issuance of such an approval.
 - (c) Such an application shall be considered as a technical subdivision and treated as a minor subdivision application without the necessity to obtain bulk variances that would technically be required.
 - i. The purpose of the application is to create a new lot for the purpose of financing or transfer of ownership within a development which is, or has been, the subject of site plan approval.
 - ii. A technical subdivision may not substantially modify or otherwise adversely impact on the integrity of a previously approved

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development plan.

- iii. A technical subdivision must not reduce, limit or modify parking or access to parking.
 - iv. If a technical subdivision includes the division of parking or other common areas or facilities, the subdivision shall be conditioned upon appropriate easements for parking, access, drainage and/or utilities where necessary.
- (d) The application for a technical subdivision shall set forth the manner in which lot lines for the subdivision shall be determined. Approval by the reviewing board of such lot lines is required.

(18) Approval.

- (a) All lands associated with the townhouses shall be dedicated to a homeowners' association, and the approving agency shall condition final approval upon the establishment of a homeowners' association.
- (b) As a condition of approval, the developer shall enter into a Developer's Agreement with the Township. The Developer's Agreement shall provide for the type and amount of performance and maintenance guarantee required, the amount of inspection fee deposit, a preconstruction conference, a timeline for the phasing of development, traffic control, a summary of improvements to be installed by the developer and the itemized cost estimate for same and, in accordance with N.J.S.A. 40:55D-42, any off-tract improvements which shall be constructed by the developer and the calculation of the developer's fair share of costs as well as any other such matters as the Planning Board shall determine to be necessary to protect public health, welfare and safety.
- (c) The Developer's Agreement shall be approved by the Township Council, upon recommendation of the Planning Board, and subject to the approval by a court maintaining jurisdiction of the Township's Mt. Laurel program that governs, among other related items, the following aspects of the project: site and building design criteria; development, operation and management guidelines; staging of the project construction in relation to the market rate development, including financial contingency arrangements governing willful default by an applicant of said staging program; and provisions for the continuation of a portion of units as affordable units beyond the prescribed thirty-year time limit required of such units.

Section 2.

The Township of Manchester Zoning Map is hereby amended as follows:

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Block	Lot	Location	Tax Map Sheet	From Zone	To Zone
72	8	2590 Ridgeway Blvd	5	POR-LI	PAF-2
72.01	17	2582 Ridgeway Blvd	5	POR-LI	PAF-2
62	15	Ridgeway Road	3	PAF-1	PR-40
62	16	Ridgeway Road	3	PAF-1	PR-40
62	33	Ridgeway Road	3	PAF-1	PR-40

Section 3.

All ordinances of the Township of Manchester which are inconsistent with the provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

Section 4.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

Section 5.

This Ordinance shall take effect upon final passage, adoption, and publication in the manner prescribed by law.

Section 6.

The Planning Board, within twenty (20) days of referral of the Proposed Ordinance Amendment from the Township, shall review and issue its referral report on the Ordinance as required by N.J.S.A. 40:55D-26a.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, held on March 9, 2026 and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 23rd day of March, 2026 at 6:00 p.m., or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

TERI GIERCYK, RMC/CMC
Municipal Clerk

#26-24

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING VARIOUS
SECTIONS OF CHAPTER 245, ENTITLED "LAND USE AND DEVELOPMENT"**

BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. Chapter 245 of the Township Code of the Township of Manchester, entitled "Land Use and Development" is hereby amended and supplemented so as to amend Section 245-68, entitled "Garden Apartments," which shall be revised as follows:

§ 245-68 Garden Apartments

A. Permitted. Garden apartments may be permitted in all the following Pinelands Area Zoning Districts: PAF-1, PB-1, WTRC, WTB-1, WTHD, WTO-P, MI and POR-LI. Garden apartments shall be subject to the conditions as specified below:

SECTION 2. Chapter 245 of the Township Code of the Township of Manchester, entitled "Land Use and Development" is hereby amended and supplemented so as to amend Section 245-74, entitled "Townhouse Developments," which shall be revised as follows:

§ 245-74 Townhouse Developments

A. Permitted. Townhouses may be permitted in all the following Pinelands Zoning Districts: PAF-1, PB-1, WTRC, WTB-1, WTHD, WTO-P, MI, and POR-LI. Townhouses shall be subject to the conditions as specified below:

SECTION 3. Chapter 245 of the Township Code of the Township of Manchester, entitled "Land Use and Development" is hereby amended and supplemented so as to amend Section 245-Attachment 6, Appendix 6, Zoning exhibits A-G, to revise Schedules F &G, which shall now read as follows:

§ 245 Attachment 6

Appendix 6

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Schedule F — Pinelands Area Residential Zoning Districts — Permitted and Conditional Uses															
NAICS ¹	Use	Pinelands Area										Beckersville	Whiting Town		
		PPA	PFA-R	PFA-S	PR-A	PR-40	PR-15	PED-1	PED-9	PRG-4	PAF-1	BVR-40	WTR-A	WTR-40	WTR-C

NOTES:

- ¹ The NAICS numbering system employs six-digit code at the most detailed industry level. The first five digits are generally (although not always strictly) the same in all three countries. The last digit designates national industries. The first two digits designate the largest business sector, the third digit designates the subsector, the fourth digit designates the industry group, and the fifth digit designates particular industries.
- ² Uses not classified by NAICS Code.
- ³ Manufactured housing is permitted in all residential zones subject to the Uniform Construction Code.

TOWNSHIP OF MANCHESTER SCHEDULE OF PERMITTED USES - SCHEDULE G

P = Permitted Use; C = Conditional Use

NAICS CODE	2012 NAICS TITLE (1)	Pinelands		Whiting Town		
		PB-1	POR-LI	WTHD	WTB-1	WTO-P
(2)	Garden Apartments	C	C	€	€	€
(2)	Townhouse developments	C	C	€	€	€

- (1) The 2012 NAICS Code is used by business and government to classify business establishments according to type of economic activity.
The NAICS numbering system employs six-digit code at the most detailed industry level. The first five digits are generally (although not always strictly) the same in all three countries. The last digit designates national industries. The first two digits designate the largest business sector, the third digit designates the subsector, the fourth digit designates the industry group, and the fifth digit designates particular industries.
- (2) Uses not classified by the NAICS code. Permitted uses within shopping plazas, shopping centers and neighborhood shopping centers shall include uses permitted within the zoning district in which the shopping plaza, shopping center or neighborhood shopping center is located.
- (3) Hotel-Convention Centers shall contain a minimum of 100 hotel rooms as defined in §245-8.
- (4) Hotels and Motels shall contain a minimum of 25 hotel or motel rooms as defined in §245-8.

DRAFT

SECTION 4. After introduction of this ordinance, the Township Clerk shall send a copy of this ordinance to the Township Planning Board for its review and comment. The Township Clerk shall also send a copy of the ordinance to the Ocean County Planning Board pursuant to N.J.S.A. 40:55D-16.

SECTION 5. SEVERABILITY. Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect after final approval and publication according to law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the 9th day of March sched2026 at 6:00 p.m. The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for the 23rd day of March, 2026 at 6:00 p.m. or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

TERI GIERCYK, RMC, CMC
Municipal Clerk

AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, ADOPTING PORTIONS OF THE GENERAL REEXAMINATION OF THE MASTER PLAN REVISING VARIOUS SECTIONS OF CHAPTER 245 OF THE TOWNSHIP CODE ENTITLED "LAND USE AND DEVELOPMENT"

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, that pursuant to portions of the General Reexamination of the Master Plan of the Township, adopted January 6, 2026, the Township Code is hereby amended and supplemented as follows:

SECTION 1. Chapter 245 of the Township Code of the Township of Manchester, entitled "Land Use and Development" is hereby amended and supplemented so as to amend Section 245-23, entitled "Zoning Districts," to revise subsection B, which shall now read as follows:

§ 245-23 Zoning Districts

- B. CAFRA Area and Pinelands National Reserve Area Zoning Districts.
 - R-A Rural Agriculture
 - R-20 Residential 20,000 square feet
 - R-40 Residential 40,000 square feet
 - R-15 Residential 15,000 square feet
 - R-14 Residential 14,000 square feet
 - R-10 Residential 10,000 square feet
 - R-10A Residential 10,000 square feet
 - RC Retirement Community
 - RC-2 Retirement Community - 2
 - MF Multifamily

DRAFT

MF-6	Multifamily Overlay
MP	Mobile Home Park
FA-R	Forest Area - Receiving Area
FA-S	Forest Area - Sending Area
OR-LI	Office, Research and Light Industrial
O-P	Office Professional
B-1	Business
HD-3	Highway Development - 3 acres
HD-3A	Highway Development - 3 acres
HD-10	Highway Development - 10 acres
LI	Light Industrial
TC	Town Center

SECTION 2. Appendix 6 Zoning Schedule A of Chapter 245 (Land Use and Development) is hereby amended as follows:

DRAFT

Township of Manchester

Appendix 6
Zoning Schedules A through G

Schedule A

CAFRA Area and Pinelands National Reserve Area Zoning Districts Schedule

Zone	Notes	Minimum Lot Requirements						Minimum Yard Requirements						Maximum Building Coverage (%)	Maximum Building Height (stories)	Maximum Building Height (feet) ⁷	Minimum Floor Area (square feet)
		Area (square feet)	Lot Frontage (feet) ¹	Lot Width (feet)	Improvable Lot Area (square feet)	Principal Building			Accessory Building ²			Maximum Site Improvement Ratio					
						Front (feet)	Rear (feet)	Each Side (feet)	Rear (feet)	Each Side (feet)	Side (feet)						
RA		1 acre	150	150	27,000	50	30	25	10	15	N/A	25%	3	40			
R-40		40,000	200	200	18,700	50	50	25	25	25	N/A	25%	2.5	35			
R-20	¹²	20,000	100	125	11,200	40	40	15	10	10	N/A	25%	2.5	35			
R-15	^{9,13}	15,000	100	100	9,600	30	26	12	10	6	N/A	25%	2.5	35			
R-14	^{9,13}	14,000	100	100	8,800	30	26	12	10	6	N/A	25%	2.5	35			
R-10	^{9,10,13}	10,000	100	100	5,800	30	26	10	5	5	N/A	25%	2.5	35			
R-10A	^{9,13}	10,000	75	75	6,300	30	26	10	5	5	N/A	25%	2.5	35			
RC		Same as R-40 (Also see § 245-67, Planned retirement communities; § 245-73 Senior citizen light care; and § 245-75 Continuing care for the elderly)															
RC-2		See § 245-31H, RC-2 Planned Retirement Community-2															
MF	¹¹	See § 245-31S. (Also see § 245-74, Townhouse developments)															
MP		Same as R-40 (Also see Chapter 267, Mobile Homes and Trailers)															
OR-LI		3 acres	200	200	40,000	75	50	50	20	20	0.20	20%	3	40	4,000		
O-P	⁴	40,000	200	200	18,750	50 ⁴	50 ⁴	50	50	50	0.20	20%	3	40	2,000		



DRAFT

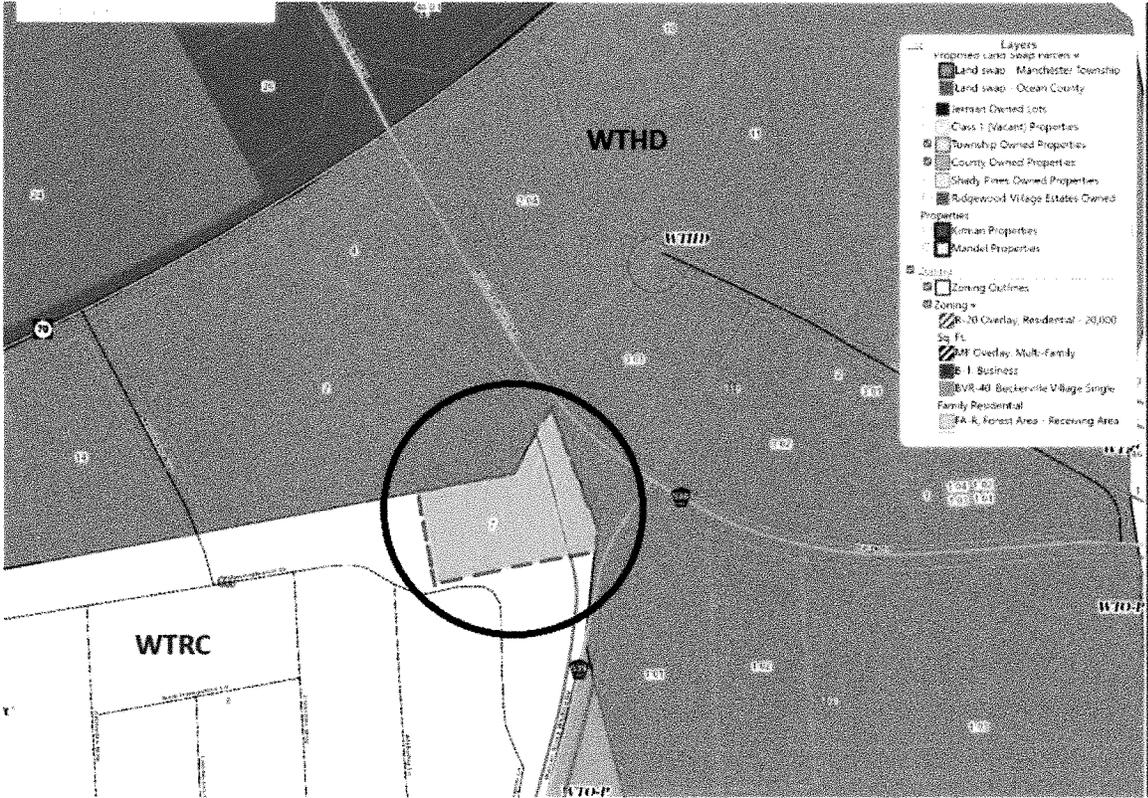
Schedule A – CAFRA Area and Pinelands National Reserve Area Zoning Districts Schedule

