



Warning:

- This is a SHORT course. It is intended as an overview of a complex area of the law, and we are just going to cover the basics.
- You'll get <u>general</u> information not legal advice for any specific problem.
- Your sitting through it does not establish an attorneyclient relationship with the speaker (but we can be friends).
- Course Identification/Reference Number is: C20160374

Introduction

- The Players:
 - **Owners**
 - Contractors
 - OSubcontractors
 - OSuppliers
 - •Lenders
 - Obesign Professionals
 - Government
 - OUnions



Introduction

• The Machinery of Government

Department of Community Affairs

- Division of Codes and Standards
 - Bureau of Homeowner Protection
 - Bureau of Housing Inspection
- Division of Fire Safety

× Department of Law & Public Safety

• Division of Consumer Affairs

Department of Banking and Insurance

- Division of Banking
 - Office of Consumer Finance
- × Department of Environmental Protection
- × Municipal Planning & Development Offices
 - Construction Code Officials
- × USA

Introduction

ORecurring Themes

- × Public Policy found in the Legislative Comments
 - These are laws that were passed to address perceived problems
- Darlings of the law at odds: Leveling the field for consumers and contractors
 - Bargaining power shapes the bargain
 - "Freedom of contract" vs "A level playing field"

× Safety

- Cost to make inherently dangerous activities safe(r)
- o "Societal Cost" vs "Prohibitive Cost"

- "The New Home Warranty and Builders' Registration Act."(N.J.S.A 46:3B-1 et seq.) provides that a warranty must be issued by all builders of new residential construction for the protection of consumers of residential real estate.
- The warranty insures certain standards and quality of construction for various components of new home.
- Covers condominiums and cooperatives.
- Only new homes covered previously occupied and rehabilitated pre-existing homes outside protection of the Act.

- "The New Home Warranty and Builders' Registration Act."(N.J.S.A 46:3B-1 et seq.)
- Enacted in 1977 to provide a broad scope for the warranty of a new home and standards for construction and quality of the structural elements and components of a new home.
- Requires a builder to register with the State of New Jersey before starting construction of any new home and before offering a warranty on any new home bought and sold in the State.
- Bureau of Homeowner Protection administers the New Home Warranty Program
 - Also, the Planned Real Estate Development Program, the Continuing Care Retirement Communities Program and the Landlord-Tenant Information Service

- Department of Community Affairs issues registration certificate to any qualified builder of new construction indicating that the builder is registered with the state of New Jersey to issue new home warranties.
- Any builder who fails to register under the New Home Warranty and Builder's Registration Act subject to a penalty not to exceed \$2,000 for each offense, to be enforced and collected by the Commissioner of the Department of Community Affairs in the name of the state in a summary proceeding in accordance with the Penalty Enforcement Law (N.J.S.A. 2A:58-1 *et. seq.).*

- New Home Warranty and Builders' Registration Act requires a builder to warrant each new home and to provide warranty follow up services: the builder is the warrantor of the home.
- The liability of a builder under a warranty is limited by law to the purchase price of the home in the first good faith sale or the fair market value of the home on its completion date, if there is no good faith sale.

- The builder or the warranty plan of which the builder is a member is responsible for providing the homeowner with a full statement of warranty coverage and warranty claims procedures, on forms pre approved by the program at closing of sale of the new residence.
- No certificate of occupancy is issued unless the builder presents proof to the local construction official that the new home is covered by a warranty.
- The warranty is effective when the title is first transferred from builder to owner or when possession or occupancy is first given by the builder to the owner.

- The law provides warranty coverage as follows:
- During the first year of a new home's warranty, warranty coverage extends to defective systems, workmanship, materials, plumbing, electrical and mechanical systems, appliances, fixtures, and equipment, and major structural defects.

- From the commencement date of the warranty up to two (2) years from that date, the mechanical, electrical, and plumbing systems and major structural defects are covered. The builder is responsible for warranty coverage during the first two years.
- During the third through tenth years of coverage, only major structural defects are covered.

- In the event the builder does not make repairs on claims for which the builder has been found responsible, then the State New Home Warranty Security Fund covers the cost of these repairs.
- The law and regulations also provide a process through which the builder and the homeowner can resolve disputes over corrections of such defects.
- If a builder is found negligent and/or does not participate in this dispute settlement process, the builder's registration can be suspended or revoked, thus preventing the builder from building new homes in New Jersey.

