

PROPERTY AND RELOCATION

PROCEDURES MANUAL

DIVISION OF RIGHT OF WAY

BUREAU OF PROPERTY AND RELOCATION

NEW JERSEY DEPARTMENT OF TRANSPORTATION

REVISED BY

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BUREAU OF PROPERTY AND RELOCATION

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SECTION I

INTRODUCTION AND BACKGROUND

PURPOSE

The purpose of this manual is to describe the Right of Way organization and the procedures by which Relocation Assistance and Property Management activities shall be accomplished so as to comply with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as well as Chapter 50, NJ Public Laws of 1989.

NEW FEDERAL DOT RULES AND REGULATIONS

The regulations implementing the Federal Uniform Act Amendments became effective March 2, 1989. New Jersey's Relocation Statute was amended effective March 14, 1989.

SECTION II

ORGANIZATIONAL REQUIREMENTS PROCEDURES AND RESPONSIBILITIES

RESPONSIBILITY (Bureau)

The Headquarters Bureau of Property and Relocation shall consist of the Bureau Manager, two North-South Area Assistants (Supervisor of Right of Way I, Transportation), one or more Principal Right of Way Negotiators for each area and supporting technical and clerical staff.

The Bureau of Property and Relocation has the responsibility to implement the provisions of Chapter 50, Laws of 1989 and the attendant regulations, contained in N.J.A.C. 16:6-1.1 et seq.

DISTRICT ORGANIZATION

To provide for a decentralized operation capable of local liaison, concurrent with Statewide uniformity of operation. There shall normally be assigned to each of the Right of Way Districts, one full time "District Property and Relocation Officer" .

Each District Property and Relocation Officer shall be assisted by one or more "Assistant Property and Relocation Officers", and one or more Property and Relocation Officers. Each District Property and Relocation team shall be provided with adequate office space and facilities, stenographic aid and such other personnel as may be required.

RESPONSIBILITY (District)

Under the general supervision of the Right of Way Division Deputy Director and the staff supervision of the Property and Relocation Bureau Manager, the District Supervisor in each District Office has the responsibility to carry out all Property and Relocation activities and to cooperate fully with the Property and Relocation Bureau Headquarters Office.

CORRESPONDENCE AND RECORDS

Correspondence and records shall be prepared and processed in accordance with standard Right of Way Division format and requirements.

EFFECTIVE DATE

The provisions of the revised Federal and State regulations as defined in this manual shall be implemented prior to requiring the relocation of any occupants on Federal and State projects, as of April 2, 1989.

ELIGIBILITY DATE

All persons, families, businesses, farms and non-profit organizations in occupancy as of April 2, 1989, are eligible for the payments, and services provided by the amended State regulations and no occupant shall be required to relocate on behalf of the State unless they have been offered the expanded payments and services.

All displaced persons shall be tendered payments and provided with services for which they may be eligible, in accordance with the procedures and requirements presented in this manual.

OCCUPANTS ON CURRENT PROJECTS

Occupants on current projects who have not yet relocated as of April 2, 1989, shall have their cases reviewed on an individual basis and as soon as possible thereafter shall be notified as to their eligibility for any payments or services supplemental to those previously tendered or received to which they now appear entitled. The application of the new procedures shall not result in a decrease in benefits previously tendered.

Specifically, no construction projects may be certified as to right of way availability unless, previous to being required to relocate on behalf of the State, those eligibles in occupancy as of the effective date have first been tendered the expanded services and payments.

COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION REGULATIONS

If at any time there is a conflict between DOT regulations and the Federal regulations, the intent is that the Federal Department of Transportation regulations shall prevail.

SECTION III
DEFINITIONS

The following definitions are to be used in conjunction with this manual.

PERSON The term "person" means any individual, partnership, corporation or association.

DISPLACED PERSON

"Displaced Person" means any person who on or after the effective date of the amended Relocation Act, moves from real property or moves his personal property from real property as a result of the acquisition of such real property, in whole or in part, or as the result of the written order of the Department of Transportation to vacate real property, for a program or project undertaken by the Department; or as a result of the written order of the Department to vacate other real property on which such person conducts a business or farm operation, for such program or project.

The term "displaced person" does not mean a person who has been determined, according to criteria established by the Commissioner, to be either in unlawful occupancy of the displacement property or to have occupied the property for the purpose of obtaining assistance ; or in any case in which the Department acquires property for a program or project, any person, other than a person who was an occupant of the property at the time it was acquired, who occupies the property on a rental basis for a short term or a period subject to termination when the property is needed for the program or project.

OWNER The term "owner" means a person who owns legally or equitably a fee title, a life estate, a 99 year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or is the contract purchaser of any such estates or interests; an interest in a cooperative housing project which includes the right to occupy a dwelling; or any other interest, including a partial interest, which in the judgment of the Bureau Manager warrants consideration as ownership.

BUSINESS OCCUPANT

As relates to business occupants, the term "business" means any lawful activity, except a farm operation, conducted primarily:

1. for the purchase, sale, lease and rental of personal and real property, and for the manufacture, processing or marketing of products, commodities or any other personal property,
2. for the sale of services to the public,
3. by a non-profit organization,
4. solely for the purpose of moving and related expenses as hereafter described for assisting in the purchase, sale, resale, manufacture, processing, or marketing of products, commodities, personal property, or services by the erection and maintenance of an outdoor advertising display or displays, whether or not such display or displays are located on the premises on which any of the above activities are conducted.

NON-PROFIT ORGANIZATION

The term "non-profit organization" means an organization that is incorporated as a non-profit organization under the laws of New Jersey or other State jurisdiction, and is exempt from payment of Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C.501).

FARM OPERATION

The term "farm operation" means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

MORTGAGE

The term "mortgage" means such classes of liens as are commonly given to secure the unpaid purchase price of real property under the laws of the State.

INITIATION OF NEGOTIATIONS

The term "initiation of negotiations" for a parcel means the delivery of the initial written offer of just compensation, by the Department to the owner or the owner's representative to purchase the real property.

COMPARABLE REPLACEMENT DWELLING

The term "comparable replacement dwelling" means a dwelling which the Department determines to be:

1. Decent, safe and sanitary.
2. Functionally equivalent to the displacement dwelling. The term "functionally equivalent" means that it performs the same function, provides the same utility, and is capable of contributing to a comparable style of living. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principle features must be present.
3. Adequate in size to accommodate the occupants.
4. In an area not subject to unreasonable adverse environmental conditions.
5. In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment.
6. On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools or greenhouses.
7. Currently available on the market to the displaced person. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance.

8. Within the financial means of the displaced person:
 - a. A replacement dwelling purchased by a homeowner in occupancy at the displacement dwelling for at least 180 days prior to initiation of negotiations (180 day homeowner) is considered to be within the homeowner's financial means if the homeowner will receive the full price differential, all increased mortgage interest costs, and all incidental expenses, plus any additional amount required to be paid under replacement housing of last resort.
 - b. A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance, the person's monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling.
 - c. For a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length of occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if the Department pays that portion of the monthly housing costs of a replacement dwelling which exceeds 30 percent of such person's gross monthly household income or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of the amounts designated for shelter and utilities. Such rental assistance must be paid under replacement housing of last resort.

PUBLIC INFORMATION AND ANNOUNCEMENTS

To assure that the public has adequate advance and continuing knowledge of the relocation program, the Department shall present information and provide opportunity for discussion of relocation services at public hearings and provide copies of the relocation brochure.

CORRIDOR AND/OR DESIGN PUBLIC HEARINGS/INFORMATION CENTERS

(Procedure and Responsibility)

So as to assure professionally competent and knowledgeable presentations, the Right of Way Division shall generally undertake the responsibility for the presentations pertaining to relocation assistance.

The Office of Community Involvement shall notify the Right of Way Property and Relocation Bureau Manager in advance as to the time and place of such hearings and information centers. The Bureau Manager will arrange to have a qualified designee present to provide the relocation information.

The presentation shall include, but not necessarily be limited to, at least the following:

1. The availability of relocation assistance and services, eligibility requirements and payment procedures.
2. The estimated number of individuals, families, businesses, farm and non-profit organizations that are to be relocated by each of the alternatives under consideration at the hearing.
3. The studies that have been or will be made and the methods that will be followed to assure that housing needs of the relocatees will be met.

Copies of the relocation brochure and other literature, as applicable, shall be distributed at the hearings and/or information centers.

RELOCATION BROCHURE

The Manager of the Bureau of Property and Relocation shall have the responsibility to update and make available the public information relocation brochure "Your Rights and Benefits If You Must Move". The brochure shall adequately describe the relocation program. It will be distributed without cost at all public hearings and to all other individuals and organizations as appropriate. The brochure shall state where copies of any State regulations implementing the relocation assistance program can be obtained.

In order to give proper information and assistance to relocatees, every effort should be made to communicate with them in their language. Where a language other than English is predominant, consideration can be given to publishing the brochure in such language.

SECTION IV
RELOCATION PLANNING AND ADVISORY SERVICES

RELOCATION PLANNING

Recognizing the early problem identification and resolution are desirable to avoid delays in project advancement, the Department will develop data that will document that the displacements will not exceed the available housing resources.

During the early stages of development, programs or projects shall be planned in such a manner that the problems associated with the displacement of individuals, families, businesses, farms and non-profit organizations are recognized and solutions are developed to minimize the adverse impacts of displacement.

Such planning, where appropriate, shall precede any action by the Department which will cause displacement, and should be scoped to the complexity and nature of the anticipated displacing activity including an evaluation of program resources available to carry out timely and orderly relocations. Planning may involve a relocation survey or study which may include the following:

1. An estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts on minorities, the elderly, large families and the handicapped.
2. An estimate of the number of comparable replacement dwellings in the area, including price ranges and rental rates, that are expected to be available to fulfill the needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, housing of last resort actions should be considered.

3. An estimate of the number, type and size of the businesses, farms and non-profit organizations to be displaced and the approximate number of employees that may be affected.
4. Consideration of any special relocation advisory services that may be necessary from the Department and/or other cooperating agencies.
5. The methods and procedures by which the needs of every individual to be displaced will be evaluated and correlated with available decent, safe and sanitary housing at reasonable rents or prices and readily accessible to his her her place of employment.
6. The methods and procedures utilized to ensure that an inventory of currently available comparable housing which is decent, safe and sanitary is provided.
7. Proposed solutions to the various relocation problems disclosed by the survey.
8. Concurrent displacement by other Federal, State and community programs affecting the availability of housing in the project area.
9. Lead time required to carry out a timely, orderly and humane relocation program.

RELOCATION COST ESTIMATES

Generally, the Bureau of Property and Relocation will accomplish the estimates through use of the various District Property and Relocation Officers familiar with projects in their assigned region. Such estimates shall not involve contracts with occupants and should be made concurrently and in concert with the District personnel responsible for the real estate parcel cost estimates.

RESPONSIBILITY

The Manager of the Bureau of Property and Relocation is responsible, in coordination with the District Supervisor in whose area a project is located, for the development of a relocation plan in a level of detail commensurate with the complexity of the project.

DEVELOPMENT OF RELOCATION AND SUPPORT DATA

(Site Occupancy Surveys)

The first step in the development of a workable relocation program is to secure, through field site surveys, the necessary data so as to determine the number and needs of the persons, families, businesses and non-profit organizations being displaced. Site surveys shall be secured by personal contact wherever possible. The data generated may include the following:

a. Persons and Families

number of persons in household, including unrelated roomers;

health of persons in family (major disabilities, confinement to bed, serious chronic illness);

age of persons in family;

income of persons in family (if available) indicating source (wages, social security payments, pensions, public assistance);

employment status and place of employment of each person in family;

means of transportation to employment.

b. Business Concerns

nature of business;

income as reported for Federal tax purposes (if available);

number of employees;

tenancy in present quarters;

geographic relation to market;

geographic relation to suppliers'

nature of ownership (single owner, partnership or corporation);

special requirements: (rail sidings, loading docks)

c. Non-Profit Organization

nature of non-profit activities;

assets and income as reported for Federal tax purposes (if available);

tenancy in present quarters;

number of employees;

geographic relation to client group served.

d. Farm Operations

nature of farm operation;

income as reported for Federal tax purposes (if available);

number of employees;

tenancy in present quarters;

geographic relation to market;

geographic relation to suppliers;

nature of ownership (single owner, partnership or corporation).

Occupancy data is then matched against the supply of present and future projected housing as well as ability of supporting services and agencies to assist with special problems. An effective and realistic plan can then be developed to carry out a timely, orderly and humane relocation program.

By way of example, should the project be located in a stable suburban area and the occupancy survey indicate that the project involves only a minimal number of occupied properties, that the owners' incomes are above average, and that 100 similar homes are currently available on the market, there would appear to be a relatively simple relocation problem.

Conversely, should the occupancy survey indicate that the project is in an older, urban area, affecting 100 residential tenant occupants, with relatively low income necessitating publicly assisted housing; whereas the supply of rental housing is inadequate, significant time would be required to develop a realistic relocation plan.

INDIVIDUAL SITE OCCUPANCY FORMS

To facilitate the development of site occupancy surveys, the Residential Site Survey Form RE91A (Supplement No. 1) and Business Site Survey Form RE91B (Supplement No. 2) shall be utilized.

The data gathered on these forms during the site occupancy survey not only will enable the Department to measure the replacement needs against indicated available resources, but later, on the basis of personal contacts with the family or business, will enable the Department and relocatee to develop a personalized relocation plan specially designed to best fit the indicated needs, circumstances and preferences of the displaced family or business.

Occupancy Survey Requirements and Procedure

Immediately upon assignment of a parcel or project, a personal occupancy interview and report will be made for each improved property. If the property is not occupied, the report shall so indicate.

The appropriate District Supervisor through the assigned District Relocation personnel is responsible to accomplish the occupancy surveys and relocation plan.

DEPARTMENT OF LABOR MINE SAFETY ACT PROVISIONS

Safety precautions concerning mines, sand pits, quarries, gravel pits, and shale pits are governed by the provisions of the Mine Safety Act, NJSA 34:6-98.1 et seq. The intention of this Act is to ensure that owners of mines, pits or quarries provide for reasonable and adequate protection to the lives, health and safety of the general public. The Commissioner of the Department of Labor is charged with the responsibility for the enforcement of this Act.

(Property Bureau Procedure)

1. As a part of its site survey activities, the District Property and Relocation Supervisor shall identify whether an operating or abandoned mine, pit or quarry is located on any parcel to be acquired.

2. The District Property and Relocation Supervisor shall notify, in writing, the Acquisition, Appraisal and Title Bureaus of the existence of any such mine, pit or quarry.
3. Prior to acceptance of possession of a property involving either an active or an abandoned mine, pit or quarry, the Property and Relocation Bureau Manager shall arrange to accomplish whatever other steps are judged necessary to assure compliance with the Act.

DISTRIBUTION OF OCCUPANCY SURVEY REPORTS

Completed site survey forms shall be distributed as follows:

1. original to District Property and Relocation Officer;
2. duplicate to District case file folder (for later use of Property and Relocation Officer assigned to individual case).
3. triplicate to Headquarters Office, Property and Relocation Bureau, Trenton.

Concurrently, the names by family or commercial unit of each occupancy will also be indicated on the Project Property and Relocation Officer's status record form and the appropriate log books.

MASTER STATUS RECORD AND CONTROLS (Master Log Books Records)

Records of relocation payments and status of improvements shall be maintained on the following forms or alternatively on an appropriate computer spread sheet:

1. Form RE-98 Status of Improvements (Supplement No. 3)
2. Form RE-88b Relocation Service Status (Supplement No. 4)

These log books shall be maintained by the supervising Property and Relocation Officer of each district. Similar matching master log books, one for each District, shall be maintained in the offices of the respective North South Area Supervisor assigned to the headquarters Office of the Bureau of Property and Relocation.

These master log books shall be automatically kept current as to the assignment of new parcels, and revisions or deletion of old parcels, through inclusion of the Property and Relocation Bureau Headquarters and District staffs in such distributions.

Whenever a project is programmed and assigned to a District Office, copies of the assignment shall be furnished to the Property and Relocation Bureau at Headquarters and District levels.

These transmittals serve as an alert to Property and Relocation personnel that a project has been programmed and of the need to establish master improvement and occupancy inventory and to plan the necessary functions.

PROPERTY INVENTORY CONTROL

On receiving the project transmittal memorandum, the District Property and Relocation Supervisor will examine the right of way plans and then make a personal field inspection. He shall cause a master improvement inventory, in duplicate, to be made in the log books:

- a. Route, Right of Way and Construction Section and Federal project number, if applicable.
- b. All parcel numbers and the owner's name and date of transmittal to the District.
- c. All improved parcels and the number and type of all buildings and appurtenances located on each improved parcel; the owner's name and date the parcel was transmitted to the District.
- d. Proposed construction advertising target date (if known).

Upon completion of the on site inspection and the resulting master log book page entries, the duplicate copy shall be forwarded to the Property and Relocation Headquarters Office, thereby establishing a Headquarters Office control by means of the matching log entries of all improvements and parcels which will ultimately be the subject of Property management and Relocation assistance functions.

PROJECT OCCUPANCY COLLATION AND ANALYSIS

When the occupancy reports have been completed, they shall be collated and totalled by category, needs, preferences and problems, thereby indicating the relocation and housing resources that will be required.

DEFINING THE REPLACEMENT NEEDS

The replacement needs are to be obtained from the information developed in the site occupancy surveys and presented both in total for the project as well as in relation to the specific occupancy requirements, such as

1. publicly assisted low cost housing,
2. special senior citizens housing, publicly assisted and non-publicly assisted,
3. private rental housing,
4. private sales housing,
5. businesses,
6. farms,
7. non-profit organizations,
8. special categories.

SPECIAL NEEDS OR PROBLEMS

Occasionally, families or individuals may be found whose age and/or health may be such as to indicate other than normal relocation housing, such as nursing or rest homes, etc. or, the individuals themselves may be planning to combine families with those of married children.

Any such special situations should be contained as part of the needs survey so that these special needs can be handled through special attention or through referral to supporting agencies.

LINGUISTIC ASSISTANCE

The Manager of the Right of Way Division Bureau of Property and Relocation shall maintain a linguistic pool of employees conversant in various languages.

To provide similar assistance, both for owners and tenant occupants during relocation procedures, the Property and Relocation Bureau Manager shall arrange to coordinate with the Right of Way Division District Supervisors, securing updated lists of the linguistic pool members and transmitting these lists to the various District Property and Relocation Officers so that when translators are required to assist relocatees, this resource will be available. Private linguistic resources may be developed on a project basis as necessary and contracts may be arranged for employment of such services subject to formal written agreements.

RELOCATION SURVEY SUMMARY

When the overall project needs developed by the survey have been analyzed and classified, they should be summarized as to:

1. number of private sales housing units needed;
2. number of private rental housing units needed;
3. number of publicly assisted low rent housing units needed;
4. other special housing needs; and
5. business, non-profit or farm units needed.

ESTIMATING AND DEVELOPING HOUSING RESOURCES

The available housing inventory may be developed as follows:

Standard Private Sales and Rental Housing

Standard sales and rental housing available on the market for any given year can be estimated by combining expected new construction coming on the market with projections of previous turnover and/or listings actually on the market

Publicly Assisted Housing

HUD, local housing agencies and/or groups developing low cost rental housing can furnish the average annual turnover and the number of units under, or contemplated for, construction. Another source of low rent housing are units which become available through rehabilitation of existing housing.

Projections of available low cost housing which such agencies can furnish must take into consideration the concurrent needs resulting from other public projects also necessitating displacements.

REPLACEMENT HOUSING OF LAST RESORT

Last resort housing may be provided when:

1. comparable replacement housing is not available for the displaced person, or
2. comparable replacement housing is available for the displaced person but:
 - a. the computed replacement housing payment exceeds the \$22,500 limitation, or
 - b. the computed rent supplement exceeds the \$5,250 limitation.

In the computation of the owner replacement housing supplement, the owner is eligible for increased interest costs, closing costs, and a replacement housing payment. When the sum of these items is estimated to exceed \$22,500, last resort housing provisions are applicable. Any decision to provide last resort housing assistance must be adequately justified either:

1. On a case by case basis, for good cause, which means that appropriate consideration has been given to:
 - a. The availability of comparable replacement housing in the program or project area; and
 - b. The resources available to provide comparable replacement housing; and
 - c. The individual circumstances of the displaced person; or
2. By a determination that:

- a. There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole; and
- b. A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and
- c. The method selected for providing last resort housing assistance is cost effective, considering all elements which contribute to total program or project costs.

LAST RESORT HOUSING METHODS

The methods of providing last resort housing include, but are not limited to:

1. A replacement housing payment in excess of \$5,250 for tenants and \$22,500 for owners.
2. Rehabilitation of and/or additions to an existing replacement dwelling.
3. The construction of a new replacement dwelling.
4. The provision of a direct loan, which requires regular amortization or deferred repayment. The loan may be unsecured or secured by the real property. The loan may bear interest or be interest free.
5. The relocation and, if necessary, rehabilitation of a replacement dwelling.
6. The purchase of land and/or a replacement dwelling by the Department and subsequent sale or lease to, or exchange with, a displaced person.
7. The removal of barriers to the handicapped.
8. The change in status of the displaced person with his or her concurrence, from tenant to homeowner, when it is more cost effective to do so, as in cases where a downpayment may be less expensive than a last resort housing rental assistance payment.

FEDERAL COST ELIGIBILITY

The appropriate Federal pro-rata share of funds will be reimbursable to the State in the amount of the actual reasonable cost incurred by the State in providing last resort housing.

Generally, such costs include but are not limited to the acquisition price of land and/or dwellings and costs incidental thereto; moving of houses; site development; architect and engineer fee; landscaping; rehabilitation of existing housing; construction of new housing; legal fees and expenses; other expenditures necessary to produce dwelling units which are compatible with other dwellings in the neighborhood in which they are constructed and acceptable to the general real estate market; and any direct costs of providing last resort housing incurred by a State highway agency, political subdivision, local public agency, or housing advisory committee.

MATCHING NEEDS TO AVAILABLE HOUSING

When the housing resources estimates have been developed by category, they should be summarized and totaled so that they can be matched with the estimated needs as developed in the site occupancy survey.

Charts in varying degrees of detail, dependent on the project, may or may not be of advantage in matching the estimated needs to the estimates of available resources so as to develop a workable relocation plan.

SAMPLE
RELOCATION HOUSING SUMMARY AND LEAD TIME ANALYSIS

<u>Housing Category</u>	<u>Required No. of bedrooms</u>	<u>No Units Required</u>	<u>Housing Units Available Annually</u>	<u>Required Lead Time In Years</u>
Sales Housing	1	0	5	1
	2	2	50	1
	3	20	200	1
	4	2	50	1
	5	1	5	1
Private Rental Housing	1	10	30	1
	2	50	200	1
	3	25	100	1
	4	0	25	1
	5	0	20	1
Publicly Assisted Low Cost Housing	1	20	10	2
	2	40	20	2
	3	10	5	2
	4	2	5	1
	5	10	5	2
Senior Citizens Public Housing	1	25	15	2
	2	0	0	0
	3	0	0	0
	4	0	0	0
	5	0	0	0
		217	825	

ESTIMATING THE LEAD TIME NECESSARY
FOR AN ORDERLY HUMANE RELOCATION PROGRAM

While from these figures it initially appears as if adequate housing for most displacees will be available in one year or less, careful analysis and study of the survey summary clearly indicates that to properly match the available housing supply to the needs and preferences of the concerned families, there will be required a minimum Right of Way lead time provision of 2 years unless additional resources are developed for the low cost and senior citizen housing categories.

BUSINESS RELOCATION NEEDS AND LEAD TIME ESTIMATES

The site occupancy reports of businesses, non-profit organizations and farms shall likewise be collated and summarized during the planning stage so as to enable the Department to estimate the non residential relocation needs and to consider the lead time factors and any other problems encountered by reason of the business displacements.

An analysis of the commercial sales and rental market will prove effective in the planning stage in estimating the time required for business moves and the probable availability of adequate replacement sites.

PLANNING FOR USE OF SUPPORTING AGENCIES, GROUPS AND SERVICES

Special needs of specific relocatees as developed by the occupancy survey may indicate the need to secure the cooperation, support and services of these other community agencies as an integral part of the relocation operation. These sources must be developed and included as a part of the relocation plan.

HOUSING AGENCIES OR SOURCES

Among the agencies and organizations to be considered in providing relocation housing are the following:

1. Urban Renewal/Redevelopment/Public Housing Agencies
2. Chambers of Commerce
3. Veterans Administration
4. Individual Real Estate Brokers
5. Non Profit Housing Groups
6. Property Management Groups
7. Real Estate Boards and Multiple Listing Services
8. Farmers and Small Business Administration

From these and similar agencies and organizations, there will normally develop a varied source of potential replacement housing and business sites.

NOTE

At no time shall relocation personnel refer anyone to persons, brokers or builders on an individual basis without first making known to the relocatees all other listings. The purpose of such a requirement is to avoid any accusation of favoritism.

Any owner asking to have a property listed shall furnish a written statement (Anti-Discrimination Certification (Supplement No. 20) that the owner will abide by all fair and open housing concepts and that he will not discriminate against any individual or family for racial, religious, ethnic or similar reasons.

OTHER SUPPORTIVE GROUPS

1. Public Welfare Agencies
2. Division of Employment Security
3. Child Guardianship Agencies
4. Health Departments, Mental Health and Visiting Nurse Services
5. Neighborhood Centers, Groups and Churches
6. State Department of Community Affairs
 - a. Bureau of Housing Inspections
 - b. Bureau of Housing Services

PLANNING FOR LOCAL SITE OFFICE

A local site office will be established which is reasonably convenient to public transportation or within walking distance of each project where it is determined that the volume of work or the needs of the displaced persons are such as to justify an office. The Property and Relocation Bureau Manager shall make the determination as to necessity for the office.

Such determination shall be made during the planning stage so as to have the office open prior to or concurrent with the initiation of negotiations.

Local on site relocation offices shall be open during hours convenient to the persons to be displaced, including at least one and preferably more evenings per week, if necessary. The District Office handling the project shall maintain and provide at a minimum:

1. Current lists of replacement dwellings drawn from various sources, suitable in price, size and condition for displaced persons.
2. Multiple listing services, where available.
3. Current data for such costs as security deposits, closing costs, typical down payments, and interest rates and terms.
4. Maps showing the location of schools, parks, playgrounds, shopping and public transportation routes in the area.
5. Current lists of commercial properties and locations for displaced businesses.

PLANNING FOR CONTRACTUAL ASSISTANCE

When deemed in the public interest, contracts may be entered into with other Federal, state, County or Local Government Agencies to perform any or all of the relocation functions.

During the planning stage, a decision shall be made by the Bureau Manager as to whether any of the relocation services shall be accomplished by other government agencies. Contract arrangements shall be completed prior to the initiation of negotiations.

SECTION V

RELOCATION ADVISORY SERVICES

GENERAL REQUIREMENTS

1. GENERAL

The Bureau of Property and Relocation shall carry out a relocation advisory assistance program which satisfies Federal and State requirements and offers the services described in paragraph 2 of this section. If the Bureau of Property and Relocation determines that a person occupying property adjacent to the real property acquired for the project is caused substantial economic injury because of such acquisition, it may offer advisory services to such person.

2. SERVICES TO BE PROVIDED

The advisory program shall include such services as may be necessary in order to:

- A. Determine the relocation needs and preferences of each person to be displaced and to explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. This shall include a personal interview with each person.
- B. Provide current and continuing information on the availability, purchase prices, and rental costs of comparable replacement dwellings.

- a) As soon as practicable, the Bureau of Property and Relocation shall inform the person, in writing, of the specific comparable replacement dwelling and the price or rent used for establishing the upper limit of the replacement housing payment and the basis for the determination, so that the person is aware of the maximum replacement housing payment for which he or she may qualify. During the initial personal contact, the relocation officer shall secure the necessary documentation from the owner occupant to enable the Headquarters, Bureau of Property and Relocation to compute a preliminary mortgage interest rate differential payment, which shall be tendered to the owner occupant concurrent with the owner's housing supplement.
 - b) Where practicable, housing shall be inspected prior to being made available to assure that it meets applicable standards. If such an inspection is not made, the person to be displaced shall be notified that a replacement housing payment may not be made unless the replacement dwelling is inspected and determined to be decent, safe and sanitary.
 - c) Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe and sanitary replacement dwellings not located in an area of minority concentration and that are within their financial means. This policy, however, does not require the Department of Transportation to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.
 - d) All persons, especially the elderly and handicapped, shall be offered transportation to inspect housing to which they are referred.
- C. Provide current and continuing information on the availability, purchase prices, and rental costs of suitable commercial, non-profit and farm properties and locations. Assist any person displaced from a business, or farm operation to obtain and become established in a suitable replacement location.
 - D. Minimize hardships to persons in adjusting to relocation by providing counseling, advice as to other sources of assistance that may be available, and such other help as may be appropriate.

- E. Supply persons to be displaced with appropriate information concerning Federal and State housing programs, disaster loan and other programs administered by the Small Business Administration and other Federal and State programs offering assistance to displaced persons, and technical help to persons applying for such assistance.
- F. Any person who occupies property acquired by the Department of Transportation, when such occupancy began subsequent to the acquisition of the property, and the occupancy is permitted by a short term rental agreement or an agreement subject to termination when the property is needed for a program or project, shall be eligible for advisory services, as determined by the Bureau Manager.