Zone	Notes	Minimum Lot Requirements									Minimum Yard Requirements		Maximum Site Improvement Ratio	Maximum Building Coverage (%)	Maximum Lot Coverage (%)	Maximum Building Height (stories)	Maximum Building Height (feet) ⁷	Minimum Floor Area (square feet)
		Area (square feet)	Lot Frontage (feet) ¹	Lot Width (feet)	Improvable Lot Area (square feet)	Principal Building			Accessory Building g ²									
						Front (feet)	Rear (feet)	Each Side (feet)	Rear (feet)	Side (feet)								
B-1		1 acre	150	150	20,000	50	25	20	10	10	0.20	20%	65%	3	40	1,500		
HD-3	⁴	3 acres	300	300	40,000	100	50 ⁴	50 ⁴	50	50	0.18	18%	65%	3	40	15,000		
HD-3A	⁵	3 acres	300	300	40,000	100	100	⁵	100	⁵	0.18	18%	65%	3	40	15,000		
HD-10	⁶	10 acres	500	500	200,000	400	75	75	50	50	0.15	15%	80%	3	40	60,000		
TC		10 acres	500	500	200,000	100	75	75	50	50	0.15	15%	60%	N/A	35	60,000		
LI		3 acres	250	250	107,400	100	50	50	50	50	0.20	20%	65%	3	40	15,000		
FA-R		20 acres	200	200	1 acre	50	50	40	20	20	N/A	10%	N/A	N/A	35			
FA-S		20 acres	300	300	1 acre	100	50	40	20	20	N/A	10%	N/A	N/A	35			

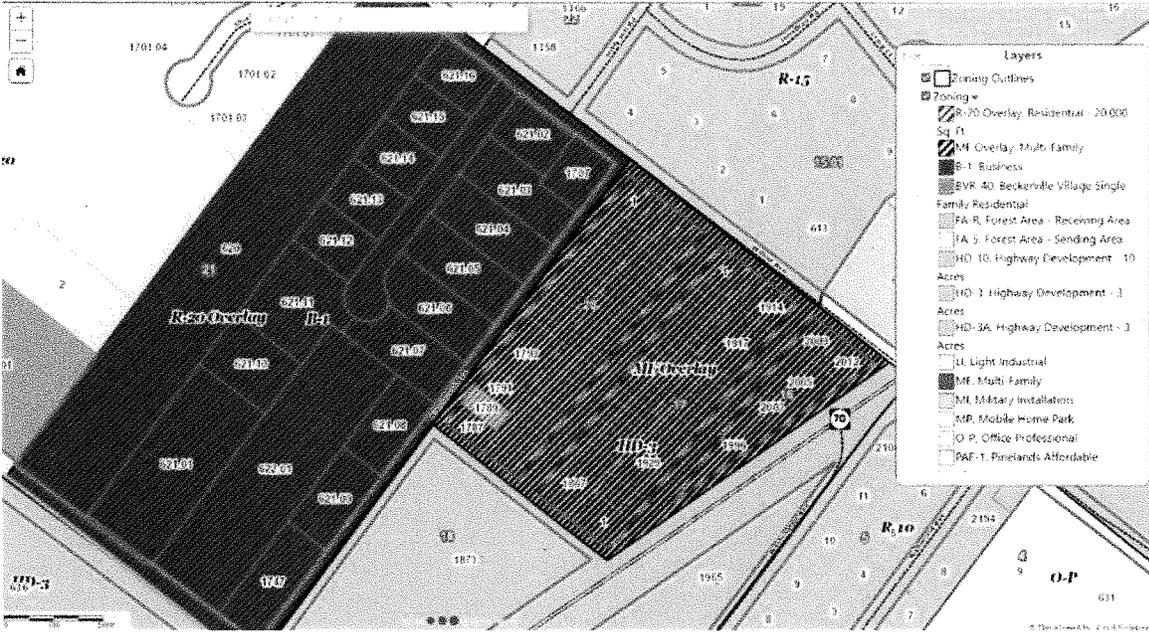
NOTES:

- ¹ See definition of "lot frontage" for allowable reductions.
- ² In all zones, barns, animal shelters and animal pens shall maintain a minimum fifty-foot setback from all property lines.
- ³ (Reserved)
- ⁴ Minimum rear and/or side yard shall be 60 feet when yard is adjacent to residential zoning districts.
- ⁵ Minimum side yard setbacks of HD-3A District are 100 feet along western and northern property lines and 15 feet along eastern property line.
- ⁶ Planned commercial development option permitted on a minimum forty-acre tract area. Planned commercial lots must comply with the HD-3 Zoning District regulations.
- ⁷ Maximum building height for an accessory garage shall be 16 feet. All other accessory buildings shall have a maximum height of 12 feet. Accessory structures shall not exceed 1,000 square feet.
- ⁸ Maximum building height for a single-family residence shall be 35 feet measured from average grade plane.
- ⁹ The first floor elevation shall not be less than 24 inches, nor more than 48 inches above the average elevation of the crown of the road in front of the property in question in the R-10, R-10A, R-15, and R-14 Zones.
- ¹⁰ Undersized lots shall be subject to building height limitations set forth in § 245-31E(6)(b).
- ¹¹ ~~The HD-3/MF Overlay shall be subject to the regulations of § 245-31S. [repealed]~~
- ¹² For development of 10 lots or more, bulk requirement is average of 20,000 square feet.
- ¹³ For corner lots that are conforming with respect to lot area, width and frontage, the minimum improvable lot area requirement shall not apply.

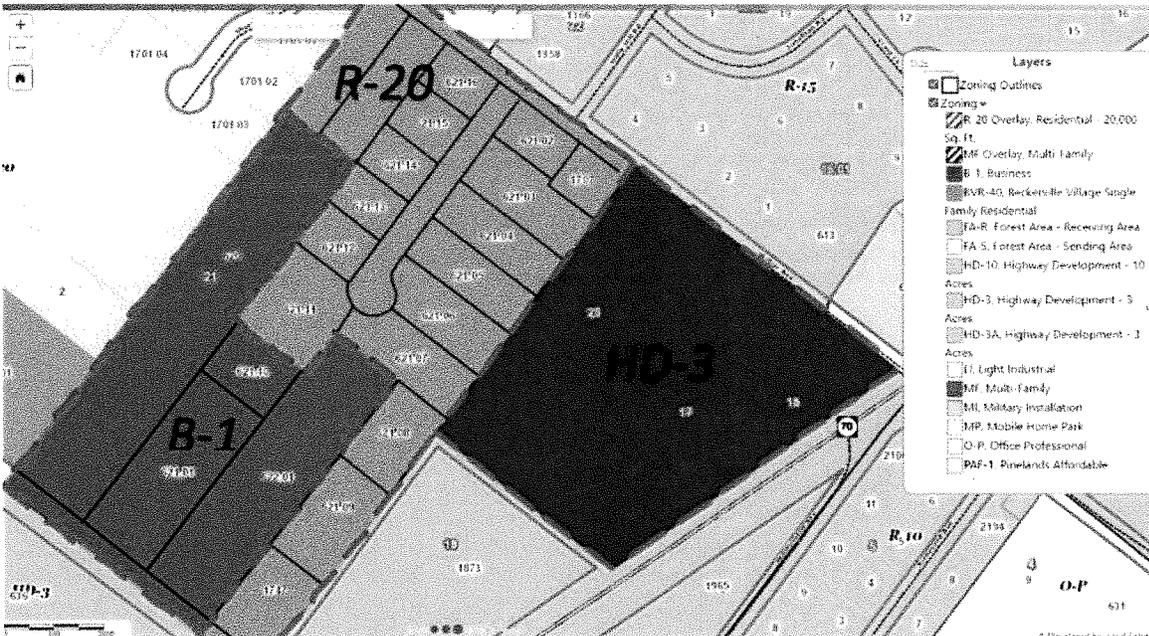
SECTION 3. Appendix 8 (Zoning Map) of Chapter 245 (Land Use and Development)
is hereby amended as follows:



BLOCK 111, LOT 7 REZONE FROM WTRC to WTHD



EXISTING HD-3/MF & B-1/R-20 OVERLAYS



PROPOSED ZONING WITHOUT OVERLAY (S)

1430
2/13/26

SECTION 4. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 6. After introduction of this ordinance, the Township Clerk shall send a copy of this ordinance to the Township Planning Board for its review and comment and to all other persons entitled to notice pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). The Township Clerk shall also send a copy of the ordinance to the Ocean County Planning Board pursuant to N.J.S.A. 40:55D-16.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the 9th day of March 2026 at 6:00 pm. The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for the 23rd day of March, 2026, at 6:00 pm or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

TERI GIERCYK, RMC/CMC

Municipal Clerk

DRAFT

TOWNSHIP OF MANCHESTER, OCEAN COUNTY, NEW JERSEY, AUTHORIZING THE EXTENSION OF CONTRACT AWARD TO JERRYS AUTO BODY FOR BID # 24R-05 TOWING AND AUTO REPAIR BID

WHEREAS, the Township of Manchester awarded contract from bid # 24R-05 to Jerrys Auto Body, through resolution #24-193 on April 8, 2024, for a two (2) year contract; and

WHEREAS the Township desires to extend the contract in accord with N.J.S.A. 40A:11-15 for a period of two (2) year, at the same rates as awarded in resolution #24-193; and

WHEREAS subject to the governing body approving future budgets, the Chief Financial Officer certifies funding from the 2026, 2027 and 2028 current fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The Township Council of the Township of Manchester authorizes the Mayor to enter into a contract extension in accord with BID # 24R-05 with Jerrys Auto Body for an additional two (2) years consistent with N.J.S.A 40A:11-15
2. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Business Administrator.
 - B. Chief Financial Officer.
 - C. Purchasing Agent
 - D. Director of Public Works

CERTIFICATION

I, Teri Giercky, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

#26-136

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, EXTENDING CONTRACT OF BID 24-09 TO CREST
CONSTRUCTION GROUP FOR EMERGENCY CONTRACTING SERVICES**

WHEREAS, the Township awarded Emergency Contracting Services to Crest Contracting Services through Bid # 24-09 on March 25, 2026; and

WHEREAS, it is the desire of the Township to extend the contract for an additional two years as per N.J.S.A. 40A:11-4.1 et. Seq., and N.J.S.A. 40A:11-15, to wit:

WHEREAS Crest Construction Group will be under the tenets of Bid # 24-09.