New Home Warranty Coverage

- Home Owners Warranty Coverage
 - O Private Warranty Plans
 - × As required by law, all NJ-approved warranty plans must offer the same warranty coverage. Performance standards that are specified in the New Home Warranty and Builders' Registration Act regulations apply to all approved plans.
 - State Warranty Plan / State New Home Warranty Security Fund
 - The State Warranty Plan is open to all registered builders. Any builder not participating in an approved private warranty plan is automatically enrolled in the State Plan. The rate for each new home enrolled is based upon a builder's warranty enrollment and dispute settlement records.
 - O Contrast: Insurance
 - Warranty Responsibility, Timing and Effectiveness

Election of Remedies

- Claims Resolution Process for Private Plans must provide:
 - Complaint, claims, and payment procedure that provides for an attempt at informal settlement between the builder and the homeowner of any claim and requires that any homeowner making a claim provide written notice to the builder.
 - Conciliation and/or arbitration of any warranty claim dispute by an independent third party.
 - Right of appeal the homeowner has the opportunity to accept or reject a conciliation decision and may appeal the decision in court.
 - Procedural deadlines: fixed periods of time for action by the builder or homeowner pursuant to the arbitration/conciliation decision.

Election of Remedies

Claims Resolution Process for the State Plan

Unless an emergency situation arises or a major structural defect exists, a homeowner must wait 120 days from the commencement date of
the warranty before the homeowner can file a claim (Notice of Claim and Demand). The homeowner must notify the builder in writing with a
list of defects found in the home. The builder has the choice to repair, replace, or pay for the correction of the defect, if the defect is covered
by the warranty. The builder is also responsible for actual reasonable shelter expenses during any repair that has rendered the home
uninhabitable.

The builder must inspect and repair the defect(s) covered by the warranty within 30 days of the homeowner's notice. If the builder does not, the homeowner may file a formal Notice of Claim and Demand with the New Home Warranty Program. The New Home Warranty Program is then responsible for providing a means of claims resolution.

This process begins with conciliation, in which a skilled, impartial, neutral third party meets with the builder and the homeowner at the new home to attempt to resolve the conflicts. This neutral third party is an independent conciliator/arbitrator. If successful, the conciliator/arbitrator will make an arbitration award, with the permission of both parties. If there is no agreement reached, or if any part of the dispute remains unresolved after the conciliation meeting, the conciliator/arbitrator may then proceed into an arbitration meeting, if the homeowner and builder both agree. As a result of the meeting, the arbitrator will render judgment within a few weeks. This award is legally binding on both parties. The award is limited to a determination of the existence of an eligible defect under the New Home Warranty regulations, whether the builder will repair or replace the defect(s), and the time within which the builder will perform the corrective action. The arbitrator cannot make a monetary award: he can only require repair or replacement, if necessary, except in the case of reimbursement for emergency or temporary repairs. There is no cost to the homeowner or builder for conciliation or arbitration under the State Plan. The arbitration award is not appealable through the program.

If, after the conciliation process, either the homeowner or builder do not agree to arbitration, the process of a Bureau (of Homeowner Protection, New Home Warranty Program) decision begins. A Program staff member conducts a hearing to review the defects in the home and renders a written decision. The decision is binding on all parties, but can be appealed within 15 days of the decision. An administrative hearing through the New Jersey Office of Administrative Law is then provided.

If a builder refuses to repair or replace defects as directed in the written arbitration award or the Bureau decision, the State Plan then assumes financial responsibility for correction of the defects in the home. However, the program will take administrative action against the builder, such as revocation or suspension of the builder's registration. For additional information, contact the Division of Codes and Standards, Bureau of Homeowner Protection, New Home Warranty Program, PO Box 805, Trenton, New Jersey 08625-0805, (609)984-7905.

Election of Remedies

• Suit:

 Remember, you are barred from suing if you have started the claims resolution process under a private or State warranty plan, and you are barred from proceeding under the warranty once you file suit.

 A builder may also include a general arbitration clause in the contract, which will prevent a homeowner from being able to use the court system. In that event, general arbitration may be selected by the homeowner instead of using homeowner warranty arbitration.