3. COORDINATION OF RELOCATION ACTIVITIES

Relocation activities shall be coordinated with project work and other displacement causing activities to ensure that to the extent feasible, persons displaced receive consistent treatment and the duplication of functions is minimized.

GENERAL INFORMATION NOTICES

As soon as feasible, a person scheduled to be displaced shall be furnished with a general written description of the Department's relocation program which does at least the following:

1. Inform the person that he or she may be displaced for the project and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s).
2. Inform the person that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the person successfully relocate.
3. Inform the person that he or she will not be required to move without at least 90 days advance written notice and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.
4. Describe the person's right to appeal the Department's determination as to a person's application for assistance for which a person may be eligible.

RELOCATION INFORMATION FOR OWNERS AND TENANTS

Promptly following authorization to acquire and prior to the initiation of negotiations, the relocation booklet shall be mailed by the Right of Way Division Bureau of Control and Special Projects to all record owners, together with a map depicting the taking and the standard Right of Way Division "owner advance notice letter" that is required to be forwarded to all owners for informational purposes. In the case of owner residential occupied properties, the letter and materials will be hand delivered.

This notice shall carefully point out that the owner is not required to move and should not move or cause the premises to be vacated on behalf of the State until and unless:

1. A mutually satisfactory agreement establishing an agreed vacation date has been executed by the State and the owner; or negotiations having failed, not only has a condemnation complaint been filed, but a declaration of taking with court deposit has been accomplished, thereby entitling the State to possession.
2. At least one and preferably three, comparable replacement dwellings have been made available to the person. A comparable replacement dwelling will be considered to have been made available to a person if:
 - a. The person is informed of its location.
 - b. The person has sufficient time to negotiate and enter into a purchase agreement or lease for the property.
 - c. The person is assured of receiving the relocation assistance and acquisition payment subject to reasonable safeguards, to which the person is entitled in sufficient time to complete the purchase or lease of the property.

The relocation brochure together with an informational letter shall be provided to all tenant occupants.

The purpose of this letter is to inform all tenant occupants that they will be provided relocation advisory assistance and benefits for which they may be entitled.

The letter shall also inform the tenant that he or she is not required to vacate on behalf of the State until an agreement establishing a vacation date has been executed by the owner and the State; or negotiations having failed, both a condemnation complaint and a declaration of taking with court deposit have been made with the court.

The letter shall also inform the tenant that at the appropriate time, they will be notified by the State that an agreement has been executed or condemnation instituted. In the meantime, they should continue to pay rent to the owner.

Prior to negotiations, each owner and tenant occupant shall receive a relocation information letter and brochure. To assure that such notices are automatically and routinely accomplished in all instances, prior to the initiation of negotiations, the Headquarters Appraisal Review Section shall furnish the Headquarters Property and Relocation Bureau with the negotiator's "call data" copy (Form RE-97C - Supplement No. 5) of the reviewer's fair market value determination form, concurrent with the registration of the fair market value.

This registration form will alert the Property and Relocation Bureau that the appraisal review has been completed and that negotiations will be initiated upon the return of the form to the concerned District Office. Until the Property and Relocation Bureau notifies the occupants and the form is returned to the appraisal review section, negotiations cannot be initiated.

At this time, the Property and Relocation Bureau shall forward the relocation letter and brochure to owner and tenant occupants. (Owner Relocation Assistance Letter - Supplement No. 6), Tenant Relocation Assistance Letter - Supplement No. 7)

Prior to returning the form to the Appraisal Review Section, the Property and Relocation Bureau shall indicate as Item 1 under the negotiator's "call-data", the date of the mailing of the letters and names of the occupants notified. This notation will serve as a permanent written record that negotiations are not and were not initiated until all occupants had been notified of the relocation assistance program.

Distribution of these letters shall be as follows:

1. original to owner and/or tenant occupant,
2. duplicate to concerned District Office, attention Property and Relocation Bureau, for entry in records and as an alert that negotiations are about to be initiated, and
3. triplicate to be retained in Headquarters Office, Property and Relocation Bureau, Trenton.

COMMISSION ACTIONS

For Departmental accounting purposes, Commission Actions shall be processed for all relocation payments as hereafter described, except where the payment authority is contained in the owner's purchase agreement executed by the Commissioner.

FEDERAL ASSURANCES (Procedure)

Prior to the initiation of negotiations, a relocation plan for the project shall be completed in its entirety and submitted to the Bureau of Property and Relocation Manager for approval. On federal aid projects, a copy of the plan shall be provided to the Federal Highway Administration.

CLOTHING AND APPEARANCE

As a representative of the State, it is expected that Property and Relocation Officers will present a professional appearance in accordance with accepted contemporary standard business practice.

CONFLICT OF INTEREST

Departmental policies and procedures prohibit employees from accepting employment or doing business with or for any contractor, consulting firm, owner, or anyone having business dealings with the Department.

USE OF AUTOMOBILES

Either Departmental or privately owned cars, with mileage reimbursement, may be utilized by Property and Relocation personnel in the conduct of official business, dependent on Department authorization.

Procedures for use of privately owned cars are as contained in the Department's Policies and Procedures, "Reimbursable Mileage of a Private Vehicle".

CIVIL RIGHTS

The Relocation representatives shall inform relocatees of their rights and options in selecting replacement housing in areas of their choice and assist relocatees in ensuring against discriminatory practices in the purchase and rental of residential units on the basis of race, color, religion, sex, national origin, or handicap.

SECTION VI

ADMINISTERING THE RELOCATION PROGRAM

INITIAL PERSONAL CONTACT

Within 7 days after the initiation of negotiations, the occupants must be advised, by personal contact, as to their eligibility for relocation payments and related advisory assistance services. These items are covered in the State's brochure which should be handed to the occupants during the personal contact.

During the initial personal contact, each occupant shall be informed:

1. of the District Office responsible for official relocation contacts, assistance and information, and of the address, telephone number, and business hours of the office;
2. that they are not required to move until an agreement has been executed between the owner and the State, thereby establishing a vacation date or a declaration of taking with deposit of fair market value has been accomplished and that they are not required to relocate without 90 days written notice, which notice cannot be given until one and preferably three comparable dwellings been made available to them;
3. that in the interim, they should continue paying rent to the owner;
4. of their ability to remain in occupancy after the State has acquired the premises they occupy, as tenants of the State,
5. of the availability of suitable private sales or rental housing, public housing (low cost or senior citizens).
6. information concerning the availability of FHA and VA mortgages and mortgage insurance,
7. of the scope of the relocation services and payments available to them and the method of making application for the benefits,
8. that no payments received shall be considered as income for the purposes of the Federal Internal Revenue Code or for the purposes of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act,
9. as to procedure to appeal the Division's determinations.

Personal contact meetings may be conducted either in the home or the District Office at the occupant's option. In all instances, the initiative and responsibility to make such personal contact rests with the Relocation staff. Should the occupant refuse to meet after extensive and sincere efforts, a careful record of the efforts made shall become a part of the permanent case record and the matter shall be reviewed by the Headquarters Office to ascertain the possibility of alternative steps to contact and assist the family.

Relocation officers shall be assigned each case for personal contact via Relocation Assignment Form RE-147 (Supplement No. 8) which shall be distributed as follows:

1. original to Relocation Officer,
2. duplicate to District Property and Relocation Officer,
3. Triplicate the Bureau of Property and Relocation, Headquarters Office.

Concurrent with the distribution, each person receiving a copy shall note in the appropriate status log and on the individual parcel status form that the case has been assigned and the date by which the initial personal contact is to be made. The assigned Relocation Officer shall be furnished with a copy of the Site Survey as well as with the Field Relocation Record Form RE-148 (Supplement No. 9).

Concurrently, the Project Supervisor shall establish a Status of Individual Case Report Form RE-146a (Supplement No. 10).

Personal contacts shall be continued until the occupant has successfully relocated or alternatively, expressed, in writing, that he does not desire relocation assistance. Upon completion of each case, the relocation records and "call-data" shall be forwarded to Headquarters Bureau of Property and Relocation.

INDIVIDUAL RELOCATION PLAN

During the initial and subsequent personal contacts, the Relocation Officer and the occupant shall mutually develop a relocation plan. This plan will specify the preferred type, size and location and price range for relocation housing as well as the timing of the move.

The Relocation Officer shall assist the occupant in obtaining other supporting services.

LOCATING A SATISFACTORY UNIT

When a request for relocation advisory assistance has been made, the assigned Relocation Officer shall provide, as a minimum, the following:

1. Lists of suitable sales or rental housing units.
2. Transportation of the occupants, as necessary, to inspect replacement units.
3. Inspection of the replacement property selected by the occupant to ensure that the property is decent, safe and sanitary.
4. Assistance in applying for public housing. Assistance includes providing an application form to the family and helping them to complete it. It also includes liaison and follow up with local housing authorities.
5. Assistance to families in establishing their priority in public housing.
6. Assistance in arranging financing for their new home. Assistance could include liaison with the Federal Housing or Veterans Administration and other lending institutions.
7. Referrals to other supporting agencies and organizations to properly assist the family or business.

STANDARDS FOR RELOCATION HOUSING (Minimum Requirements)

A decent, safe and sanitary dwelling is one which meets all of the following minimum requirements:

1. Is structurally sound, weathertight, and in good repair.
2. Contains a safe electrical wiring system adequate for lighting and other devices.
3. Contains a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climate conditions do not require such a system.
4. Is adequate in size with respect to the number of rooms and living space needed to accommodate the displaced person.

There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

5. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.
6. Is free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by a handicapped person.

(Approval of Local Codes)

In those instances where a local housing code does not meet all the prescribed standards, but is otherwise reasonably comparable to the minimum standards, the Bureau Manager may submit such code to the Federal Highway Administration for approval as acceptable standards for decent, safe and sanitary housing.

(Exceptions)

In case of extreme hardship or other similar extenuating circumstances, an exception to the decent, safe and sanitary requirements may be permitted on a particular case with the written concurrence of the Federal agency funding the project, or the Bureau Manager on projects which are 100% State funded.

INSPECTION OF RELOCATION HOUSING

Prior to making a replacement housing payment or utilizing dwelling units available on the market for "comparables", the prospective replacement dwelling unit and "comparables" shall be inspected to verify that the unit is decent, safe and sanitary. Dwelling inspection and listing record form RE-162 (Supplement No. 11) shall be completed by the assigned relocation officer. The completed form shall be made a part of the permanent case file. In the event that it is impossible to perform an interior inspection, the relocation officer will initiate contact with the local building inspector to verify that the unit is decent, safe and sanitary. A written record of the results of the contact with the building inspector will be maintained in the case file.

Excluded from the requirement for inspection are public housing units and FHA and VA financed rental and purchase units which are required to satisfy appropriate standards under Federal Law and administrative requirements.

ACTION TO CORRECT SUBSTANDARD UNITS

A Relocation Officer will not knowingly make referrals to substandard units. If a family accepts a unit against the advice of, or without the knowledge of the Relocation Officer, the Relocation Officer will take the following actions:

1. If possible, inspect the dwelling to determine its condition.
2. Notify the owner of deficiencies found and encourage the owner to voluntarily correct any substandard condition.
3. If the deficiencies are not corrected, refer the matter to the local housing inspector and inform the relocatee that the Department cannot make a replacement housing payment until the deficiencies are corrected.

(EMERGENCY MOVE)

A waiver of the requirements regarding the availability of a comparable replacement dwelling may be granted in any case where it is demonstrated that a person need move because of:

1. A major disaster.
2. A Presidentially declared national emergency.
3. Another emergency which requires immediate vacation of the property because of a substantial danger to the health and safety of the occupant or public.

BASIC CONDITIONS OF EMERGENCY MOVE

Whenever a person is required to relocate for a temporary period because of an emergency, the Department shall:

1. Take whatever steps are necessary to assure that the person is temporarily relocated to a decent, safe, and sanitary dwelling.
2. Pay the actual reasonable out of pocket moving expenses and any reasonable increase in rent and utility costs incurred in connection with the temporary relocation.
3. Make available to the displaced person as soon as feasible, at least one comparable replacement dwelling.

TRACING FAMILIES

Records shall be maintained of all relocations. The Relocation Officer will attempt to trace any occupants who move from the taking area (after the initiation of negotiations) without the prior knowledge of the relocation staff. If an occupant cannot be located within a 30 days period, a record shall be made of the actions taken and the case closed without further action.

RELOCATION RECORDS

The Property and Relocation Bureau Manager shall maintain records of displacement activities in sufficient detail to guarantee compliance with Federal and State regulations. Records shall be maintained for at least 3 years after all displaced persons receive final payment. Records shall be kept as to:

1. State and Federal project and parcel identification.
2. Names and addresses of displaced persons and their complete original and new addresses and telephone numbers, if available.
3. Personal contacts made with each displaced person, including, for each displaced person:

- a. Date of Notification of availability of relocation payments and services.
 - b. Name of the Relocation Officer or others providing relocation assistance.
 - c. Whether the offer of assistance was declined or accepted and the name of the individual accepting or declining the offer.
 - d. Dates and substance of subsequent follow up contacts.
 - e. Date on which the displaced person was required to move from the property acquired for the project.
 - f. Date on which actual relocation occurred and whether relocation was accomplished with the assistance of the State agency, referrals to other agencies, or without assistance. If the latter, an approximate date for actual relocation is acceptable.
 - g. type of tenure before and after relocation.
 - h. All call-data remarks and records should indicate who was present and the name of the State representative.
4. For displacements from dwellings:
- a. Number in family.
 - b. Type of property (single detached, multi-family, etc.).
 - c. Value, or monthly rent.
 - d. Number of rooms occupied.

5. For displaced businesses/non-profit organizations:
 - a. Type of business.
 - b. whether continued or terminated.
 - c. If relocated, distance moved (estimate acceptable).

6. For relocated farms:
 - a. Whether continued or terminated.
 - b. If relocated, distance moved (estimate acceptable).

TARGET DATE RESPONSIBILITIES

The Property and Relocation Bureau Manager shall be responsible for meeting all construction target date schedules and requirements as relates to relocation assistance and payments.

REQUIRED FEDERAL ANNUAL REPORTS

Statistics concerning relocation assistance and payments are required by the Federal Highway Administration by November 15 of each year. The reporting period shall be October 1 through September 30.

The Property and Relocation Bureau Manager is responsible for submitting the reports on a timely basis to the Federal Highway Administration.

CONSTRUCTION ADVERTISING AND 90 DAY NOTICES

On all projects regardless of initial notices and contacts, prior to advertising, any remaining occupants shall be given a further full and written 90 day notice that they are required to vacate. The 90 day notice shall not be given until the State has acquired the property. Acquired in this instance means the execution of a voluntary purchase agreement or right of entry, and where condemnation is necessary, that a court deposit and declaration of taking have been accomplished, thereby vesting title in the State.

No displaced person shall be required to move from his home, farm or business location earlier than 90 days after either the date of the notice or the date comparable replacement housing was made available, whichever is later. To the greatest extent practicable, the 90 day period shall be computed from the anticipated date the occupant will have received the 90 day notice letter.

In specific circumstances, extensions may be granted. Any such extensions to the above 90 day notice requirement must be in writing and must give another specific date by which the property must be vacated.

Where occupants have been tendered comparable replacement housing and do not relocate by the expiration date of the 90 day notice and an extension cannot be granted, they shall be advised, in writing, by the Headquarters Property and Relocation Bureau that the State has no choice except to seek legal assistance through the courts to secure possession.

Concurrent with such supplemental notices, the headquarters Property and Relocation Bureau shall initiate a request for the appropriate legal action from the Department of Law. Any displaced person evicted for cause on or after the date of initiation of negotiations, shall retain the right to relocation payments and other assistance.

SECTION VII

REPLACEMENT HOUSING PAYMENT FOR 180 DAY HOMEOWNER OCCUPANTS

- (a) **ELIGIBILITY** A displaced person is eligible for the replacement housing payment for a 180 day homeowner occupant if the person:
- (1) Has actually owned and occupied the displacement dwelling for not less than 180 days immediately prior to the initiation of negotiations; and
 - (2) Purchases and occupies a decent, safe, and sanitary replacement dwelling within one year after the later of the following dates (except that the Department may extend such one year period for good cause as determined by the Department.)
 - A. The date the person receives final payment for the displacement dwelling or, in the case of condemnation, the date the full amount of the estimate of just compensation is deposited in the court, or
 - B. The date the Department's obligation to make comparable replacement housing available to the occupant, is met.
- (b) **AMOUNT OF PAYMENT** The replacement housing payment for an eligible 180 day homeowner occupant may not exceed \$22,500. The payment is limited to the amount necessary to relocate to a comparable replacement dwelling within one year from the date the displaced homeowner occupant is paid for the displacement dwelling, or the date a comparable replacement dwelling is made available to such person, whichever is later. The payment shall be the sum of:
- (1) The amount by which the cost of a replacement dwelling exceeds the acquisition cost of the displacement dwelling as determined in accordance with paragraph (c) of this section; and
 - (2) The increased interest costs and other debt service costs which are incurred in connection with the mortgage(s) on the replacement dwelling, as determined in accordance with pages 49 through 51 "Increased Mortgage Costs"; and
 - (3) The reasonable expenses incidental to the purchase of the replacement dwelling, as presented at page 51 "Incidental Expenses".

(c) **PRICE DIFFERENTIAL - BASIC COMPUTATION** The price differential to be paid under paragraph (b) (1) of this section is the amount which must be added to the acquisition cost of the displacement dwelling to provide a total amount equal to the lesser of:

- (1) The reasonable cost of a comparable replacement dwelling as determined in accordance with paragraph (d) of this section, or
- (2) The purchase price of the decent, safe and sanitary replacement dwelling actually purchased and occupied by the displaced person.

(d) **DETERMINING COST OF COMPARABLE REPLACEMENT DWELLING** The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling.

- (1) If available, at least three comparable replacement dwellings shall be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than the displacement dwelling. An adjustment shall be made to the asking price of any dwelling, to the extent justified by local market data. Asking prices on the market frequently (but not always) exceed the actual selling price. Thus, the asking price of the selected comparables would at times require adjustment upward or downward to compensate for this difference. Adjustment will be made to the asking price of the selected comparables, if such an adjustment is considered justified.

The District Office will analyze the local housing market to determine an average ratio of asking to sale price. Typically ten sales will be utilized to develop the ratio.

If a displaced person purchases the comparable dwelling upon which the supplement was predicated, but cannot acquire the property for the adjusted price, it is appropriate to increase the replacement housing payment to the actual purchase amount.

- (2) If the site of the comparable replacement dwelling lacks a major exterior attribute of the displacement dwelling site, the value of such attribute shall be subtracted from the acquisition cost of the displacement dwelling for purpose of computing the payment.

- (3) If the acquisition of a portion of a typical residential property causes the displacement of the owner from the dwelling and the remainder is a buildable residential lot, the Department will offer to purchase the entire property. If the owner refuses to sell the remainder to the Department, the fair market value of the remainder may be added to the acquisition cost of the displacement dwelling for purposes of computing the replacement housing payment.
- (4) To the extent practicable, comparable replacement dwellings shall be selected from the neighborhood in which the displacement dwelling was located or, if that is not possible, in nearby or similar neighborhoods where housing costs are generally the same or higher.
- (5) If the displacement dwelling unit was part of a property that contained another dwelling unit and/or space used for non-residential purposes, only that portion of the acquisition payment which is actually attributable to the displacement dwelling unit shall be considered its acquisition cost when computing the price differential.
- (6) If the owner retains ownership of his or her dwelling, moves it from the displacement site, and reoccupies it on a replacement site, the purchase price of the replacement dwelling shall be the sum of:
- (a) The cost of moving and restoring the dwelling to a condition comparable to that prior to the move.
 - (b) The cost of making the unit a decent, safe and sanitary replacement dwelling.
 - (c) The current fair market value for residential use of the replacement site, unless the claimant rented the displacement site and there is a reasonable opportunity for the claimant to rent a suitable replacement site.
 - (d) The retention value of the dwelling, if such retention value is reflected in the "acquisition cost" used when computing the replacement housing payment.

- (7) When a single family dwelling is owned by several persons, and occupied by only some of the owners, the replacement housing payment shall be the lesser of:
- a. The difference between the owner occupant's share of the acquisition cost of the acquired dwelling and the actual cost of the replacement, or
 - b. The difference between the total acquisition cost of the acquired dwelling and the amount determined as necessary to purchase a comparable dwelling.
- (8) Partial take (Land Normal for Area) Where a dwelling is located on a tract normal for residential use in the area and the owner must relocate as a result of the taking, the maximum replacement housing payment is the probable selling price of a comparable replacement dwelling on a tract typical in size for the area, less the acquisition price of the acquired dwelling and the tract on which it is located.
- (9) (Land Larger than Normal for Area) Where a dwelling is located on a tract larger than for normal residential use in the area, the maximum replacement housing payment is the probable selling price of a comparable replacement dwelling and the tract typical in size for residential use in the area, less the acquisition price of the acquired dwelling, plus the acquisition price of that portion of the acquired land which represents a tract typical in size for residential use in the area.
- (10) Highest and Best Use Where a dwelling is located on a tract where the fair market value is established on a higher and better use than residential, the maximum replacement housing payment shall be the difference between the probable selling price of a comparable replacement dwelling on a residential tract typical to the area and the acquisition price of the acquired dwelling, plus the acquisition price of that portion of the acquired land which represents a typical residential tract in the area.
- (11) Any exceptions in the carve-out and highest and best use applications which appear to result in an inordinately disproportionate replacement housing supplement should be brought to the attention of the Relocation Bureau Manager for decision.

OWNER REPLACEMENT HOUSING SUPPLEMENT ESTIMATES

Owner Replacement housing supplement estimates are to be made on State Form RE-150 (Supplement No. 12). Whenever possible, the estimates shall include at least three comparables. In properly documented circumstances, less than three comparables may be utilized. The selected comparables must be the most nearly comparable, and equal to or better than the subject property.

SELECTING THE COMPARABLE

After analyzing the three comparables, the listing considered to be most comparable, shall be used as the basis for determining the replacement housing supplement payment.

E X A M P L E

<u>COMPARABLE</u>	<u>ADJUSTED ASKING PRICE</u>
1	\$220,000
2	\$230,000
3	\$240,000

If, after analysis, comparable No. 2 was selected by the estimator as being the most comparable, the probable cost of replacement housing would be \$230,000.

REPLACEMENT HOUSING SUPPLEMENT COMPUTATION

Adjusted asking price (Selected comparable)	\$230,000
State's Acquisition Price	<u>\$200,000</u>
Maximum Replacement Housing Supplement	30,000

LIMITATIONS

The amount established as the replacement housing supplement sets the upper limit of the payment as follows:

1. If the displaced person voluntarily purchases and occupies a decent, safe and sanitary dwelling adequate for his needs at a price less than that computed, the housing supplement will be reduced to that amount required to pay the difference between the acquisition price of the acquired dwelling and the actual purchase price of the replacement dwelling.
2. If the displaced person voluntarily purchases and occupies a decent, safe and sanitary dwelling at a price less than the acquisition price of the acquired dwelling, no supplemental payment shall be made.
3. The amount of any insurance proceeds received by a person in connection with a loss to the displacement dwelling shall be included in the acquisition cost of the displacement dwelling when computing the supplemental payment.

EXAMPLE OF COST LIMITATION FORMULA

Adjusted Asking Price of Replacement Housing	\$230,000
State Acquisition Price	<u>\$200,000</u>
Maximum Replacement Housing Supplement	\$ 30,000
Actual Cost of Replacement Housing	\$195,000
State Acquisition Price	<u>\$200,000</u>
Actual Replacement Housing Payment	\$ - 0 -

ESTIMATORS QUALIFICATIONS

Headquarters or District Property and Relocation personnel holding the State Civil Service Title of Senior Right of Way Negotiator or above may compute replacement housing supplements. The Manager, Bureau of Property and Relocation, shall establish and maintain current list of the names of persons authorized to prepare the estimates. Under certain circumstances, a qualified person possessing a negotiator title may be authorized to prepare supplements, with prior approval of the Bureau Manager.

All supplemental housing payment estimates are to be prepared by staff personnel who are independent from active appraisal and negotiations operations. In no instance may a real estate appraiser or reviewer who appraised or reviewed an appraisal for fair market value, prepare the replacement supplement estimate for that property.

HEADQUARTERS REVIEW AND REGISTRATION PROCESS

Prior to the initiation of negotiations and the tendering of a replacement housing payment, all supplements shall be independently reviewed as to format, content and accuracy. The review process shall be similar to that conducted in the appraisal process and shall consist of a local District review and a Headquarters review and "registration".

The work check sheet for review of owner housing supplement, Form RE-186 (Supplement No. 13) shall be utilized and shall remain a part of the work records. Headquarters registrations shall include an audit to disclose changes in the registered supplemental payment amounts. Registrations shall be made on Owners Replacement Housing Supplement Review and Registration Form RE-149 (Supplement No. 14).

REVISIONS AND UPDATINGS

The registered amounts for a Replacement Housing Supplement will not be revised unless there is error; the appraisal is revised; the residential real estate market conditions change measurably, or a remnant is acquired.

(Updatings)

When a displacee requests assistance in finding replacement housing, he must be offered housing which is comparable and available for purchase on the market within the offered amount. When such housing is no longer available, the State will prepare a new owners housing supplement. Replacement housing estimates shall be updated at least every six months or whenever housing is no longer available on the market within the offered amount.

The payment is limited to the amount necessary to relocate to a comparable replacement dwelling within one year from the date the displaced homeowner occupant is paid for the displacement dwelling, or the date a comparable replacement dwelling is made available to such person, whichever is later.

Whenever changes, revisions, or updatings appear warranted, they shall be in writing and supported as in the original report. Specifically, any revised report (upward or downward) shall be independently reviewed at District and Headquarters levels and properly re-registered in Headquarters before the payment is tendered. If an offer has been previously tendered and the recommendation is downward, the supplemental payment may not be reduced.

FILE RECORDS

Parcel files shall contain the individual estimate including comparables used, the reviewer's report and work sheets. Replacement housing payments are not a part of the appraisal process.

MULTIPLE OCCUPANCY OF SAME DWELLING UNIT

(Families)

If two or more occupants of the displacement dwelling move to separate replacement dwellings, each occupant is entitled to a pro-rated share, as determined by the Bureau Manager, of any supplemental housing payment that would have been made if the occupants moved together to a comparable replacement dwelling. However, if the Manager determines that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlements to supplemental housing payments. Separate households shall exist when two or more occupants can satisfactorily document separate rental payments to the landlord as well as private occupancy of a portion of the quarters (e.g. bedrooms, bathrooms), in addition to community rooms which may be shared.

(Individuals)

If two or more eligible individuals with no identifiable head of household occupy the same single family dwelling unit, they are to be considered as one "family" for replacement housing supplemental payment purposes.

ADMINISTRATIVE SETTLEMENTS/CONDEMNATION AWARDS

Replacement housing supplements are normally based on the acquisition price. Thus, when an administrative settlement is contemplated, the supplemental payment previously tendered shall be proportionately reduced (without need for a new estimate) by the amount the proposed settlement will exceed the acquisition cost. Likewise, in condemnation when an award or, on appeal, a verdict exceeds the acquisition cost, the supplemental payment previously tendered shall be proportionately reduced.

ADVANCE REPLACEMENT HOUSING PAYMENTS IN CONDEMNATION

Normally the amount of the ultimate replacement housing payment cannot be determined in a timely manner to enable the occupant to relocate. A provisional replacement housing payment may be prepared by utilizing the most recent offer for the property as the acquisition price.

Payment of a provisional amount may be made if the owner enters into an agreement that upon final determination of the condemnation proceeding or an interim settlement, the replacement housing payment will be recomputed accordingly and, as applicable, the owner will refund to the State from his judgment or the agreed settlement amount any excess replacement housing payment resulting from the adjustment.

When provisional agreements are entered into, all other standard provisions and limitations including purchase and occupancy requirements and adjustments for actual purchase price paid, shall apply. Where provisional payments are made in condemnation, it will be necessary to prepare a standard Commission Action as is required for the approval of any agreement or contract.

If the property owner will not enter into such a written agreement, the replacement housing payment shall be deferred until the case is finally adjudicated, thereby permitting the replacement housing supplement to be computed on the basis of the final award.

OFFERING THE REPLACEMENT HOUSING PAYMENT

Negotiators at the time of the initiation of negotiations are responsible for a personal explanation to the owners regarding the amount of any replacement housing supplement to which they may be entitled. When there is no entitlement, the negotiator shall inform the owner of this fact and the reasons therefore. Concurrent with the fair market value offer, the negotiator shall tender to the owner the full amount of the estimated replacement housing supplement to which he is entitled.

By this means, the owner will in effect receive one figure for his property, which amount will be the sum of the fair market value, plus the supplemental housing payment, if applicable.

The Relocation Officer will inform the displaced person, in writing, of the specific comparable replacement dwellings and the price used as the basis for establishing the upper limit of the replacement housing payment.

Where practicable, housing shall be inspected prior to being made available to assure that it meets applicable standards. If such an inspection is not made, the person to be displaced shall be notified that a replacement housing payment may not be made unless the replacement dwelling is subsequently inspected and determined to be decent, safe and sanitary.