NOW, THEREFORE BE IT RESOLVED, by the Manchester Township Council, that:

1. The Township hereby extends the contract awarded to Crest Construction Group for two (2) years, in the amounts of Bid # 24-09.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to:

- Business administrator
- Purchasing Agent
- Chief Financial Officer
- Director of Public Works

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Manchester Township Council at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

#26-137

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, RELEASING ESCROW POSTED FOR BLOCK 1.223 / LOT 11 (1508 COMMONWEALTH BOULEVARD)

WHEREAS, escrows were posted by Tricia Ploumitsakos, Block 1.223 / Lot 11 (1508 Commonwealth Boulevard) and,

WHEREAS, under date of February 3, 2026, Township Engineers Morgan Mutual Engineering Services, recommended the return of the aforesaid escrow; and,

WHEREAS, the Township Council has reviewed the recommendation aforesaid and finds the same to be acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the bond release of Block 1.223 / Lot 11 in the amount of \$500.00 plus interest minus any outstanding invoices be released from account number 73829.
2. That the Township Clerk shall forward a certified copy of this Resolution to the Following:
 - A. Morgan Engineering Services
 - B. Chief Financial Officer
 - C. Tricia Ploumitsakos
1508 Commonwealth Boulevard
Toms River, NJ 08757

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

#26-138

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, RELEASING ESCROWS POSTED FOR BLOCK 41.09 /
LOT 8 (464 COMMONWEALTH BOULEVARD)**

WHEREAS, escrows were posted by M & S Schwab Legacy Trust, Block 41.09 / Lot 8 (464 Commonwealth Boulevard); and,

WHEREAS, under date of February 11, 2026, Township Engineers Morgan Municipal Engineering Services recommended the return of the aforesaid escrows; and,

WHEREAS, the Township Council has reviewed the recommendation aforesaid and finds the same to be acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the escrow release of Block 41.09 / Lot 8 in the amount of \$500.00 plus interest minus any outstanding invoices be released from account number 10049.
2. That the Township Clerk shall forward a certified copy of this Resolution to the Following:
 - A. Morgan Municipal Engineering Services
 - B. Chief Financial Officer
 - C. The M & S Schwab Legacy Trust
1802 Attaya Rd
Lakewood, NJ 08701

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

#26-139

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY AUTHORIZING THE REFUNDS REQUESTED BY THE
TAX COLLECTOR**

I, Andrea Gaskill, CTC Tax Collector of the Township of Manchester, County of Ocean, do hereby request a refund for overpayment for the following property:

1. Block 1.105 lot 1 for an overpayment of taxes made payable to Lereta in the amount of \$1,700.90.
2. Block 1.318 lot 39.01 for refund of overpayment of taxes made payable to Cotality in the amount of \$1,523.03.
3. Block 45.01 lot 12 for refund of overpayment of taxes made payable to Esperanza & Miguel Espinal, 9 Housen Street, Manchester, NJ 08759 in the amount of \$1,424.07.

Total Amount Due \$ 4,648.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, that the aforementioned refunds be and hereby authorized by the Tax Collector of Revenue.

BE IT FURTHER RESOLVED that a certified copy of this resolution be sent to the following:

1. Chief Financial Officer
2. Tax Collector

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

#26-140

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS FOR THE CALENDAR YEAR 2026.

WHEREAS, by the provision of NJ Statute 40A:4-20, temporary emergency appropriations may be made to provide for continued operation of the Township until the official budget is adopted;

WHEREAS, the total temporary emergency appropriations pursuant to the provision of NJ Statute 40A:4-20, Chapter 96, P.L. 1951 as amended totals:

\$11,307,650.00 as per Attachment "A" and \$1,881,600.00 as per Attachment "B"

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, pursuant to the NJ Statutes 40A:4-20 attached.

BE IT FURTHER RESOLVED, that one certified copy of this resolution shall be filed with the Director of the Division of Local Government Services.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

ATTACHMENT A 2/23/2026
 TOWNSHIP OF MANCHESTER
 TEMPORARY BUDGET-CURRENT FUND Calendar Year 2026

02/23/2026

CURRENT FUND

OFFICES OF THE MAYOR & COUNCIL

Salary and Wage 5,000.00

ENVIRONMENTAL COMMISSION

Operating Expense 1,100.00

VETERANS ADVISORY COMMITTEE

Operating Expense 1,300.00

DEPARTMENT TOTAL: MAYOR 7,400.00

OFFICE OF THE CLERK

Salary and Wage 25,000.00

DEPARTMENT TOTAL: COUNCIL 25,000.00

DEPT OF ADMINISTRATION

Salary and Wage 26,500.00

OFFICE OF THE TAX ASSESSOR

Salary and Wage 40,000.00

DIVISION OF DATA PROCESSING

Salary and Wage 25,000.00

Operating Expense 16,400.00

DEPARTMENT TOTAL: ADMINISTRATION 107,900.00

DIVISION OF RECREATION

Salary and Wage 121,400.00

Operating Expense 28,000.00

DEPARTMENT OF RECREATION 149,400.00

DEPARTMENT OF PUBLIC WORKS

DIVISION OF STREETS

Salary and Wage 424,750.00

Operating Expense 103,750.00

DIVISION OF BUILDING AND GROUNDS

Salary and Wage 31,000.00

Operating Expense 71,400.00

DIVISION OF SANITATION & RECYCLE

Salary and Wage 16,000.00

Operating Expense 375,000.00

DIVISION OF CENTRAL MAINT

Salary and Wage 21,000.00

Operating Expense 89,650.00

DIVISION OF LAKES, PARKS & PLAY

Salary and Wage 15,000.00

DEPARTMENT TOTAL: PUBLIC WORKS 1,147,550.00

ATTACHMENT A 2/23/2026
 TOWNSHIP OF MANCHESTER
 TEMPORARY BUDGET-CURRENT FUND Calendar Year 2026

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DEPARTMENT OF PUBLIC SAFETY

POLICE

Salary and Wage 4,140,000.00
 Operating Expense 60,100.00

POLICE CLERICAL & COMMUNICATION

Salary and Wage 200,000.00

DIVISION OF ANIMAL CONTROL

Salary and Wage 26,200.00
 Operating Expense 11,100.00

DIVISION OF EMERGENCY MGT

Salary and Wage 855,500.00
 Operating Expense 200,000.00

VOLUNTEER FIRE DEPARTMENT

Operating Expense 75,000.00

DEPARTMENT TOTAL: POLICE 5,567,900.00

DEPARTMENT OF LAND USE DIVISION OF ZONING,
 PLANNING

Salary and Wage 50,000.00
 Operating Expense 5,000.00

DIVISION OF INSPECTION

Salary and Wage 200,000.00

DEPARTMENT TOTAL: LAND USE 255,000.00

DEPARTMENT OF FINANCE

Salary and Wage 25,000.00
 Operating Expense 20,000.00

DIVISION OF REVENUE COLLECTION

Salary and Wage 20,000.00

DIVISION OF HUMAN RESOURCE

Salary and Wage 75,000.00
 Operating Expense 15,000.00

DEPARTMENT TOTAL: FINANCE 155,000.00

DEPARTMENT OF ENGINEERING

ENGINEERING 25,000.00

DEPARTMENT TOTAL: ENGINEERING 25,000.00

DEPARTMENT OF LAW TOWNSHIP ATTORNEY

Operating Expense 60,000.00

MUNICIPAL PROSECUTOR 17,500.00

DEPARTMENT TOTAL: ATTORNEY 77,500.00

INSURANCE

2,316,000.00

Commercial: Property and Casualty Operating Expense 250,000.00

Workers Compensation Operating Expense 250,000.00

INSURANCE TOTAL 2,816,000.00

MUNICIPAL COURT

102,000.00

Salary and Wage

Operating Expense 1,000.00

DRAFT

ATTACHMENT A 2/23/2026
TOWNSHIP OF MANCHESTER
TEMPORARY BUDGET-CURRENT FUND Calendar Year 2026

PUBLIC DEFENDER	10,000.00
TOTAL MUNICIPAL COURT	113,000.00
UNCLASSIFIED GASOLINE	140,000.00
ELECTRICITY	81,000.00
TELEPHONE	90,000.00
NATURAL GAS	0.00
HEATING OIL	0.00
STREET LIGHTING	50,000.00
TOTAL DEPARTMENT: UNCLASSIFIED	361,000.00
STATUTORY EXPENDITURES	
Social Security	500,000.00
TOTAL DEPARTMENT: STATUTORY EXPENDITURES	500,000.00
TOTAL CURRENT FUND TEMPORARY BUDGET	11,307,650.00

ATTACHMENT B 2/23/2026
TOWNSHIP OF MANCHESTER
TEMPORARY BUDGET-UTILITY FUNDS Calendar Year 2026

2/23/2026

WATER UTILITY EAST	
Salary and Wage	200,000.00
Operating Expense	347,350.00
TOTAL WATER UTILITY EAST TEMPORARY BUDGET	547,350.00

SEWER UTILITY EAST	
Salary and Wage	200,000.00
TOTAL SEWER UTILITY EAST TEMPORARY BUDGET	200,000.00

WATER UTILITY WEST	
Salary and Wage	200,000.00
Operating Expense	317,250.00
TOTAL WATER UTILITY WEST TEMPORARY BUDGET	517,250.00

SEWER UTILITY WEST	
Salary and Wage	130,000.00
Operating Expense	487,000.00
TOTAL SEWER UTILITY WEST TEMPORARY BUDGET	617,000.00

TOTAL UTILITY FUNDS TEMPORARY BUDGET	1,881,600.00
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DRAFT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING HEALTH SAVINGS ACCOUNT AND FLEXIBLE SPENDING ACCOUNT MANAGEMENT TO AMERIFLEX

WHEREAS the Township of Manchester has deemed it necessary and appropriate to obtain certain insurance coverage in extraordinary and unspecified services, in a required disclosure manner, in accordance with N.J.S.A 19:44A-20.5; and

WHEREAS, the Township resolves to award a contract for certain insurance services in accordance with N.J.S.A 40A:11-5(l)(m) and N.J.S.A. 40A:11-5(1)(ii); and

WHEREAS, the Township sought multiple quotes for insurance coverage in a required disclosure manner in accord with N.J.S.A. 40A:11-6.1; and

WHEREAS, Ameriflex, 2508 Highlander Way, Suite 200 Carrollton, TX 75006 has provided for Health Savings Account and Flexible Spending Account Management under the Extraordinary Unspecifiable Services provision in the amount of \$2.95 PEPM; and

WHEREAS, Ameriflex has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contribution to a political or candidate committee for an elected office in the Township of Manchester, New Jersey, in the previous one-year period, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract; and

WHEREAS, Township Staff have reviewed the terms and conditions of the contract and recommend award to Ameriflex., as follows:

1. Fees shall be charged and paid.
2. The Township of Manchester authorizes Ameriflex as the Health Savings Account and Flexible Spending Account Management provider
3. A copy of this Resolution, Pay to Play Disclosures, and Contract shall be available for inspection in the Manchester Township Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Manchester, County of Ocean State of New Jersey that the Mayor and Township Clerk are hereby authorized to enter into a formal contract agreement with Ameriflex, 2508 Highlander Way, Suite 200, Carrollton, TX 75006 for professional services as the provider of the Township of Manchester Ameriflex as the Health Savings Account and Flexible Spending Account Management provider in the amount of \$2.95PEPM.