Dwelling Trusts

- Deposit for Residential Construction (Dwelling Trusts) N.J.S.A. 2A:29A-1 et seq.
- N.J.S.A. 2A:29A-1 requires generally that deposits on development homes be treated as trust funds to be used only for the development of the tract.
 - All moneys paid as a deposit or advance by a person who has contracted or agreed to purchase a dwelling house to be constructed, shall constitute trust funds for the purpose of carrying out the provisions of said contract or agreement.
 - In any case in which more than 1 dwelling house is to be constructed as part of the development of a tract of land, said trust funds may be used in the development of said tracts of land.
 - Any use of said moneys, other than for the purpose of carrying out the provisions of said contract or agreement, shall constitute an unlawful diversion of trust funds.

• MATTER OF URBANICK, *117 N.J. 300;* 566 A.2d 814

• (1989)

Dwelling Trusts

- § 2A:29A-2. Enforcement of trust; jurisdiction
- Any trust arising under the provisions of this act shall be enforceable by a civil action in the Superior Court of New Jersey and that court shall have jurisdiction to make any appropriate order or judgment both pendente lite and final to fully effectuate the purposes of this act.
- § 2A:29A-3. Insolvency or bankruptcy of person receiving money deposited or advanced
- In the event of the insolvency or bankruptcy of the person receiving the said moneys, the claim of the person who paid the said moneys shall constitute a statutory trust with respect to any moneys so received and not previously expended in accordance with the terms of the contract or agreement.
- § 2A:29A-4. Unlawful diversion of trust funds; offender as disorderly person
- Any person party to said contract or agreement, or any agent of said person, or any
 officer of a corporation receiving said moneys, who with knowledge that such moneys
 constitute trust funds, unlawfully diverts or consents to an unlawful diversion of such
 moneys shall be a disorderly person and subject to a fine of not less than \$ 200.00 or
 by imprisonment for not more than 30 days, or both.

- The governing statute is the New Jersey Home Repair Financing Act, N.J.S.A.17:16C-62 et seq.
- Extension of some of the provisions of the Retail Installment Sales Act specifically directed to home repairs.
- Requires licensing of certain home improvement contractors and their salespeople.
- Controls "home repair installment contracts" where the buyer is paying the purchase price for home repairs in two or more installments over a period of time that extends beyond the completion of the work.

The Act also applies to finance companies that typically will provide the financing by paying the initial purchase price to the contractor and then receiving the payments back from the homeowner together with the financing charges.

- Contract for a purchase over a period of time through installments must be clearly identified, and each of its terms must be stated on the face of the contract, including
 - othe interest rate,
 - the amount of payments,
 - the total financing cost that will be paid over the period of time,
 - the monthly payments
 - and other details with respect to what is being paid.

- Prohibited contract provisions:
 - Acceleration clause, which would allow the seller or finance company to immediately demand payments that were to be due in the future if they felt insecure with the buyer's ability to continue payments.
 - Waiver of any right, claim or defense against the seller or the sales finance company.
 - Release of the seller or the holder (i.e., the company that may buy the rights to receive payments under the installment sales contract from the seller or original finance company) from liability.

Remedies for violation

- Prohibited contract terms will render the installment contract unenforceable for illegality, and no finance, delinquency, collection or refinancing charge may be recovered.
- If the seller includes improper charges, the entire contract may be found to be void and unenforceable, and the buyer may be entitled to recovery of all monies previously paid.
- Failure to include required provisions will subject seller to fines and penalties.
- Criminal liability for contractor or finance company that knowingly violates the Act.

- Department of Banking and Insurance
 - O Division of Banking
 - × Office of Consumer Finance
- The home repair contractor license issued by DOBI is required for a New Jersey home repair contractor who executes financed home repair contracts on the goods or services provided to New Jersey consumers for home repair work.
 - A home repair contractor who deals strictly in cash installment payments over a period of 90 days or less or accepts credit card payments does not need to obtain this license.

- All salespeople who are writing retail installment agreements on the goods or services provided must be licensed as a Home Repair Salesperson.
- A home repair salesperson may be affiliated with only one licensed home repair contractor at one time.
- The DOBI advises on its website that all home repair contractors, regardless of payment method, must also contact NJ Division of Consumer Affairs concerning required registration.
- However, N.J.A.C. 13:45A-17.4(a)7 exempts "Any person licensed as a home financing agency, a home repair contractor or a home repair salesman pursuant to N.J.S.A. 17:16C-77, provided that the person is acting within the scope of such license" from the registration requirements of the Contractor Registration Act.