(Written Offer Verification)

Both the offer for the property and the replacement housing offer shall be in writing and presented to the owner by the negotiator on confirmation of letter, Form RE-132 (Supplement No. 15).

RENTAL ASSISTANCE PAYMENT FOR 180 DAY HOMEOWNER

A 180 day homeowner occupant eligible for a replacement housing payment, but electing to rent a replacement dwelling, is eligible for a rental assistance payment not to exceed \$5,250.

PROCESSING AGREEMENT TO HEADQUARTERS AND COMMISSION ACTION

Agreements providing for replacement housing payments shall be processed via the standard commission action format.

By this procedure, the Commissioner of Transportation executes the agreement on behalf of the State and concurrently authorizes the payment of the replacement housing supplement, subject to the owner's compliance with the purchase and occupancy requirements.

(Owner Housing Payment)

Owners shall submit their application for replacement housing payments to the District Office on Form RE-152 (Supplement No. 16), together with a certified copy of the closing statement for the new dwelling. The District Property and Relocation Officer shall physically inspect the replacement property and confirm on Form RE-162 (Supplement No. 11) that it is in fact, decent, safe and sanitary.

The application shall be forwarded by the District, to the Headquarters Property and Relocation Bureau and upon approval, the invoice accompanying the application shall be forwarded to Accounting for payment.

INCREASED MORTGAGE COSTS

The payment for increased mortgage interest cost shall be the amount which will reduce the mortgage balance on a new mortgage to an amount which could be amortized with the same monthly payment for principle and interest as that for the mortgage (s) on the displacement dwelling. In addition, payments shall include other debt service costs, if not paid as incidental costs, and shall be based only on bonafide mortgages that were valid liens on the displacement dwelling for at least 180 days prior to the initiation of negotiations.

Paragraphs 1 through 5 of this section shall apply to the computation of the increased mortgage interest costs payment, which payment shall be contingent upon a mortgage being placed on the replacement dwelling.

1. The payment shall be based on the unpaid mortgage balance(s) on the displacement dwelling; however, in the event the person obtains a smaller mortgage than the mortgage balance(s) computed in the buydown determination, the payment will be pro-rated and reduced accordingly. In the case of a home equity loan, the unpaid balance shall be that balance which existed 180 days prior to the initiation of negotiations or the balance on the date of acquisition, whichever is less.
2. The payment shall be based on the remaining term of the mortgage(s) on the displacement dwelling or the term of the new mortgage, whichever is shorter.
3. The interest rate on the new mortgage used in determining the amount of the payment shall not exceed the prevailing fixed interest rate for conventional mortgages currently charged by mortgage lending institutions in the area in which the replacement dwelling is located.
4. Purchaser's points and loan origination or assumption fees, but not seller's points, shall be paid to the extent:
 - (a) They are not paid as incidental expenses;
 - (b) They do not exceed rates normal to similar real estate transactions in the area;
 - (c) The Department determines them to be necessary; and
 - (d) The computation of such points and fees shall be based on the unpaid mortgage balance on the displacement dwelling, less the amount determined for the reduction of such mortgage balance.
5. The displaced person shall be advised of the approximate amount of this payment and the conditions that must be met to receive the payment as soon as the facts relative to the person's current mortgage(s) are known and the payment shall be made available at or near the time of closing on the replacement dwelling in order to reduce the new mortgage as intended.

So that the owner occupant can make plans, after consultation with the owner occupant, the Relocation Officer will provide the following data to Headquarters for a preliminary computation of the estimated increased mortgage costs:

1. Old mortgage remaining principal balance, interest rate, monthly principle and interest payment (not including tax escrow.)

2. New mortgage - points and interest rates for any mortgages the owner has under consideration.

APPLICATION FOR MORTGAGE INTEREST AND INCIDENTAL EXPENSES

Owner mortgage interest rate and incidental expenses applications, Form RE-194 (Supplement 17) shall be accompanied by a certified copy of the closing statement (unless previously submitted) as well as the mortgage note and final payoff statement.

These documents shall be reviewed by the District Office and forwarded to the Property and Relocation Bureau, Headquarters Office, for review and payment.

When the amounts have been established, authority to make the payment shall be secured via commission action.

INCIDENTAL EXPENSES

The incidental expenses to be paid are those necessary and reasonable costs actually incurred by the displaced person incident to the purchase of a replacement dwelling, and customarily paid by the buyer, including:

1. Legal, closing and related costs, including those for title search, preparing conveyance instruments, notary fees, preparing surveys and plats, and recording fees.
2. Lender, FHA, or VA application and appraisal fees.
3. Loan origination or assumption fees that do not represent prepaid interest.
4. Certification of structural soundness and termite inspection when required.
5. Credit report.
6. Owner's and mortgagee's evidence of title, e.g., title insurance, not to exceed such costs for a comparable replacement dwelling.
7. Escrow agent's fee.
8. State revenue or documentary stamps, sales or transfer taxes (not to exceed such costs for a comparable replacement dwelling.)
9. Such other costs as the Department determines to be incidental to the purchase.

SECTION VIII REPLACEMENT HOUSING PAYMENT FOR 90 DAY OCCUPANTS

ELIGIBILITY

A tenant (a person who has the temporary use and occupancy of real property owned by another) or owner occupant displaced from a dwelling is entitled to a payment not to exceed \$5,250 for rental assistance or downpayment assistance, if such displaced person:

1. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
2. Has rented, or purchased and occupied a decent, safe and sanitary replacement dwelling within 1 year (unless the Department extends this period for good cause as determined by the Department) after:
 - a. for a tenant, the date he or she moves from the displacement dwelling, or
 - b. for an owner occupant, the later of:
 - (1) the date he or she receives final payment for the displacement dwelling, or in the case of condemnation, the date the full amount of the estimate of just compensation is deposited with the Court; or
 - (2) The date he or she moves from the displacement dwelling.

RENTAL ASSISTANCE PAYMENT (Amount of Payment)

An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed \$5,250 for rental assistance. Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

1. The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
2. The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling actually occupied by the displaced person.

BASE MONTHLY RENTAL FOR DISPLACEMENT DWELLING

The base monthly rental for the displacement dwelling is the lesser of:

1. The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Department. (For an owner occupant, the fair market rent for the displacement dwelling will be utilized. For a tenant who paid little or no rent for the displacement dwelling, the fair market rent will be used, unless its use would result in a hardship, as determined by the Department, because of the person's income or other circumstances); or
2. Thirty (30) percent of the person's average gross household income. (If the person refuses to provide appropriate evidence of income or is a dependent, the base monthly rental shall be established solely on item 1 above). A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise; or
3. The total of the amounts designated for shelter and utilities, if receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

UTILITY COSTS

Utility costs are defined as expenses for heat, lights, water and sewer.

MANNER OF DISBURSEMENT

All rental assistance payments in excess of \$10,000.00 shall be disbursed in installments. The full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

DOWNPAYMENT ASSISTANCE PAYMENT (Amount of Payment)

An eligible tenant occupant who purchases a replacement dwelling is entitled to a downpayment assistance payment. (Claim for payment should be accomplished on Form RE-195 (Supplement No. 46)

APPLICATION OF PAYMENT

The full amount of the replacement housing payment for downpayment assistance must be applied to the purchase price of the replacement dwelling and related incidental expenses.

RENTAL PAYMENT FORMS, DOCUMENTATION AND REGISTRATION

Tenant/Owner rental supplement estimates shall be prepared on State Form RE-150 (Supplement No. 12) and properly documented including photographs of the comparables.

Estimates shall be completed within thirty calendar days of the initial personal contact with the occupant. They shall be computed and reviewed in the District Office on Review Form RE-151 (Supplement No. 18) and "registered" in Headquarters prior to tendering to the occupant. Revisions require a formal Headquarters re-registration of the revised estimate.

A separate report form shall be prepared for each occupant. After the Headquarters registration, the distribution of the registered supplement shall be:

1. original remains in Headquarters Property and Relocation Bureau for later audit,
2. duplicate to District Property and Relocation Section,
3. triplicate to assigned Relocation Officer.

OFFER OF REPLACEMENT HOUSING SUPPLEMENT

A written confirmation of the rental supplement tendered to the occupant shall be accomplished on Form RE-176 (Supplement No. 19). The written payment verification shall contain:

1. The date of the initiation of negotiations with the owner.
2. A statement which specifies the amount of the replacement housing payment to which the occupant is entitled.
3. An explanation of the eligibility requirements to receive a replacement housing payment, and of the tenant's option to purchase replacement housing and to receive a downpayment assistance payment and incidental expenses.
4. A presentation of the listings utilized in the preparation of the supplement.

RENTAL SUPPLEMENTS

Rental supplement applications shall be submitted on Form RE-152 (Supplement No. 16).

SECTION IX - GENERAL REQUIREMENTS - HOUSING SUPPLEMENTS

CERTIFIED MAIL NOTICE

Where any eligible occupants have not submitted an application for property inspection upon their vacating of the premises, they shall be notified, by certified mail, that to receive the supplemental payment, they must occupy a decent, safe and sanitary dwelling unit within one year from the date they vacated the acquired property in order to maintain their eligibility for payment. The letter should clearly specify the final date that they can file a claim.

PURCHASE OF REPLACEMENT DWELLING

A displaced person is considered to have met the requirement to purchase a replacement dwelling, if the person:

1. Purchases a dwelling; or
2. Purchases and rehabilitates a substandard dwelling; or
3. Relocates a dwelling which he or she owns or purchases; or
4. Constructs a dwelling on a site that he or she owns or purchases; or
5. Contracts with a builder for the purchase or construction of a dwelling on a site that the person owns or purchases; or
6. Currently owns a previously purchased dwelling and site, valuation of which shall be on the basis of current fair market value.

OCCUPANCY REQUIREMENTS FOR DISPLACEMENT OR REPLACEMENT DWELLING

No person shall be denied eligibility for a replacement housing payment solely because the person is unable to meet the occupancy requirements set forth in these regulations for a reason beyond his or her control, including:

1. A disaster, an emergency, or an imminent threat to the public health or welfare, as determined by the President, the Federal Agency funding the project, or the Department; or
2. Another reason, such as a delay in the construction of the replacement dwelling, military reserve duty, or hospital stay, as determined by the Department.

CONVERSION OF PAYMENT

A displaced person who initially rents a replacement dwelling and receives a rental assistance payment is eligible to receive a replacement housing payment if he or she meets the eligibility criteria for such payments, including purchase and occupancy within the prescribed one year period. Any portion of the rental assistance payment that has been disbursed shall be deducted from the payment.

PAYMENT AFTER DEATH

A replacement housing payment is personal to the displaced person and upon his or her death, the undisbursed portion of any such payments shall not be paid to the heirs or assigns, except that:

1. The amount attributable to the displaced person's period of actual occupancy of the replacement housing shall be paid.
2. The full payment shall be disbursed in any case in which a member of a displaced family dies and the other family member(s) continue to occupy the decent, safe and sanitary replacement dwelling.
3. Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

NON-DUPLICATION OF PAYMENTS

Displaced persons shall not be entitled to receive duplicative payments.

GENERAL REQUIREMENTS - CLAIMS FOR RELOCATION PAYMENTS

DOCUMENTATION

Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred. A displaced person must be provided assistance to complete and file any required claim for payment.

EXPEDITIOUS PAYMENTS

The Department shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as practicable following receipt of sufficient documentation to support the claim.

ADVANCE PAYMENTS

If a person demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, the Department shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

TIME FOR FILING

All claims for a relocation payment shall be filed with the Department within 18 months after:

1. For tenants - the date of displacement.
2. For owners - the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.

This time period shall be waived by the Department for good cause as determined by the Department.

DEDUCTIONS FROM RELOCATION PAYMENTS

The Department shall deduct the amount of any advance relocation payment from the relocation payment(s) to which a displaced person is otherwise entitled. Similarly, the Department may deduct from relocation payments any rent that the displaced person owes the Department; provided that no deduction shall be made if it would prevent the displaced person from obtaining a comparable replacement dwelling. The Department shall not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

NOTICE OF DENIAL OF CLAIM

If the Department disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant, in writing, of its determination, the basis for its determination, and the procedures for appealing that determination.

SECTION X PAYMENTS FOR ACTUAL REASONABLE MOVING AND RELATED EXPENSES RESIDENTIAL MOVES

Any displaced owner occupant or tenant of a dwelling who qualifies as a displaced person is entitled to payment of his or her actual moving and related expenses, as the Bureau Manager determines to be reasonable and necessary, including expenses for:

1. Transportation of the displaced person and his personal property within a 50 mile limit. Payments for a distance beyond 50 miles are not eligible, unless the Department determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances, and other personal property.
4. Storage of the personal property for a period not to exceed 12 months, unless the Department determines that a longer period is necessary.

5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

FIXED PAYMENT FOR MOVING EXPENSES - RESIDENTIAL MOVES

Any person displaced from a dwelling or seasonal residence is entitled to receive an expense and dislocation allowance as an alternative to a payment for actual moving and related expenses. This allowance shall be determined according to the applicable schedule maintained by the Bureau of Property and Relocation. In those instances involving a federal project, the schedule shall be approved by the Federal Highway Administration.

When individuals or families elect to use the fixed payment method, the following conditions and circumstances shall apply:

(Dwellings - Counted Rooms)

1. Counted rooms shall be that space in a residence occupied by the occupant and containing a normal quantity of household furniture.
2. Counted rooms shall include such space as basements, cellars, recreation rooms, living rooms, dining rooms, libraries, kitchens, laundry rooms (when containing mechanical equipment to be moved, such as washers and dryers), enclosed sun porches (if containing furniture), attics, greenhouses, garages and permanent sheds (when they contain household or garden equipment).
3. Counted rooms shall include major foyers and alcoves (when containing furniture), combination living rooms/dining rooms and kitchen dinettes shall be counted as one room each.
4. Vestibules, bathrooms and powder rooms shall not be considered rooms except in unusual circumstances as approved by the Bureau Manager.

(Number of Rooms)

Any disputes regarding the number of rooms shall be resolved by the Bureau Manager.

FIXED PAYMENT SCHEDULE (Residential Moves Only)

A fixed payment schedule is available to residential relocatees as an option to the actual cost basis.

The Property and Relocation Bureau Manager has the responsibility to review the effectiveness and fairness of the schedule periodically, and as judged appropriate, to revise the schedule.

<u>Number of Counted Rooms</u>	<u>Amount</u>
1	\$ 250
2	400
3	550
4	650
5	750
6	850
7	950
8	1,050

Each Additional Room - \$100.

SPECIAL MULTIPLE FAMILY PROVISIONS

Two or more families occupying the same dwelling unit, are each eligible to elect to be reimbursed either their actual costs or on the basis of the fixed payment schedule.

A fixed payment will be based on the number of rooms actually occupied by each family, plus community rooms utilized by each family.

Two or more individuals, not a family, who occupy the same dwelling unit, are considered to be a single family.

COSTS OF TRANSPORTATION

The costs of transportation of occupants to the new location are also eligible. Such costs may be on a mileage basis not to exceed 20 cents per mile or reasonable actual fees if commercial transportation is used, and may include required special transportation services. The actual reasonable costs of meals and lodging, when it is determined that such costs are required because of unforeseen circumstances or practical necessities of moving, are also eligible.

The transportation costs are available only to those occupants who elect to move on the actual cost basis.

PAYMENT FOR ACTUAL REASONABLE MOVING AND RELATED EXPENSES
NON-RESIDENTIAL MOVES

ELIGIBLE COSTS

Any business or farm operation which qualifies as a displaced person is entitled to payment for such actual moving and related expenses, as the Bureau Manager determines to be reasonable and necessary, including expenses for:

1. Transportation of personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Bureau Manager determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property, including substitute personal property. This includes connection to utilities available nearby. It also includes modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property. (Expenses for providing utilities from the right of way to the building or improvement are excluded.)
4. Storage of the personal property for a period not to exceed 12 months, unless the Bureau Manager determines that a longer period is necessary.
5. Insurance for the replacement value of the personal property in connection with the move and necessary storage.
6. Any license, permit, or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit or certification.
7. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
8. Professional services necessary for:
 - a. Planning the move of the personal property,

- b. Moving the personal property, and
 - c. Installing the relocated personal property at the replacement location
9. Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
10. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:
- a. The fair market value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the Bureau Manager determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value shall be based on the cost of the goods to the business, not the potential selling price), or
 - b. The estimated cost of moving the item, but with no allowance for storage. (If the business or farm operation is discontinued, the estimated cost shall be based on a moving distance of 50 miles).
11. The reasonable cost incurred in attempting to sell an item that is not to be relocated.
12. Purchase of substitute personal property. If an item of personal property which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:
- a. The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
 - b. The estimated cost of moving and reinstalling the replaced item, but with no allowance for storage. At the Bureau Manager's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.
13. Searching for a replacement location. A displaced business or farm operation is entitled to reimbursement for actual expenses, not to exceed \$1,000 as the Bureau Manager determines to be reasonable, which are incurred in searching for a replacement location. All expenses claimed except value of time actually spent in search must be supported by receipted bills.

These expenses include:

- a. Transportation
 - b. Meals and lodging away from home
 - c. Time spent searching. Payment for time actually spent in the search shall be based on the applicable hourly rate for the person or persons conducting the search, but may not exceed \$10.00 per hour. A certified statement of the time spent in the search shall accompany the claim.
 - d. Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such site.
14. Other moving related expenses that are not listed as ineligible as the Bureau Manager determines to be reasonable and necessary.

INELIGIBLE MOVING AND RELATED EXPENSES

A displaced person is not entitled to payment for:

1. The cost of moving any real property in which the displaced person reserved ownership; or
2. Interest on a loan to cover moving expenses; or
3. Loss of goodwill; or
4. Loss of profits; or
5. Loss of trained employees; or
6. Any additional operating expenses of a business or farm operation incurred because of operating in a new location.
7. Personal injury; or
8. Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Department; or
9. Expenses for searching for a replacement dwelling; or
10. Physical changes to the real property at the replacement location of a business or farm operation.
11. Costs for storage of personal property on real property already owned or leased by the displaced person.

NOTIFICATION AND INSPECTION

The following requirements apply to payments.

1. The Department shall inform the displaced business, farm, or non-profit organization, in writing, of the requirements as soon as possible after the initiation of negotiations. This information may be included in the relocation information provided to the displacee.
2. The displaced business, farm operator, or non-profit organization must provide the Department reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved. However, the Bureau Manager may waive this notice requirement after documenting its file accordingly.
3. The displaced business, farm operator or non-profit organization must permit the Department to make reasonable and timely inspections of the personal property at both the displacement and replacement sites and to monitor the move.

SELF-MOVES

If the displaced business, farm, or non-profit organization elects to take full responsibility for its move, the Department may make a payment for moving expenses in an amount not to exceed the lower of two acceptable bids or estimates obtained by the Department or prepared by qualified staff. At the Bureau Manager's discretion, a payment for a low cost (generally less than \$1,000) or uncomplicated move may be based on a single bid or estimate.

TRANSFER OF OWNERSHIP

Upon request and in accordance with applicable law, the business or farm operation shall transfer to the Department ownership of any personal property that has not been moved, sold, or traded in.

FIXED PAYMENT FOR MOVING EXPENSES - NONRESIDENTIAL MOVES

BUSINESS

A displaced business may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses. Such fixed payment, except for payment to a non profit organization, shall equal the average annual net earnings of the business, but not less than \$1,000 nor more than \$20,000. The displaced business is eligible for the payment if the Bureau Manager determines that:

1. The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move; and, the business vacates or relocates from its displacement site.
2. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Bureau Manager determines that it will not suffer a substantial loss of its existing patronage; and
3. The business is not part of a commercial enterprise having more than three other properties/locations which are not being acquired by the Department, and which are under the same ownership and engaged in the same or similar business activities.
4. The business is not operated at the displacement dwelling solely for the purpose of renting the dwelling to others.
5. The business is not operated at the displacement site solely for the purpose of renting the site to others.
6. The business contributed materially to the income of the owner or operator of the business during the 2 taxable years prior to displacement. The term "contribute materially" means that during the 2 taxable years prior to the taxable year in which displacement occurs, or during such other period as the Bureau Manager determines to be more equitable, a business or farm operation:
 - a. Had average annual gross receipts of at least \$5,000; or
 - b. Had average annual net earnings of at least \$1,000; or
 - c. Contributed at least 33 1/3 percent of the owner's or operator's average annual gross income from all sources.
 - d. If the application of the above criteria creates an inequity or hardship in any given case, the Bureau Manager may approve the use of other criteria as determined appropriate.

DETERMINING THE NUMBER OF BUSINESSES

In determining whether two or more displaced legal entities constitute a single business which is entitled to only one fixed payment, all pertinent factors shall be considered including the extent to which:

- a. The same premises and equipment are shared;
- b. Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled;
- c. The entities are held out to the public, and to those customarily dealing with them, as one business; and
- d. The same person or closely related persons own, control, or manage the affairs of the entities.

FARM OPERATION

A displaced farm operation may choose a fixed payment, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, in an amount equal to its average annual net earnings but not less than \$1,000 nor more than \$20,000. In the case of a partial acquisition of land which was a farm operation before the acquisition, the fixed payment shall be made only if the Bureau Manager determines that:

1. The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or
2. The partial acquisition caused a substantial change in the nature of the farm operation.

NONPROFIT ORGANIZATION

The term "nonprofit organization" means an organization that is incorporated as a nonprofit organization under the laws of New Jersey or other State jurisdiction, and is exempt from payment of Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C.501).

A displaced nonprofit organization may choose a fixed payment of \$1,000 to \$20,000 in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, if the Bureau Manager determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A nonprofit organization is assumed to meet this test, unless the Bureau Manager demonstrates otherwise. Any payment in excess of \$1,000 must be supported with financial statements for the two 12 month periods prior to the acquisition. The amount to be used for the payment is the average of 2 years annual gross revenues less administrative expenses.

AVERAGE ANNUAL NET EARNINGS OF A BUSINESS OR FARM OPERATION

The average annual net earnings of a business or farm operation are one half of its net earnings before Federal, State and local income taxes during the 2 taxable years immediately prior to the taxable year in which it was displaced. If the business or farm was not in operation for the full 2 years prior to displacement, net earnings shall be based on the actual period of operation at the displacement site during the 2 taxable years prior to displacement, projected to an annual rate. Average annual net earnings may be based upon a different period of time when the Bureau Manager determines it to be more equitable. Net earnings include any compensation obtained from the business or farm operation by its owner, the owner's spouse, and dependents. The displaced person shall furnish the Bureau Manager proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence which the Bureau Manager determines is satisfactory.

PROCESSING APPLICATIONS (DISTRICT)

The displaced business, farm or non-profit organization shall make application for the fixed payment by submitting form RE-180 (Supplement No. 26).

When an application for fixed payment is received in the District Property and Relocation Office, it shall be reviewed for completeness and accuracy.

The District (only after consulting with the Headquarters Bureau Manager), may reject the application in writing. In such an event, the rejection letter must set forth the reasons for the rejection. Alternatively, the District may approve the application forwarding it to the Bureau Manager after completing the analysis section of Form RE-180, together with the income tax returns or other accounting documentation submitted by the occupant.

DISTRICT ANALYSIS STATEMENT

The District statement in support of its approval or disapproval must contain an analysis and comments regarding each of the items as listed under Requirements for Eligibility Entitlements.

Income tax returns and similar records submitted are to be kept in strict confidence. No copies shall be kept in the District Property and Relocation Office and no other use shall be made of them.

HEADQUARTERS PROCESSING OF APPLICATIONS (ACCOUNTING OFFICE AUDIT)

The Property and Relocation Bureau Manager shall forward the application with narrative written statement and certified tax returns or other alternate income documentation, to the Bureau of Accounting. The Accounting Bureau will review the income tax returns and upon development of the average 2 year net earnings, will complete the certificate section of the application and processing form and return it to the Property and Relocation Bureau Manager, together with the documentation submitted. Both the application, tax returns and other income records will remain a part of the permanent case file.

PROCESSING CLAIM FOR PAYMENT

The Property and Relocation Bureau Headquarters will notify the applicant of the amount to which he is entitled and forward a State invoice.

To secure payment, the applicant must forward the completed invoice to the Department after which a post-relocation inspection will be made to determine if the claimed discontinuance or relocation actually took place and the premises have been properly vacated. Upon certification by District Property and Relocation representatives as to the discontinuance or relocation, the invoice may be processed through the Bureau Manager to the Bureau of Accounting for payment of the claim after a Commission Action has been approved.

RE-ESTABLISHMENT EXPENSES - NONRESIDENTIAL MOVES

A small business (a business having at least one, but not more than 500 employees working at the site being acquired), farm or nonprofit organization may be eligible to receive a payment, not to exceed \$10,000, for expenses actually incurred in relocating and re-establishing such small business, farm or nonprofit organization at the replacement site.

ELIGIBLE EXPENSES

Re-establishment expenses must be reasonable and necessary, as determined by the Bureau Manager. They may include, but are not limited to the following:

1. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.
2. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
3. Construction and installation costs, not to exceed \$1,500 for exterior signing to advertise the business.
4. Provision of utilities from right of way to improvements on the replacement site.
5. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, panelling or carpeting.
6. Licenses, fees and permits when not paid as part of moving expenses.
7. Feasibility surveys, soil testing and marketing studies.
8. Advertisement of replacement location, not to exceed \$1,500.
9. Professional services in connection with the purchase or lease of a replacement site.
10. Estimated increased costs of operation during the first 2 years at the replacement site, not to exceed \$5,000 for such items as:
 - a. Lease or rental charges.
 - b. Personal or real property taxes.
 - c. Insurance premiums.
 - d. Utility charges, excluding impact fees.

11. Impact fees or one time assessments for anticipated heavy utility usage.
12. Other items that the Bureau Manager considers essential to the re-establishment of the business.
13. Expenses in excess of the regulatory maximums may be considered eligible if large and legitimate disparities exist between costs of operation at the displacement site and costs of operation at an otherwise similar replacement site. In such cases, the regulatory limitation for reimbursement of such costs may be waived by the Bureau Manager, but in no event, shall total costs payable exceed the \$10,000 statutory maximum.

INELIGIBLE EXPENSES

The following is a non-exclusive listing of re-establishment expenditures not considered to be reasonable, necessary or otherwise eligible:

1. Purchase of capital assets, such as, office furniture, filing cabinets, machinery or trade fixtures.
2. Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
3. Interior or exterior refurbishments at the replacement site which are for aesthetic purposes.
4. Interest on money borrowed to make the move or purchase the replacement property.
5. Payment to a part time business in the home which does not contribute materially to the household income.

DISTANCE OF MOVE

Exceptions to the 50 mile limitation must be approved by the Property and Relocation Bureau Manager.

DISTANCE OVER 50 MILES

Except where previously approved by the Bureau Manager, if a move is in excess of 50 miles, bills presented for payment must have the costs separately itemized and the amount of the extra costs attributable to travel distance over 50 miles.

OFFER OF MOVING REIMBURSEMENT

Supplementing public information notices, letters, and brochures previously made, all occupants shall personally be tendered an explanation of the moving reimbursement amounts and options available to them as well as the requirements to secure such reimbursement.

The explanations shall be made as a part of the initial personal contact, at which time occupants are also informed of additional relocation benefits, services and payments to which they appear entitled.

As part of his personal explanation, the Relocation Officer shall tender a moving reimbursement application, Form RE-201 (Supplement No. 23) and invoice, and offer assistance to the occupant in completing the application, verifying in his call data that the moving reimbursement application has been tendered. A written confirmation of such tender of moving reimbursement shall be provided to the occupant on Form RE-170 (Supplement No. 21).

DIRECT PAYMENT TO MOVER

By written arrangement between the State, the relocatee, and the mover, the relocatee may present an unpaid bill directly to the State for payment to the mover.

PARTIAL TAKINGS

In partial takings, removal from the taking area to the remainder or to another location, as appropriate, shall be considered an eligible relocation, provided however, that the relocation is necessitated by the acquisition.

TYPE OF INTEREST ACQUIRED

The type of property interest acquired by the State, fee or easement, does not affect eligibility if the personal property must be relocated.

OWNER RETENTIONS

When an owner retains his or her dwelling, the cost of moving it onto the remainder or to a replacement property is not eligible for moving cost reimbursement.

DELIVERY OF PAYMENT CHECKS

The person or persons establishing and/or approving moving cost payments shall not deliver the payment to the relocatee.

COMPETITIVE ESTIMATE BASIS FOR MOVING REIMBURSEMENT PAYMENTS

Payment to those occupants electing not to avail themselves of the fixed payment schedule and for all business, farm or non-profit organization moves shall be accomplished as follows:

The Department will secure in advance of the move at least two firm independent bids of the cost of moving, from licensed movers, on Mover's and Contractor's Estimate Affidavit, Form RE-190 (Supplement No. 22). The Relocation Officer shall review the bids, together with the signed Movers and Contractors Affidavit. Movers and Warehousemen.

Public movers in New Jersey are regulated by the New Jersey State Advisory Board of Public Movers and Warehousemen. This Board may be contacted regarding mover's transportation and storage charges. Each mover must file a schedule of charges with the Board on a semi-annual basis.

Before approval of a moving cost estimate (and preferably at the time of early personal relocation contacts), the Relocation Officer shall make an on-site inspection of the personal property to be moved and transmit his findings to the Property and Relocation Supervisor.

In those instances of a complex business relocation, specifications shall be developed in consultation with the Headquarters Office. It is beneficial to also contact the movers for discussion of their bids.