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE MUNICIPAL CLERK TO EXECUTE TWO NEW JERSEY STATE FIREMEN'S ASSOCIATION MEMBERSHIP APPLICATIONS

WHEREAS, Nicco A. Pecorelli and Grant W. Heller, have made an application to the New Jersey State Firemen's Association; and,

WHEREAS, Nicco A. Pecorelli is currently a fireman with the Whiting Volunteer Fire Company and Grant W. Heller is currently a Career Station #76 fireman; and,

WHEREAS, municipal approval is needed as one of the requirements on the New Jersey State Firemen's Association Membership Application; and,

WHEREAS, the Township Clerk's signature is needed as municipal approval on the aforesaid application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey as follows:

1. That the Municipal Clerk is authorized to execute the New Jersey State Firemen's Association Membership Application as "Municipal Approval".
2. That the Township Clerk shall forward a certified copy of this Resolution to the following:

- A. Nicco A. Pecorelli
160 Pasadena Rd., Whiting, NJ 08759
- B. Grant W. Heller
279 Linda St., Belford, NJ 07718

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, ESTABLISHING CERTAIN FEES FOR SPRING/SUMMER RECREATION PROGRAMS

WHEREAS, Manchester Township Ordinance #10-012 authorizes the Township Council to establish certain fees for recreational activities by resolution; and

WHEREAS, the Recreation Department has informed the Township Council that the following activities have been scheduled by the Township:

SUMMER CAMP

<p>HARRY WRIGHT LAKE DAY CAMP (AGES 5 – 12)</p> <p>FEES: Resident = \$250/Sess. Non-Resident = \$325/Sess.</p>	<p>CAMP ADVENTURE (AGES 12-14)</p> <p>FEES: Resident = \$325/Sess. Non-Resident = \$400/Sess.</p>
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YOUTH PROGRAMS

\$50 Outdoor Basketball (Gr. 5-9)
\$55 Adv. Tennis (HS)
\$50 Tennis (Ages 5-13)
\$60 Summer Musical Theater
\$60 Wrestling (Gr. 1-8)
Summer Equestrian Camp
Res. \$450 Non-Res. \$500
Trail Rides
Res. \$65per day Non-Res. \$75per day
\$65 Kum Sung Karate (Ages 2 & Up) (per sess)
\$250/Sess. Jr Golf Camp (Ages 6-10)
\$300/Sess. Varsity Golf Camp (Ages 11-15)
\$175 Cheer Camp (Age 6-12)
\$175 Tumbling Camp (Ages 5-15)
\$120 Tumbling (Ages 5-18)

ADULT PROGRAMS

\$50 Tennis 1.2.3.
\$60 Adult Musical Theatre
\$70 Yoga Tues. (per sess)
\$70 Yoga Thurs. (per sess)
\$175 Golf Ready (per sess)
\$65 Kum Sung Karate (13-Adult) (per sess)
\$75 Kickboxing (13 ~ Adult) (per sess)
Summer Equestrian Camp
Res.\$450 Non-Res.\$500
Trail Rides
Res.\$65per day Non-Res.\$75per day

WHEREAS, the Recreation Department has informed the Township Council that a 15% late fee, will be added, if not paid 3 (three) business days prior to the start date of the program.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey that the Township Clerk shall forward a certified copy of this resolution to the following:

- A. Director of Recreation
- B. Chief Financial Officer
- C. Township Auditor

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

#26-144

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
INCREASING AN EXISTING CHANGE FUND FOR THE
MUNICIPAL CLERK'S OFFICE**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash or Change Fund in any county or municipality by resolution; and

WHEREAS, it is the desire of Manchester Township, County of Ocean, to increase the existing Change Fund for the Manchester Township Municipal Clerk's Office from \$50.00 to \$100.00; and

WHEREAS, the custodian for this Change Fund is the Municipal Clerk for Manchester Township.

NOW, THEREFORE, BE IT RESOLVED that Manchester Township authorizes such action to increase the existing Manchester Township Municipal Clerk's Office Change Fund to \$100.00.

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

#26-145

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
INCREASING AN EXISTING CHANGE FUND FOR THE TAX
COLLECTOR'S OFFICE**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash or Change Fund in any county or municipality by resolution; and

WHEREAS, it is the desire of Manchester Township, County of Ocean, to increase the existing Change Fund for the Manchester Township Tax Collector's Office from \$300.00 to \$500.00; and

WHEREAS, the custodian for this Change Fund is the Tax Collector for Manchester Township.

NOW, THEREFORE, BE IT RESOLVED that Manchester Township authorizes such action to increase the existing Manchester Tax Collector Change Fund to \$500.00.

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, SUPPORTING S-2161 AND A-1351, INCREASING CONSERVATION PILOT FUND PAYMENTS TO MUNICIPALITIES

WHEREAS, pursuant to Sections 29 & 30 of P.L. 1999, c.152, the State of New Jersey must, beginning 13 years after acquiring land in a municipality, pay money per acre to the municipality in which the land is situated; and

WHEREAS, these payments are commonly referred to as conservation PILOT funds and they are payments to help provide some compensation for the taxes lost in the acquisition of the lands by the State, an entity immune to real estate taxes; and

WHEREAS, S-2161 and A-1351 have been introduced, seeking to increase the amount of these conservation PILOT funds; and

WHEREAS, the Mayor and Township Council support these bills and implore the New Jersey Legislature and the Governor to pass S-2161 and A-1351 to provide increased compensation to municipalities for tax revenue lost through certain State acquisitions of property.

NOW, THEREFORE, BE IT RESOLVED, by Township Council of the Township of Manchester, County of Ocean, State New Jersey as follows:

1. That the governing body does hereby implore the New Jersey Legislature and the Governor to pass S-2161 and A-1351 to provide increased compensation to municipalities for tax revenue lost through certain State acquisitions of property.
2. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - A. Governor Mikie Sherrill
 - B. Senate President Scatari
 - C. Assembly Speaker Coughlin
 - D. 9th Legislative District Delegation

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of resolution adopted by the Township Council at a meeting on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH CASSONE LEASING, INC.

WHEREAS, the Recreation Office Manager has arranged for Cassone Leasing, Inc. to provide an office trailer for use by the entertainment at Manchester Day and Concert Fest “2026”; and

WHEREAS, there is presently on file in the office of the Township Clerk a proposed lease agreement to be entered into for the aforesaid trailer beginning June 25, 2026 through August 25, 2026; and

WHEREAS, the amount of consideration provided for in said agreement is \$2,748.00, which is less than the threshold amount requiring public bidding under the provisions of *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, the Township Council has reviewed the proposed lease agreement aforesaid and is satisfied with the contents of same; and

WHEREAS, the lease agreement will be funded through sponsorship.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Clerk to attest to a lease agreement with Cassone Leasing, Inc., for a total amount of \$2,748.00, for a two-month lease period which includes delivery/installation charges and dismantle/return delivery charges.
2. That the Township Clerk shall forward a copy of this Resolution to the following:
 - A. Chief Financial Officer
 - B. Purchasing Agent
 - C. Recreation Director
 - D. Cassone Leasing, Inc.

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARTY PERFECT

WHEREAS, the Recreation Department has arranged for Party Perfect Rentals to provide rides and attractions at the Manchester Day/Independence Day Celebration “2026”; and,

WHEREAS, there is presently on file in the office of the Township Clerk a proposed contract to be entered into for the aforesaid rides and attractions for June 27, 2026 (rain date June 28, 2026),

WHEREAS, the total due on the day of the event is \$8,235.00 and,

WHEREAS, the Township Council has reviewed the proposed form of contract aforesaid and is satisfied with the contents of same; and,

WHEREAS, the Township Council agrees that funding is necessary for the contract aforesaid, and, therefore, is ensuring by this resolution that the calendar year 2026 budget will include specific funding for the aforesaid contract.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Clerk to attest to a contract with Party Perfect Rentals for rides and attractions at Manchester Day/Independence Day Celebration “2026” on June 27, 2026 (rain date June 28, 2026).
2. That the Township Council is ensuring by this resolution that funding will be provided in the Township’s calendar year 2026 budget for the payment of the contracts aforesaid.
3. That the Chief Financial Officer certifies the availability of funds in CY2026 and that the funds shall not exceed \$8,235.00.
4. That the Chief Financial Officer is hereby authorized to process the necessary paperwork in order to hold the reservation and make the final payment on June 27, 2026.
5. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Mayor;
 - B. Administrator;
 - C. Chief Financial Officer;
 - D. Purchasing Agent;
 - E. Recreation Director;
 - F. Party Perfect Rentals

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
THE PROCESSING OF PURCHASE ORDERS AND THE EXECUTION OF
CONTRACTS WHEN NEEDED FOR TRIP RESERVATIONS FOR CAMPER AND
CHAPERONES FROM HARRY WRIGHT LAKE DAY CAMP**

WHEREAS, the Recreation Office Manager has arranged for campers and adults from the Harry Wright Lake Day Camp to attend various trips from June 30, 2026 through August 6, 2026; and

WHEREAS, reservations can only be held by the receipt of a purchase order and/or signed contract; and

WHEREAS, the Township Council has reviewed the attached Schedule A and is satisfied with the contents of same; and

WHEREAS, that the Chief Financial Officer certifies the availability of funds in the CY2026 Recreation Budget and that the funds shall not exceed \$12,540.00.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Clerk to attest to group sales contracts with the various trip locations listed on the attached Schedule A.
2. That the Chief Financial Officer is hereby authorized to process the necessary purchase orders in order to hold the reservations for the trip locations and dates specified on the attached Schedule A.
3. That the Township Council is ensuring by this resolution that funding is provided in the Township's calendar year 2026 budget for the payment of the contract aforesaid.
4. That the cost of the services aforesaid shall not exceed the amounts specified on the attached Schedule A with the purchase orders due as soon as possible.
5. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Chief Financial Officer
 - B. Purchasing Agent
 - C. Recreation Director

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 9th day of March, 2026.

Teri Giercyk, RMC, CMC
Manchester Municipal Clerk

**SCHEDULE A
2026
DAY CAMP
SCHEDULED TRIPS**

7/18/2025

SESSION I

CAMP	DAY	DATE	TRIP	TRIP EST FOR PO
B	TUES.	JUNE 30	ISLAND BEACH STATE PARK	\$195.00
B	MON.	JULY 06	BREAKWATER BEACH, SEASIDE	\$2625.00
B	TUES.	JULY 14	ISLAND BEACH STATE PARK	\$195.00
				0
A	THURS.	JULY 02	ISLAND BEACH STATE PARK	\$195.00
A	THURS.	JULY 09	BREAKWATER BEACH, SEASIDE	\$2625.00
A	THURS.	JULY 16	ISLAND BEACH STATE PARK	\$195.00
				0
			BUS PARKING FOR 7/6; 7/9 (6x\$40)	\$240.00
			Total Session 2:	\$6270.00

SESSION II

CAMP	DAY	DATE	TRIP	TRIP EST FOR PO
B	TUES.	JULY 21	ISLAND BEACH STATE PARK	\$195.00
B	TUES.	JULY 28	BREAKWATER BEACH, SEASIDE	\$2625.00
B	TUES.	AUG. 04	ISLAND BEACH STATE PARK	\$195.00
				0
A	THURS.	JULY 23	ISLAND BEACH STATE PARK	\$195.00
A	THURS.	JULY 30	BREAKWATER BEACH, SEASIDE	\$2625.00
A	THURS.	AUG. 06	ISLAND BEACH STATE PARK	\$195.00
				0
			BUS PARKING FOR 7/28; 7/30 (6x\$40)	\$240.00
			Total Session 2:	\$6270.00
			TOTAL BOTH SESSIONS:	\$12,540.00

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE PROCESSING OF PURCHASE ORDERS AND THE EXECUTION OF CONTRACTS FOR TRIP RESERVATIONS FOR CAMPER AND CHAPERONES FOR CAMP ADVENTURE

WHEREAS, the Recreation Office Manager has arranged for campers and adults from the Camp Adventure Program to attend various trips from June 30, 2026 until August 6, 2026 as per attached Schedule A; and

WHEREAS, reservations can only be made by the receipt of a purchase order; and

WHEREAS, the Township Council has reviewed the attached Schedule A and is satisfied with the contents of same; and

WHEREAS, the Chief Financial Officer certifies the availability of funds in the CY2026 Recreation Budget and that the funds will not exceed \$13,421.30.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Clerk to attest to group sales contracts with the Camp Adventure program for trips listed on the attached Schedule A.
2. That the Chief Financial Officer is hereby authorized to process the necessary purchase orders in order to hold the reservations for the trip locations and dates specified on the attached Schedule A.
3. That the Township Council is ensuring by this resolution that funding will be provided in the Township's calendar year 2026 budget for the payment of the contracts aforesaid.
4. That the cost for the services aforesaid shall not exceed the amounts specified on the attached Schedule A with the purchase orders due as soon as possible.
5. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Chief Financial Officer
 - B. Purchasing Agent
 - C. Recreation Director

CERTIFICATION

I, Teri Giercyk, Municipal Clerk of the Township of Manchester, County of Ocean, state of New Jersey do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

**SCHEDULE A
CAMP ADVENTURE TRIP SCHEDULE
2026**

	2026	SESSION I	Approx.
Day	Date	Trip To:	Cost
Tues.	06/30/26	Breakwater Beach	\$ 1,775.00
		Parking for BWB - SSH	\$ 40.00
Wed.	07/01/26	Island Beach State Park	\$ 65.00
Thurs.	07/02/26	Elite Climbing	\$ 560.00
Tues.	07/07/26	Sky Zone	TBD
Wed.	07/08/26	Casino Pier	\$ 1,591.00
		Parking for Casino Pier - SSH	\$ 40.00
Thurs.	07/09/26	Monmouth Cnty Parks	\$ 85.00
Tues.	07/14/26	TBD	TBD
Wed.	07/15/26	Island Beach State Park	\$ 65.00
Thurs.	07/16/26	Tree To Tree & Cape May Zoo	TBD
	2026	SESSION II	Approx.
Day	Date	Trip To:	Cost
Tues.	07/21/26	Island Beach State Park	\$ 65.00
Wed.	07/22/26	Elite Climbing	\$ 560.00
Thurs	07/23/26	Breakwater Beach	\$ 1,775.00
		Parking for BWB - SSH	\$ 40.00
Tues.	07/28/26	Monmouth Cnty Parks	\$ 85.00
Wed.	07/29/26	Casino Pier	\$ 1,591.00
		Parking for Casino Pier - SSH	\$ 40.00
Thurs	07/30/26	Medieval Times	\$ 2,041.70
Tues.	08/04/26	Sky Zone	TBD
Wed.	08/05/26	Island Beach State Park	\$ 65.00
Thurs	08/06/26	Fireball Mountain	\$ 2,937.60
			\$13,421.30
Note: Trips marked TBD are not open for the season. They will processed on another resolution when fees are obtained.			