- Door-to-Door Home Repair Sales Act of 1968 N.J.S.A. 17:16C-95 et seq.
 - Compare: Federal Trade Commission's Cooling-Off Rule (ie., 16 C.F.R. PART 429— RULE CONCERNING COOLING-OFF PERIOD FOR SALES MADE AT HOMES OR AT CERTAIN OTHER LOCATIONS)

- Applies to situations where the contract papers are brought to the buyer's home or to some other location other than the contractor's place of business for signing.
- Homeowner has three business days after signing to change his or her mind and terminate or rescind the contract.

- The contract that is to be signed at the buyer's home, usually resulting from telemarketing or door-to-door marketing efforts by a contractor, must include a **bold print notice** advising the homeowner of her right to rescind the contract within three business days.
- The contract must also state the manner in which that termination must occur.
- The homeowner must receive two copies of the contract, including the notice, at the time of signing.

- The contract must include:
 - the home repair contractor's name and place of business,
 - a description of the goods and services sold,
 - the amount of money to be paid, and
 - o the homeowner's signature.
- No receipt required to be delivered by the owner shall contain, or be accompanied by any document which contains, provisions by which the owner waives his rights under this Act.

- A home repair contractor who in the ordinary course of business regularly uses a language other than English,
 - in any advertising or other solicitation of owners, or
 - in any printed forms for use by owners, or
 - in any face-to-face negotiations with owners, shall deliver the two copies of the receipt to an owner whose principal language is such other language one in English and one in the other language.

- The receipt required to be delivered to the owner shall also clearly and conspicuously bear, in at least 10-point bold type, the following statement:
- "NOTICE TO OWNER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE HOME REPAIR CONTRACTOR OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN 5 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE HOME REPAIR CONTRACTOR YOU MAY POSSESS. IF YOU WISH YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING 'I HEREBY RESCIND' AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE HOME REPAIR CONTRACTOR FOR YOUR RECORDS."

 Within 10 business days after receipt of timely notice of intent to rescind, the contractor must pick up any previously delivered goods or materials at his or her own expense, and must refund to the homeowner all monies paid.

	FTC 3-Day Notice of Cancellation
•	(Date)[enter date of transaction]
	YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.
	IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.
•	IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.
•	IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.
•	TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CONTRACTOR NAME, AT 123 EAST MAIN STREET, MOORESTOWN, NEW JERSEY 08057 NOT LATER THAN MIDNIGHT OF (date)
	enter last date to cancel]
	I HEREBY CANCEL THIS TRANSACTION.
•	(Date)
•	[enter date of cancellation] (Buyer's signature)




Home Improvement Practices

- Home Improvement Practices
 N.J.A.C.13:45A-16.1 et. seq.
- Definitions
- 'Per se' violations of the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- Connecting the dots treble damages and the 'ascertainable loss'

Home Improvement Practices

- § 13:45A-16.2. Unlawful practices
- (a) Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., utilization by a seller of the following acts and practices involving the sale, attempted sale, advertisement or performance of home improvements shall be unlawful hereunder:
- 1. Model home representations: ...;
- 2. Product and material representations:
- 3. Bait selling:....
- 4. Identity of seller:...
- 5. Gift offers:...
- 6. Price and financing:...
- 7. Performance:....
- 8. Competitors:...
- 10. Building permits:...
- 11. Guarantees or warranties:....
- 12. Next: ...
- 13. Disclosures and obligations concerning preservation of buyers' claims and defenses: ...

Home Improvement Practices

- 12. Home improvement contract requirements-writing requirement: All home improvement contracts for a purchase price in excess of \$ 500.00, and all changes in the terms and conditions thereof shall be in writing. Home improvement contracts which are required by this subsection to be in writing, and all changes in the terms and conditions thereof, shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including, but not limited to, the following:
- i. The legal name and business address of the seller, including the legal name and business address of the sales representative or agent who solicited or negotiated the contract for the seller;
- ii. A description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the name, make, size, capacity, model, and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction materials to be used. Where specific representations are made that certain types of products or materials will be used, or the buyer has specified that certain types of products are to be used, a description of such products or materials shall be clearly set forth in the contract;
- iii. The total price or other consideration to be paid by the buyer, including all finance charges. If the contract is one for time and materials, the hourly rate for labor and all other terms and conditions of the contract affecting price shall be clearly stated;
- iv. The dates or time period on or within which the work is to begin and be completed by the seller;
- v. A description of any mortgage or security interest to be taken in connection with the financing or sale of the home improvement; and
- vi. A statement of any guarantee or warranty with respect to any products, materials, labor or services made by the seller.