In cases involving large sums of money or complicated moves, if deemed necessary, the Department may secure additional independent bids. The check estimate procedure may be performed by State personnel if there are qualified persons among the staff.

Following review of the bids, the District Property and Relocation Officer (where over \$5,000 subject to the approval of the Bureau Manager) shall notify the eligible occupant, in writing, that he may proceed on the basis of the low bid. The Bureau Manager's approval of the payment is required in any instance where an occupant moves prior to written authorization.

REQUIRED BID FORMAT

Competitive moving bids shall contain sufficient information to indicate the business being moved, the quantities of personalty, the origin and destination, as well as the mover or contractor performing the move. The intention is to provide sufficient information to permit the Property and Relocation Bureau representatives to analyze the move and to audit the costs submitted to be certain they are competitive.

For these purposes, all moving and/or reinstallation bids shall include at a minimum:

1. The nomenclature and description of goods to be moved and/or to be reinstalled.
2. Applicable pricing factors by unit, weight, and/or hourly rate for cartage, labor, equipment and materials.
3. Present location of goods to be moved.
4. Destination of move.

CERTIFIED INVENTORY

All movers' and tradesmen's bids submitted must be accompanied by State Affidavit and Certification Form RE-190. Additionally, owners of all displaced businesses must submit Form RE-201 (Supplement No. 23) including a "certified inventory" of the items to be actually moved.

Understandably, inventories fluctuate in operating businesses, sometimes depleting, sometimes enlarging, from the date of the bid to the date of the actual move. For this purpose, "pre-move" and "post-move" inspections shall be conducted.

INVENTORIES - GUIDELINES

For an actual cost business move an inventory is a required prerequisite. A decision must be made as to the type of inventory needed. The type of inventory that businesses take at the end of each tax year is not the type required or needed. That type is a listing of all goods on hand available for sale. For moving purposes, an inventory of everything intended to be moved, not just goods for sale, is needed. It is most beneficial if this inventory cites the quantity and description of each item to be moved.

The estimated quantity of a good by volume or weight is as important as its identification.

EXAMPLE

1. A table may be a small lamp table weighing about 10 pounds and having a cubic volume of about 8 cubic feet; or a table may be 1,000 pound steel work surface used in a machine shop. An inventory that cites only the word "table" is not adequate

BETTER

- a. One small wooden lamp table - estimated at 10 pounds and 8 cu. ft.
 - b. One heavy metal table 4' x 12' and 3' high, estimated weight 1/2 ton.
2. An inventory listing one item to be moved as Scrap Metal is not an adequate description. The quantity or volume and approximate weight that is proposed to be moved might be 10 pounds or 1,000 pounds or 10 cubic yards.

Both the Weight and Size of "bulk" items is crucial to moving cost estimating. Too often the requirement to obtain an inventory of the personal property to be moved is viewed as a pointless bureaucratic hurdle to be overcome with a minimum of effort. On the contrary, if you perceive the inventory as a productive control step, the effort to prepare a good inventory is highly worthwhile.

In most instances, it is best for the relocation officer to prepare the inventory accompanied by the relocatee. As an alternate, a thorough field review of an inventory prepared by the relocatee will be acceptable. In either case, note and identify any unusual item by estimated weight, size and/or quantity or volume.

If an inventory is extensive or items are spread over several floors or buildings, the inventory should note the location of the items. This type of information will assist in locating goods. It will also be helpful to the mover for bidding purposes, since it is more costly to move items from upper floors compared with a ground level access.

It is quite common that during the inventory phase the occupant will discuss a preference of moving options (i.e. commercial move, self move or some combination). During the inventory process is an ideal time to discuss the pros and cons of the various alternatives.

When reviewing or preparing an inventory, reasonable care should be used to delete items of real property compensated for and included in the appraisal. Moving costs are available only for items of personal property not included in the compensation paid to or offered to the owner(s). The relocation officer responsible for the inventory should refer to the approved real estate appraisal to assure items included in the real estate value are not included in the inventory of items to be moved.

An inventory for light or heavy industrial properties will normally include items termed "M & E" (Machinery and Equipment). These are usually those items not classed as realty used in the production or manufacture of a product. It is important that the person taking the inventory not include any item which was included in the appraisal of the realty. Because many M & E items are high value items, coordination between the inventory and the appraisal is imperative.

If machinery or equipment is involved, the inventory phase can be useful in obtaining information from the relocatee on possible options for moving the unit; who installed or can move the unit; what is involved in servicing or re-installing the unit.

The inventory phase is also an ideal time to identify items that will be abandoned; or for which a substitute will be purchased. The procedure for these options can then be pursued.

Items that may possibly cost more to move than their worth may be identified. The degree of packing services; insurance requirements; and the identification of hazardous materials can be noted during the inventory phase. Any such instances should be brought to the attention of the Bureau Manager for resolution.

When bids are obtained from commercial movers a copy of the inventory should be provided to the bidders. This will be the basis of competitive bids obtained for the move. The inventory should maintain consistency between the mover's bids. If the relocation officer does not accompany the mover on their site inspection, the movers should be asked to specify any items included in their bids not shown on the inventory. It is desirable that their bids acknowledge receipt of the inventory.

Subsequent to the actual move, it is prudent to again review the inventory to establish what may have already been moved, sold or otherwise disposed of. Substantial changes from the pre-move inventory should be addressed relative to their effect on cost.

The inventory stage of the moving process is a valuable one. Early involvement of the relocation officer in the inventory is beneficial.

There are conceivable situations when an inventory will change daily (e.g. contents of a produce warehouse). In these instances, it may be necessary to obtain bids based on a "typical" (average) inventory, then adjust the payment based on the true inventory of the actual move.

Inventories are often viewed as fixed, i.e. once an inventory of property is received from the relocatee, it does not change. This may be true for items such as furniture or machinery. But it is not true for many situations.

TIPS ON PERFORMING AN INVENTORY

1. Draw a floor layout. It can be a simple free hand sketch showing location of major items, access routes or approximate measurements.
2. Take photos of all major items or groups of items.
3. The inventory should be performed in cooperation with the business operator.
4. Ask questions about unfamiliar items or intentions of the business: How is this fastened? Can it be dismantled? Do you plan to sell it rather than move it?

5. Don't rely on "paper" inventory that many businesses maintain on a continuous basis. Take a physical count.
6. Use specific units of measure to describe items or express quantities, such as: 6-8' metal shelves; not 6 shelves. Use cubic feet (CF), linear feet (LF), or pounds (Lbs.)
7. Note the condition of items or special circumstances that are relevant to move method or cost. For example: machine anchoring, delicate gloss display racks, machines requiring special leveling and balancing.
8. Do not feel compelled to define special move methods or solve move problems while taking the inventory. This is the task when writing specifications.
9. Note items that are questionable as to status as personal or real property. Resolve these questions before estimates or bids are secured.
10. Describe items sufficiently so that the mover can identify them. Use headings which will group associated items or major areas of the premises.
11. Do not accept that items or material are too scattered, diverse, disorganized or intermixed to take an accurate count. Anything tangible can be described and quantified.
12. The inventory of any ongoing business will change, sometimes significantly, before the move occurs. Anticipate this by flagging items that you or the business operator think will change.
13. Have the inventory typed. Not everyone can read your handwriting, particularly when a clipboard is used.
14. Ask the business to certify to the correctness of the inventory as of the date it is performed.
15. Flag items which are potential candidates for direct loss of tangible personal property claim. Discuss this possibility with the business operator.
16. Perform a final inventory just before the move takes place. This is a critical task. There should be prior agreement to adjust the move reimbursement (up or down) to reflect significant additions or reductions.

ESTIMATE REVIEWS AND RECOMMENDATIONS

All moving bids shall be on-site and office reviewed by the assigned Relocation Officer and, as appropriate, with higher authority. The goal is to the maximum extent possible to compare one estimate against the other to verify the accuracy of the bids as well as to determine which is most reasonable.

EVALUATING BIDS

After receiving several bids for a move, they will need to be evaluated to determine if the price quotes are reasonable for the service needed and determine if the appropriate degree of service is outlined in the work proposal. A few guidelines will help.

First of all - - did you get what you asked for? Check to see that you have a bid and not an estimate or some other form of quote.

If the move is large, make sure the mover has provided you with sufficient detail to evaluate the bid. You may request a breakdown of cartage, labor, equipment and material. This will enable you to recognize differences between bids.

If the move is extensive - - several buildings, floors or sections - - have the mover provide a detailed breakdown of cost per division. This is especially useful if the inventory has been similarly divided.

Lastly, did the mover include all personal property. It is useful to ask the mover to acknowledge receipt of the inventory and attach a copy to the bid.

Prior to any moving authorization, and following the field and office reviews, the Relocation Officer shall prepare a written recommendation to the District Property and Relocation Officer. Desirably, these reports and recommendations shall indicate the date of the on-site field inspection or inspections, the nature and extent of the bid analysis, conclusions and recommendations, any related recommendations, and any related matters which support the conclusions reached.

OCCUPANT NOTIFICATION OF APPROVALS TO MOVE

The Relocation Officer shall notify the occupant in writing of the approval of the bid. The occupant shall be informed that he must notify the State in advance of the date of the move.

MOVE INSPECTION AND SURVEILLANCE STEPS

It is required that all moving expenses be actual, reasonable and necessary. To assure this, the Relocation Officer shall accomplish inspections and provide surveillance commensurate with the complexity of the move.

PRE-MOVE "ON-SITE" INSPECTION

Wherever possible, particularly as relates to complicated business moves, a pre-move inspection within a maximum of 5 days prior to the move, shall be made to assure that the personal property is actually on the premises. The purpose is to ascertain, to the extent practicable, that the inventory has not been previously sold and therefore, although included in the original bid, will not be moved.

MOVING PAYMENT APPROVAL

Claims for moving reimbursement and re-establishment expenses shall be based on actual, reasonable and necessary expenses, provided the amount does not exceed the amount of the approved low bid.

Any instance where the final bill exceeds the bid will require a written explanation from the mover, which should be attached to the bill when payment is requested. Consideration may be given to the mover's supporting documentation of the higher cost based on revised weight, inventory, changed circumstances and other reasons judged legitimate. Such instances require prior review and approval of the Bureau Manager.

Claims for moving reimbursement must be on State invoice Form AR/50/54, accompanied by the mover's receipted bill and the occupant's certified moving reimbursement claim Form RE-92 (Supplement No. 24). Prior to processing the claim to Headquarters, the District Office shall also certify, by post-move inspection, that the occupant has actually vacated the premises.

POST-MOVE INSPECTIONS

Following the vacation of the premises by the business and prior to the approval of the voucher for payment, the relocation officer shall inspect the premises vacated to be certain that only items of personalty were removed. He shall also inspect the new location, within a period of 5 days following the move, to determine that the personal property has actually been relocated and re-installed in accordance with the written moving authorization. A written report of the post-move inspection shall then be made.

SPECIAL AFFIDAVITS AND CERTIFICATIONS

All moving reimbursement claims shall be accompanied by notarized certified affidavits from the occupant that the personal property was actually moved. Where movers or tradesmen are involved, they shall also submit notarized affidavits that they actually performed the work authorized and indicated in the claim and that they were paid by the occupant for services performed.

Additionally, the Relocation Officer making the post-move inspection shall submit a signed statement that he personally accomplished the on-site inspections and as to his findings and recommendations. Specifically, he shall also submit a non-conflict of interest statement affidavit that he has no present or contemplated personal interest in the matter and that he will not benefit from the transaction. Further, he shall certify that he does not have any business affiliations with the relocatee and/or any agent employed by the relocatee.

CLAIM APPROVALS

At this point, the moving claim may be endorsed by the District Property and Relocation Officer, recorded in the District log book, and forwarded to the Headquarters Property and Relocation Bureau for processing.

COMMISSION ACTIONS AND TRANSMITTAL TO ACCOUNTING BUREAU

All moving reimbursement re-establishment expense, and fixed payments require Commission Actions authorizing the payment prior to transmitting of invoices to the Division of Accounting for payment. The Commission Action may request multiple approvals.

ALTERNATE DIRECT PAYMENT PLAN

It is permissible, on written arrangement with the Department, for a displaced person to submit unpaid bills for direct payment to the mover, provided such unpaid bills do not exceed the bid previously approved by the State.

SELF-MOVES, BUSINESS, FARMS, NON-PROFIT ORGANIZATIONS

A business, farm or non-profit operation may be authorized to perform the moving of its own personal property under the following conditions:

1. The application shall be made in advance of the move on Form RE-154 (Supplement No. 25) and have been approved by the District Property and Relocation Supervisor. Such applications shall be accompanied by a certified inventory describing the items to be moved.

2. Firm bids shall be obtained by the State from independent professional movers or prepared by qualified estimators on the State's staff. Care shall be exercised to insure that provision has been made in the bids for all allowable costs, including cost of supervision of the move, insurance, equipment rental and permits.
3. The amount to be paid for a self-move shall be based on the lower of two firm bids secured by the State and shall contain:
 - a. an agreement that under no circumstances will an amount greater than that agreed upon be paid,
 - b. a waiver of the right to later claim an additional amount than that agreed upon,
 - c. a provision that no claim for payment shall be honored by the State until the move has been completed,
 - d. any other provisions necessary to protect the interests of the occupant and the State and any other special provisions occasioned by the nature of the move.
4. Upon completion of a self-move, the owner of the displaced business shall support his claim for payment with a list of the items which were actually moved. If the items on the owner's certified inventory deviate to any significant extent from the list of the items actually relocated, the payment will be pro-rated.
5. Claims for payment under a self-move shall be transmitted on Form RE-154 and accompanied by a State invoice form AR50/54. Payment shall not be processed until a post-move inspection has been accomplished, thereby assuring the Department that the occupant has accomplished the move and vacated the premises. Commission Actions are required for self-move payment, as with any other move.

OTHER COST ESTIMATE PROCEDURES - USE OF RECEIPTS

In unusual circumstances where bids cannot be obtained, the owner may be paid his actual reasonable moving costs supported by receipted bills or other evidence of expenses incurred, satisfactory to the Property and Relocation Bureau Manager.

EXPENSE FINDING

The Property and Relocation Bureau Manager may arrange for a qualified Department employee (other than the employee handling the claim) to make an "Expense Finding" not to exceed \$1,000. Payment may be made to the owner of a business upon completion of a self-move, without supporting evidence of actual expenses incurred. These estimates should be based on the actual costs the displacee would incur and not on the amounts a commercial moving firm would charge.

ADVERTISING SIGNS

Advertising signs and billboards fall into two basic categories:

- a. Personal property.
- b. Realty.

SIGNS AS REALTY

Signs which, under State law, are considered as a part of the realty, will be compensated for as part of the purchase price and become the property of the State. As such, as with any other compensable part of the realty, the owner is not entitled to move the sign or to be paid to move it, nor is he entitled to payment for loss of tangible personal property.

SIGNS CLASSIFIED PERSONALTY

Signs classified as personal property will not have been paid for or acquired by the State. The owner of a displaced advertising sign which is personal property is eligible to receive payment for moving the sign and for actual direct loss of tangible property when he is entitled to move the sign and does not. The amount of the tangible property loss will be the lesser of:

- a. the depreciated reproduction cost of the sign as estimated by the Property and Relocation Bureau, less the proceeds from its sale; or
- b. the estimated cost of moving the sign, but with no allowance for storage.

ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT SIGN SITE

All owners of signs (personalty or realty) except those owned by and located on a business or farm being displaced and, therefore, considered items of the business or farm, may be reimbursed for actual reasonable expenses not to exceed \$1,000 in searching for a replacement sign site.

SIGN SITE VIOLATIONS

A sign that is otherwise eligible for moving and related payments will not be eligible if it is moved to a site in violation of any State, Federal or local regulations.

MOVING REIMBURSEMENT PROCEDURES FOR ADVERTISING SIGNS

The Property and Relocation Officer shall inventory all sign situations and tender an offer of moving eligibility in accordance with the standard procedure.

The amount of moving reimbursement as in any other business move, shall be by competitive bids. Exceptions will be dealt with by the Property and Relocation Bureau Manager on an individual basis.

NEGOTIATED AMOUNT

In instances where the cost of relocating a sign, where the cost would be disproportionate or even exceed its value, as with items of "low value and high bulk", if the sign owner is agreeable, he may be paid a negotiated amount not to exceed the sign value in place, less salvage value, if any. The sign owner could then remove or abandon the sign at his option.

In negotiating a sign payment, consideration is to be given to the cost of disposal if the sign is abandoned by the owner. No payment shall be made to a sign owner for the value of a sign in place until it has actually been removed by the owner, or alternatively, the proposed payment has been adjusted to reflect the State's anticipated cost to remove the sign.

In "negotiated amount" instances, the files shall be documented to show that the negotiated settlement for the value in place of the sign does not exceed the amount that it would have cost to dismantle, move and re-erect the sign to the nearest legally available comparable site, or the owner's place of business, with the maximum moving costs being limited to the cost of moving the sign a distance of 50 miles.

TANGIBLE PERSONAL PROPERTY LOSSES FOR SIGNS

The documentation required for reimbursement for these items and the method of tendering the owners their notices and offers shall be the same as for any other business.

SECTION XI MOBILE HOMES

MOBILE HOMES - APPLICABILITY

This section describes the requirements governing the provision of relocation payments to a person displaced from a mobile home and/or mobile home site who meets the basic eligibility requirements of this section. Except as modified by this section, such a displaced person is entitled to a moving expense payment and a replacement housing payment to the same extent and subject to the same requirements as persons displaced from conventional dwellings.

MOVING AND RELATED EXPENSES - MOBILE HOMES

A homeowner occupant displaced from a mobile home or mobile homesite is entitled to a payment for the cost of moving his or her mobile home on an actual cost basis. A non-occupant owner of a rented mobile home is eligible for actual cost reimbursement. However, if the mobile home is not acquired by the Department, but the homeowner occupant obtains a replacement housing payment, the owner is not eligible for payment for moving the mobile home, but may be eligible for a payment for moving personal property from the mobile home.

The following rules apply to payments for actual moving expenses:

- a. A displaced mobile homeowner, who moves the mobile home to a replacement site, is eligible for the reasonable cost of disassembling, moving, and reassembling any attached appurtenances, such as porches, decks, skirting and awnings, which were not acquired, anchoring of the unit, and utility "hook-up" charges.
- b. If a mobile home requires repairs and/or modifications so that it can be moved and/or made decent, safe, and sanitary, and the Department determines that it would be economically feasible to incur the additional expense, the reasonable cost of such repairs and/or modifications is reimbursable.
- c. A non-returnable mobile home park entrance fee is reimbursable to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Department determines that payment of the fee is necessary to effect relocation.

REPLACEMENT HOUSING PAYMENT FOR 180 DAY MOBILE HOMEOWNER OCCUPANTS

A displaced owner occupant of a mobile home is entitled to a replacement housing payment, not to exceed \$22,500 if:

- a. The person both owned the displacement mobile home and occupied it on the displacement site for at least 180 days immediately prior to the initiation of negotiations;
- b. The person meets the other basic eligibility requirements; and
- c. The Department acquires the mobile home and/or mobile home site or the mobile home is not acquired by the Department but the owner is displaced from the mobile home because the Department determines that the mobile home:
 1. Is not and cannot economically be made decent, safe and sanitary; or
 2. Cannot be relocated without substantial damage or unreasonable cost; or
 3. Cannot be relocated because there is no available comparable replacement site; or
 4. Cannot be relocated because it does not meet mobile home park entrance requirements.

If the mobile home is not acquired, and the Bureau Manager determines that it is not practical to relocate it, the acquisition cost of the displacement dwelling used when computing the price differential amount, shall include the salvage value or trade in value of the mobile home, whichever is higher.

REPLACEMENT HOUSING PAYMENT FOR 90 DAY MOBILE HOME OCCUPANTS

A displaced tenant or owner occupant of a mobile home is eligible for a replacement housing payment, not to exceed \$5,250. if

- a. The person actually occupied the displacement mobile home on the displacement site for at least 90 days immediately prior to the initiation of negotiations.
- b. The person meets the other basic eligibility requirements.
- c. The Department acquires the mobile home and/or mobile home site, or the mobile home is not acquired by the Department but the owner or tenant is displaced from the mobile home because of other circumstances.

ADDITIONAL RULES GOVERNING RELOCATION PAYMENTS TO MOBILE HOME OCCUPANTS

REPLACEMENT HOUSING PAYMENT BASED ON DWELLING AND SITE

Circumstances surrounding both the mobile home and mobile home site must be considered when determining a replacement housing payment. For example, a displaced mobile home occupant may have owned the displacement mobile home and rented the site or may have rented the displacement mobile home and owned the site. Also a person may elect to purchase a replacement mobile home and rent a replacement site, or rent a replacement mobile home and purchase a replacement site. In such cases, the total replacement housing payment shall consist of a payment for a dwelling and a payment for a site. However, the total replacement housing payment shall not exceed the maximum payment provided herein.

COST OF COMPARABLE REPLACEMENT DWELLING

If a comparable replacement mobile home is not available, the replacement housing payment shall be computed on the basis of the reasonable cost of a conventional comparable replacement dwelling.

If the Bureau Manager determines that it would be practical to relocate the mobile home, but the owner occupant elects not to do so, the Bureau Manager may determine that, for the purpose of computing the price differential, the cost of a comparable replacement dwelling is the sum of:

1. The value of the mobile home,
2. The cost of any necessary repairs or modifications to the mobile home, and
3. The estimated cost of moving the mobile home to a replacement site.

INITIATION OF NEGOTIATIONS

If the mobile home is not actually acquired, but the occupant is considered displaced, "initiation of negotiations" is the initiation of negotiations to acquire the land, or, if the land is not acquired, the written notification that he or she is a displaced person.

PERSON MOVES MOBILE HOME

If the owner is reimbursed for the cost of moving the mobile home, he or she is not eligible to receive a replacement housing payment to assist in purchasing or renting a replacement mobile home. The person may, however, be eligible for assistance in purchasing or renting a replacement site.

PARTIAL ACQUISITION OF MOBILE HOME PARK

The acquisition by the Department of a portion of a mobile home park property may leave a remaining part of the property that is not adequate to continue the operation of the park. If the Department determines that a mobile home located in the remaining part of the property must be moved as a direct result of the project, the owner and any tenant shall be considered a displaced person who is entitled to relocation payments and other assistance.

SECTION XII APPEALS

APPEAL OF AGENCY DETERMINATION ACTIONS WHICH MAY BE APPEALED

Any aggrieved person may file a written appeal, regardless of form, with the Department in any case in which the person believes that the Department has failed to properly consider the person's application for assistance. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a relocation payment.

The appeal must be initiated within ninety (90) days after the person receives written notification of the Department's determination on the person's claim. The written appeal should be addressed to the Right of Way District Supervisor. If the matter is not resolved to the person's satisfaction, the person may request an in-person review by writing to the NEW JERSEY DEPARTMENT OF TRANSPORTATION, 1035 Parkway Avenue, CN600, Trenton, NJ 08625, ATTENTION; Director of Right of Way, who is the Commissioner's authorized designee to hear appeals.

A person has the right to be represented by legal counsel or other representative in connection with the appeal, but solely at the person's own expense. The person shall be permitted to inspect and copy all materials pertinent to the appeal, except materials which are classified as confidential by the Department. The Department may impose reasonable conditions on the person's right to inspect, consistent with applicable laws. In deciding an appeal, the Department shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal.

Within 30 calendar days after receipt of all information submitted by a person in support of an appeal, the Department shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the Department shall advise the person of his or her opportunity to request a contested case before the Office of Administrative Law.

SECTION XII

PROPERTY MANAGEMENT RENTALS AND SALES

RENTAL AUTHORITY

N.J.S.A. 27:7-21.4 et seq., permits the rental of property acquired by the Department to any person or public body pending commencement of construction of the improvement.

RENTAL OF LAND OR IMPROVEMENTS

After possession and/or ownership of a property is obtained by the State, the Property and Relocation Bureau may arrange for the temporary rental of such properties during the interim between acquisition and the necessary clearance of right of way for highway construction and/or other proposed uses.

For purposes of this manual, the date of acquisition is defined as occurring after delivery of a deed and payment to the owner where a property has been acquired by agreement. In an acquisition by a condemnation action, ownership shall be considered to have taken place where pursuant to the Statute, R. S. 20:1.1 et seq., a condemnation action including a Declaration of Taking with Court Deposit has been accomplished and the owner remains in occupancy more than 20 days after service of notice of the deposit.

RENTAL OBJECTIVES AND POLICY

It is the Department's intention to provide maximum relocation assistance and to assure that no residential occupant is displaced unless comparable replacement housing has been made available. Business properties may also be rented. Occupants of acquired properties shall be given priority and permitted to remain in occupancy by means of a lease if decent, safe and sanitary housing is not available at the time of State acquisition or, if, time permitting, the occupant's own replacement facilities are not available on the acquisition date.

ESTABLISHMENT OF RENT RATES (For Displaced Families & Businesses)

Whenever an application for a lease is received from a person displaced by a Transportation Department project, the Bureau of Property and Relocation shall establish a fair rent rate for the unit to be leased.

The fair rent rate shall normally be the average rent paid for the unit over the past 12 months prior to the State acquisition. The fair rent rate shall further take into consideration the condition of the property, the condition of the project area, and the terms and conditions of the occupancy arrangements made with the State.

The fair rent rate shall normally be the maximum rental charged to the occupants of the acquired property and to any subsequent lessees. Further, it shall not exceed the fair market (economic) rent for similar properties in the subject area.

(For Non-Renting Single Family Owner Occupants)

Rent rates for owner occupants shall be based on the economic rent being paid for similar units in the area.

Justification for rent adjustments diverging from the average rent paid over the past 12 months shall be accomplished in writing by a qualified Property and Relocation Bureau specialist and approved by the District Property and Relocation Supervisor. The documentation shall become a part of the file and also be made a part of the Commission Action requesting approval of the lease.

ADJUSTMENTS

Rental adjustments may be made if the historic 12 months' rent exceeds fair market rent, if the services provided are less than the occupant previously received, if the occupant is to provide services for the State, or for any other condition which can be properly documented.

HARDSHIP

The Property and Relocation Bureau Manager may adjust historic rental rates because of demonstrated hardship. In the case of residential occupants, the rent rate shall not exceed the ability to pay standards established by the Property and Relocation Bureau as part of the relocation program, i.e. 30% of the families gross monthly income.

**ESTABLISHMENT OF RENT RATES
(To Other Public Organizations and Agencies)**

The statute permits the Commissioner to rent to other agencies and public organizations, for public purpose, without cost or at nominal cost. Where property is rented for public purposes, the rental rate shall be approved by the Bureau Manager.

(To Individuals Outside of Public Projects)

In leases involving persons not displaced by a project, the final rental rate shall be established as a result of public auction. If the property is available for rent, the Property and Relocation Bureau Manager shall establish, after consultation with the Appraisal Bureau, a documented estimate of economic rent.

This amount, taking into consideration the terms and conditions of the proposed occupancy, shall formulate the minimum bid. Auctions and prior public notices shall be accomplished in accordance with public auction procedures.

APPLICATION TO RENT

(Displaced Persons, Families and Businesses)

Displaced persons and businesses eligible to rent shall, upon indicating a desire to remain in occupancy after State acquisition, be furnished a "Dwelling Lease Occupancy Agreement", Form RE-156 (Supplement No. 27), alternatively, a commercial lease occupancy agreement, form RE 156(a) (Supplement No. 28).

The Dwelling and Commercial Lease Occupancy Agreements, upon formal execution by the Director of Right of Way, will be the rental arrangement between the occupant and the State.

(Persons, Families or Businesses not Displaced by Public Projects)

Public auctions to persons, families or businesses not displaced, shall only be held after written request and a guarantee of a minimum bid to be paid in advance.

Bidders at the public auction shall agree to pay in advance the first month's rent based on the highest approved bid. At the auction, a Dwelling Lease Occupancy Agreement, Form RE-156, shall be executed by the successful bidder accompanied by the first month's rent.

STARTING DATE OF RENT

The Bureau of Property and Relocation shall establish a starting date for the charging of rent in accordance with the following policy:

1. Tenants of Former Owners

Rents shall accrue and be collected from the first of the month following the acquisition date and shall apply uniformly to all tenants. If the rent has been paid by the tenant to the former owner beyond the date of closing, the prepaid rent to the end of that rental period may be retained by the former owner.

However, when a property is rented by the State, no prepaid rents may be retained by the former owner beyond the first day of the next rental period. Any rent prepaid beyond the rental date shall be collected from the former owner at the time of settlement.

2. Former Owner Occupants

The rent for former owner occupants shall begin the first day of the month following the date of closing. Leases shall begin as of the date of closing and payment so as to establish a landlord-tenant relationship as of the acquisition date. The interim period from the closing date until the first day of the following month shall be on the basis of a one dollar lease unless special circumstances indicate other provisions should be made in the public interest.

3. Other Rental Occupancies

All other rental occupancies either to public agencies or as a result of public auctions shall begin with rent payable as of the first day of the month following the execution of a lease by the State unless specific circumstances indicate that other provisions would best serve the public interest.

FORMAL COMMISSION ACTION APPROVAL OF LEASES

All lease agreements require formal Commission Action and Director's execution of the lease.