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A RIDER TO A CONTRACT WITH MANCHESTER 4, LLC

WHEREAS, the Township of Manchester (“Township”) owns certain property that it wishes to swap with Manchester 4, LLC; and

WHEREAS, the Township has previously adopted an ordinance to authorize the swap (Ordinance #25-40), a Letter of Interest and a Contract, all related to the swap and the details pertaining thereto; and

WHEREAS, there is a need to attach a rider to the Contract to include language that was in the Letter of Interest but inadvertently left out of the contract; and

WHEREAS, the contract and proposed rider are attached hereto as Schedule A; and

WHEREAS, the Township Council wishes to authorize the execution of same.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

- 1.) That the Township Attorney is authorized to execute the Rider, attached hereto, and any other documents related thereto.
- 2.) A certified copy of this Resolution shall be sent to the Administrator, Assessor, and Manchester 4, LLC.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

5/6/2025 15:15:52 EDT

CONTRACT FOR SWAP OF REAL ESTATE

5/6/2025 | 15:15:52 EDT

This Contract for Swap of Real Estate (the "Contract") is made on _____, 2025, by and between the following parties:

MANCHESTER 4 LLC, a New Jersey limited liability company, having a business address located at 620 Tinton Avenue, Building B, Suite 200, Tinton Falls, New Jersey 07724 (the "M4 LLC"), and

THE TOWNSHIP OF MANCHESTER, a body politic located in the County of Ocean, State of New Jersey, having an address located at 1 Colonial Drive, Manchester, New Jersey 08759 (the "Township").

(M4 LLC and the Township are collectively referred to as the "Parties" and each a "Party".)

1. Purchase/Swap Agreement. Subject to the terms of this Contract, M4 LLC and the Township mutually agree to simultaneously convey title to each other's respective properties as described in this Contract.

2. The Properties.

- (a) The properties to be swapped consist of those certain real properties owned by the parties, together with all of the rights related to those real properties (collectively the "Property" or "Properties"), as follows: (i) those certain real properties owned or to be owned by M4 LLC (per the disclosure in subsection b below) and to be conveyed to the Township, as more particularly known and described on schedules "A" attached to this Contract (collectively the "M4 LLC Properties"); and (ii) those certain real properties owned by the Township and to be conveyed to M4 LLC, as more particularly known and described on schedules "B" attached to this Contract (collectively the "Township Properties"). This Contract is subject to accurate and acceptable surveys of the Properties to be conducted by each party.
- (b) M4 LLC has disclosed and the Township acknowledges that as of the date of this Contract, M4 LLC is the contract purchaser of the M4 LLC Properties, and that this Contract is contingent upon title being transferred to M4 LLC prior to the closing (the "Transfer Contingency"). As such all references to the M4 LLC Properties shall be subject to the Transfer Contingency without separate reiteration.

3. Consideration; Purchase Price. The purchase price (the "Purchase Price") is **ONE and 00/100 (\$1.00) DOLLAR** plus other good and valuable consideration, the receipt and sufficiency of which is acknowledged by signing below.

4. Conditions Precedent to Purchase. It is agreed that this Contract is contingent upon, and the Parties do not have to complete the purchase of the Properties, unless and until the various contingencies set forth in this Contract, including by way of example only, the Transfer Contingency, the Title Contingency, the Intended use Contingency, the Due Diligence Contingencies, and the Approval Contingency (collectively the "Contingencies") have been satisfied during any applicable time periods which may be provided (as such terms are defined in this Contract).

5. Time and Place of Closing. The Closing date cannot be made final at this time. The Township and M4 LLC agree to make the estimated date **sixty (60) days** after the waiver or satisfaction of all of the Contingencies. It is further agreed by the Parties that the Closing shall require a simultaneous closing of all of the M4 LLC Properties and the Township Properties. Both parties will fully cooperate so the Closing can take place on or before this date. The Closing will be held at Township's attorney's office or by mail.

6. Title and Survey Contingency.

- (a) During the Due Diligence Period, each Party shall order a copy of a title report and if elected, a survey to the other Party's Properties and upon receipt, shall deliver a copy thereof to the other Party's

DRAFT

counsel, together with a written statement as to any objections to the title that such Party may have as a result of matters disclosed in either the title report or survey (collectively the "Title Contingency"). The receiving Party shall deliver to sending Party, within 5 calendar days after its receipt of such report and/or statement, a notice stating which objections or exceptions, if any, the receiving Party will remedy prior to the Closing. In the event the receiving Party is unable to eliminate any or all of the objections, the provisions of subsection (c) of this paragraph shall control.

- (b) Each Party shall deliver title to their respective Properties as follows: (i) M4 LLC shall give and Township shall accept such fee simple title to the M4 LLC Properties as is good and marketable and as any nationally recognized and reputable title insurance company licensed to do business in the State of New Jersey and selected by Township, will approve and insure at its regular rates, without exception, except for such exceptions as are specifically set forth in this Contract, so long as such exceptions do not render the title uninsurable or unmarketable or interfere with the Intended Use (as defined in this Contract); and (ii) the Township shall give and M4 LLC shall accept such fee simple title to the Township Properties as is good and marketable and as any nationally recognized and reputable title insurance company licensed to do business in the State of New Jersey and selected by M4 LLC, will approve and insure at its regular rates, without exception, except for such exceptions as are specifically set forth in this Contract, so long as such exceptions do not render the title uninsurable or unmarketable or interfere with the Intended Use (as defined in this Contract).
- (c) If either Party shall be unable to either eliminate any or all of the objections or convey good and marketable fee simple title to their respective Properties to the receiving Party, then the receiving Party may take one of the following actions (i) close with title as is; or (ii) elect to cancel this Contract, in which latter event the Contract shall become void, at which time, neither party shall have any further liability to the other.
- (d) At the Closing, each Party will transfer ownership of their respective Properties to the other Party, in the same condition as currently exists, normal wear and tear excepted, but free of all items not specifically included in this sale (i.e., no debris). This transfer of ownership will be free of all claims and rights of others except as provided in other parts of this Contract. Each Party (or the members of M4 LLC if direct deeds are accepted) will give the other Party a properly executed deed(s) and an adequate affidavit(s) of title and such other documents as may be reasonably required.

7. Type of Deed. A deed is a written document used to transfer ownership of Property. In this sale, the respective deeds shall be Bargain and Sale Deeds With Covenants Against Grantor's Acts as to each of the respective Properties. The Township agrees that the transfer of the M4 LLC Properties may be made either (A) directly from M4 LLC to the Township; or (B) from the various members of M4 LLC (which members currently collectively own the M4 LLC Properties) to the Township in lieu of deeding each of the M4 LLC Properties first to M4 LLC, and then a second deed from M4 LLC to the Township.

8. Physical Condition of the Property. The Properties are being sold "as is" except as set forth elsewhere in this Contract. Neither Party makes any claims or promises about the condition or value of any of the Properties included in this sale except as set forth herein. Each Party will (or has the right to) be inspecting the respective Properties to be acquired and will rely on these inspections and any rights which may be provided for in other parts of this Contract.

9. Intended Use; Building and Zoning Laws.

M4 LLC intends to use the Township Properties for a residential development consisting of a minimum of thirteen contiguous, buildable residential lots, together with such other typical associated supporting improvements such as stormwater, access, utilities, etc. at the area of Wilbur and Manchester Avenues including current Blocks 23, 24, 26, 27, & 28 (the "M4 LLC Intended Use"). The Township intends to use the M4 LLC Properties for open space or any other lawful purposes (the "Township Intended Use"). The M4 LLC Intended Use and the Township Intended Use are collectively referred to as the "Intended Uses".

11/13/17

- (a) This Contract is contingent upon M4 LLC confirming that the Township Properties will satisfy the M4 LLC Intended Use and the Township confirming that the M4 LLC Properties will satisfy the Township Intended Use (collectively the "Intended Use Contingencies"). Each Party shall have the time under the Due Diligence Period to make such determination. In the event either Party determines that the applicable zoning, building codes, or other law, zoning resolution, regulations, etc., prohibit the respective Intended Uses, then either Party may elect to cancel this Contract.
- (b) Each Party agrees that it will obtain and pay for all inspections, permits and approvals required by law necessary to transfer title to the respective Properties.

10. Flood Area. The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If any of the Properties are in a "flood area", either party may cancel this Contract.

11. Property Lines. Each Party states that to the best of their knowledge, that no improvements on adjoining properties extend across the boundary lines of any of their respective Properties, subject to such facts as an accurate survey may reveal.

12. Ownership. Each Party agrees that the transfer of the Properties shall be free of all claims and rights of others, except for the following, provided same do not render title unmarketable:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any structure or other improvements on the Property, provided same do not unreasonably interfere with Township's Intended Use; and
- (b) any recorded agreements which limit the use of the Property, unless the agreements: (i) are presently violated; (ii) provided that the Property would be forfeited if they were violated; or (iii) unreasonably limit the normal use of the Property.

13. Correcting Defects. If any of the Properties do not comply with paragraphs 11 or 12 of this Contract, the non-compliant Party will be notified and given 20 days to make it comply. If the applicable Properties still do not comply after that date, then the other Party may either accept such title as the non-compliant Party is able to deliver or alternatively cancel this Contract, at which time, neither party shall have any further liability to the other.

14. Due Diligence Contingencies. It is agreed that this Contract is contingent upon, and further agreed that neither Party has to complete the purchase of the Properties unless and until, the following inspection conditions have been satisfied (collectively the "Due Diligence Contingencies"):

- (a) Specifically, each Party shall have a **one-hundred twenty (120) day** contingency period commencing from the Effective Date of this Contract (the "Due Diligence Period") within which to undertake any investigation and make any determination, in its sole discretion, as such Party may deem necessary. During the Due Diligence Period, each party shall allow the other Party and its agents reasonable access to the Properties for making such investigations.
- (b) In the event either Party does not notify the other Party within the Due Diligence Period (or any agreed upon extension) that it is cancelling this Contract, then the Due Diligence Contingency shall be deemed satisfied.

15. Environmental Conditions and Representations. Each Party hereby represents to the best of their knowledge, and by participating in the Closing by delivering the deed, reaffirms that such representations shall be true and correct as of the Closing date, and the truth of which shall be a condition precedent to the performance by the other Party of its obligations contained herein, the following:

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- (a) There are no oil or gasoline tanks or other underground storage tanks or other type of tanks or septic system(s) on their respective Properties. If any underground tanks of whatever nature or septic system(s) are existing and/or discovered and notice of same delivered to the non-compliant Party during the Due Diligence Period, then the compliant Party shall have the option of either: (i) requesting the non-complaint Party to decommission same in accordance with applicable laws or (ii) if the non-compliant is unable or refuses to decommission, the complaint party may either accept such condition and proceed to closing or cancel this Contract, at which time neither party shall have any further liability to the other.
- (b) The Properties are free and clear of any contamination and has not been nor is it presently used for any sort of industrial site, disposal of any hazardous or toxic material or product as defined by New Jersey and federal environmental laws, including but not limited to the New Jersey Spill Compensation and Control Act, the Industrial Site Remediation Act, Leaking Underground Storage Tank Act, all rules and regulations of NJDEP and its various divisions, and all other applicable statutes, both state and federal. If any contamination is existing and/or discovered, then the compliant Party shall have the option of either requesting the non-complaint Party to comply with all applicable laws necessary to transfer title free and clear of any contamination and/or in compliance with all laws; or (ii) if the non-compliant is unable or refuses to comply, the complaint party may either accept such condition and proceed to closing or cancel this Contract, at which time neither party shall have any further liability to the other.
- (c) Each Party shall have the right within the Due Diligence Period, at such Party's own expense, to undertake a review of all environmental reports currently on file with NJDEP (if any), undertake samplings at and/or to conduct invasive inspections of any of the Properties. Such rights shall include but not be limited to undertaking a Phase I and/or Phase II environmental report. Should the results reveal that there has been or may be contamination or the potential for contamination of any kind, or the presence of same is discovered from whatever source, then the compliant Party shall have the option of either requesting the non-complaint Party to comply with all applicable laws necessary to transfer title free and clear of any contamination and/or in compliance with all laws; or (ii) if the non-compliant is unable or refuses to comply, the complaint party may either accept such condition and proceed to closing or cancel this Contract, at which time neither party shall have any further liability to the other.