 On May 13, 2004, the Governor signed the Contractors' Registration Act into law establishing, among other things, a new registration program for home improvement contractors who engage in the business of selling or making home improvements in this State. (N.J.S.A. 56:8-136 et seq.)

 "Home improvement" means the remodeling, altering, renovating, repairing, restoring, modernizing, moving, demolishing, or otherwise improving or modifying of the whole or any part of any residential or noncommercial property. Home improvement shall also include insulation installation, and the conversion of existing commercial structures into residential or non-commercial property. N.J.S.A. 56:8-137 (excerpt)

"Home improvement" means the remodeling, altering, painting, repairing, renovating, restoring, moving, demolishing, or modernizing of residential or noncommercial property or the making of additions thereto, and includes, but is not limited to, the construction, installation, replacement, improvement, or repair of driveways, sidewalks, swimming pools, terraces, patios, landscaping, fences, porches, windows, doors, cabinets, kitchens, bathrooms, garages, basements and basement waterproofing, fire protection devices, security protection devices, central heating and air conditioning equipment, water softeners, heaters, and purifiers, solar heating or water systems, insulation installation, siding, wall-to-wall carpeting or attached or inlaid floor coverings, and other changes, repairs, or improvements made in or on, attached to or forming a part of the residential or noncommercial property, but does not include the construction of a new residence. The term extends to the conversion of existing commercial structures into residential or noncommercial structures into residential or noncommercial structures into residential or noncommercial property, but does not include the conversion of existing commercial structures into residential or noncommercial property conditions. N.J.A.C. 13:45A-17.2

- Home improvement contractors, unless otherwise exempt, must now be registered with the New Jersey Division of Consumer Affairs.
 - Renewing the registration on an annual basis and providing information required by the Director,
 - Paying the required renewal fees,
 - Maintaining the required commercial general liability insurance policy,
 - Using written contracts, when appropriate, that are in compliance with existing regulations and N.J.S.A. 56:8-151, and
 - Displaying the registration certificate and registration number in accordance with N.J.S.A. 56:8-144.

- Exemptions from Registration (NJAC 13:45A-17.4):
- 1. Any person registered pursuant to "the New Home Warranty and Builders' Registration Act," P.L. 1977, c.467 (N.J.S.A. 46:3B-1 et seq.), but only in conjunction with the building of a new home as defined in N.J.A.C. 5:25-1.3;
- 2. Any person performing a home improvement upon a residential or non-commercial property owned by that person, or by the person's family;
- 3. Any person performing a home improvement upon a residential or non-commercial property owned by a bona fide charity or other non-profit organization;
- 4. Any person regulated by the State as an architect, professional engineer, landscape architect, land surveyor, electrical contractor, master plumber, locksmith, burglar alarm business, fire alarm business, or any other person in any other related profession requiring registration, certification, or licensure by the State, who is acting within the scope of practice of that profession;
- 5. Any person employed by a community association or cooperative corporation who is making home improvements within the person's scope of employment at the residential or non-commercial property that is owned or leased by the community association or cooperative corporation;
- 6. Any public utility as defined under N.J.S.A. 48:2-13;
- 7. Any person licensed as a home financing agency, a home repair contractor or a home repair salesman pursuant to N.J.S.A. 17:16C-77, provided that the person is acting within the scope of such license; and
- 8. Any home improvement retailer with a net worth of more than \$ 50,000,000 or any employee of such home improvement retailer who is making or selling such home improvements within the person's scope of employment of the home improvement retailer.

A registered contractor must display prominently the original or duplicate registration certificate issued by that Division at each place of business and the registration number on all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services in this State, and on certain commercial vehicles used by the registrant. N.J.A.C. 13:45A-17.11

- All invoices, contracts and correspondence given to a consumer by a New Jersey home improvement contractor must contain the following notice:
- FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

 In addition to the requirements of a home improvement contract pursuant the home improvement practices regulations, N.J.A.C. 13:45A-16.2, every home improvement contract to which a person required to be registered as a home improvement contractor is a party must comply with the provision of N.J.S.A. 56:8-151.