LEASE APPROVAL PROCEDURE

Proposed lease agreements signed by the prospective tenants shall be reviewed and processed at the District level to the Property and Relocation Bureau Manager. A Commission Action shall be prepared, signed by the Bureau Manager and forwarded to the Department of Law with copies of the proposed lease in triplicate, for review as to form. After legal review and upon approved by the Director, the Commission Action, together with the proposed lease, shall be forwarded to the Division of Accounting.

NOTIFYING TENANTS

Upon return of the approved Commission Action, and executed lease, the Headquarters Office of the Bureau of Property and Relocation, through its appropriate North-South Area Supervisor, shall notify the proposed tenant, in writing, of the lease approval and forward to the tenant a copy of the executed lease. The letter shall notify the tenant of the date the rent is due, where it is to be paid and of any other pertinent information.

RIGHT OF WAY DIVISION RENTAL RECORDS SYSTEM

By means of the Commission Action, there will have been established a double entry bookkeeping system of leases approved and rentals due, one within the Right of Way Division and one in the Division of Accounting. The lease accounts may thereby be continuously audited by the Division of Accounting.

It is essential that an accurate and permanent accounting be maintained of all rental income due, collected and expended. The Property and Relocation Bureau Manager shall therefore establish at least the following internal records:

1. Master Rental Log

A master rent control log Form RE-160 (Supplement No. 29), of all leases and rent collections shall be established in duplicate, one set in the Bureau Headquarters and one set in the appropriate District Office.

2. Individual Parcel Rental Record Form

An individual parcel rental form shall be maintained for each lease account, Form RE-157 (Supplement No. 30). It shall be prepared in triplicate and distributed as follows:

- a. original retained in Headquarters Office, Bureau of Property and Relocation;
- b. duplicate forwarded to District Property and Relocation Officer,
- c. triplicate to District Project Supervisor responsible for rental collections.

All individual parcel rental records, shall include rentals due, rentals paid, rentals overdue, collection efforts and emergency repair actions and expenditures. A separate rental account number identifying each lease agreement shall be established as follows:

1. Upon formal approval of the lease by the Director, a rental account number will be assigned to each unit rented within a parcel. This account number shall remain constant even though a unit is vacated and then re-occupied. The account number shall be indicated in all Commission Actions and on both the master rental control log and the individual parcel rental form.
2. A new individual parcel rental record form will be prepared for each new incoming tenant and a number suffix added to the account number. For example:

On Route 78, Section 4, Parcel 38, there is a 3 family dwelling. As of the date of acquisition, all three units are then leased to the former occupants and account numbers are established as follows:

First Floor	Account No. 78-4-38-1
Second Floor	Account No. 78-4-38-2
Third Floor	Account No. 78-4-38-3

Subsequently, the first and second floor tenants move out and a new lease is made for re-occupancy of the first floor unit. The account number would then be 78-4-38-1A.

By this process, regardless of the number of units within a parcel and the number of leases and re-occupancies, there is always an account number for each lease which can routinely be audited by the Division of Accounting.

POSTING RENTS DUE

On the last day of each month, the Property and Relocation Bureau Headquarters Office will calculate for each rental account, the monthly rent due plus the amount of any unpaid past rent.

This is the amount the District Office is to collect from each tenant. The amounts will be posted on the Individual Parcel Rental Form. The rental inventory and accounting process shall be adapted to a computer spread sheet application as one becomes available.

CONTROL OF RENTAL COLLECTIONS

Individual pre-numbered receipts shall be used in collecting rents. These receipts are to be in triplicate and on an approved State form. They shall show the Route, Section, Parcel, Federal-aid number, if applicable, as well as the individual rent "account number", the name of tenant, amount collected, period covered, and the nature of any charges.

The original of the receipts will be given to the tenant. Duplicates will be removed from the machine and used for Right of Way Division accounting purposes. The triplicates will be attached to and filed with a duplicate of the daily "bank deposits" to the Department's Cashier.

(Machine Receipts)

The pre-numbered receipts are to be used in a UARCO register or similar type machine register. Although the payment in cash is discouraged, there may be instances where payment is made in cash. This type machine has a cash drawer that can only be opened when a receipt is issued or with a key which is in the possession of an authorized bonded employee. Since each receipt is numbered and must be accounted for, the control over cash in the drawer is positive.

(Rent Receipt Format Instructions and Requirements)

Rent receipts are important documents which formulate a part of the State's rental accounting procedure. They are subject to constant external audit. Any errors and/or omissions require immediate reconciliation.

Rent receipts shall be completed in ink. Erasures are not permitted. All items on the form must be completed in full. Dates must be accurate and the month written (March 18, 1989). The rent paid, as on a check, shall be both written and in numbers - rent paid: one hundred and 00/100 dollars - \$100.00.

The Property and Relocation Bureau Manager shall issue internal instructions and cause to be accomplished sufficient internal audits to assure that rent receipts are at all times correctly and completely prepared.

(Rent Collection Points)

Rents shall, wherever possible, be mailed or brought to the District Office or Project Relocation Site Office, as applicable.

(Bonding of Rent Collectors)

The Bureau Manager shall maintain a list of Property and Relocation personnel authorized to collect rents and/or to otherwise handle rental collections and receipts. This list shall be forwarded to the appropriate Departmental office with a request that the employees be bonded.

HANDLING OF DEPOSITS (Mandatory Same Day Deposits)

Income from all rental sources shall be deposited daily. All deposits shall be made to the Departmental Cashier in accordance with Departmental Operating Procedure No. 4.501H Cash Receipts - Invoicing, and shall be accompanied by the triplicate copy of the machine numbered receipts. Duplicate records shall be furnished to the Property and Relocation Bureau for posting to the Headquarters rent records.

Where distance and the hour of collection and/or the amount of cash collected warrants interim arrangements, the receipts shall be deposited in exchange for certified bank checks at banks handling State accounts. The certified bank checks shall then be deposited with the Departmental Cashier.

CASH ACCOUNTING RESPONSIBILITY

Since all cash deposits and all disbursements are made through the Division of Accounting, that Division has the responsibility to maintain the official rental account records and shall furnish the Right of Way Division with monthly reports of deposits of rent receipts, disbursements, balances and overdue and uncollected rental amounts. Such records are to be furnished by individual rental account, by parcel total, and by project. The Division of Accounting shall further establish and maintain any other rental cash control system it deems necessary to provide accurate and prompt reports required by the Right of Way Division.

SEPARATE ACCOUNT NUMBER

All rent collections deposited with the Departmental Cashier shall be identified by a specially approved rental deposit account number from which expenses to maintain and manage the rental properties may later be deducted.

COLLECTION OF DELINQUENT RENTS

Delinquent rents shall be handled as follows:

1. All rents will become due as of the first of each month and must be paid no later than the 10th of each month.
2. No extension will be granted past the 10th of the month except for justifiable cause. Application for such extension must be initiated by the tenant.
3. On the 10th of each month, a letter shall be mailed to any delinquent tenant calling their attention to the delinquency and requesting payment in three days or legal action will follow. Copies of such communications shall be furnished the Division of Accounting.
4. On the 15th of each month a letter shall be mailed to any delinquent tenant calling attention to the "Eviction Policy" and that legal action to compel a move for failure to pay rent will result unless payments are made no later than the 20th of the month and kept current thereafter. Copies of such communications shall be furnished the Division of Accounting.
5. On the 1st of each month, following a total delinquency, a 30 day notice to quit and demand for possession shall be issued to any tenants who have failed to respond. Such 30 day notices shall be conditioned on the requirement that the required 90 day notice has expired.

6. After 60 days, all rent delinquencies should be referred to the Legal Division for collection and/or eviction action through court procedure. The Property and Relocation Bureau Manager shall arrange to meet with, as required, the Division of Accounting and the Legal Division for a review of any rents in arrears which exceed \$500.00.
7. In all cases where a tenant moves either voluntarily or through eviction action owing rent, the case may be referred to the Legal Division for collection, if the amount so warrants.

WRITING OFF DELINQUENT RENTS

Diligent effort shall be made to collect all rents. Nevertheless, inevitably there may be some accounts which are uncollectible or uneconomical to pursue.

If, after persistent efforts have been taken to collect these rents and after consultation with the Legal Division, it is determined that there is no reasonable prospect of collection, or that further efforts to collect would be uneconomic or unwarranted, a formal Commission Action shall be prepared requesting authority to wipe off the uncollectible rents as bad debts. Any rental arrearages exceeding \$500 are sufficient to warrant legal action in court to establish an official court judgment in favor of the State against the renter. Any such losses shall be charged against the project operating expenses.

RENTAL EVICTION POLICY

Eviction of rental tenants shall be used only as a last resort and shall be undertaken only under one or more of the following circumstances:

- a. failure to pay rent;
- b. maintenance of a nuisance or use of the premises for illegal purposes;
- c. a material breach of the rental agreement;
- d. refusal to consider a reasonable number of standard accommodations meeting relocation standards; usually a minimum of three offers will be made prior to eviction;
- e. refusal to admit State relocation representatives or to cooperate with the State; and
- f. situations requiring eviction under State or local law.

An otherwise eligible occupant, evicted for cause after initiation of negotiations, retains the right to relocation payments and other assistance. Rental arrearages, payments, providing such deduction does not prevent the occupant from acquiring and occupying suitable replacement housing.

MAINTENANCE REPAIRS AND SERVICES (General Policy)

From the date of acquisition until a structure is vacant, the Department, to the extent practicable on rented premises, shall maintain plumbing, heating and electrical systems in safe, operating condition. It shall also make repairs necessary to keep the premises habitable and where necessary, provide for the extermination or control of rodents and other vermin to forestall their spread to adjacent areas. Repairs, replacements and maintenance shall be performed as necessary to protect the health and safety of the tenant occupants.

In nominal leases to other public agencies, the agency shall agree to provide, at its own expense, for all maintenance, repairs and replacements necessary to keep the premises safe and habitable. The same shall apply to premises leased as a result of public auction.

PROCEDURE

(Minor Repairs and Replacements)

If minor repairs and replacements (up to and including \$1,000.00) are necessary to keep rented properties at a safe, habitable level, the Property and Relocation Officer shall inspect the property and on verification of the need, will complete and sign Repair Authorization Form RE-158 (Supplement No. 31). Upon review and approval by the District Property and Relocation Officer, the repair or replacement may be ordered from reputable vendors and/or contractors, utilizing the competitive bidding process.

Upon completion of the work, the invoice and the Repair Authorization Form shall be forwarded to the Property and Relocation Bureau Headquarters Office for review and entry in the parcel records and transmitted to the Division of Accounting for processing for payment.

(Major Repairs and Replacements)

Generally, where major repairs or replacements appear necessary, consideration should be given to relocating the tenants to other habitable properties owned by the State. All major repairs (not exceeding \$5,000) shall be first approved by the Property and Relocation Bureau Manager, and any in excess of \$5,000 by the Director of Right of Way.

(Emergency Repairs)

Emergency repairs necessary to protect the health and safety of the occupants will be treated following the procedures for minor repairs and replacements, with the exception that the District Property and Relocation Officer may contract directly with a reputable vendor and/or contractor, without the necessity of securing competitive bids.

EXPENDITURES

All expenses shall be charged against the specific Right of Way Division rent account number. By this process, expenditures for maintenance, management or operation will be paid for (insofar as is possible) with funds received as rental income.

MANAGEMENT AND OPERATION

In cases of multiple units, the Department may find it necessary to provide heat, electricity and janitorial services. Such items shall be processed, approved, invoiced, and paid in accordance with the same procedures required for repairs and replacements.

Where deemed in the public interest, the Property and Relocation Bureau may contract with a private management firm for unique or very large properties. Alternatively, a tenant may be authorized to perform such services. Where a deduction in rent is made in lieu of payment to a tenant, the difference between the "fair rental" estimate and the amount to be paid in rent shall be charged to the property as an operating expense.

REGISTRATION OF LEASEHOLD INFORMATION WITH MUNICIPAL CLERK

Chapter 170, N.J. Laws of 1980, require every landlord of a residence containing one or more units to file a registration certificate with the Clerk of the municipality in which the residential property is situated - Form RE-202 (Supplement No. 32).

Chapter 442, N.J. Laws of 1981, require landlords of residences containing one or more units to provide each residential occupant or tenant with a copy of the registration certificate. The landlord must provide each occupant or tenant a copy of any amended certificate within seven days after such amended certificate is filed with the municipal clerk.

Chapter 48, N.J. Laws of 1974, requires landlords of residences containing ten or more units to provide tenants "information regarding crime insurance".

Chapter 310, N.J. Laws of 1975, "Truth in Renting Act", requires the distribution of a statement to tenants as to the rights and responsibilities of landlords and tenants. The provisions of this Chapter are applicable to landlords of residences containing three or more units.

(Procedure for Registration of Rental Unit)

The Headquarters Office of the Bureau of Property and Relocation is responsible for registering the rental unit with the Clerk of the municipality in which the unit is located, by certified mail. This certified mail notice to the Clerk of the municipality in which the property is located will be accomplished on Form RE-202.

The duplicate copy of Form RE-202 shall be transmitted to the concerned tenant. The triplicate copy shall remain in Headquarters Bureau of Property and Relocation. The quadruplicate copy shall be forwarded to the District Office Property and Relocation Section. The certified mail receipt from the postal authority shall be made a part of the permanent case file.

(Truth in Renting)

Copies of "Truth in Renting" A statement for Landlords and Tenants, published by the New Jersey Department of Community Affairs, will be furnished by the Headquarters Office, Bureau of Property and Relocation, to all District Offices. Where residences contain three or more residential units, the District is responsible for posting said "Truth in Renting" statement, and all such residential leases shall include a statement acknowledging receipt of a copy of the "Truth in Renting" statement.

(Crime Insurance)

Information regarding crime insurance obtainable through the Federal Crime Insurance Program will be furnished by Headquarters Office, Bureau of Property and Relocation, to all District Offices. The District Office is responsible for providing this information to tenants in residences containing ten or more residential units and all such residential leases shall include a statement acknowledging receipt of said crime insurance information.

TAXES

The rental statute requires that a service charge "in lieu of local taxes", shall be charged to each tenant in the amount of 1/12 of the tax on the property in the year it was acquired. Such payments are to be made to the municipality in which a property is located except that no payment shall be made for that portion of the year which has been previously paid by the State or the former owner.

TAX REIMBURSEMENT PROCEDURES

(Remainder of Tax Year in which Property is Acquired)

The State is required to pay the taxes for the remainder of the tax year in which a property is acquired.

Taxes for this period are an eminent domain acquisition expense. They shall be paid by the Title Bureau.

(Rental Occupancies After Tax Year in which Property is Acquired)

The Property and Relocation Bureau shall credit monthly each property from the rentals collected, a proportionate "in lieu of" tax service charge.

For example, in the case of a single family occupancy, the amount posted as a tax liability would be 1/12 of the annual taxes.

At the end of each tax year for occupied units or as units become completely vacant, the Property and Relocation Bureau shall compute the tax credit due any municipality and forward to it a letter of explanation and a State invoice for the amount due. The invoice, properly executed by the municipality, shall be forwarded to the Division of Accounting for payment out of the Right of Way Division rental account.

(Federal-aid Rent Credits)

On Federal aid projects, the government shall be given a credit for any net rental in proportion to the Federal aid participation ratio.

Alternatively, if the rental operation is not self sustaining, the Federal agency shall be billed its participating amount for any costs above and beyond the rent collected which the State encountered in operating the rental program as an extension of the Relocation process.

SECTION XIV
PROPERTY MANAGEMENT
IMPROVEMENT DISPOSITION

STATUS INVENTORY
(Improvements)

The Property and Relocation Bureau, both at Headquarters and District, will establish a master inventory of all improvements being acquired by the Department.

The Property and Relocation Bureau shall establish appropriate individual file folders and maintain the following forms:

1. Form RE-71 Vacation of Buildings (Supplement No. 33)
2. Form RE-171 Vacation of Lands (Supplement No. 34)

The original shall be maintained in Headquarters and the duplicate and triplicate copies are to be forwarded to the concerned District for distribution of the duplicate to the District Property and Relocation Officer and triplicate to the assigned Project Supervisor. Each set is to be maintained in a loose leaf folder, thereby establishing a "double entry" status records system.

FEDERAL TITLE III REQUIREMENTS
(Owner's Rights to Prior Payment)

Under prevailing State and Federal requirements, no owner is required to relocate or to surrender possession before being tendered payment as a result of the terms of the purchase agreement or, until the full fair market value has been deposited in Court under a declaration of taking.

CERTIFICATE OF POSSESSION AND/OR REMOVAL

Prior to the acceptance of possession of any property and particularly those which are improved, an inspection is to be made to determine if the owner has complied with the terms of the agreement with the State. If the owner has complied, Form RE-7 Certificate of Possession - Removal (Supplement No. 35) may be issued by the assigned Property and Relocation Officer.

If the owner is to retain and remove the structure, the District Property and Relocation Officer shall inspect the premises personally. No certificate will be issued unless the owner has fully complied with all terms of the agreement with the State as to the removal of the structure outside the right of way, leveling of the foundation, and filling any cellar excavation.

If the owner is to vacate the structure, prior to the inspection, the District Property and Relocation Officer shall examine the case file and where necessary, consult with his supervisor as to which items of realty, if any, are to be retained by the owner as a part of the agreement.

The Negotiator's offer letter, Form RE-132, indicates those items to be conveyed as a part of the real estate and is to be used as a reference when inspecting the premises. The Relocation Officer shall inspect the premises, either in the owner's presence, or in the presence of an authorized agent for the owner, to determine whether:

- a. the structure is vacant of personal property of the owner or tenants,
- b. the owner has removed any part of the realty not authorized by the agreement,
- c. all public utilities are off, and
- d. public utility meters (gas, water and electric) and telephones have been removed. (This sub-section is not applicable if a lease agreement has been executed.)

In those instances where an owner has vacated the improvement, but neglects to remove the meters, willfully or otherwise, and delay in taking possession will result in vandalism, rendering the improvement unsalable, the District may take possession and cause the meters to be removed.

Only when he is satisfied that all of the above requirements have been accomplished, shall the Relocation Officer accept possession and issue the "Certificate of Possession - Removal" (with copy to owner) and accept the keys.

Records of property inspections shall be made on the reverse side of Form RE-71 and any critical issues documented by memorandum.

POSSESSORY ACTIONS

If an occupant has been given a 90 day notice to vacate, comparable replacement housing has been made available to the occupant, and entry is refused to the road contractor, a written request will be forwarded by the Headquarters Bureau of Property and Relocation to the Legal Division with a request for a court order for possession.

All matters before the courts are handled exclusively by the Department of Law. It is, therefore, the sole responsibility of the Legal Division to obtain the court order and where necessary, to arrange for the sheriff to evict the occupants.

DISTRIBUTION OF CERTIFICATE OF POSSESSION - REMOVAL

When possession of a property has been accepted by the State's representative, the certificate shall be distributed as follows:

1. One copy of certificate and the keys (when applicable) shall be retained in the District Office.
2. Original and duplicate to Property and Relocation Bureau, Headquarters Office, where duplicate shall be placed in parcel file.
3. Original to title Bureau as certificate will be used in closing of title in accordance with the agreement or later condemnation court award or judgment.

BUILDING STATUS RECORDS

When an improved parcel is vacated and in the State's possession, the status form RE-171, shall be moved to Section 2 of the loose leaf book, thereby furnishing a working inventory of vacant improvements in the possession of the State.

The status form, RE-71 shall be kept in the Section 2 "active" section until the structure has officially been disposed of by one of the following procedures:

1. Sale by public auction.
2. Transferred to another owner as part consideration for a parcel being acquired and the building is actually removed from the Right of Way.
3. Demolished by Right of Way Division demolition contract.

PROTECTION OF BUILDINGS IN STATE POSSESSION

To protect the State and the public at large, the Property and Relocation Bureau through its assigned District personnel shall, upon acceptance of the premises from the owner or vacating by tenants, as applicable:

1. Ensure that all doors and windows are closed and locked.
2. Winterize the structure to protect it from freezing.
3. Post the structure with a "No Trespassing" sign.
4. Notify the local police authorities or State Police of the State's ownership and request that they monitor the structure.

The assigned District Property and Relocation Officer shall periodically inspect the property. At a minimum, weekly inspections shall be accomplished. Records of inspections are to be made on Form RE-71. On a monthly basis, the building status and inspection records shall be posted to the Property and Relocation Headquarters Bureau records.

DISPOSITION OF BUILDINGS THROUGH RETENTION BY OWNERS

It is State policy to offer owners the opportunity to retain and remove their structures to locations outside the right of way for an appropriate price deduction.

(Improvement Retention Estimates)

The best support for the retention value would be the price that similar structures in similar locations command on the market at the various auctions held by the Department. Whenever an owner expresses a desire to retain his improvement, an Improvement Retention Estimate Form RE-5 (Supplement No. 36) shall be prepared by the appropriate District Property and Relocation Officer. This District should utilize the monthly public auction sales reports as indications of fair retention value.

Retention estimates shall be reviewed and "registered" prior to use, in the Headquarters Property and Relocation Bureau. The review process shall be accomplished by the appropriate North-South Property and Relocation Supervisor and shall include an analysis of recent auction sales prices. When found acceptable, the Supervisor shall so indicate by a written endorsement on the retention estimate.

DISPOSITION OF BUILDINGS BY PUBLIC SALE

Buildings coming into the possession of the State which are not retained by owners, shall be sold at public auction, if they are determined to be saleable.

No buildings shall be offered for sale after advertising for receipt of bids for a road construction contract. The purpose of this provision is to prevent delay to the contractor.

MINIMUM BIDS

Registered retention estimates may be utilized to establish the minimum bid price for buildings being offered for sale.

NUMBER OF SALES

To assure the best return to the State, all buildings shall be advertised for sale at least once, except where the Department has advertised for receipt of bids for a construction contract, or the building is judged not saleable.

Where a building has been advertised once without acceptable bids and there is sufficient time available to readvertise, and it is the opinion of the Property and Relocation Bureau Manager that the building is saleable, it shall be advertised again.

WAIVER OF SALE

Waiver requests are normally to be submitted to the Bureau Manager for evaluation and endorsement on a standard waiver form letter, RE-187 (Supplement No. 37). Requests for the waiver of advertisement must be adequately documented and set forth the circumstances justifying the request. Old buildings in urban areas where there is a scarcity of land and/or which are in poor condition, should be demolished as soon as practical. The support for each request shall be documented and made a part of the file.

POSTING OF BUILDINGS

All buildings which are to be sold shall be posted with a sign calling attention to the public that the building is for sale. Such signs shall contain information as to where prospective bidders may secure information as to the sale.

The signs shall be posted by the appropriate District Property and Relocation Bureau personnel at the instruction of the Headquarters Office and a record shall be maintained as to the action on Form RE-71.

PUBLIC NOTICES

(Buildings)

In all instances, public notices of sales of buildings shall be made at least ten days prior to any public auction sale. The notices shall be accomplished by publication of a legal notice in a newspaper of general circulation in the county where the land or building is located and by posting notices in appropriate public buildings.

The Property and Relocation Bureau Manager shall arrange for the newspaper publications and District representatives to post the notices. Proof of advertising shall be secured from the publishers. Formal records shall be maintained in the Headquarters Office of the accomplishment of the publications and notices concerning each sale.

Each publication and public notice shall adequately identify the building/buildings and list all terms and conditions of the sale, where and how interested persons may apply for permission to inspect the building/buildings, and the place and time of the sale.

WEEKLY IMPROVEMENT STATUS REPORTS

A status of occupied improved properties is to be maintained by the Property and Relocation Bureau Manager and reported at the Right of Way Division target date meetings.

MONTHLY IMPROVEMENT DISPOSITION REPORT AND STATISTICS

On a monthly basis, the Property and Relocation Bureau shall prepare a written report showing structures retained by owners by agreement with the State, the deduction in consideration for each structure and the estimated savings in demolition costs to the State resulting from the owner's retention.

A written report shall be prepared showing structures advertised, the number sold, the amount of money received for each, and the estimated savings in demolition costs to the State resulting from the sale. This report shall be kept on a cumulative basis in the Headquarters office. Copies of the individual monthly reports shall be forwarded to each District Office.

SECTION XV
PROPERTY MANAGEMENT
EXCESS LAND

SALE OF EXCESS LAND

Lands officially declared excess to Department of Transportation needs may be sold at public sale. Public notices for land sales shall be the same as for buildings.

(Log Book)

The Property and Relocation Bureau Manager shall establish and maintain an inventory of parcels declared excess. This shall be accomplished in a log book by route, section and parcel. Computer spread sheet applications may be substituted for the log book inventory.

(Periodic Surveys)

Upon completion of a construction project, the Bureau Manager shall cause an inventory to be performed of all potentially excess parcels on the project. The parcels shall be entered in the log book or on the computer spread sheet.

DEPARTMENTAL CLEARANCES

Prior to any sale, or exchange of lands in the excess parcel category, the Property and Relocation Bureau Manager shall determine, in writing, from the appropriate Department of Transportation operating units whether there is any present or contemplated future need for these parcels and any restrictions under which the parcel must be sold.

No public sales or exchanges shall be arranged without the necessary prior written approvals.

Prior to any sales or exchanges of excess lands, the Property and Relocation Bureau Manager shall review the files to determine whether appraisals reflecting the current fair market value are required.

In the case of a contemplated exchange of land with an owner as part consideration for a parcel currently under negotiations, an appraisal shall be prepared on the basis of the value of the excess parcel as enhancing the owner's property. Consideration shall also be given to compensable severance damages which may be mitigated.

FEDERAL HIGHWAY ADMINISTRATION CLEARANCE

Where parcels were acquired or officially incorporated as part of the Federal aid system, Federal approval shall be secured prior to disposal by means of a request to the Federal Highway Administration. This request shall be processed to the Federal Highway Administration by the Bureau Manager.

FEDERAL AID REIMBURSEMENTS

Where Federal funds have been used in the acquisition of a parcel, a credit to the Federal Highway Administration is to be made if the parcel is sold. On most parcels, except those purchased within original right of way limits, there is no Federal participation since the State normally purchases the remnant with 100% state funds.

For parcels having a value estimated at not more than \$1,000, there is no reimbursement required by the Federal Highway Administration.

COUNTY AND LOCAL GOVERNMENT CANVASS

After the appropriate approvals have been secured and the property has been classified as excess, but prior to the advertising of the public auction sale, it shall be standard policy to canvass the municipality and County in which the parcel is located to ascertain if they wish to purchase the parcel. If no reply is received within 30 days of notice, it shall be presumed they have no interest.

PRIOR OWNER'S RIGHT OF FIRST REFUSAL

The Laws of New Jersey (P.L. 1985, c. 201) require that prior to public auction to dispose of any land and improvements acquired within the last ten years of the proposed date of disposal, the owners of record of the property at the time of the State's acquisition be informed of their right to repurchase the property at the current fair market value, as assembled to the former owner's property. The State shall notify the previous owner of record by certified mail to the most current address and by public notice in two newspapers of general circulation in the area where the land is located.

The previous owner's right to repurchase the property shall expire if the owner fails to make a written offer to purchase within 30 calendar days from the date of notice.

TREASURY REAL PROPERTY NOTICES FOR OTHER AGENCY USES

The Property and Relocation Bureau Manager shall notify the Treasury Real Property Bureau of the State's intent to dispose of any tract in excess of one acre in size. Thirty days shall generally be allowed for an expression of interest prior to scheduling a public auction sale.

SECTION XVI PROPERTY MANAGEMENT PUBLIC AUCTIONS

PUBLIC AUCTIONS

Sales of buildings or excess land shall be accomplished by means of public auction except for sales to governmental agencies for public uses, which are permitted by statute without auction.

LOCATIONS

Auctions shall normally be conducted in buildings maintained by the Transportation Department. If the sale is conducted in other than a Department Building, a prior concurrence of the Bureau Manager is required.

AUCTION PROCEDURE

(Personnel)

The following Departmental personnel or their authorized representatives shall participate at the auctions:

Manager, Bureau of Property and Relocation, as Presiding Officer, or the assigned Headquarters North-South Area Supervisor as his designee;

An authorized member of the Property and Relocation Bureau as Auctioneer;

A member of the Property and Relocation Bureau as Registrar;

A member of the Property and Relocation Bureau as Recorder;

A member of the Property and Relocation Bureau as Cashier.

(Observers)

Auctions are open to the public as well as to any interested Departmental or other observers. Official observers may include representatives of the Office of the Inspector General. This office shall be notified at least 24 hours in advance of the auction.

The Registrar shall secure the name and signatures of all persons admitted to the auction. He shall furnish each prospective bidder with a copy of the public advertisement and any special supplements.

(Sergeant at Arms)

The required notice to the Office of the Inspector General shall include a request for a uniformed Officer.

(Action Prior to Receipt of Bids)

A comparison of names of those in attendance shall be made against the names and addresses of any person, persons, or corporations prohibited by the Commissioner of Transportation from bidding. Bids shall not be accepted from any such persons.

(Facilities)

The Property and Relocation Bureau Manager or his authorized designee shall arrange for the required facilities and for any directional or instructional signs considered appropriate.

He shall assure himself that the facility is adequately lighted and heated and that there will be chairs to seat both observers and prospective bidders. Where deemed necessary, he shall also provide a sound amplifying system.

OPENING OF AUCTION

The Presiding Officer shall open the auction at the hour specified in the public notice. He shall announce the terms and conditions under which the auction will be conducted.