16. Zoning Contingencies; Delivery of Approvals. After the completion of the Due Diligence Period, and in the event the neither Party has elected to terminate this Contract, then M4 LLC shall have the following additional time periods (the "Approval Period") within which to obtain unconditional and unappealable formal approval from the appropriate municipal, county, state or federal agencies having jurisdiction over the Township Properties in order to develop the Township Properties for the M4 LLC Intended Use, inclusive of but not limited to all applicable street vacations (collectively the "Approval Contingencies").

- (a) M4 LLC shall have **nine (9) months** in order to obtain the necessary approvals in order to develop the Property for the Intended Use.
- (b) If M4 LLC is diligently pursuing the necessary applications at the expiration of the initial **nine (9) month** period provided for in subparagraph (a) above, then and in that event, the Approval Period shall be automatically extended for an additional **six (6) months** within which to secure said approvals.
- (c) If a decision is rendered approving any applicable application, but the adoption of the formal Resolution and/or the expiration of the subsequent appeal period will expire outside of the Approval Period (including any extension as may be applicable pursuant to subparagraph (b) set forth above, it is agreed that the Approval Period shall automatically be extended to a date which shall be **sixty (60) days** from the date that the appeal period expires.

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- (d) Within the Approval Period (including any extension as may be applicable pursuant to subparagraph (b) or (c) above), M4 LLC shall notify the Township that it has either satisfied the Approval Contingencies or that it is terminating based on a denial and/or negative feedback. In the event M4 LLC does not notify the Township within this Approval Period (including any extension as may be applicable pursuant to subparagraph (b) or (c) above), either party may thereafter validly cancel this Contract in writing. Notwithstanding the foregoing, the parties agree that the Approval Period (including any extension as may be applicable pursuant to subparagraph (b) or (c) above) shall be automatically extended until such time as M4 LLC notifies the Township that it has satisfied the Approval Contingencies or either party forwards a notice of cancellation of this Contract.

17. Miscellaneous Representations. Each Party represents, and by participating in the Closing by delivering the deed, reaffirms that such representations shall be true and correct as of the Closing date, and the truth of which shall be a condition precedent to the performance of its obligations contained herein, the following:

- (a) **Ownership.** Subject to the Transfer Contingency, each Party is the owner of their applicable Properties.
- (b) **Foreign Person.** Each Party is not a “foreign person” as such is defined under Section 1445(f)(3) of the Internal Revenue Code, as amended (the “Code”), or a “United States Real Property Holding Corporation”, as such term is defined under Code Section 1445(b)(3) and 897(c)(2), during the applicable period specified in Code Section 897(c)(1)(a)(iii), relating to the transfer of U.S. real property interests by foreign persons, and each Party shall deliver such documentation as required to verify same.
- (c) **Authority.** The person signing on behalf of each Party has the full right and authority to execute this Contract and consummate all of the transactions hereby contemplated.
- (d) **No Actions Against Property.** There are no actions, suits or proceedings pending or threatened against such Party affecting any portion of the respective Properties, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- (e) **No Attachments.** There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened by or against such Party.
- (f) **No Litigation.** There are no existing or pending litigation, claims, condemnations or sales in lieu thereof, contracts of sale, options to purchase or rights of first refusal with respect to any of the respective Properties other than as pertains to the Transfer Contingency, nor have any such actions, suits, proceedings, claims or other such matters been, to the best of such Party’s knowledge and belief, threatened or asserted.
- (g) **Condemnation/Improvements.** No Party has been notified, nor has it or any of them any knowledge of any possible future improvements by any public authority, the cost of any part of which would or might be assessed against the respective Properties or public requirement to improve the Properties. In the event either Party receives or becomes aware of any Notice of Condemnation, Municipal Assessment, or Governmental Order affecting their respective Properties or any other information which could affect the other Party’s Intended Uses, it shall immediately notify the other Party. In the event any such contemplated action would impact upon the Intended Uses, the affected Party shall have the right to cancel this Contract.

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10/10/17

18. Current Leases; Assignments. Each Party agrees that at Closing, no person, firm or corporation will have any title, interest or right to possession of their respective Properties or any portion thereof as a lessee, occupant, tenant or other possessor, nor as Contract purchaser. The terms of this paragraph shall survive Closing.

19. Risk of Loss. Each Party is responsible for any damage to their respective Properties, except for normal wear and tear, until Closing.

20. Cancellation of Contract. If this Contract is legally and rightfully canceled, the parties will be free of liability to each other.

21. License. Each Party agrees that by signing this Contract, it grants to the other Party a revocable license to enter onto their respective Properties at any time in order to undertake all obligations/inspections connected therewith. The Party (and its agents) entering onto such Properties agrees, however, that it shall be fully responsible for and agrees to indemnify and hold the other Party harmless from any and all damages, costs, expenses, suits, proceedings, fines, penalties, injuries, liabilities, claims, etc. to person and/or property, which may arise, directly or indirectly, by reason of its entry thereon.

22. Bulk Transfer. Each Party agrees that they will provide all documentation to the other Party within 20 days of the Closing Date, necessary to complete and sign form C-9600, Notification of Bulk Sale for submission to the State Division of Taxation in order to determine any outstanding or accrued state tax liability in order to comply with the Bulk Sale Notice provisions of N.J.S.A 54:50-38. The Closing will occur after the State Division of Taxation has issued letter setting or waiving an escrow. In the event any tax, interest or penalty is determined to be due and owing to the New Jersey Division of Taxation, the applicable Party against whom the State asserts taxes are due or to be escrowed agrees to post in escrow with the other Party's counsel or alternatively the settlement agent (the latter of which each Party provides its consent), the requisite amount and thereafter, comply with any further instructions by the State and further agrees to indemnify the other Party from any and all tax liability arising out of the sale. The terms of this paragraph shall survive Closing.

23. Real Estate Tax and Insurance Payments. It is a condition precedent that Real Estate taxes, assessments and any other charge imposed by the municipality will continue to be paid current by the applicable Party on their respective Properties (or as to M4 LLC, but is applicable member), up to and including the Closing of title and delivery of deed. All property and general liability insurances will continue to be maintained by each Party on their respective Properties up to and including the Closing of title and delivery of deed.

24. Governmental Regulations. Each Party covenants that at its own expense and cost, it will comply with all written or oral notices and construct or cause to be constructed, any improvements required by any state or local governing body or authority having jurisdiction for which written or oral notice was given or work started or work agreed to prior to the date of this Contract.

25. Existing Information, Reports and Documents. Within five (5) days of the Effective Date, each Party agrees to provide directly or in the case of M4 LLC, through the M4 LLC members (to the extent in such Party's possession) to the other Party all available information reports and/or documentation regarding any conditions affecting their respective Properties or to which such Party either has personal knowledge or has been informed, including by way of example only and not by way of limitation, all title reports, surveys, engineering and environmental reports. Notwithstanding the forgoing, M4 LLC represents that it is unaware of any such documentation or information as to the M4 LLC Properties.

26. Brokers. Each party represents and warrants to the other that it has not hired, retained or dealt with any real estate broker, firm or salesperson in connection with the transaction contemplated by this Contract. Notwithstanding the foregoing, each party expressly represents to the other that it will defend, indemnify and hold the other party harmless from and against any and all claims for brokerage fees or other commissions which may at any time be asserted against the non-breaching party, founded upon a claim that the aforesaid representation and warranty is untrue. This indemnification shall similarly cover any and all losses, damages, costs and expenses (including reasonable attorney's fees and disbursements) relating to such claims or arising

therefrom or incurred by the non-breaching party in connection with the enforcement of this indemnification provision. The provisions of this paragraph shall survive the Closing.

27. Cooperation. Each Party agrees to cooperate with the other Party and use its best efforts to assist such Party in connection with any actions necessary to consummate the Closing.

28. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against any of the Properties for work completed or contemplated before the Closing will be paid by or on behalf of the Party owning the subject Properties at or before the Closing. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Party owing will pay an estimated amount at the Closing. When the amount of the charge is finally determined, the Parties agree to pay any deficiency (if the estimate proves to have been too low) or return the excess (if the estimate proves to have been too high).

29. Adjustments at Closing. The Township and M4 LLC agree to adjust the following expenses as of the Closing date: rents, municipal water charges, sewer charges and taxes.

30. Possession. At the Closing the Township will be given possession of the M4 LLC Properties, free and clear of any tenants or occupants and M4 LLC will be given possession of the Township Properties, free and clear of any tenants or occupants.

31. Right to Discharge. Either Party shall have the right to have discharged on the other Party's behalf out of the proceeds of the sale tendered at Closing, any mortgage(s) or lien(s) of record covering the Properties.

32. Transfer and Other Fees.

(a) Each Party shall pay at closing any realty transfer fees and/or discharge fees, incurred in connection with the sale of their respective Properties.

(b) Each Party shall be responsible for and pay all title, survey, and due diligence fees incurred in connection with the Properties to be acquired.

33. Default; Damages.

(a) **By Township.** In the event the Township fails to cure a default after receipt of a 10-day written notice of default by M4 LLC or should the Township fail to close title hereunder for any reason, then M4 LLC may choose to terminate this Contract by forwarding a written notice of cancellation to the Township. If M4 LLC terminates the Contract by forwarding the notice of cancellation, the Township will no longer have any rights under this Contract and M4 LLC may pursue any rights permitted by law or in equity. Notwithstanding the foregoing, until such time as M4 LLC formally cancels this Contract by forwarding the notice of cancellation, Township may cure any such default, at which time the parties shall continue under the terms of this Contract as if no default has occurred.

(b) **By M4 LLC.** In the event that M4 LLC fails to cure a default after receipt of a 10-day written notice of default by Township, or should M4 LLC fail to close title hereunder for any reason, then the Township may choose to terminate this Contract by forwarding a written notice of cancellation to M4 LLC. If the Township terminates the Contract by forwarding the notice of cancellation, M4 LLC will no longer have any rights under this Contract and the Township may pursue any rights permitted by law or in equity. Notwithstanding the foregoing, until such time as the Township formally cancels this Contract by forwarding the notice of cancellation, M4 LLC may cure any such default, at which time the parties shall continue under the terms of this Contract as if no default has occurred.

34. Recording of Contract. The parties agree not to record, a memorandum of this Contract.

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35. Complete Agreement; Modification. This Contract is the entire and only agreement between the Township and M4 LLC. This Contract replaces and cancels any previous agreements between the Township and M4 LLC. This Contract can only be amended by an agreement in writing signed by both Township and M4 LLC.

36. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

37. Notices. Whenever in this Contract it shall be required or permitted that notice or demand be given or served by either party hereto on the other, such notice or demand shall be given or served and shall not have been deemed to have been duly given or served, unless in writing and forwarded by personal delivery, certified mail with receipted return or recognized overnight carrier, addressed to the respected party (including any authorized representative/agent of such party), as follows:

If to each M4 LLC

Manchester 4, LLC
Attn: Gary Vialonga, Manager
620 Tinton Avenue, Building B, Suite 200
Tinton Falls, New Jersey 07724
Phone: (732)-389-5500 Ext. 263
e-mail: gviaionga@stavolarealty.com

With a copy to: Martin F. Pflieger, Esq.
Harter & Pflieger, LLC
209 Route 537
Colts Neck, NJ 07722
Phone 732-866-0700
e-mail: mpflieger@centraljerseylawfirm.com

If to Township: Township of Manchester
Attn: Carl Block, Administrator
1 Colonial Drive
Manchester, New Jersey 08759 Phone:
(732)-677-8121
e-mail: cblock@manchestertwp.com

With a copy to: Lauren R. Staiger, Esq.
Dasti & Staiger
310 Lacey Road
Forked River, NJ 08731
Phone 609-549-8990
e-mail: lstaiger@dastilaw.com

If any such notice or demand required under this Contract shall be given via certified mail, said notice or demand shall be deemed to have been given as of the date said notice or demand is received by certified mail, but in no event after the fourth day same is mailed. If personally delivered or sent via overnight carrier said notice or demand shall be deemed to have been given when received. The above addresses may be changed by written notice hereunder. Notices other than for a default may also be given by to the e-mail or telefax number stated above, provided the same are during normal business to be defined as 9:00 A.M. and 5:00 P.M. - Saturday, Sunday and legal holidays excluded.