- N.J.S.A. 56:8-151:
- Every home improvement contract for a purchase price in excess of \$500 and all changes in the terms and conditions of the contract, shall be in writing. The contract shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including but not limited to:

(1) The **legal name, business address, and registration number** of the contractor;

(2) A copy of the certificate of commercial general liability insurance required of a contractor pursuant to section 7 of this act and the telephone number of the insurance company issuing the certificate; and

(3) The **total price** or other consideration to be paid by the owner, including the finance charges.

- N.J.S.A. 56:8-151:
- The contract shall contain a conspicuous notice printed in at least 10-point bold-faced type as follows:

"NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

(Name of Contractor)

(Address of Contractor)

(Phone Number of Contractor)

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice."

- N.J.S.A. 56:8-151:
- A home improvement contract may be cancelled by a consumer for any reason at any time before midnight of the third business day after the consumer receives a copy of it
- In order to cancel a contract the consumer shall notify the contractor of the cancellation in writing, by registered or certified mail, return receipt requested, or by personal delivery, to the address specified in the contract.

• N.J.S.A. 56:8-151:

- All moneys paid pursuant to the cancelled contract shall be fully refunded within 30 days of receipt of the notice of cancellation.
- If the consumer has executed any credit or loan agreement through the contractor to pay all or part of the contract, the agreement or note shall be cancelled without penalty to the consumer and written notice of that cancellation shall be mailed to the consumer within 30 days of receipt of the notice of cancellation.

Department of Law & Public Safety, Division of Consumer Affairs

- New Jersey State Board of Architects
 - Certified Landscape Architects
 - Interior Design Examination and Evaluation Committee
- O Board of Examiners of Electrical Contractors
 - Fire Alarm, Burglar Alarm and Locksmith Advisory Committee
- State Board of Examiners of Master Plumbers
- Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration (HVACR) Contractors
- O Board of Professional Engineers and Land Surveyors
 - Home Inspector Advisory Committee

- <u>New Jersey State Board of Architects</u> is responsible for protecting the public's health and safety by determining the qualifications of architects seeking licensure in this State, establishing standards for practice, and disciplining licensees who do not adhere to those requirements.
 - The practice of architecture is the rendering of services in connection with the design, construction, enlargement, or alteration of a building or a group of buildings and the space within or surrounding those buildings, which have as their principal purpose human use or habitation. These services include site planning, providing preliminary studies, architectural designs, drawings, specifications, other technical documentation, and administration of construction for the purpose of determining compliance with drawings and specifications.

• State Board of Architects Laws NJSA 45:3-1, et seq.

Interior Design Examination and Evaluation Committee

- "Interior design services" means rendering or offering to render services, for a fee or other valuable consideration, in the preparation and administration of interior design documents, including, but not limited to, drawings, schedules and specifications which pertain to the design intent and planning of interior spaces, including furnishings, layouts, non-load bearing partitions, fixtures, cabinetry, lighting location and type, outlet location and type, switch location and type, finishes, materials and interior construction not materially related to or materially affecting the building systems, in accordance with applicable laws, codes, regulations and standards.
 - Interior Designers Certification Act, NJSA 45:3-31, et seq.

Landscape Architects

• The Board of Architects is responsible for safeguarding life, health and property, and promoting the public welfare. A person using the title "Landscape architect" and engaging in the practice of landscape architecture in this State is required to submit evidence that the person is qualified to be licensed to practice landscape architecture. It is unlawful for a person not licensed as a landscape architect to use the title "landscape architect" or any other title, sign, card or device in a manner which tends to convey the impression that the person is a licensed landscape architect. Every holder of a license shall display it in a conspicuous place in his principal office, place of business or employment.