The Auctioneer shall then request bids. The Recorder shall tabulate the number and amount of the bids made and upon the Auctioneer's announcement as to the highest acceptable bid received, he shall sign the tabulation and pass it on to the Cashier.

The Cashier shall require the successful bidder to make a deposit in cash or by certified check in the amount of at least 25% of the bid price and to sign the applicable Departmental Bid Acceptance Forms RE-120 (Supplement No. 38) and RE-123 (Supplement No. 39), a copy of which shall be furnished the bidder as a receipt.

(Bidding on More than One Item)

If bids are being received on more than one item at the same auction, the procedures specified shall be repeated for each item.

VERIFICATION

(Review of Bids)

Immediately following the auction, the Property and Relocation Bureau Manager or his authorized designee shall arrange to have all bid proposals and relevant records checked and shall review the tabulations.

AWARD OF BID

(Commission Action)

Within three days of the receipt of bids at the auction, the Property and Relocation Bureau Manager shall prepare a Commission Action which shall be submitted to the Director for signature and transmittal to the Commissioner of Transportation, or authorized designee, for approval.

Commission Actions shall contain a recommendation as to the approval of the high bid and, where appropriate, shall also contain a request to return the high bidder's performance deposit on completion of all required terms.

ASSIGNMENT OF BIDS

Contracts of sale for any buildings or parcels of land shall not be assignable without prior written consent of the Commissioner.

TERMS AND CONDITIONS OF SALE

The required terms and conditions of sale are defined on the following documents:

1. Form RE-121(a) - Conditions of Sale (Land) (Supplement No. 40).
2. Form RE-121(b) - Conditions of Sale (Buildings) - (Supplement No. 41).
3. Form RE-121(c) - Conditions of Lease Auction - (Supplement No. 42).
4. Form RE-121(d) - Conditions of Sale (Equipment) - (Supplement No. 43).

The conditions shall be complied with in all instances and shall be included in the public notice.

RETURN OF PERFORMANCE DEPOSITS

Performance deposits shall be returned only when a field inspection by an appropriate Property and Relocation Bureau representative has indicated that the bidder has satisfactorily complied with the terms and conditions of the sale and has submitted to the Headquarters Office a properly executed Form RE-7. Following this certification, the Property and Relocation Bureau Manager or his designee shall arrange for the return of the performance deposit.

BID CANCELLATION AND DEPOSIT FORFEITURE

If the high bidder fails to comply with the specified auction terms, the Property and Relocation Bureau Manager shall prepare a Commission Action recommending the steps to be taken including forfeiture of a sufficient amount of the deposit to cover the costs of the auction.

HANDLING OF CASH

Departmental Operating Procedure, No. 4-501H, Cash Receipts - Invoicing, defines the required procedures for handling cash.

"Cash" as herein defined refers to any currency, coins, checks, drafts, money or other cash equivalent received. The Secretary of the Transportation Department is designated as the Cashier. All "cash" receipts shall be delivered to the Cashier the day of the sale.

RIGHT OF WAY WORKING RECORDS AND OFFICIAL ACCOUNTING RECORDS

The Property and Relocation Bureau will maintain appropriate internal operating records, concerning public sales. The Commission Actions approving sales establish a double entry records system whereby the Division of Accounting is officially notified of all sales receipts, balance due and performance deposits, thereby establishing the official accounting record and the basis of an audit process.

STATE EMPLOYEES

(Bidding Prohibitions)

No bids shall be accepted from employees of the Department of Transportation or their immediate families. This prohibition applies both to the sale of buildings or excess lands and to demolition contract proposals.

SECTION XVII PROPERTY MANAGEMENT DEMOLITION

FORMAL DEMOLITION CONTRACTS

(Prior to Road Construction)

At the earliest practical date on each right of way project, the Headquarters Bureau of Property and Relocation shall inventory on a parcel by parcel basis, the probable number and type of buildings to be acquired by the State and determine the expected vacation dates. A request shall then be made, in writing, of the appropriate engineering office, that a point to point progressive demolition contract be arranged. The estimated cost of the contract and a funding source shall also be presented.

(Releases)

Following the awarding of such a contract and during its term, unsalable buildings may be released to the Division of Construction and Maintenance on an if-as-and-when basis. No building may be demolished prior to its release in writing to the Regional Construction Office via Form "Release for Demolition" (Supplement No. 44).

By this process, the Right of Way Division may release unsalable buildings for demolition clearing the right of way and reducing the public hazards, nuisances, and vandalism resulting when such buildings remain vacant for substantial periods of time.

NOTIFICATION OF DEMOLITIONS

The Regional Construction and Maintenance Office will supervise demolitions and shall notify the Right of way Division, in writing, when the demolition has been satisfactorily accomplished so that, where appropriate, reimbursement from Right of way funds may be authorized.

DEMOLITION OVER \$2,500

If an emergency occurs in which the estimated cost of demolition is in excess of \$2,500 and the emergency is of such a nature as to require immediate action to demolish the building, the Property and Relocation Bureau Manager shall immediately prepare a written report to the Director.

The Director shall inform the Commissioner of Transportation, who will make the final decision as to the action to be taken. If the determination is to award a contract on a cost plus or fixed fee basis or to waive or reduce the normal advertising time, the Commissioner's Office shall notify the appropriate State officials of the emergency and upon securing their approval for a waiver of bidding, shall authorize the appropriate action.

DEMOLITION UNDER \$2,500

(Division of Construction and Maintenance Demolition or Restoration)

If the emergency is of such a minor nature that the Department's Division of Construction and Maintenance can promptly and adequately accomplish the required demolition or afford temporary restorative protection, the Property and Relocation Bureau Manager shall request the Regional Engineer to accomplish the required services.

COMPETITIVE DEMOLITION PROPOSALS UNDER \$2,500

Where deemed appropriate and in the public interest, the Property and Relocation Bureau Manager may seek competitive proposals from at least two or more licensed demolition contractors.

Such proposals shall be on a standard form and shall be submitted in sealed envelopes to the Manager, Bureau of Property and Relocation.

All proposals shall be in conformity with State requirements, laws and regulations as to insurance certifications and anti-discrimination clauses, and shall contain a non-collusive bidding certification. No proposals shall be sought or accepted from any person, persons, or corporation on any prohibited list.

The Manager of the Bureau of Property and Relocation shall prepare a Commission Action transmittal to the Commissioner. Following approval by the Commissioner, the Property and Relocation Bureau Manager may notify the low bidder of the acceptance of the proposal.

SECTION XVIII
PROPERTY MANAGEMENT
AIR RIGHTS

AIR RIGHTS
(Air Space Definition)

Air space or air rights is defined as that space located above, at, or below the highways established grade line and lying within the approved right of way limits.

(Policy)

Where the State has or is acquiring sufficient legal right, title, and interest in the right of way to permit the use of certain air space for non-highway purposes and where such air space is not required presently or in the foreseeable future for the safe and proper operation and maintenance of the highway facility, the right to temporary or permanent occupancy or use of such air space may be granted. Such grant is subject to the approval of the Commissioner and where federal funds are involved, prior approval of the Federal Highway Administration.

(Inventory Records Requirement)

The Bureau Manager shall cause an inventory to be made of authorized uses of air space. It is the responsibility of the Manager of the Bureau of Property and Relocation to assure that the air space inventory is maintained up to date and in accordance with the requirements. An individual parcel file shall be maintained which shall include at least the following items:

1. location by project, survey station, or other appropriate method,
2. identification of the authorized user of the air space;
3. a three-dimensional description or a metes and bounds description of the air space,
4. as-built construction plans of the highway facility at the location where the use of air space was authorized,
5. pertinent construction plans of the facility authorized to occupy the air space, and
6. a copy of the executed air space agreement.

Leases of any nature, whether air space or not, of lands within the defined rights of way, prior to the completion of construction of a highway, shall not be considered air space and shall be maintained in the regular rental master logs.

Leases which are created after the highway facility is completed shall be considered as falling in the air space category. Any leases on completed highways shall be subject to the normal State approvals as well as Federal prior concurrences.

(Air Space Record Log)

The master air space logs shall be maintained in numerical order by Route and Section on the Air Rights Log, Form RE-203 (Supplement No. 45).

Superseded
SUPPLEMENTS

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION
BUREAU OF PROPERTY AND RELOCATION
RESIDENTIAL SITE SURVEY**

ROUTE _____ SECTION _____ PARCEL _____ FEDERAL AID PROJECT _____

NAME OF OWNER _____ PHONE NO. (Home) _____
(Bus.) _____

ADDRESS OF OWNER _____

NAME OF OCCUPANT _____ PHONE NO. (Home) _____
(Bus.) _____

ADDRESS OF PROPERTY _____

APARTMENT OR ROOM LOCATION / NUMBER _____

PRESENT HOUSING INFORMATION

A. HOUSEHOLD COMPOSITION

NAME AND RELATIONSHIP	SEX	AGE	EMPLOYER / SCHOOL	REMARKS AND CURRENT MONTHLY INCOME
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

B. TYPE OF OCCUPANCY

TYPE OF STRUCTURE _____ CONDITION _____ DATE OF OCCUPANCY _____

ROOM COUNT FOR MOVING REIMBURSEMENT USE

- | | | |
|-----------------------|----------------------|-------------------------------|
| _____ BASEMENT | _____ DINING ROOM | _____ GARAGE |
| _____ CELLAR | _____ KITCHEN | _____ OUTBUILDINGS |
| _____ RECREATION ROOM | _____ LAUNDRY ROOM | _____ FOYER |
| _____ LIVING ROOM | _____ ENC. SUN PORCH | _____ ALCOVES |
| _____ LIBRARY | _____ BEDROOMS | _____ COMB. LIV. RM. DIN. RM. |
| _____ STUDIO | _____ ATTIC | _____ COMB. KITCHEN-DINETTE |

TOTAL NUMBER OF COUNTED ROOMS _____ BASIC ALLOWANCE PER SCHEDULE \$ _____
DISLOCATION ALLOWANCE \$ _____
TOTAL ENTITLEMENT PER SCHEDULE \$ _____

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION
BUREAU OF PROPERTY AND RELOCATION
RESIDENTIAL SITE SURVEY**

ROUTE _____ SECTION _____ PARCEL _____ FEDERAL AID PROJECT _____

NAME OF OWNER _____ PHONE NO. (Home) _____
(Bus.) _____

ADDRESS OF OWNER _____

NAME OF OCCUPANT _____ PHONE NO. (Home) _____
(Bus.) _____

ADDRESS OF PROPERTY _____

APARTMENT OR ROOM LOCATION / NUMBER _____

PRESENT HOUSING INFORMATION

A. HOUSEHOLD COMPOSITION

NAME AND RELATIONSHIP	SEX	AGE	EMPLOYER / SCHOOL	REMARKS AND CURRENT MONTHLY INCOME
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

B. TYPE OF OCCUPANCY

TYPE OF STRUCTURE _____ CONDITION _____ DATE OF OCCUPANCY _____

ROOM COUNT FOR MOVING REIMBURSEMENT USE

- | | | |
|-----------------------|----------------------|-------------------------------|
| _____ BASEMENT | _____ DINING ROOM | _____ GARAGE |
| _____ CELLAR | _____ KITCHEN | _____ OUTBUILDINGS |
| _____ RECREATION ROOM | _____ LAUNDRY ROOM | _____ FOYER |
| _____ LIVING ROOM | _____ ENC. SUN PORCH | _____ ALCOVES |
| _____ LIBRARY | _____ BEDROOMS | _____ COMB. LIV. RM. DIN. RM. |
| _____ STUDIO | _____ ATTIC | _____ COMB. KITCHEN-DINETTE |

TOTAL NUMBER OF COUNTED ROOMS _____ BASIC ALLOWANCE PER SCHEDULE \$ _____

DISLOCATION ALLOWANCE \$ _____

TOTAL ENTITLEMENT PER SCHEDULE \$ _____

OWNER OCCUPANT

PURCHASE DATE _____

MORTGAGE PAYMENT _____ MORTGAGE BALANCE _____

UTILITIES PAYMENTS _____ TAXES _____

TENANT

RENTAL AMOUNT AND TERMS _____

LEASE: YES NO

UTILITIES PAYMENTS _____

C. FAMILY INCOME LAST YEAR

UNDER \$3,000 () \$3,000 - \$4,999 () \$5,000 - \$5,999 () \$6,000 - \$7,499 () \$7,500 - \$9,999 ()

OVER \$10,000 () REFUSED () UNKNOWN ()

MEANS OF TRANSPORTATION TO EMPLOYMENT? _____

IF UNEMPLOYED, WHAT IS INCOME SOURCE? _____

WHAT STEPS CURRENTLY UNDERWAY SEEKING EMPLOYMENT? _____

D. WELFARE (IF PRESENTLY ON WELFARE, ASCERTAIN THE LINES OF CONTACT SUCH AS AGENCY, CASE NUMBER, CASE WORKER, PHONE NUMBER OR ADDRESS, ETC.)

REPLACEMENT HOUSING REQUIREMENTS

E. EMPLOYMENT INFORMATION

NO. 1 HOUSEHOLD HEAD NO. 2 _____ NO. 3 _____

	NO. 1 HOUSEHOLD HEAD	NO. 2 _____	NO. 3 _____
LOCATION			
DISTANCE			
WALK			

PUBLIC TRANSIT		
CAR POOL		
OWN CAR		

F. ARE THERE ANY FAMILY HEALTH PROBLEMS OR SPECIAL SCHOOL NEEDS PERTINENT TO DISLOCATION?

SPECIFY: _____

G. PREFERENCES AND NEEDS

LOCATION DESIRED _____

WHAT TYPE OF HOUSING DESIRED _____

MONTHLY RENT/PURCHASE PRICE _____

H. SPECIAL COMMUNITY FACILITIES NEEDS

TRANSPORTATION _____

SCHOOLS _____

CHURCH _____

SHOPPING _____

OTHER _____

I. ANALYSIS AND RECOMMENDATION

PERSON INTERVIEWED _____ DATE _____

LANGUAGE PROBLEM/ETHNIC GROUP _____

IS PRESENT HOUSING DECENT, SAFE, SANITARY FOR UNIT CONCERNED _____

ROOM REQUIREMENTS AS PER STANDARD CODE: _____

FINANCIAL ABILITY FOR REPLACEMENT HOUSING

OWNER: VALUE OF PRESENT HOUSE _____

APPROXIMATE EQUITY _____

AVAILABLE FOR DOWN PAYMENT _____

WILL PAY MONTHLY _____

MAXIMUM ABILITY - REPLACEMENT HOUSING _____

TENANT: ELIGIBILITY FOR PUBLIC HOUSING _____

MAXIMUM ABILITY - RENTAL HOUSING _____

DOES TENANT HAVE ABILITY TO PURCHASE HOUSING _____

AVAILABLE FOR DOWN PAYMENT _____

WILL PAY MONTHLY _____

Date

Occupancy Interviewer

RELOCATION ANALYSIS AND RECOMMENDATION

BUSINESS SITE SURVEY

COMMERCIAL SITE SURVEY

FARM SITE SURVEY

NON-PROFIT SITE SURVEY

ROUTE	SECTION	PARCEL	FEDERAL-AID PROJECT
-------	---------	--------	---------------------

NAME OF PROPERTY OWNER	HOME TELEPHONE NUMBER	BUSINESS TELEPHONE NUMBER
------------------------	-----------------------	---------------------------

ADDRESS OF PROPERTY OWNER

NAME OF OCCUPANT	HOME TELEPHONE NUMBER	BUSINESS TELEPHONE NUMBER
------------------	-----------------------	---------------------------

ADDRESS OF PROPERTY

A. NATURE OF BUSINESS PROPRIETORSHIP. SINGLE OWNER PARTNERSHIP CORPORATION

B. <u>TYPE OF OCCUPANCY</u>	DATE OF OCCUPANCY
-----------------------------	-------------------

TYPE OF STRUCTURE	SQUARE FOOT AREA
-------------------	------------------

NATURE OF OPERATIONS

SPECIAL PURPOSE REQUIREMENTS

NUMBER OF EMPLOYEES	TRANSPORTATION REQUIREMENTS
---------------------	-----------------------------

C. NATURE OF OCCUPANCY

LEASING AND/OR RENTAL ARRANGEMENTS

D. GEOGRAPHIC RELATION TO

MARKET

SUPPLIER

CLIENT GROUP (NON-PROFIT)

E. REMARKS

DATE

OCCUPANCY INTERVIEWER SIGNATURE

RELOCATION ANALYSIS AND RECOMMENDATION

Superseded

REVIEWING APPRAISER'S FAIR MARKET VALUE STATEMENT

TRIPPLICATE

ROUTE NO. SECTION NO. PARCEL NO. OWNER

TO: SUPERVISOR, BUREAU OF APPRAISALS

This is to certify that in accordance with the procedures and requirements defined in the Appraisal and Appraisal Review Manual of the Division of Right of Way, I have office and field reviewed the following appraisals (copies of which are attached hereto) which have been secured in support of the above proposed acquisition: my field inspection included field inspecting the comparable sales contained in the appraisals and a (inside and outside) personal inspection of the subject premises.

DEPARTMENT APPRAISALS (Appraiser's Arbitrary Item Breakdown for Analysis Purposes)

Table with columns: Date, Appraiser, Land, Improvements, Damage, Total, Recommendation. Includes dotted lines for data entry.

OUTSIDE APPRAISALS (Appraiser's Arbitrary Item Breakdown for Analysis Purposes)

Table with columns: Date, Appraiser, Land, Improvements, Damage, Total, Recommendation. Includes dotted lines for data entry.

Reviewing Appraisers Report and Supporting Remarks:

Continued on attached page

AFFIDAVIT:

It is my understanding that my estimate may be used in connection with Federal-aid highway projects. I have field inspected the proposed acquisition and the comparable sales applicable thereto, except as noted above. I have no direct or indirect, past, present or contemplated future personal interest in the property or any benefit from the acquisition of such property appraised. My value estimate has been reached independently (unless otherwise herein expressed in writing) based on appraisals, personal observations and inspections and other factual data without collaboration or direction. Unless hereinabove separately set forth to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of New Jersey or which are not eligible for Federal reimbursement by reason of not generally being compensable in eminent domain. After carefully considering all factors, it is my professional opinion that as of this date, the reasonable Estimated Fair Value of this acquisition is:

\$

Date:

(Reviewing Appraiser)

Witness

REGISTRATION CERTIFICATE

Registration Date:

TO: DISTRICT REVIEWING APPRAISER

This is to inform you that the above estimate of value has been Registered by retention of the original copy of your estimate statement in this office. Returned herewith are the appraisals and the duplicate and triplicate copies of your report. As of the date of registration these documents may be transmitted to the District Supervisor with authority to negotiate up to the amount of your value estimate.

Supervisor, Bureau of Appraisals

NOTE: (Prepare in triplicate) Original, duplicate and triplicate copies to Headquarters Office for registration (by signature and retention of original in Headquarters Office). Registered duplicate and triplicate copies to be returned to reviewing appraiser for distribution to District Supervisor. Negotiators "calldiery" date to be maintained on reverse side of triplicate copy.



State of New Jersey
DEPARTMENT OF TRANSPORTATION

1035 PARKWAY AVENUE
CN 600
TRENTON, NEW JERSEY 08625

HAZEL FRANK GLUCK
COMMISSIONER

IN REPLY PLEASE REFER TO

Owner Relocation
Assistance

Route
Section
Parcel
Project

Through previous public media and certified letter dated (including map and booklet entitled "How Land Is Purchased For Highways"), you have received preliminary information as to the acquisition process and relocation benefits and payments to which you may be entitled.

The relocation benefits and payments vary depending on the length of time you have owned and occupied your property as well as the nature and use of the property.

Negotiations are scheduled to begin within the next several weeks. Our negotiations representative will contact you in advance to arrange a mutually convenient appointment. When the negotiator meets with you, a suggested settlement will be made in the full amount of the State's appraisal estimate of fair market value.

This procedure is for your protection and assures you that the State has made you the full offer to which you are entitled. It, by no means, precludes detailed discussions and negotiations as to the nature and basis of the State's valuation conclusions. It also invites reasonable discussion and the resolution of any other matters which may be of concern to you such as, but not limited to, vacating date, amount of advance down payment and the possibility of retaining your home and relocating it to another lot.

New Jersey Is An Equal Opportunity Employer

SUPPLEMENT NO. 6 (Refer to Page 28)



IN REPLY PLEASE REFER TO

State of New Jersey
DEPARTMENT OF TRANSPORTATION

1035 PARKWAY AVENUE
CN 600
TRENTON, NEW JERSEY 08625

HAZEL FRANK GLUCK
COMMISSIONER

Tenant Relocation
Assistance

Route
Section
Parcel

The premises you occupy are scheduled to be acquired for highway purposes.

Through prior public information media, you have been made aware of the Department's relocation process. As a tenant you may be entitled to certain benefits and payments under the relocation law.

The enclosed relocation brochure, "**Your Rights and Benefits if You Must Move**", will provide you with more information about the relocation process and the benefits, payments and assistance the State can furnish to you.

We call to your attention that;

1. You DO NOT have to move at this time on behalf of the State.
2. You should continue to pay rent to your landlord until you are notified that the State owns the property.
3. You will be given at least 90 days written notice to move after an agreement has been made with the owners or after condemnation has been instituted.
4. A relocation officer will personally meet with you on a continuing basis to assist you with your relocation, including the locating of a replacement dwelling.
5. You are not required to move unless at least one comparable replacement dwelling has been made available to you.

New Jersey Is An Equal Opportunity Employer

SUPPLEMENT NO. 7 (Refer to page 28)

FIELD RELOCATION RECORD

Route Section Parcel Federal aid project

Occupant TENANT OWNER

CONTROL INFORMATION

1. Date Site Occupancy Survey Completed
2. Date of Pre-negotiations Relocation Assistance Letter and Relocation Information Booklet
3. Negotiations Offer Date
4. Date Agreement Approved by Commissioner and Bonus Offer \$
5. Date Complaint Filed
6. Date Assigned Name

INITIAL PERSONAL CONTACT DATA

1. Initial Personal Contact Date
- A. Explained Relocation and Moving Reimbursement Programs.
- B. Offered Tenant Rental Supplement Bonus and AC-8 Voucher \$
- C. Presented Housing Payment Application Form RE-152.
- D. Presented Moving Reimbursement Application RE-153. AC-8 \$

RELOCATION AND VACATING SUMMARY

1. Relocation Assistance Required Declined
2. Relocation Service Category: State Agency Referral
3. Date Moving Reimbursement Approved by District
4. Date Bonus Additive Application Received
5. Date New Premises Certified
6. Date Additive Application Approved
7. Date of Pre-construction 90 Day Notice Letter
8. Lease Rental Agreement Date..... Rent \$
9. Date Relocated

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 Division of Right of Way, Bureau of Property & Relocation

PROJECT SUPERVISOR'S STATUS OF INDIVIDUAL CASE REPORT

District Office _____ Route _____ Section _____

Parcel No. _____ Owner _____ Federal Aid Project No. _____

Occupants Name & Address _____

Family Individual Farm Non-profit Business

Relocation Officer _____ Date Assigned _____

SITE SURVEY DATE: _____ Bedroom Requirements _____ Sq.Ft. Requirements _____

Replacement Housing Estimate: Individual Schedule Other _____

Date Ordered _____ Date Due _____ Date Rec. _____ Estimator: _____

Additive Amount \$ _____ Established by _____ Date _____

Date Pre-negotiation Public Information Letter & Booklet Mailed: _____

Commission Action:

Agreement Amount \$ _____ Date Approved by Commissioner _____

Condemnation Amount \$ _____ Date Complaint Filed _____

Personal Contact Date: _____ Date Additive or Supplement Offered _____

Remarks: _____

Preconstruction 90 Day Letter Date _____ Personal Contact Date _____

Remarks: _____

Date Occupant Vacated _____ New Address _____

Application for Payment:

Replacement Housing Additive

Moving Reimbursement Costs

Application Date	Amount	Date Authorized

Inspection of Replacement Housing and/or Moving Estimate Applications _____

Remarks: _____

DWELLING INSPECTION AND LISTING RECORD

Address of Accomodations:

Accomodation Number:

Inspection of:

- Vacant Dwelling for Referral
- Dwelling Located by Family's Initiative

Landlord or Agent (If Inspection For Referral) or Family
(If Inspection of Family-Located Dwelling)

Keys At: (Address)

Name

Address

Hours Open:

Type of Lease:

Deposit Required:

Restriction:

Distance From:

Public Grade Schools _____

Public High School _____

Recreation Facilities _____

Shopping Center _____

Housing Characteristics:

- Standard Private
- Substandard Private
- Rent: _____
- Contract _____
- Utilities _____
- Gross _____

- Furnished Yes No
- No. of Rooms _____
- No. of Bedrooms _____
- If For Sale: _____
- Sale Price _____
- Down Payment _____

Needs Major Repair (Specify)

DETERMINATION OF D S & S

1. Conforms with all applicable provisions for existing structures that have been established under State or Local Codes.
2. Has a continuing and adequate supply of potable safe water.
3. Has a kitchen, or area set aside for kitchen use, which contains a sink in working condition connected to H & C water and adequate sewage system. Stove and refrigerator in working condition shall be provided when required by local codes. When not required, shall have utility services connection and adequate space for installation.
4. Has adequate heating system in good working order which will maintain an approximate temperature of 70° in living area.

YES NO

5. Has a separate bathroom well lighted and ventilated and affording privacy containing a lavatory basin and bath-tub or stall shower, properly connected to an adequate supply of H & C running water and a flush closet in good order connected to a sewage disposal system.
6. Has an adequate and safe wiring system for lighting and other electrical services as required by local codes.
7. Is structurally sound, weathertight, in good repair and adequately maintained.
8. Has safe unobstructed means of egress leading to safe open spaces at ground level. In a multi-story dwelling must have access either directly or through common corridor to two means of egress to open space at ground level.

YES NO

INSPECTED BY:

Name _____

Date _____

Comments:

New Jersey Department of Transportation
REPLACEMENT HOUSING SUPPLEMENT ESTIMATE

Route _____ Section _____ Project _____ Parcel _____ Owner _____

To: District Supervisor:

In accordance with request _____, dated _____, I have surveyed and analyzed the listing of Real Estate Brokers and/or owners in the area of the subject parcel and herewith submit the attached minimum of three listings which, in my opinion, are comparable, habitable living quarters, which are available in the current market as replacement housing for the occupants of the above listed parcel.

The degree of comparability is demonstrated as follows:

CATEGORY	SUBJECT	LISTING 1	LISTING 2	LISTING 3	LISTING 4
Category of Dwelling					
Age					
Type of construction					
Size & no. of bedrooms					
Total no. of rooms					
Quality					
Condition					
Location & site					
Amenities					
Garage					
Listing price/rent					

Divergence of Comparables from Subject (If applicable):

* Occupants minimum needs based on site survey: _____

REMARKS: _____

County of _____
State of _____

_____ being duly sworn deposes and says:

That I have inspected these listings and, in my opinion, they are comparable, decent, safe and sanitary quarters suitable for the replacement housing for the present occupant of the subject dwelling and I have verified with the listing Broker that they are available on the open market as of the date of this report.

To the best of my knowledge and belief the information contained in the report hereinabove set forth is true.

I have no present or contemplated personal interest in the subject State acquisition or any properties listed or will I accept a commission, payment or other reimbursement for that which the relocatee may ultimately acquire and/or occupy. Nor will I benefit directly or indirectly from any such transaction.

That I do not have any business affiliation with the owners or brokers of the listing and/or the relocatees and/or any agent employed by the owners to represent them. That after considering all pertinent factors of comparability it is this estimator's independent opinion that the most comparable dwelling listed is No. _____ and that the probable price which this occupant will have to pay for a replacement dwelling is \$ _____.

Subscribed and sworn to before me this

_____ day of _____, 19____. _____
Estimator Date

Notary Public of New Jersey
My Commission Expires _____

The following _____ pages comprise my detailed report.

New Jersey Department of Transportation

Division of Right of Way

WORK CHECK SHEET FOR REVIEW OF OWNER HOUSING SUPPLEMENT

Route _____ Section _____ Parcel _____ Fed. Project No. _____ Occupant _____

CHECK LIST

BIS () ORS ()
OFFICE FIELD REMARKS

FORM RE-149

- a. Check to see all categories are complete (avg.; age; const.; size; bedrooms; total no. rooms; quality; condition; location; garage).....
- b. Check appraised FMV in report against FMV on registration sheet.....
- c. If there is a divergence in the explanation presented on reverse of form....
- d. Check arithmetic: est. cost of repl. housing minus acquisition cost equals probable supplement.....
- e. Is form properly dated, signed and certified by District Property and Relocation Reviewer.....

FORM RE-150

- a. Are all categories complete.....
- b. Are adjusted listing prices presented.....
- c. If listings diverge from subject, provide adequate explanation in report (No downward divergence in regard to bedrooms).....
- d. Is the most comparable listing noted and reasons given for choice.....
- e. Is form properly dated, signed and certified by person preparing estimate...

FORM RE-150 (Pages 2, 3, 4, 5, 7)

- a. Is address of listing and listing broker presented.....
- b. Is narrative description of listing in sufficient detail to insure that owners minimum needs are met.....
- c. Is date of availability/inspection present.....
- d. Are adjusted listing prices properly presented.....
- e. Check to see if pictures of subject and comparables are present.....
- f. Are building inspectors' reports or copy of certified letter request to inspector attached to each listing.....