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38. Off- Site Conditions. Each Party represent to the best of its knowledge, that it has not received any notification or knowledge as to any environmental or other adverse off-site conditions which might adversely affect the value of their respective Properties.

39. Assignment. The Township agrees that M4 LLC shall have the absolute right to assign this Contract to a bona fide residential developer provided that (i) M4 LLC conveys to such developer fee title to the M4 LLC Properties simultaneously with the assignment; and (ii) the assignee's assumption of all of the rights and obligations of M4 LLC. Following such assignment, M4 LLC and its members and managers shall be fully released from the obligations under this Contract. The Contract may not be assigned by the Township.

40. Counterparts. This Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

41. Waiver. Failure to enforce any of the provisions of this Contract by any of the parties shall not be construed as a waiver of the provisions therein.

42. Invalid Clause. The invalidity of any clause contained in this Contract shall not render any other provision invalid, and the balance of this Contract, not held to be invalid, shall be binding upon all parties hereto.

43. Governing Law. This Contract shall be construed in accordance with the laws of the State of New Jersey.

44. Headings. The section headings contained in this Contract are for reference only for the convenience of the parties. They shall not be deemed to constitute a part of this Contract nor shall they alter or supersede the contents of the paragraphs themselves.

45. Attorney Consultation. Each Party recognizes that as this Contract is a legal document which contains significant legal obligations and risks, and each Party acknowledges that each has had the opportunity to seek legal advice from counsel of his/her/its own choosing regarding this Contract and any Exhibits hereto.

46. Effective Date. The effective date of this Contract shall be the last date all parties have signed this Contract (the "Effective Date"). Fax signatures on this Contract shall be valid.

[Signatures follow on next page]
[Balance of page intentionally left blank]

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SIGNED AND AGREED TO BY:

Witness:

Dated:

THE TOWNSHIP OF MANCHESTER

Judi McGee

5/7/2025 | 09:06:24 EDT

By: Lauren R. Staiger
Lauren R. Staiger

MANCHESTER 4 LLC

John Tascione

5/8/2025 | 11:18:50 EDT

By: Gary Vialonga
Gary Vialonga, Authorized Representative

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Schedule "A"

Lots to be transferred from Manchester 4 LLC to Manchester Township:

BLOCK	LOT	ADDITIONAL LOT	OWNER_OWNER	PROPERTY_LOCATION
16	1996	1997-2002	KRUPNICK FAMILY TRUST	2173 HWY 70
16	2003	2004	STAVOLA REALTY COMPANY	2175 HWY 70
16	2005	2006-2008	WHITING PINES REALTY CORP	2185 HWY 70
16	2009	2010-2011	SUBURBAN AGENCY INC	2949 WILBUR AVE
16	2012	2013,2014	KRUPNICK FAMILY TRUST	2937 WILBUR AVE
17	1887	1888-1913	STAVOLA REALTY CO	2969 WILBUR AVE
17	1914	1915-1916	WHITING PINES REALTY CORP	2959 WILBUR AVE
17	1917	1918-1928	STAVOLA REALTY COMPANY	3121 BLANCHE AVE
17	1929	1930-1938	BLUFFVIEW INC/WINDING RIVER INC	2163 HWY 70
20	1787	1788	SUBURBAN AGENCY INC	3100 BRENTWOOD AVE
20	1791	1792	STAVOLA REALTY COMPANY	3106 BRENTWOOD AVE
20	1793	1794-1838	STAVOLA REALTY CO	3110 BRENTWOOD AVE
26	1304	1305-1306	STAVOLA REALTY CO	3279 JACKSON AVE
27	1187	1188-1196	STAVOLA REALTY CO	3279 MANCHESTER AVE
28	1116	1117	JERMAN, JEFFREY	3261 WESTON AVE
29	1008	1009-1015	MARK PROPERTIES LLC	3179 PLAINFIELD AVE
29	1033	1034-1041	SUBURBAN AGENCY INC	3221 PLAINFIELD AVE
29	1048	1049-1062	STAVOLA REALTY CO	3253 PLAINFIELD AVE

17/03/2017

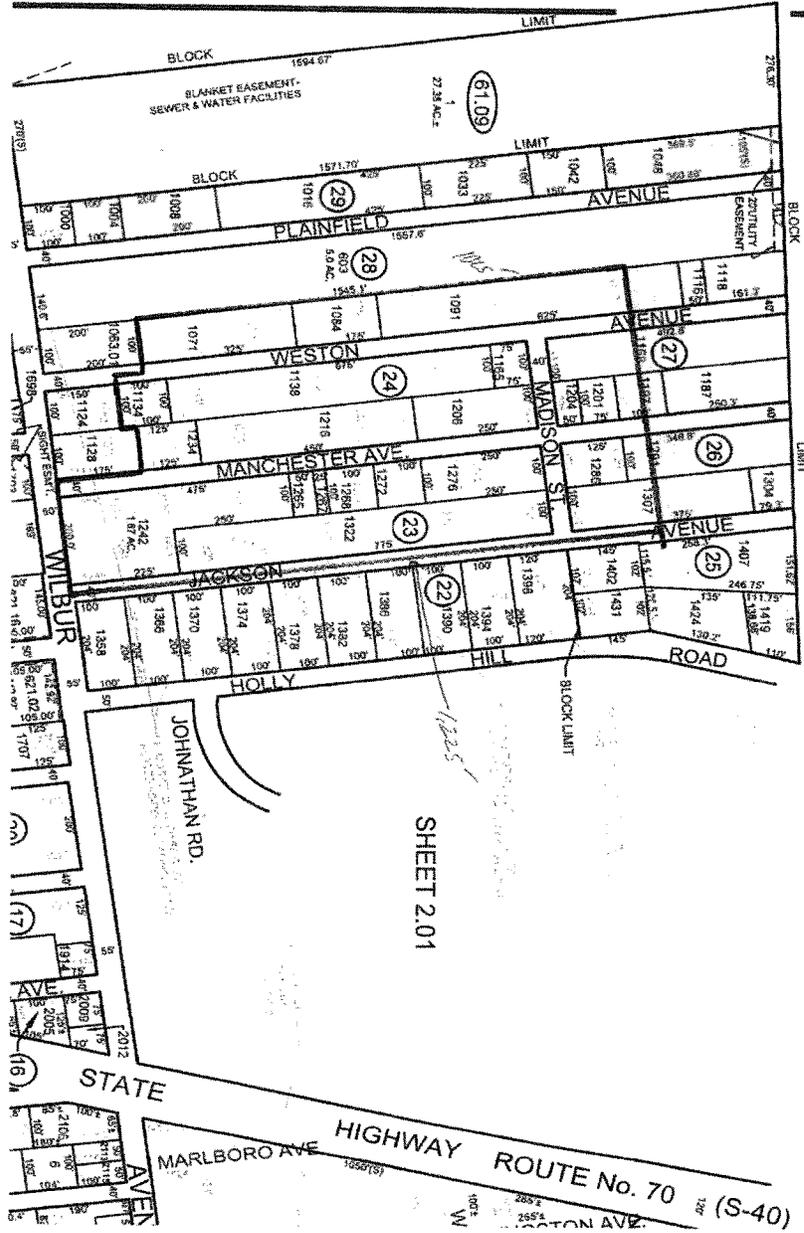
Schedule "B"

Lots to be transferred from Manchester Township to Manchester 4 LLC:

	BLOCK	LOT	ADDITIONAL LOT	OWNER_OWNER	PROPERTY_LOCATION
	23	1267		MANCHESTER TOWNSHIP	3188 MANCHESTER AVE
	23	1272	1273-1275	MANCHESTER TOWNSHIP	3206 MANCHESTER AVE
	23	1322	1323-1352	MANCHESTER TOWNSHIP	3179 JACKSON AVE
	24	1138	1139-1164	MANCHESTER TOWNSHIP	3178 WESTON AVE
	24	1206	1207-1215	MANCHESTER TOWNSHIP	3239 MANCHESTER AVE
	24	1216	1217-1233	MANCHESTER TOWNSHIP	3201 MANCHESTER AVE
p/o	26	1291	1292-1303	MANCHESTER TOWNSHIP	3262 MANCHESTER AVE
p/o	26	1307	1308-1321	MANCHESTER TOWNSHIP	3243 JACKSON AVE
p/o	27	1168	1169-1186	MANCHESTER TOWNSHIP	3242 WESTON AVE
p/o	27	1197	1198-1200	MANCHESTER TOWNSHIP	3261 MANCHESTER AVE
	27	1204	1205	MANCHESTER TOWNSHIP	3243 MANCHESTER AVE
	28	1071	1072-1083	MANCHESTER TOWNSHIP	3179 WESTON AVE
p/o	28	1091	1092-1115	MANCHESTER TOWNSHIP	3201 WESTON AVE

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Schedule "B-1"



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RIDER TO CONTRACT OF SALE between
MANCHESTER 4 LLC ("Buyer") from
THE TOWNSHIP OF MANCHESTER ("Seller")
Land Swap Contract

IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE PRINTED PORTION OF THE CONTRACT, ANY PRIOR RIDER/ADDENDUM, AND THE TERMS AND PROVISIONS OF THIS RIDER, THEN THIS RIDER SHALL GOVERN AND BE BINDING.

As to the Contract

1. The Contract is amended to confirm that in accordance with paragraph 13c of the LOI, any approvals are subject to a 1.5% payment in lieu of building affordable housing by the builder at the aforementioned site, which payment is due on a pro-rated basis upon issuance of a C/O for each unit/lot.
2. All other terms of the Contract shall remain in full force and effect.
3. Fax and/or e-mail signatures on this Rider shall be acceptable.

SIGNED AND AGREED TO BY:

Witness:

Dated:

THE TOWNSHIP OF MANCHESTER

By: _____

MANCHESTER 4 LLC

By: _____
Gary Vialonga, Manager

#26-152

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AWARDING AN ENGINEERING SERVICE AGREEMENT
UNDER THE TOWNSHIP'S CURRENT CONTRACT WITH REMINGTON AND
VERNICK ENGINEERS FOR ENGINEERING SERVICES FOR WELLS 1, 2, 3, 4
WATERMAIN EXTENSION, WELL REPLACEMENT, AND TREATMENT PLANT
PLANNING AND DESIGN SERVICES.**

WHEREAS, the Township of Manchester has previously entered into an agreement with Remington and Vernick for engineering services under received bids in accordance with N.J.S.A. 19:44A-20.4 et seq. for professional services; and,

WHEREAS, the amount of the contract to be awarded under this resolution is determined to be \$854,924 per NJDEP SAGE Grant Award SRFTAPD-2024-Manchest-00002 for Planning and Design under the NJIB Technical Assistance Program. The scope of services are for the Planning, Design and Permitting of a Watermain Extension, Replacement of Wells 1, 2, 3 and New Treatment Plant to treat the Township's public drinking well for emerging containments. The engineers service agreement includes services for the submission to New Jersey Infrastructure Bank (NJIB) for financing;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows;

1. That Remington and Vernick Engineering is authorized under the approved rates of the Township's existing engineering service contract.
2. The award is contingent on the Township receiving a NJDEP SAGE Grant for Planning and Design under the NJIB Technical Assistance Program.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Administrator;
 - B. Chief Financial Officer
 - C. Purchasing Agent
 - D. Remington and Vernick Engineering

CERTIFICATION

I, Teri Giercyk, Township Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

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RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE AMENDMENT AND EXECUTION OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF OCEAN FOR 2026

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8a-1 et seq. authorized the Township of Manchester to enter into a contract for the provision of certain governmental services with the County of Ocean; and,

WHEREAS, N.J.S.A. 40:8 requires such a contract to be authorized by resolution or ordinance; and,

WHEREAS, it is the desire of the governing body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C"; and,

WHEREAS, more specifically the Department of Public Works wishes to participate in the Truck Washing Services; and,

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Manchester, County of Ocean, and State of New Jersey as follows:

1. That the Mayor is hereby authorized to execute and the Municipal Clerk is authorized to attest to the amendatory agreement with the County of Ocean in accordance with the provisions of the law to include \$1,500.00 for the truck washing services, for a total sum not to exceed \$1,500.00.
2. This agreement is for the period of January 1, 2026 to December 31, 2026.
3. That a copy of this agreement referenced herein shall be kept on file and made available for public inspection in the Municipal Clerk's office during normal business hours.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE IMPLEMENTATION AND EXPENDITURES FOR AN AFFORDABILITY ASSISTANCE PROGRAM