• Landscape Architects

- The practice of landscape architecture is any service in which the principles and methodology of landscape architecture are applied in consultation, evaluation, planning and design including the preparation and filing of sketches, drawings, plans and specifications for review and approval by governmental agencies, and responsible administration of contracts to the extent that the primary purpose of the contractual services is the preservation, enhancement or determination of proper land uses, natural land features, ground cover and planting, naturalistic and aesthetic values, the settings and approaches, or environment for structures or other improvements, the grading of land and water forms, natural drainage and determination of related impacts and sedimentation, blight or other hazards. This practice includes the proposed location and arrangement of those tangible objects and features as are incidental and necessary for any government approval and as may be prescribed by State or local authorities, but does not include the design of structures or facilities ordinarily included in the practice of engineering or architecture and does not include the making of land surveys or land plats for official approval or recording or other services as set forth in subsection (e) of section 2 of P.L. 1938, c.342 (C.45:8-28).
- Licensed Landscape Architect Laws, NJSA 45:3A-1, et seq.
- o f.k.a. Certified Landscape Architects

 Board of Examiners of Electrical Contractors licenses and regulates electrical contractors; registers qualified journeyman electricians; and is responsible for granting exemptions from licensure to persons or businesses engaged in telecommunications wiring in New Jersey.

Fire Alarm, Burglar Alarm and Locksmith Advisory Committee

 Board of Examiners of Master Plumbers licenses and regulates master plumbers in New Jersey.
 The State Plumbing License Law of 1968, NJSA 45:14C-1, et seq., eff. Dec. 26, 1968.

- State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration (HVACR) Contractors
 - The State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration Contractors Board (Board) is proposing N.J.A.C. 13:32A to implement P.L. 2007, c. 211, the State Heating, Ventilating, Air Conditioning and Refrigeration Contracting License Law) (the Act), N.J.S.A. 45:16A-1 et seq., became effective on December 20, 2007. and to provide for the licensure and regulation of master heating, ventilating, air conditioning, and refrigeration contractors (master HVACR contractors). Comment on newly proposed regulations by May 18, 2012.

- <u>State Board of Professional Engineers and Land</u> <u>Surveyors</u> licenses engineers in training, land surveyors in training and companies offering professional engineering and land surveying services. The Joint Committee of Architects and Engineers reviews complaints specific to the Building Design Services Act.
- Home Inspector Advisory Committee, which is under the State Board of Professional Engineers and Land Surveyors, licenses home inspectors and regulates the home inspection profession.

- Department of Environmental Protection
 - Landscape Irrigation Contractors Examining Board
 - Landscape Irrigation Contractor Certification Act of 1990 (N.J.S.A. 45:5AA-1 et seq.)
 - State Well Drillers & Pump Installers
 Examining & Advisory Board
 - × Subsurface and Percolating Waters Act (N.J.S.A. 58:4A-4.1, 8)

 The various Division of Codes and Standards programs are based on *Code*, rooted in *Law* and implemented through *Rule* and *Regulation*.

Adopted Codes and Standards

- Lead Hazard Evaluation and Abatement Code NJAC 5:17
- Residential Site Improvement Standards NJAC 5:21
 - http://www.state.nj.us/dca/divisions/codes/codreg/pdf_regs/njac_5_21 .pdf

O Uniform Construction Code NJAC 5:23

- × Technical Subcodes
- Adoption, revision and change

		QUALIFICAT		-		011200 (01				PERMIT NO.		
Applicant Completes: Section			ATIC		PERI	MIT	1. Buik 2. Elec 3. Plun 4. Fire	trical	office use of	nly) \$ 	Update	Update
I. IDENTIFICATION 1. Proposed Work Site at: 2. Name of Owner in Fee: Tel Address		e-mail _	idpality		zip c	ode	8. Sub 9. Stat 10. Sub	s 20% for State total e Permit Surch total t. of Occupancy er	arge Fee	\$ \$ \$		
4. Principal Contractor.				Tel +mail			1. Num 2. Heig	ING/SITE CHA nber of Stories ght of Structure a — Largest Fie			ft.	(office use only)
License No. OR, if new horr Home Improvement Contrac Federal Emp. ID No. 5. Architect or Engineer Address Tel	ctor Registration M	No. or Exempt	F C(e K:). Date		5. Volu 6. Max 7. Max 8. If In 9. Tota 10. Floo 11. Base	v Building Area ime of New Stri c. Live Load c. Occupancy Li dustrialized Bu il Land Area Dir d Hazard Zone e Flood Elevati lands yes	ucture pad ilding: State sturbed		sq. ft. t. sq. ft. ft.	
				Iding	🗆 Ac	dition		Demolition		I. DESCRIPTION OF	F BUILDING	USE
IIa.PROPOSED WORK	ork		New Bui	n	R	enovation		Reconstructio		RESIDENTIAL (prim State Specific Use:	nary use)	
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Minor W Repair			Alteration	ard Abatemer		idon Reme	diation	Reconstructio Annual Permit	n 1. 2. 3.	State Specific Use:	ed:	Present:
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CEF	RTIFICA	FION IN	LIEU C	OF OATH

I. OWNER SECTION (to be completed if the applicant is the owner in fee) I hereby certify that I am the owner in fee of the property listed on Page 1.