Dated _____ District Property and Relocation Officer _____

REMARKS CONTINUED ON REVERSE SIDE ()

OWNERS REPLACEMENT HOUSING SUPPLEMENT REVIEW AND REGISTRATION

ROUTE _____ SECTION _____ PARCEL _____ OWNER _____

TO: Supervisor, Bureau of Property and Relocation

I have examined the relocation housing (schedule) (estimate) based on adjusted asking prices which have been secured by the District Office on their survey of current offerings in the real estate market and the evaluation appraisals for the subject property.

In my opinion the subject property falls in the following comparable categories:

- 1. Category of dwelling _____
- 2. Age group _____
- 3. Type construction _____
- 4. Size and Bedroom _____
- 5. Total Number of Rooms _____
- 6. Quality _____
- 7. Condition _____
- 8. Location and Site Amenities _____
- 9. Garage _____

The parcel to be acquired has been appraised at a fair market value of \$ _____. Thus, from the (schedule) (estimate), the computations for the probable housing payment are as follows:

Probable Selling Price of Selected Comparable \$ _____

Fair Market Value of Subject to be Acquired \$ _____

Probable Replacement Housing Supplement \$ _____

In establishing this replacement housing supplement, I understand the determined amount may be used in connection with a Federal Aid Highway Project. I have no direct or indirect, present or contemplated personal interest in these transactions nor will I derive any benefits from the supplemental payments. I further state that I do not have any business affiliation with the owners or brokers of the listing and/or the relocatees and/or any agent employed by the owner to represent them.

Date Reviewer

Witness

REGISTRATION CERTIFICATE

TO: District Property and Relocation Supervisor:

This is to inform you the above estimate of the probable replacement housing supplement has been registered by retention of the original copy which will be attached to the reviewing appraisers determination of value form RE-97A in this office. Returned herewith are the duplicate and triplicate copies of your report. As of this date of registration, the owner-occupant should be advised of the amount available to this owner upon proper application through the Bureau of Property and Relocation for relocation and purchase of decent, safe and sanitary replacement housing.

Date Area Supervisor, Bureau of Property and Relocation

NOTE: (Prepare in triplicate) Original, duplicate and triplicate copies to Headquarters office for registration (by signature and retention of original in the Headquarters Office). Registered duplicate and triplicate copies to be returned to reviewing appraiser for distribution to District Supervisor.



IN REPLY PLEASE REFER TO

State of New Jersey
DEPARTMENT OF TRANSPORTATION

1035 PARKWAY AVENUE
CN 600
TRENTON, NEW JERSEY 08625

Route
Section
Parcel
Owner
Project No.
(Confirmation of Offer)

HAZEL FRANK GLUCK
COMMISSIONER

Dear

Confirming my personal negotiations discussion with you of today for the above parcel, the State has had your property appraised so as to estimate the offer of compensation to be paid to you for the land to be acquired and all legally compensable damages to any remainder.

For your analysis and to assist you in a better understanding of the value offer which I have made without prejudice, there is attached copy of the State's approved appraisal. This appraisal provides the applicable comparable sales, leases and cost data relied on by the appraiser. It also explains the valuation methods and procedures utilized by the appraiser in arriving at his value conclusion. This offer may be broken down as follows for analysis purposes:

1. Value of all property in the taking area

\$ _____	Land	\$ _____	Improvements	\$ _____	Total
----------	------	----------	--------------	----------	-------

2. Loss of Value (damages) to remaining property outside the taking area

\$ _____

- Total estimate of just compensation for property taken and damages, if applicable

\$ _____*

* Compensation amount assumes property as owned, free and clear. Value includes all interests in the property.

I am pleased to have also informed you that should you residentially occupy the premises to be acquired, you may be entitled to a supplemental relocation payment as an additive for the purchase of a replacement dwelling up to \$ _____, based on the State's determination of the probable cost of replacement housing or the amount you actually pay for your replacement dwelling, whichever is less. This payment will be in addition to the payment for moving expenses to which you may be entitled, the actual reasonable and necessary closing costs required for the purchase of a replacement dwelling, and loss of favorable mortgage financing and mortgage prepayment penalties, if any.

The final amount of these payments will depend on the replacement dwelling you actually purchase. In order to receive the housing and related payments, you must purchase and occupy a decent, safe and sanitary dwelling within one year from the date you are required to move. The booklet entitled "Your Rights and Benefits If You Must Move" which you have received, explains in detail the requirements as well as the benefits and options to which you may be entitled. In the immediate future, a Relocation representative from the State will be in personal and continuing contact to help you with your pending relocation and to assist you in making application for our benefits, and with explanations regarding options which may be available to you. He will also explain for you the eligibility time requirements.

The proposed taking is as indicated on the attached, map we mutually reviewed. It is (entire) (partial) and in fee or such lesser interests as are shown on the map. The following improvements are considered to be realty and having been evaluated as such, they are to be acquired by the State:

It is trusted that you will find this meets with your approval and that an amicable agreement mutually satisfactory will be achieved. I am available for further discussion or to assist as requested.

Very truly yours,

Right of Way Negotiator	Date
Address	Telephone No.

Route
Parcel
Occupant

Section

Date

New Jersey Department of Transportation
Division of Right of Way

APPLICATION FOR HOUSING PAYMENTS

New Jersey Department of Transportation

Gentlemen:

On _____, 19 _____, we completed our relocation from the captioned parcel to _____
_____. We wish to make application for supplemental housing payments.

()

(CHECK IF OWNERS ONLY)

Enclosed herewith is a certified copy of the closing statement on our new home. We fully understand that we can receive as a supplemental payment only the amount we actually spent to purchase our new home which cannot exceed the amount of the State's bonus offer.

()

(CHECK IF TENANTS ONLY)

We certify that we do not own the subject premises and are lawful tenants in occupancy. We fully understand that our rental supplement will be based on the actual rent currently paid and cannot exceed the State's offer.

It is understood that you must conduct an inspection of our replacement dwelling to insure that it is safe and habitable and that our occupancy was within the time limit required by law.

If we have satisfied the requirements, we understand that you will process our invoice for payment.

To the best of our knowledge and belief, the replacement dwelling meets standards for decent, safe and sanitary housing.

(Signature)

Parcel _____
Project _____

New Jersey Department of Transportation
Division of Right of Way, Transportation

CLAIM FOR PAYMENT

Owner Mortgage Interest Rate and Incidental Expenses Application

Instructions: Attach certified copy of the closing statement and a Truth in Lending statement as regards your replacement mortgage. List incidental expenses for purchase of replacement dwelling and attach receipts.

Claimant's Name and Address (include zip code)

Data on Replacement Dwelling		
Address (include zip code)	No. of Bedrooms	Purchase Price \$
Are You occupying Dwelling <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Settlement	Date you moved in

	Mortgage Interest Data	
	Dwelling Acquired	Replacement
A. Outstanding Balance of Mortgage (if any)	\$ _____	\$ _____
B. Amount of monthly mortgage payment	\$ _____	\$ _____
C. Annual interest rate of mortgage	% _____	% _____
D. Remaining number of monthly mortgage payments	_____	_____
E. Term of mortgage (number of years)	_____	_____
F. Cost of points for mortgage	_____	\$ _____

Mortgage Incidental Expenses	
A. Legal costs	\$ _____
B. Title search fee	_____
C. Notary fee	_____
D. Survey costs	_____
E. Recording fees	_____
F. Lenders appraisal fee	_____
G. FHA application fee	_____
H. Certification fee	_____
I. Credit report fee	_____
J. Escrow fee	_____
K. Transfer taxes	_____
L. Other (Explain)	_____
TOTAL	\$ _____

I (we) certify under penalties and provision of the applicable State law, that the information submitted herewith has been examined by me (us) and is true, correct and complete.

Signature (s)	Date
---------------	------

New Jersey Department of Transportation
PROPERTY BUREAU TENANT/OWNER RENT SUPPLEMENT COMPUTATION AND REGISTRATION

Route _____ Section _____ Parcel _____ Project _____ Occupant _____

TO: District Supervisor

This is to inform you that in accordance with procedures and requirements of the Relocation Act, R.S. 27:7-72 et seq., the occupant of the above described parcel is entitled to the following rental supplement.

Occupancy data per site survey of _____ Requirements as per site survey:

Adults _____ No. of bedrooms _____

Children _____ Total no. of rooms _____

Monthly gross Household income (not including subsidies) _____ Minimum sq. ft. _____

Average monthly cost for rent and utilities for last 3 months in current premises \$ _____

Based on the estimate furnished by the _____ District, the monthly rent and estimated average monthly cost of utilities is \$ _____ for a comparable decent, safe and sanitary replacement dwelling.

Does average monthly cost for rent and utilities in old dwelling exceed 30% of monthly gross household income? (Yes) _____ (No) _____

If yes, compute Tenant/Owner Rent Supplement using formula below:

Monthly rent and estimated average monthly cost of utilities, as determined by State Study, for new dwelling or monthly rental in subsidized quarters \$ _____ monthly x 42 = \$ _____ (a)

Monthly gross household income x .30 = \$ _____ monthly x 42 = \$ _____ (b)

Estimated rental supplement entitlement (a minus b) \$ _____

If no, compute using formula below: (also utilize for owner rent supplement)

Monthly rent and estimated average monthly cost of utilities as determined by State study, for new dwelling or monthly rental subsidized quarters \$ _____ monthly x 42 = \$ _____ (a)

Average monthly cost for rent and utilities for last 3 months in old dwelling (b) or economic rent plus average monthly utilities in old dwelling \$ _____ monthly x 42 = \$ _____ (b)

Estimated Rental Supplement entitlement..(a minus b).....\$ _____

In establishing this rental supplement estimate, I understand that the determined amount may be used in connection with a Federal Aid Highway project. I have no direct or indirect, present or contemplated personal interest in these transactions nor will I derive any benefits from the supplemental payments. I further state that I do not have any business affiliation with the owners or brokers of the listing and/or the relocatees and/or any agent employed by the owners to represent them.

Date _____ By _____

Title _____

REGISTRATION CERTIFICATE

TO: Headquarters Area Supervisor, Bureau of Property and Relocation

The above has been reviewed for mathematical errors and procedural requirements and registered in the District Office on _____ by _____ Dist. Prop. & Relo. Officer

Reviewed and registered in Headquarters on _____ This is your authority to advise the occupant of the amount to which he/she is entitled upon proper application to the Bureau of Property and Relocation.

By: _____
Hdqters. Area Supv. Bu. of Prop. & Relo.

NOTE: (Prepare in triplicate) Orig., dup. and trip. copies to Headquarters Office, Bu. of Prop. & Relo. for registration. Dup. & trip. copies to be returned to reviewing appraiser for distribution to Dist. Prop. & Relo. Section.

6/89



IN REPLY PLEASE REFER TO

State of New Jersey
DEPARTMENT OF TRANSPORTATION

Route
Section
Parcel

HAZEL FRANK GLUCK
COMMISSIONER

1035 PARKWAY AVENUE
CN 600
TRENTON, NEW JERSEY 08625

Dear

On negotiations were initiated with the owner of the property which you occupy, for the acquisition of the property for highway construction.

As a result of my personal discussion with you today, this is to confirm that I have offered you the sum of \$ which specifies the maximum amount to which you are entitled as a tenant rent supplement. I have also advised you of the requirements to receive a replacement housing payment and furnished you a copy of the State's brochure entitled, "Your Rights and Benefits If You Must Move", which outlines additional benefits to which you may be entitled.

YOU ARE NOT REQUIRED TO MOVE AT THIS TIME, AND YOU SHOULD CONTINUE TO PAY YOUR RENT TO THE OWNER.

I will be in contact with you periodically to offer relocation assistance. At such time as you are required to move, you will be given 90 days advance notice and offered replacement housing.

At any time should you require additional assistance, I can be reached by telephone at or by writing

Relocation Officer

SUPPLEMENT NO. 19 (Refer to page 54)

ANTI-DISCRIMINATION CERTIFICATION

WE, _____ and _____,
do hereby list our property situate _____
with the New Jersey Department of Transportation for rent or sale to any
relocatee being displaced by reason of the construction of any highway;
and do hereby certify that we will comply with the Civil Rights laws of
the United States Government and the State of New Jersey by not denying
the sale or rental of said property to any relocatee because of race,
religious principles, color, national origin, ancestry, marital status,
age, sex, or physical handicap.

Owner's Name Date

Owner's Address

Owner's Name Date

Owner's Address



IN REPLY PLEASE REFER TO

State of New Jersey
DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
CN 600
TRENTON, NEW JERSEY 08625

Route
Section
Parcel
Occupant

COMMISSIONER

MOVING REIMBURSEMENT OFFER

Dear _____

Concerning the results of my personal meeting with you of this date, this is to confirm, in writing, that I personally explained the moving options and payments available to you and that I have given to you a moving reimbursement application and invoice in the amount of \$_____.

This will also confirm that I have offered you assistance in completing this application and if you require any further assistance, please feel free to contact me _____

_____. Telephone _____

Relocation Representative

Route
Section
Parcel
Occupant

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION
MOVER'S AND CONTRACTOR'S ESTIMATE AFFIDAVIT**

I certify that the attached moving estimate made for _____
dated _____ in the amount of \$ _____
by _____ to move the indicated personal property from the
above premises to _____
is an independent competitive submittal;

That unless otherwise expressly set forth hereinafter, I have not made nor caused to be made any other proposals, written or verbal, for this move in the name of the above firm or in any other name;

That I understand this estimate is to be used by the occupant of the above premises as part of an application for moving reimbursement on a Federal-Aid and/or a State public transportation project under the rules, regulations and policies promulgated in accordance with N.J.S.A. 27:7-75, 27:7-84 and 48:22-1 et seq. that:

1. My Mover's Certificate No. _____ is up to date and on file with the Public Utilities Commission, or
2. I am a licensed and/or certified _____
contractor, No. _____ (Trade or Craft)

That I have no other understandings with the occupant except as relates directly to the terms and conditions of the subject proposal.

That I am aware of and will comply with the Code of Ethics provided to me prior to the submission of this estimate.

(Mover/Contractor or Official Representative)

(Witness)

(Position)

(Address)

(Date)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION
MOVING COST REIMBURSEMENT AFFIDAVIT

Route
Section
Parcel
Occupant

I. AFFIDAVIT AND CLAIM FOR REIMBURSEMENT OF MOVING COSTS

I (we) (owners) (tenants) of the above-named property hereby swear:
We have occupied this property since _____, 19 _____. That, on the _____ day of _____, 19 _____, our personal property was removed from the above premises, located at _____ to _____ a distance of _____ miles, by (mover's name) _____ at a cost of \$ _____. Said moving was previously authorized by Right of Way Division, Department of Transportation on _____, 19 _____.
I swear that the invoice submitted for moving reimbursement covers substantially the same amount and items of inventory upon which the estimates were predicated and that said inventory has actually been moved and relocated.
Attached is my invoice for costs of removing personal property, as evidenced by the attached receipted bills in the amount of \$ _____. Check is to be made payable to the undersigned and mailed to (mailing address): _____

II. AFFIDAVIT AND REQUEST FOR DIRECT PAYMENT TO MOVERS

I (we) (owners) (tenants) of the above-named property hereby swear:
We have occupied this property since _____, 19 _____. That, on the _____ day of _____, 19 _____, our personal property was removed from the above premises, located at _____ to _____ a distance of _____ miles, by (mover's name) _____ at a cost of \$ _____. Said moving was previously authorized by Right of Way Division, Department of Transportation, on _____, 19 _____.
I swear that the invoice submitted for moving reimbursement covers substantially the same amount and items of inventory upon which the estimates were predicated and that said inventory has actually been moved and relocated.
Attached is my invoice for costs of removing personal property as evidenced by the attached movers certified unpaid bill. In accordance with prior agreement, we request the Department of Transportation to make direct payment to the mover.

III. AFFIDAVIT AND REQUEST FOR PAYMENT FOR SELF-RELOCATION

I (we) (owners) (tenants) of the above-named property hereby swear:
We have occupied this property since _____, 19 _____. That, on the _____ day of _____, 19 _____, our personal property was removed from the above premises, located at _____ to _____ a distance of _____ miles, by (mover's name) _____.
I swear that the invoice submitted for moving reimbursement covers substantially the same amount and items of inventory as the inventory upon which the estimates were predicated and that said inventory has actually been moved and relocated to the address designated.
Said moving was previously authorized by the Right of Way Division, Department of Transportation, and accomplished in accordance with written agreement with the State dated _____, 19 _____. Attached is my invoice for removing personal property in amount of the estimate approved by the State. As we have completed our relocation, we request payment of this invoice.

Sworn and subscribed to before me this _____ day of _____, A.D. 19 _____.

Notary Public of New Jersey
I (we) certify that all bills or receipts attached hereto accurately reflect services actually performed and that all other information submitted herewith or included herein is true and correct.
I (we) understand that falsification of any item in this claim or submitted herewith may result in forfeiture of the entire claim and subject the signatories to the laws of perjury.

L.S. _____ L.S.

IV. MOVER'S AFFIDAVIT

I hereby swear that I, _____, moved the above-mentioned occupant, _____ from the premises located at _____ to _____ on _____. I further swear that the move was accomplished for the sum of \$ _____ and that the invoice and paid bill submitted for moving reimbursement covers substantially the same amount and items of inventory as the inventory upon which the estimates were predicated.
Sworn and subscribed to before me this _____ day of _____, A.D. 19 _____.

Notary Public of New Jersey

L.S. _____ L.S.

V. RELOCATION OFFICER'S AFFIDAVIT

I hereby certify that on _____, I inspected the personal property of _____ to be relocated from the captioned parcel and that the personal property was substantially the same as that listed in the moving estimates previously approved.
I also certify that I performed a post-move inspection of the personal property relocated to _____ on _____ and that this property is substantially the same as that inspected prior to the relocation.
I further certify that I have no direct or indirect present or contemplated future personal interest in the relocation nor will I benefit from the approval of this moving estimate. I understand that such displacement was prompted by the acquisition of right of way for a highway to be constructed by the State of New Jersey, with the assistance of Federal-aid highway funds (or entirely as a State-financed project).

day of _____, A.D. 19 _____.

Notary Public of New Jersey

Relocation Officer

VI. REMARKS

Route
Section
Parcel
Occupant

Date

NEW JERSEY DEPARTMENT OF TRANSPORTATION
Division of Right of Way, Transportation

APPLICATION FOR MOVING REIMBURSEMENT
(SELF-MOVE)

New Jersey Department of Transportation

Gentlemen:

The undersigned hereby request that they be authorized to perform a self-move of their personal property, since it appears to be the only practical solution to a complex relocation problem as outlined below:

It is understood that the amount to be paid shall be in the form of a written agreement with the State. Further, payment shall not be processed until a post-move inspection has been accomplished.

Signature

Route _____
 Section _____
 Parcel _____
 Project _____

New Jersey Department of Transportation
 Division of Right of Way, Transportation

CLAIM FOR PAYMENT

INCOME BASIS IN LIEU OF MOVING EXPENSE

Business or Farm Operation

CLAIM MUST BE FILED WITHIN 6 MONTHS OF DATE OF MOVE. PRINT OR TYPE ALL INFORMATION.

Claimant's Name and Address	Name and Address of Business or Farm				
Claimant's Phone No.	Date of Move:				
Address Moved To (If Applicable)	Controlling Dates		Month	Day	Year
	(a) Property vacated on				
	(b) Last day to file claim				
	(c) Claim filed on				

I CERTIFY that I have examined the income tax returns submitted with the Request for Determination of Entitlement by the above named claimant. I have found the net earnings to be as follows:

19____, \$____; 19____, \$____; Annual net earnings \$_____

 Date Division of Accounting, Bureau of Internal Audit Department of Transportation

Payment of this claim is requested in the amount of \$_____

I CERTIFY that I am the owner or authorized representative of the business or farm operation named above; that no other claim for reimbursement or compensation for payment of moving expense or in lieu of moving expense has been submitted, or payment received, or will be accepted from any other source, by me or on behalf of said business or farm operation. I understand this claim for payment is based on information previously submitted to the Department of Transportation and that all such information is true and correct and is a part of this claim.

Claimant's _____ Title _____

Signatures _____ Title _____

Vacancy verified on (date) _____ By _____
Signature

I CERTIFY that I have examined this claim and the Request for Determination of Entitlement with substantiating documentation, submitted in connection with this claim, and have found it to conform to the applicable provisions of N.J.S.A. 27: 7-75 et. seq. . The determinations required have been made with respect to this claim. This claim is approved and payment is authorized in the amount of \$_____.

 Date Authorized Signature

NEW JERSEY DEPARTMENT OF TRANSPORTATION

DWELLING LEASE OCCUPANCY AGREEMENT

Route
 Section
 Parcel
 Lease Account No.

Name of Lessee: _____

Address: _____
 The New Jersey Department of Transportation has acquired the property which you occupy and will be your landlord for the time you continue in occupancy. The terms and conditions for your continued occupancy are listed in detail below:

- a. Rent to be charged: \$ _____ per month.
- b. Starting date of lease: _____
- c. Date on which rent begins: _____
- d. Date on which rent payment is due: _____ (Rent must be paid no later than the 10th of the month. Failure to pay rent on time may result in eviction.)
- e. Use of the land or improvements shall conform to all prevailing municipal zoning ordinances, planning board approvals, and permit requirements.
- f. The lessee shall be responsible for all damage caused to his property by flood, fire, war, falling objects, collision by vehicles, vandalism, any act of nature, or because of any other related cause, except for the negligent acts of the Department of Transportation, its agents, employees or contractors.
- g. The lessee shall assume all risk of and responsibility for and agrees to indemnify, defend, and save harmless the State of New Jersey, its employees and officials from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property, or injury, or damage to the person, body, or property of any individuals or entities, whatsoever, which directly or indirectly arise or result or is alleged to arise or result from the use, condition and maintenance of the property and any improvements or equipment found thereon, or occurs or is alleged to have occurred on or about the leased property.
- h. If the Department discovers any unsafe or unsightly condition or disruptive or noisy activity on the leased premises, the same shall be remedied at the lessee's expense within seventy-two (72) hours notice thereof by the Department, which may be oral.
- i. At the termination of this lease, the lessee will surrender the leased property in as good condition as it was delivered at the commencement of the term, except for reasonable use and wear and damage by the elements. If the lessee leaves any personal property in the residence, the lessor may: a) dispose of it and charge the lessee for the cost of disposal, or b) keep it as abandoned personal property.
- j. The lessee shall furnish heat and hot water to the premises in addition to the rent and will pay all charges for fuel, water, electricity, gas and garbage and trash removal during the term of this lease, or any renewal thereof. The lessee shall not keep or have on the property any article or thing of a dangerous, inflammable or explosive character which might increase the danger of fire upon the property or which might be pronounced "Hazardous" or "Extra Hazardous" by any responsible insurance company.
- k. Upon reasonable notice to the lessee, the lessor shall have the right to enter the property or any part thereof, at reasonable hours, for the purpose of examining same.
- l. The lessee shall keep the property and the fixtures in the property in good order and repair and shall, at the lessee's expense, make all required repairs to the plumbing, range, heating apparatus, air conditioning, sprinklers, electric or gas fixtures, or other property whenever damage has resulted from the lessee's misuse or neglect.
- m. Lessor shall pay for normal maintenance of the roof and structure. Lessee shall pay for all other minor repairs.

- n. The lessee shall be responsible for snow removal and shrub and tree maintenance.
- o. The lessee shall take possession of and use the house only as a private residence. The lessee shall not allow the house to be used for any business, professional, or unlawful purpose.
- p. The lessee will be given a refund of unused rent in the event he moves out before the end of any period for which he paid in advance provided proper notice is given the State.
- q. The rent must be paid at our _____ District Office located at _____ which is open Monday through Friday, except for holidays, from 9:00 a.m. to 4:30 p.m. State personnel are not permitted to accept rent outside the office. The telephone number, should you need to call, is _____
- r. This lease may be cancelled by the State on 30 days written notice except for cause. In which event the lease may be cancelled on five (5) days written notice. The lease shall automatically be renewed for successive terms of one month each unless cancelled by either party. Cancellation by the lessee requires 30 days written notice.
- s. The property may be occupied by you and your immediate family only and may not be sublet.
- t. Other special conditions and provisions:

In witness whereof, the parties hereto have caused this rental agreement to be signed this day of _____, 19 ____.

I (we) agree to the terms and conditions set forth above.

STATE OF _____

COUNTY OF _____

NAME: _____

NAME: _____

WITNESS: _____

APPROVED BY:

Secretary
Department of Transportation

Director of Right of Way - Transportation

NEW JERSEY DEPARTMENT OF TRANSPORTATION
COMMERCIAL LEASE OCCUPANCY AGREEMENT

ROUTE
SECTION
PARCEL
RENT ACCOUNT NO.

NAME OF LESSEE:

ADDRESS:

The State of New Jersey, Department of Transportation, hereby leases to _____ the captioned parcels. The terms and conditions of occupancy are presented below:

- a. Rent to be charged:
- b. Starting date of lease: Date of lease approval by the Department of Transportation.
- c. Date on which rent begins: First day of month following approval by the Department of Transportation.
- d. The rent payable under this agreement shall be made to the New Jersey Department of Transportation, Division of Right of Way,

and shall be made no later than the 10th day of each month. Failure to promptly pay same shall be considered a breach of the terms of this lease and may result in termination of the leasehold.

- e. The lessee shall be responsible for all utilities and maintenance expenses, including installation and removal thereof, when required under this lease, and damage thereto resulting from any cause except the negligence of the Department of Transportation, its employees, agents or contractor.
- f. When the lease is terminated, the lessee must leave the premises in substantially the same condition as they are now.

- g. Gasoline, oil and all chemical by products considered to be a hazardous material by the New Jersey Department of Environmental Protection or the Federal EPA that may have seeped into the ground during use of the property by lessee, its agents, contractors, employees or assigns shall be removed by lessee, all in accordance with the aforementioned agencies requirements, at lessee expense.
- h. Lessee will be given a refund of unused rent in the event lessee moves out before any period for which rent was paid in advance provided proper notice is given to the State.
- i. The property may be occupied by lessee only and may not be sublet.
- j. The lessee shall be responsible for all damage caused to his property and all improvements by flood, fire, war, falling objects, collision by vehicles, vandalism, any act of nature, or because of any other related cause, except for the negligent acts of the Department of Transportation, its agents, employees or contractors.
- k. The lessee shall assume all risk of and responsibility for and agrees to indemnify, defend and save harmless the State of New Jersey, its employees and officials from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property, or injury, or damage to the person, body, or property of any individuals or entities, whatsoever, which directly or indirectly arise or result or is alleged to arise or result from the use, condition, or maintenance of the property and any improvements or equipment found thereon, or occurs or is alleged to have occurred, on or about the leased property.
- l. The lessee shall obtain comprehensive liability insurance coverage during the terms of this lease as to the occupied premises. The policy shall name the Commissioner of Transportation, her agents and employees as an additional insured. The coverage to be provided shall be as broad as the standard, basic, unamended and unendorsed comprehensive general liability policy. The minimum policy shall be \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence including bodily and property damage. The limit per person shall be no less than \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS) per person and \$250,000.00 (TWO HUNDRED FIFTY THOUSAND DOLLARS) for property damage. The policy shall apply to all incidents arising from the maintenance or condition of the premises including acts of nature whether

they be suffered by guest, business invitees, employees, family members, etc. Coverage shall also apply to incidents occurring off the property limits of the leased premises, but caused directly or indirectly by the conditions or maintenance of the leased premises as well as acts of nature. The policy shall be obtained from a company authorized to write general liability insurance within the State of New Jersey. Proof of insurance shall be supplied on demand to the State at any time during the terms of the lease.

- m. This lease may be terminated by the State on 30 days written notice except for cause, in which event termination will be required on five (5) days written notice, but shall be automatically renewed for successive terms of one month each unless cancelled by either party.
- n. If the Department discovers any unsafe or unsightly condition or disruptive or noisy activity on the leased premises, same shall be remedied at the lessee's expense within seventy-two (72) hours notice thereof by the Department, which may be oral.
- o. Use of land or improvements shall conform to all prevailing municipal zoning ordinances, planning board approvals, and permit requirements.
- p. The lessee shall not have the right to store any combustible materials on the leased premises.
- q. The area under lease is located in more particularly described and outlined in red on a map entitled "General Property Parcel Map" marked as "Exhibit "A" attached hereto and made a part hereof.
- r. The lessee agrees to maintain the leased premises in a pleasing appearance, taking all reasonable steps to protect the health and safety of the general public, to the satisfaction of the State.
- s. Upon termination of this lease, by either party, the State reserves the right to require the lessee to restore the leased premises, in part or in whole, to essentially the same physical condition as at the inception of the lease.
- t. The lessee must arrange for his own services for snow removal.
- u. The lessee agrees not to use the property for the display or erection of commercial billboards, signs, devices or advertising displays.

- v. The lessee agrees not to construct a permanent or semi-permanent installation on the leased premises.
- w. The State shall have the right and authority to enter upon the leased premises for the purpose of inspection and to conduct necessary sampling, testing and boring operations, upon one (1) day notice, which may be oral.
- x. OTHER CONDITIONS:

Superseded

I (we) agree to the terms and conditions set forth above.