WHEREAS, the Township of Manchester (“Township”) previously adopted a mandatory development fee ordinance that established standards for the collection, maintenance, and expenditure of development fees to be used for supporting and providing low- and moderate-income housing in the Township; and

WHEREAS, the Township Council has established an Affordable Housing Trust Fund; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act (“Amended FHA”); and

WHEREAS, the Township filed a timely Fourth Round Declaratory Judgment action (“DJ Action”) with the Affordable Housing Dispute Resolution Program (“Program”) under Docket No. OCN-L-285-25, along with its binding resolution, on January 28, 2025; and

WHEREAS, on March 27, 2025, the Program prepared an order fixing the Township’s obligation and authorizing the Township to proceed with preparing and adopting its Housing Element and Fair Share Plan (“HEFSP”) for the Fourth Round; and

WHEREAS, on June 18, 2025, the Township Planning Board adopted the HEFSP, which was endorsed by the Township Council by Resolution 2025-10 on June 18, 2025 and filed with the Program on June 19, 2025; and

WHEREAS, EETTSA, LLC and D.R. Horton, Inc. filed a challenge to the Township’s HEFSP on August 13, 2025 and Fair Share Housing Center (“FSHC”) filed a challenge on August 29, 2025; and

WHEREAS, on February 11, 2026, the Program filed a program settlement recommendation (“Recommendation”) to the Ocean County Mount Laurel Judge recounting that the Township has agreed to execute a mediation agreement with FSHC and a separate settlement agreement with FSHC, EETTSA, and DR Horton to resolve any issues from the challenges; and

WHEREAS, the Township Council has or will adopt an updated mandatory development fee ordinance; and

WHEREAS, the Amended FHA requires that a spending plan be provided for the use of Affordable Housing Trust Funds in furtherance of the provision of affordable housing in the Township; and

WHEREAS, the Amended FHA, N.J.S.A. 52:27D-329.2, mandates that municipalities must set aside a portion of their development fee trust fund for the purpose of providing affordability assistance; and

WHEREAS, the Township’s Affordable Housing Administrative Agent has or will prepare an Affordability Assistance Manual for the implementation of these programs.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Manchester, County of Ocean, State of New Jersey on this 9th day of March, 2026, that:

1. The Township of Manchester hereby adopts and approves the Affordability Assistance Manual which is on file and available for public inspection in the Municipal Clerks Office during regular business hours.

2. The Township Council hereby authorizes the Township Business Administrator and/or designee to execute any and all documents and agreements as called for to approve developers or applicants to the Affordability Assistance Program in accordance with the approved Affordability Assistance Manual.
3. The Township Council hereby authorizes the Township Business Administrator and/or designee to execute any and all necessary documents to allow for the disbursement of funds in accordance with the Spending Plan and the approved Affordability Assistance Manual.
4. The Township Council hereby directs the Township Business Administrator and/or designee to provide regular reporting to the Council on program disbursements.
5. This Resolution shall take effect immediately.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk. RMC/CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY
ADOPTING THE AFFIRMATIVE MARKING MANUAL PURSUANT TO FOURTH ROUND AFFORDABLE
HOUSING COMPLIANCE**

WHEREAS, the New Jersey Supreme Court and the New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”) and the New Jersey Fair Housing Act, i.e. N.J.S.A. 52:27D-301, et seq. that every municipality in New Jersey has an affirmative obligation to facilitate the provisions of affordable housing; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act (“Amended FHA”); and

WHEREAS, the Township of Manchester (“Township”) filed a timely Fourth Round Declaratory Judgment action (“DJ Action”) with the Affordable Housing Dispute Resolution Program (“Program”) under Docket No. OCN-L-285-25, along with its binding resolution, on January 28, 2025; and

WHEREAS, on March 27, 2025, the Program prepared an order fixing the Township’s obligation and authorizing the Township to proceed with preparing and adopting its Housing Element and Fair Share Plan (“HEFSP”) for the Fourth Round; and

WHEREAS, on June 18, 2025, the Township Planning Board adopted the HEFSP; and

WHEREAS, by Resolution 2025-10, the Township Council endorsed the HEFSP; and

WHEREAS, on June 19, 2025, the Township filed its HEFSP; and

WHEREAS, pursuant to the Amended FHA and the amended New Jersey Uniform Housing Affordability Controls, N.J.A.C. 5:80-26., et seq. (“UHAC”), the Township is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the HEFSP, are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 4, the Affordable Housing Region encompassing the Township.; and

WHEREAS, the Township must adopt and approve an Affirmative Marketing Manual to effectuate the HEFSP; and

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Manchester, County of Ocean, State of New Jersey on this 9th day of March 2026, that:

1. The Township of Manchester hereby adopts and approves the Affirmative Marketing Manual which is on file and available for public inspection in the Municipal Clerks Office during regular business hours.
2. A certified true copy of this Resolution shall be filed by the Municipal Clerk and filed with the Program to be received by the Special Adjudicator and FSHC.
3. This Resolution shall take effect immediately.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY RESOLUTION ADOPTING THE HOME IMPROVEMENT
PROGRAM POLICIES AND PROCEDURES MANUAL PURSUANT TO FOURTH
ROUND AFFORDABLE HOUSING COMPLIANCE**

WHEREAS, the New Jersey Supreme Court and the New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”) and the New Jersey Fair Housing Act, i.e. N.J.S.A. 52:27D-301, et seq. that every municipality in New Jersey has an affirmative obligation to facilitate the provisions of affordable housing; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act (“Amended FHA”); and

WHEREAS, the Township of Manchester (“Township”) filed a timely Fourth Round Declaratory Judgment action (“DJ Action”) with the Affordable Housing Dispute Resolution Program (“Program”) under Docket No. OCN-L-285-25, along with its binding resolution, on January 28, 2025; and

WHEREAS, on March 27, 2025, the Program prepared an order fixing the Township’s obligation and authorizing the Township to proceed with preparing and adopting its Housing Element and Fair Share Plan (“HEFSP”) for the Fourth Round; and

WHEREAS, on June 18, 2025, the Township Planning Board adopted the HEFSP, which was endorsed by the Township Council by Resolution 2025-10 on June 18, 2025 and filed with the Program on June 19, 2025; and

WHEREAS, the Township implemented a Home Improvement Program in 2015 to address rehabilitating housing owned or rented by low and moderate-income households; and

WHEREAS, the Township appointed Community Grants, Planning & Housing (“CGP&H”) to implement the Township’s Home Improvement Program and to act as the Township’s Administrative Agent; and

WHEREAS, CGP&H created a Home Improvement Program Policies and Procedures Manual (“Manual”) on December 29, 2015; and

WHEREAS, the Manual was updated on February 26, 2026 pursuant to the Amended FHA and the Uniform Housing Affordability Controls (“UHAC”), N.J.A.C. 5:80-26.1 et seq, as amended; and

WHEREAS, the Township wishes to adopt the updated Home Improvement Program Policies and Procedures Manual, prepared by Community Grants, Planning & Housing (“CGPH”) created December 19, 2015 and updated February 26, 2026.

DRAFT

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey on this 9th day of March, 2026, that:

The Township of Manchester hereby adopts and approves the Home Improvement Program Policies and Procedures Manual, prepared by CGPH, created December 19, 2015 and updated February 26, 2026 which is on file and available for public inspection in the Municipal Clerks Office during regular business hours.

1. A certified true copy of this Resolution shall be filed by the Municipal Clerk and filed with the Program to be received by the Special Adjudicator and FSHC.
2. This Resolution shall take effect immediately.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk. RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY RESOLUTION ADOPTING THE SPENDING PLAN PURSUANT TO FOURTH ROUND AFFORDABLE HOUSING COMPLIANCE

WHEREAS, the New Jersey Supreme Court and the New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”) and the New Jersey Fair Housing Act, i.e. N.J.S.A. 52:27D-301, et seq. that every municipality in New Jersey has an affirmative obligation to facilitate the provisions of affordable housing; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act (“Amended FHA”); and

WHEREAS, the Township of Manchester (“Township”) filed a timely Fourth Round Declaratory Judgment action (“DJ Action”) with the Affordable Housing Dispute Resolution Program (“Program”) under Docket No. OCN-L-285-25, along with its binding resolution, on January 28, 2025; and

WHEREAS, on March 27, 2025, the Program prepared an order fixing the Township’s obligation and authorizing the Township to proceed with preparing and adopting its Housing Element and Fair Share Plan (“HEFSP”) for the Fourth Round; and

WHEREAS, on June 18, 2025, the Township Planning Board approved the HEFSP; and

WHEREAS, on June 18, 2025, the Township Council endorsed the HEFSP; and

WHEREAS, on June 19, 2025, the Township filed its HEFSP; and

WHEREAS, the Amended FHA requires that a spending plan be provided for the use of Affordable Housing Trust Funds in furtherance of the provision of affordable housing in the Township; and

WHEREAS, the Township now must adopt and approve the proposed Spending Plan.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey on this 9th day of March, 2026, that:

1. The Township of Manchester hereby adopts and approves the Spending Plan which is on file and available for public inspection in the Municipal Clerks Office during regular business hours.
2. A certified true copy of this Resolution shall be filed by the Municipal Clerk and filed with the Program to be received by the Special Adjudicator and FSHC.
3. This Resolution shall take effect immediately.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF INTENT TO ADOPT AFFORDABLE HOUSING ENABLING ORDINANCES AND RESOLUTIONS FOR THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (“Amended FHA”); and

WHEREAS, pursuant to the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24 (“Directive 14-24”), the Township of Manchester (“Township”) Council adopted Resolution #25-80, accepting the DCA-calculated Present Need and Prospective Need, on January 27, 2025, establishing its Fourth Round Present Need of one hundred and fifty-four (154) units and Prospective Need of four hundred and twelve (412) units; and

WHEREAS, the Township filed a timely Fourth Round Declaratory Judgment action (“DJ Action”) with the Affordable Housing Dispute Resolution Program (“Program”), along with its binding resolution, on January 28, 2025; and

WHEREAS, the filing of the DJ Action gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Township’s Fourth Round obligations on March 1, 2025; and

WHEREAS, on March 27, 2025, the court prepared an order fixing the Township’s obligation and authorizing the Township to proceed with preparing and adopting its Housing Element and Fair Share Plan (“HEFSP”) for the Fourth Round; and

WHEREAS, the HEFSP was filed on June 19, 2025;

WHEREAS, EETSA, LLC and D.R. Horton, Inc. filed a challenge to the HEFSP on August 13, 2025 and Fair Share Housing Center (“FSHC”) filed a challenge on August 29, 2025; and

WHEREAS, on February 11, 2026, the Program filed a program settlement recommendation (“Recommendation”) to the Ocean County Mount Laurel Judge recounting that the Township has agreed to execute a mediation agreement with FSHC and a separate settlement agreement with FSHC, EETSA, and DR Horton to resolve any issues from the challenges; and

WHEREAS, pursuant to the Amended FHA, the Township must adopt ordinances and resolutions to effectuate the HEFSP by the statutory deadline of March 15, 2026; and

WHEREAS, as a result of the unexecuted agreements with FSHC, EETSA, and DR Horton and the necessity to amend the HEFSP, the Township was delayed in adopting the enabling ordinances and resolutions; and

WHEREAS, the Township intends to introduce the enabling ordinances and resolutions on March 9, 2026 with a second reading on or before April 13, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Manchester, County of Ocean, State of New Jersey, on this 9th day of March 2026, that:

1. The Township Council hereby declares its intention to adopt enabling ordinances and resolutions to effectuate its Amended HEFSP.
2. The Mayor, Business Administrator, and Township Clerk, together with all other officers, professionals and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.
3. This Resolution shall take effect immediately.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
IN ACCORDANCE WITH SECTION 2 OF THE OPEN
PUBLIC MEETINGS ACT, CHAPTER 231, PUBLIC LAWS OF 1975**

DRAFT

WHEREAS, Section 2 of the Open Public Meetings Act, Chapter 231, Public Laws of 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey as follows:

1. The public shall be excluded from discussion of and actions upon following specified subject matter(s)
2. The general nature of the subject matter to be discussed is as follows:
 - a. Contract Negotiations
3. It is anticipated at this time that the above stated subject matter(s) will be made public within sixty (60) days
or
4. At such time the need for confidentiality no longer exists.
5. This resolution shall become effective immediately.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting on the 9th day of March 2026.

Teri Giercyk, RMC/CMC
Municipal Clerk