STATE OF NEW JERSEY

COUNTY OF

Name

Witness

APPROVED BY:

Director of Right of Way
Transportation

Secretary, Department of Transportation

ROUTE _____ SECTION _____
PARCEL _____ PROJECT _____
RENTAL ACCT. NO. _____

NEW JERSEY DEPARTMENT OF TRANSPORTATION
Division of Right of Way, Transportation
GENERAL AUTHORIZATION AND REQUISITION

District Office and Address _____ Person to Contact _____

Phone Number _____

Date Required _____ Priority _____

{ } Critical { } Important { } Routine

SHIP TO _____ BILL TO _____

QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE

The undersigned has no direct or indirect present or contemplated personal interest in these transactions nor will I derive any benefits therefrom. I further state that I do not have any business affiliation with the relocatees or vendors and/or any agent employed by occupant to represent them.

Name _____ Title _____ Date _____

EXECUTIVE APPROVALS _____ See Schedule on Reverse Side

NAME _____ TITLE _____ DATE _____

INSTRUCTIONS

The Executive having final approval sends the pink copy to the vendor or contractor.

The blue copy shall be forwarded to the Bureau Manager and upon completion of the order and approval of the invoice, the District shall forward the yellow copy and the invoice to Bureau Headquarters for processing.

EXECUTIVE APPROVAL SCHEDULE

<u>FINAL EXECUTIVE APPROVAL LEVELS</u>	<u>AMOUNT</u> (Up to and Including)
District Property and Relocation Supervisor	\$1,000.00
Bureau Manager.....	\$5,000.00
Division Head.....Over.....	\$5,000.00

Route _____
Section _____
Parcel _____
Occupant _____
Lease Account Number _____
Date _____

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY
STATEMENT BY LANDLORD IN COMPLIANCE WITH
N.J.S.A. 46:8-43 and N.J.S.A. 46:8-26 et seq.

Name of Owner: New Jersey Department of Transportation

Address of Owner: 1035 Parkway Avenue - CN 600
Trenton, New Jersey 08625

Name of Occupant: _____

Address of Rental Property: _____

Date of Lease Agreement: _____

Number of Rental Units: _____ Unit Number _____

Name of Managing Agent: _____
(District Property Supervisor)

Address of Managing Agent: _____
(District Office)

Telephone of Managing Agent: _____ (Office) _____ (Emergency)

Fuel Oil Dealer: _____

Address of Fuel Oil Dealer: _____

Grade of Fuel Oil: _____

(Signature - Area Supervisor)
Bureau of Property and Relocation

Original Clerk of Municipality
Duplicate Tenant Occupant
Triplicate Headquarters Office Property and Relocation
Quadruplicate District Office Property and Relocation

Form RE-71-a 11/72

New Jersey Department of Transportation
VACATION OF BUILDINGS

ROUTE _____ SECTION _____ PARCEL NO. _____

OWNER _____

Your cooperation is required so that final payment for your property will not be delayed. Your agreement provides for the (vacation) (legal possession) of the buildings on the premises. Our representative must be on hand to receive the keys and certify that any buildings included in the transaction have been properly vacated or legal possession delivered to the State in accordance with the terms of the agreement. You will be responsible for the condition of the buildings until the keys to the premises have been turned over to our representative personally.

Please phone or write to the address indicated below and our representative will arrange to be available at the time you intend to vacate or deliver legal possession, which according to the agreement is on or before _____

Owner to retain _____

Date _____

Keys received and premises properly vacated.

(Title)

Form RE-171 (a) 8/70

NEW JERSEY DEPARTMENT OF TRANSPORTATION
Division of Right of Way, Transportation
PROPERTY POSSESSION CERTIFICATE

Route _____ Section _____ Parcel No. _____

Owner _____

Your cooperation is required so that final payment for your property will not be delayed. Your agreement provided for the (vacation) (legal possession) of the premises. You will be responsible for the condition of the property until such time as the premises have been turned over to our representative.

Please phone or write to the address indicated below and our representative will arrange to be available at the time you intend to vacate or deliver legal possession, which according to the agreement is on or before

Owner to retain _____

Date _____

Premises properly vacated.

(Title)
SUPPLEMENT NO. 34 (Refer to page 102)

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF POSSESSION - REMOVAL

Form RE-7 2/78

Prepare in duplicate. Forward white & yellow copies to N.J.D.O.T. 1035 Parkway Ave. Trenton, N.J. Attention: Director, Division of Right of Way

DATE ISSUED	ROUTE	SECTION	PARCEL
-------------	-------	---------	--------

NAME OF OWNER

Certification is herewith made of compliance by above named owner with all obligations under terms and conditions of agreement with State of New Jersey insofar as possession or removal of buildings and other structures from the premises described in said agreement is concerned.

ENTER DATES WHERE APPLICABLE

- _____ Buildings and obstructions removed and replaced on remaining property and right of way cleared.
- _____ Buildings remodeled and obstructions removed and right of way cleared.
- _____ Buildings removed to another location.
- _____ Buildings demolished.
- _____ Possession of property accepted by State.

CHECK APPROPRIATE BOX

- Vacant Land Improvements Vacated Subject to State's Lease Occupancy Agreement(s)

The undersigned certifies he is aware that under the Federal Highway Administration Title III requirement, no owners are required to vacate their premises in a purchase agreement case unless and until the monetary consideration has been tendered to them, or in a condemnation matter, unless and until a Declaration of Taking has been filed and the Fair Market Value estimate of just compensation has been deposited with the Clerk of the Superior Court, and is therefore available to the owner.

Name of Person making certification

Owners New Address

Title

RECORDED AND FORWARDED TO TITLE OFFICER

Date

By

New Jersey Department of Transportation
Division of Right of Way, Transportation

IMPROVEMENT RETENTION ESTIMATE

Route _____ Section _____ Parcel _____

Owner _____

Date _____

TO: District Supervisor

The above owner has informed us that he wishes to retain and remove _____

In order to document and support the basis of the deduction to charge this owner for the proposed retention and removal of the improvements in question, an improvement retention evaluation is required before negotiations can proceed. In preparing this estimate, I have considered the following matters:

Superseded

It is my opinion that based on the foregoing, all other factors being equal and subject to average auction results, the price that this structure would bring on the market if disposed of under competitive conditions, purchaser to retain and remove same from within the right of way and fill any excavations, is \$ _____. In establishing this improvement retention estimate, I understand the determined amount may be used in connection with a Federal Aid Highway Project. I have no direct or indirect, present or contemplated personal interest in these transactions nor will I derive any benefits from the supplemental payments. I further state that I do not have any business affiliation with the owners or brokers of the listing and / or the relocatees and /or agent employed by the owner to represent them.

WITNESS _____

DATE _____

District Property and Relocation Officer

REGISTRATION CERTIFICATE

TO: District Property and Relocation Officer

This is to inform you the above improvement retention estimate has been registered by retention of the original copy in this office. Returned herewith are the duplicate and triplicate copies of your report.

Date

Area Supervisor, Bureau of Property & Relocation

(SEE REVERSE SIDE FOR REVIEW AND ANALYSIS)

NOTE: (Prepare in triplicate) Original, duplicate and triplicate copies to Headquarters Office for registration (by signature and retention of original in the Headquarters Office). Registered duplicate and triplicate copies to be returned to reviewing appraiser for distribution to District Supervisor.

RE-187

STATE OF NEW JERSEY
DIVISION OF RIGHT OF WAY
REQUEST TO WAIVE ADVERTISING

ROUTE:
SECTION:
PARCEL:
PROJECT:

OWNER:

DATE:

Manager, Bureau of Property and Relocation:

Permission is requested to release this structure to the demolition or construction contractor immediately, without being advertised for sale.

This permission is requested for the following reasons:

Area Supervisor
Bureau of Property and Relocation

APPROVED:

Manager, Bureau of Property and Relocation

Title is vested in the State by virtue of

Agreement Deed Recorded _____

Declaration of Taking Filed _____

SUPPLEMENT NO. 37 (Refer to Page 106)

NEW JERSEY DEPARTMENT OF TRANSPORTATION

Division of Right of Way

BID ACCEPTANCE PROPOSAL

PURSUANT TO PUBLIC SALE OF BUILDINGS

Route

Section

Project

Parcel

Received from _____
Address _____

the sum of _____ (\$ _____) Dollars on account of purchase price
of _____ (\$ _____) Dollars bid at public sale held on
_____ for the building and/or buildings located on the parcel of
property set forth at the head of this proposal.

DEPARTMENT OF TRANSPORTATION

BY _____

The successful bidder hereby agrees that he will comply with the terms and conditions of the specifications set forth herein and made a part hereof:

Within seven (7) days of written notice of the acceptance of the bid by the Commissioner of Transportation, the balance of the amount of the bid shall be paid by certified check to the order of the NEW JERSEY DEPARTMENT OF TRANSPORTATION. In addition, the successful bidder shall provide a \$1,000.00 certified check to the order of the NEW JERSEY DEPARTMENT OF TRANSPORTATION, for each unit, to guarantee compliance with all the terms of the sale. Failure to forward the balance due within the seven (7) day period or to accomplish any of the other required terms shall cause the deposit to be forfeited to the State as liquidated damages and not as a penalty.

Title to said building and/or buildings shall pass to the successful bidder upon the execution of the contract by the Commissioner of Transportation and the payment to the State of the full purchase price.

The building and/or buildings as described above shall be removed from the right of way of the highway at the bidder's expense. The successful bidder shall cause the foundation walls to be razed to ground level, crack the concrete cellar floor, fill in the cellar to ground level with nondeteriorating material, plug all sewer outlets, and remove all debris from the site within 45 days from the acceptance of the bid by the Commissioner of Transportation, but not before such acceptance. The building and/or buildings shall not be relocated within the area of any contemplated highway improvement for which the right of way has been officially designated as of the date of the sale.

The successful bidder will defend and save harmless the Commissioner of Transportation, agents and employees, from all claims of any nature whatsoever arising out of the removal of the building and/or buildings, or arising out of any excavation or condition on the premises caused by the bidder or his agents in effecting such removal; and from all liability, property damage, fire, theft or any acts of vandalism from the date of the approval of the bid by the Commissioner of Transportation. The successful bidder shall provide a protective liability insurance policy covering the successful bidder and the Commissioner of Transportation, agents and employees, in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS, which policy shall not be changed or cancelled until the work has been completed and/or ten (10) days written notice has been given to the State. Evidence of the existence of this policy shall be submitted to the Department of Transportation upon notification that the bid has been accepted by the Commissioner of Transportation.

The State shall not be liable for any damages arising out of its failure to give possession to the successful bidder at any specific time, however, if the State fails to give possession within ten (10) days after notification that the bid has been accepted by the Commissioner of Transportation, the successful bidder may, at his option, notify the State in writing that he desires to cancel the contract, and the State will return the purchase price and the performance deposit without penalty.

This contract shall not be assigned or transferred without prior written consent of the Commissioner of Transportation.

All work shall be done in accordance with applicable State laws, and with the rules, regulations, codes and ordinances of all political subdivisions. The successful bidder shall obtain all permits required by law.

The successful bidder further agrees not to occupy, use or permit to be occupied, the building or buildings described above until and unless they are relocated from the State's property.

The Commissioner of Transportation reserves the right to reject all bids and if in the Commissioner's opinion there appears to be any collusion between bidders, the Commissioner shall have the right to refuse any bid from that person, persons, or corporation for such time as the Commissioner shall determine. If the bid is rejected, the deposit will be returned.

By submission of this bid or proposal, the bidder certifies that:

- (a) The bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- (b) The bid has not been knowingly disclosed, and will not be knowingly disclosed, prior to the date of the public sale, to any other bidder, competitor or potential competitor.
- (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- (d) He has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf.
- (e) Attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate, by the signator on this bid proposal, in behalf of the corporate bidder.

Any violation of the conditions herein set forth may nullify the sale, in which event the State reserves the right to recover the building(s) on three (3) days written notice to the purchaser irrespective of the location or the condition of the building(s) at the time of such notice. In the event of such nullification, the purchaser will not be entitled to compensation for any obligations incurred or money expended in connection with the demolition or removal of the building or buildings, and shall forfeit the performance deposit and any other payments made to the State on account of the purchase of the building or buildings.

The performance deposit will be returned to the successful bidder upon the satisfactory completion of the terms and conditions of the sale, such satisfactory completion to be determined by a representative of the Department of Transportation.

Dated _____, 19 _____

This bid proposal is hereby approved and accepted this _____ day of _____, 19 _____.

RECOMMENDED FOR APPROVAL

DEPUTY ATTORNEY GENERAL

THE STATE OF NEW JERSEY

APPROVED

BY

DEPUTY COMMISSIONER OF TRANSPORTATION

NEW JERSEY DEPARTMENT OF TRANSPORTATION

Division of Right of Way	Route
BID ACCEPTANCE PROPOSAL	Section
PURSUANT TO PUBLIC SALE OF LAND	Project
	Parcel

Received from _____

Address _____

the sum of _____ (\$ _____) Dollars on account of purchase price of _____ (\$ _____) Dollars bid at public sale held on _____ for lands and premises located on the parcel of property set forth at the head of this proposal.

DEPARTMENT OF TRANSPORTATION

BY _____

The successful bidder hereby agrees that he will comply with the terms and conditions of the specifications set forth herein and made a part hereof:

The successful bidder will be required to pay twenty-five percent (25%) of the amount of the bid, in cash or by certified check, drawn to the order of the NEW JERSEY DEPARTMENT OF TRANSPORTATION, at the time of the sale.

Within seven (7) days of written notice of the acceptance of the bid by the Commissioner of Transportation, or duly authorized representative, the balance of the amount of the bid shall be paid by certified check to the order of the NEW JERSEY DEPARTMENT OF TRANSPORTATION. Failure to forward the balance due within the seven (7) day period or to accomplish any of the other required terms shall cause the deposit to be forfeited to the State as liquidated damages and not as a penalty.

The contract shall not be assigned or transferred without prior written consent of the Commissioner of Transportation or duly authorized representative.

The Commissioner of Transportation or duly authorized representative, reserves the right to reject all bids and if in the Commissioner's opinion there appears to be any collusion between bidders, then the Commissioner shall have the right to refuse any bid from that person, persons, or corporation for such time as the Commissioner shall determine. If the bid is rejected, the deposit will be returned.

By submission of this bid or proposal, the successful bidder certifies that:

- (a) The bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- (b) The bid has not been knowingly disclosed, and will not be knowingly disclosed, prior to the date of the public sale, to any other bidder, competitor or potential competitor.
- (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- (d) He has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf.
- (e) Attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate, by the signator on this bid proposal, in behalf of the corporate bidder.

Dated _____, 19 _____

This bid proposal is hereby approved and accepted this _____ day of _____, 19 _____.

RECOMMENDED FOR APPROVAL

THE STATE OF NEW JERSEY

DEPUTY ATTORNEY GENERAL

APPROVED BY DEPUTY COMMISSIONER OF TRANSPORTATION

CONDITIONS OF SALE LAND

The successful bidder will be required to pay twenty-five percent (25%) of the amount of the bid, or fifty dollars (\$50.00), whichever amount is greater, in cash, or by certified check drawn to the order of the New Jersey Department of Transportation, (hereinafter State) no later than 3:00 p.m. on the day of the auction, to a designated representative of the State. No extensions shall be granted and no waiver shall be given.

Within seven (7) calendar days of receipt of the written notice of the acceptance of the bid by the Commissioner of Transportation, the balance of the amount of the bid shall be paid by certified check to the order of the State. The State reserves the right to seek actual damages if the successful bidder refuses to take possession or in any manner breaches the terms and conditions set forth herein or as subsequently announced at the time of the auction. The State reserves the right to retain damages out of the deposit money in the event of a breach. Any difference between the sum on deposit and the damages incurred will be returned without interest.

The State shall not be liable for any damages arising out of its failure to give possession to the successful bidder at any specific time. If the State fails to tender the deed within one hundred twenty (120) days after notification that the bid has been accepted by the Commissioner of Transportation, the successful bidder may, at his option, notify the State, in writing, that he desires to nullify the contract, and the State will return the purchase price and the performance deposit without penalty or interest.

The deed will exclude any right, title or interest in and to any State highway adjoining the premises, and if the parcel of land abuts a State freeway or traffic circle, then the right of direct access thereto shall be denied. The deed shall also restrict the use of the premises as a junk yard, salvaged materials or used automobile lot, and will prohibit the use of the premises for billboard or outdoor advertising unless it directly concerns a business conducted on the same premises.

The Commissioner of Transportation reserves the right to reject all bids for any reason whatsoever. Furthermore, if, in his opinion, there appears to be any collusion between bidders, then he shall have the right to refuse any bid from that person, persons, or corporation for such time as he shall determine. If the bid is rejected for any reason, the deposit will be returned without interest.

The successful bidder shall certify that the bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

In the event that the successful bidder is acting as an agent for a corporation, it is necessary that a certified corporate resolution be submitted as evidence of his authority to act on behalf of the corporation.

The State reserves the right to establish a minimum starting bid on any or all lands. Further conditions of the sale, if any will be announced at the time of holding the sale, and the right to withdraw any or all lands from the sale is reserved. All bids shall be considered offers for the purchase of real property from the State and shall be subject to acceptance by the Commissioner of Transportation.

All sales are subject to any outstanding Riparian Claim asserted by the Tidelands Resource Council. All sales are subject to all municipal zoning requirements and all State statutes, rules and regulations regarding the use thereof as well as approval of driveway access. In addition, this sale is subject to all easements of record and all utility easements whether or not of record. The buyer is required to inquire of the various public regulatory agencies of municipal, county and State government as well as public utilities or quasi-public utilities as to the applicable restrictions upon the use of the land being auctioned. No representation or warranties are made as to the title held by the State to the land being auctioned. Conveyance shall be by bargain and sale deed, without covenant against acts of grantor, and without affidavit of title. Any sale shall be subject to the Contractual Liability Act, N.J.S.A 59:13-1 et seq. Any additional conditions for this particular sale are provided below:

**ALL BIDS ARE SUBJECT TO THE APPROVAL OF
THE COMMISSIONER OF TRANSPORTATION**

CONDITIONS OF SALE BUILDING

The successful bidder will be required to pay twenty-five percent (25%) of the amount of the bid, or fifty dollars (\$50.00), whichever amount is greater, in cash, or by certified check drawn to the order of the New Jersey Department of Transportation, (hereinafter State) no later than 3:00 p.m. on the day of the auction, to a designated representative of the State. No extensions shall be granted and no waiver shall be given.

Within seven (7) calendar days of receipt of the written notice of the acceptance of the bid by the Commissioner of Transportation, the balance of the amount of the bid shall be paid by certified check to the order of the State. The successful bidder shall post a \$1,000 (One Thousand Dollar) certified check to the order of the Department of Transportation for each unit to guarantee compliance with all terms of the sale. Failure to forward the balance due within the seven (7) day period or to accomplish any of the other required terms shall cause the deposit to be forfeited to the State as liquidated damages and not as a penalty.

Title to said building or buildings shall pass to the successful bidder upon the execution of the contract by the Commissioner of Transportation and the payment to the State of the full purchase price.

The building and/or buildings as described above shall be removed from the right of way of the highway at the bidder's expense. The successful bidder shall cause the foundation walls to be razed to ground level, the basement filled with nondeteriorating material, plug all sewer outlets, and remove all debris from the site within 45 days from the acceptance of the bid by the Commissioner of Transportation, but not before such acceptance. The building and/or buildings shall not be relocated within the area of any contemplated highway improvement for which the right of way has been officially designated as of the date of the sale.

The bidder will defend and save harmless the Commissioner of Transportation, his agents and employees, from all claims of any nature whatsoever arising out of any excavation or condition on the premises caused by the bidder or his agents in effecting such removal, and from all liability, property damage, fire, theft or any acts of vandalism from the date of the approval of the bid by the Commissioner of Transportation.

The successful bidder shall provide a protective liability insurance policy to cover the successful bidder and the Commissioner of Transportation, his agents and employees in the minimum amount of \$1,000,000.00 (ONE MILLION DOLLARS) (single limits) which policy shall not be changed or cancelled until the work has been completed and/or ten (10) days written notice has been given to the State. Evidence of the existence of this policy shall be submitted upon being notified that the bid has been accepted by the Commissioner of Transportation.

The State shall not be liable for any damages arising out of its failure to give possession to the successful bidder at any specific time, however, if the State fails to give possession within thirty (30) days after notification that the bid has been accepted by the Commissioner of Transportation, The successful bidder may, at his option, notify the State in writing that he desires to cancel the contract, and the State will return the purchase price and the performance deposit without penalty.

The Commissioner of Transportation reserves the right to reject all bids and if, in his opinion, there appears to be any collusion between bidders, then he shall have the right to refuse any bid from that person, persons, or corporation for such time as he shall determine. If the bid is rejected, the deposit will be returned.

The successful bidder shall certify that the bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

In the event that the successful bidder is acting as an agent for a corporation, it is necessary that a certified corporate resolution be submitted as evidence of his authority to act on behalf of the corporation.

Any violation of the conditions herein set forth may nullify the sale, in which event, the State reserves the right to recover the buildings on three (3) days written notice to the purchaser irrespective of the location or the condition of the buildings at the time of such notice. In the event of such nullification, the purchaser will not be entitled to compensation for any obligations incurred or money expended in connection with the demolition or removal of the building or buildings.

The State reserves the right to establish a minimum starting bid on any or all buildings. Further conditions of the sale, if any, will be announced at the time of the holding the sale, and the right to withdraw any or all buildings from the sale is reserved.

ALL BIDS ARE SUBJECT TO THE APPROVAL OF
THE COMMISSIONER TRANSPORTATION

CONDITIONS OF LEASE AUCTION

The State reserves the right to establish a minimum rental on this parcel. The minimum rental set is \$ _____ per month.

The successful bidder will be required to pay, in advance, a one month deposit based on the highest approved bid, in cash, or by certified check, drawn to the order of the Department of Transportation at the time of the sale. In addition, he will also submit, in cash or certified check, \$150 to defray the auction costs.

Before approval of the lease, the successful bidder will be required to present evidence of a Public Liability Insurance Policy in the minimum amount of \$1,000,000.00 (ONE MILLION DOLLARS) bodily injury and \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS) for property damage liability, to protect the successful bidder and the Commissioner of Transportation, his agents and assigns.

Within seven (7) days of written notice of the acceptance of the bid by the Commissioner of Transportation, evidence of the existence of the liability coverage must be presented to the Department of Transportation. Failure to forward evidence of liability insurance within the seven (7) day period shall cause the deposit to be forfeited to the State as liquidated damages and not as a penalty.

The State shall not be liable for any damages arising out of its failure to give possession to the successful bidder at any specific time, however, if the State fails to give possession within thirty (30) days after notification that the bid has been accepted by the Commissioner of Transportation, the successful bidder may, at his option, notify the State, in writing, that he desires to cancel the contract, and the State will return the deposit without penalty.

The Commissioner of Transportation reserves the right to reject all bids and if, in his opinion, there appears to be any collusion between bidders, then he shall have the right to refuse any bid from that person, persons, or corporation for such time as he shall determine. If the bid is rejected, the deposit will be returned.

The successful bidder shall certify that the bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

In the event the successful bidder is acting as an agent for a corporation, it is necessary that a certified corporate resolution be submitted as evidence of his authority to act on behalf of the corporation.

The lease will prohibit the use of the premises for the display or erection of commercial billboards, signs, devices or advertising displays. In addition, the premises may not be used as a junkyard, salvaged materials or used automobile lot.

Further conditions of the lease auction, if any, will be announced at the time of the auction.

The State reserves the right to cancel the auction without further written notice.

ALL BIDS ARE SUBJECT TO THE APPROVAL OF THE COMMISSIONER OF TRANSPORTATION.

CONDITIONS OF SALE EQUIPMENT

The successful bidder will be required to pay twenty-five percent (25%) of the amount of the bid, or fifty dollars (\$50.00), whichever amount is greater, in cash, or by certified check drawn to the order of the New Jersey Department of Transportation, (hereinafter State) no later than 3:00 p.m. on the day of the auction, to a designated representative of the State. No extensions shall be granted and no waiver shall be given.

Within seven (7) calendar days of receipt of the written notice of the acceptance of the bid by the Commissioner of Transportation, the balance of the amount of the bid shall be paid by certified check to the order of the State. The State reserves the right to seek actual damages if the successful bidder refuses to take possession or in any manner breaches the terms and conditions set forth herein or as subsequently announced at the time of the auction. The State reserves the right to retain damages out of the deposit money in the event of a breach. Any difference between the sum on deposit and the damages incurred will be returned without interest.

Title to said equipment shall pass to the successful bidder upon the execution of the contract by the Commissioner of Transportation and the payment to the State of the full purchase price.

The equipment, as described above shall be removed from the right of way of the highway at the bidder's expense within thirty (30) days from the acceptance of the bid by the Commissioner of Transportation, but not before such acceptance.

The bidder will defend and save harmless the Commissioner of Transportation, his agents and employees, from all claims of any nature whatsoever arising out of the removal of the equipment, or arising out of any condition on the premises caused by the bidder or his agents in effecting such removal, and from all liability, property damage, fire, theft or any acts of vandalism from the date of the approval of the bid by the Commissioner of Transportation, and shall provide a protective liability insurance policy to cover the successful bidder and the Commissioner of Transportation, his agents and employees in the minimum amount of \$1,000,000.00 (ONE MILLION DOLLARS) (single limits) which policy shall not be changed or cancelled until the work has been completed and/or ten (10) days written notice has been given to the State. Evidence of the existence of this policy shall be submitted upon being notified that the bid has been accepted by the Commissioner of Transportation.

The State shall not be liable for any damages arising out of its failure to give possession to the successful bidder at any specific time, however, if the State fails to give possession within thirty (30) days after notification that the bid has been accepted by the Commissioner of Transportation, The successful bidder may, at his option, notify the State in writing that he desires to cancel the contract, and the State will return the purchase price and the performance deposit without penalty.

The Commissioner of Transportation reserves the right to reject all bids and if, in his opinion, there appears to be any collusion between bidders, then he shall have the right to refuse any bid from that person, persons, or corporation for such time as he shall determine. If the bid is rejected, the deposit will be returned.

The successful bidder shall certify that the bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

In the event that the successful bidder is acting as an agent for a corporation, it is necessary that a certified corporate resolution be submitted as evidence of his authority to act on behalf of the corporation.

Any violation of the conditions herein set forth may nullify the sale, in which event, the State reserves the right to recover the equipment on three (3) days written notice to the purchaser irrespective of the location or the condition of the equipment at the time of such notice. In the event of such nullification, the purchaser will not be entitled to compensation for any obligations incurred or money expended in connection with the removal of the equipment and shall forfeit any other payments made to the State on account of the purchase of said equipment.

The State reserves the right to establish a minimum starting bid on any or all equipment. Further conditions of the sale, if any, will be announced at the time of the holding the sale, and the right to withdraw any or all equipment from the sale is reserved. All bids shall be considered offers for the purchase of the equipment from the State of New Jersey, Department of Transportation and shall be subject to acceptance by the Commissioner of Transportation.

Any sale shall be subject to the Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

**ALL BIDS ARE SUBJECT TO THE APPROVAL OF
THE COMMISSIONER TRANSPORTATION**

ROUTE _____
SECTION _____
PARCEL _____
DATE _____

RELEASE OF BUILDINGS

Regional Engineer:

You are hereby notified that the building(s) located on the above captioned parcel formerly owned by _____ and consisting of the following improvements _____ are hereby released to your Division for demolition this date.

Title is vested in the State by virtue of:

- () Agreement Deed Recorded _____
- () Declaration of Taking Filed _____

SUPERVISOR - AREA
BUREAU OF PROPERTY AND RELOCATION

cc: District Supervisor
ATTN: Property Section Supervisor

TO: Bureau of Property and Relocation

Building(s) demolished: DATE _____

DEMOLITION RESIDENT ENGINEER

Route _____
 Section _____
 Parcel _____
 Project _____

New Jersey Department of Transportation
 Division of Right of Way, Transportation

CLAIM FOR PAYMENT

Down Payment Alternate and Incidental Expense Application

Instructions: Attach certified copy of closing statement and a Truth in Lending statement as regards your replacement mortgage. List incidental expenses for purchase of replacement dwelling and attach receipts.

Claimant's Name _____

Dwelling from which you moved

Dwelling to which you moved

Address (include zip code) _____

Date moved in _____

Date moved out _____

Total no. of rooms _____

No. of bedrooms _____

N/A

Down Payment \$ _____

Date of Purchase of Replacement Dwelling _____

Expenses Incidental to Purchase

A. Legal costs	\$ _____
B. Title search fee	_____
C. Notary fee	_____
D. Survey costs	_____
E. Recording fees	_____
F. Lenders appraisal fee	_____
G. FHA application fee	_____
H. Certification fee	_____
I. Credit report fee	_____
J. Escrow fee	_____
K. Transfer taxes	_____
L. Other (Explain)	_____
TOTAL	\$ _____

I (we) certify under penalties and provisions of the applicable State law, that the information submitted herewith has been examined by me (us) and is true, correct and complete. I (we) further certify that my (our) replacement dwelling is decent, safe and sanitary.

Signature (s) _____

Date _____

STATE OF NEW JERSEY

DEPARTMENT OF TRANSPORTATION

DIVISION OF RIGHT OF WAY

Superseded



PROPERTY AND
RELOCATION MANUAL