Mark the following applicable boxes:

- A. () I further certify that a new home (private residence) will be constructed on this property for my own use and occupancy. This dwelling is to be occupied by myself and is not to be used for any purpose other than single family residential use. I attest that all construction, plumbing, or electrical work will be done, in whole or in part, by me or by subcontractors under my supervision, in accordance with all applicable laws; and, I further acknowledge that said new home is not covered under the New Home Warranty and Builders Registration Act (N.J.S.A. 46:3B-1 et seq.) and that such fact shall be disclosed to any person purchasing this property within ten years of the date of issuance of a certificate of occupancy.

I UNDERSTAND THAT IN MARKING BOX A, I ACKNOWLEDGE THAT I AM ASSUMING RESPONSIBILITY FOR THE WORK DONE ON SAID PROPERTY, THE CONDITION OF THE PROPERTY PRIOR TO, DURING AND AFTER ANY WORK PERFORMED, AND FOR THE PERFORMANCE OF THE SUBCONTRACTORS HIRE, EMPLOY, OR OTHERWISE CONTRACT OR WITH WHOM I MAKE AGREEMENTS TO PERFORM WORK. I AW VOLUNTARILY AND KNOWINGLY ASSUMING THIS RESPONSIBILITY.

B. () I further certify the following as required by the New Jersey Uniform Construction Code, N.J.A.C. 5:23-2.15(f)1.ix:

I personally prepared the plans submitted for: 1) the new home referred to in A; or 2) an addition, alteration, renovation, or repair to an existing single family residence owned and occupied by myself and located on the property listed on Page 1; or, 3) a new structure that will be physically separate from, but that will be deemed part of, an existing single family residence that is owned and occupied by myself and located on the property listed on Page 1.

- C. () I further certify that I will perform or supervise the following work:
 - C.1. (Building C.2. () Fire Protection

I further certify that I will perform the following work: C.3. () Electrical C.4. (
) Plumbing

D. () I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I understand that if any of the above statements are willfully false, I am subject to punishment.

Signature Date

II. AGENT SECTION (to be completed if the applicant is not the owner in fee)

I hereby certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(d): the proposed work is authorized by the owner in fee; and I have been authorized by the owner in fee to make this application as his agent.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws

I understand that if any of the above statements are willfully false, I am subject to punishment.

() Check if contractor.

Agent Name Address Telephone Signature

III. (III) LEAD HAZARD ABATEMENT: Include Homeowner or Building Owner Affidavit as per N.J.A.C. 5:17.

U.G.C. E109-2 (rev. 5/2007)

VIII. PRIOR APPROVALS	LOCAL APPROVAL		COUNTY		REGIONAL APPROVAL		STATE APPROVAL		COMMENTS
CHECKLIST (office use only)	Prelimin. Initial	Final Date	Prelimin. Initial	Final Date	Prelimin. Initial	Final Date	Prelimin. Initial	Final Date	00111121110
Zoning Officer			\times	$>\!$	\geq	\geq	$>\!$	\geq	
Planning Board							\geq	\geq	
Zoning Board			\geq	\geq	\geq	\geq	\geq	\leq	
Sewer Authority							\leq	\leq	
Water Authority							\sim	\leq	
Police Department			\sim	\sim	\sim	\sim	\leq	\leq	
Health Department					\sim	\sim			
Soil Conservation									
N.J. Department of Community Affairs	\geq	\geq	\geq	\geq	\geq	\geq			
N.J. Department of Transportation	\geq	\geq	\sim	\geq	\geq	\geq			
N.J. Department of Environmental Protection	\sim	\sim	\sim	\sim	\sim	\sim			
Utility Dig No.			\sim	\geq	\sim	\sim	\geq	\geq	
IX. SUBCODES AND SPECIAL Name of Co Building Electrical Plumbing Fire Protection Mechanical	ode & Edition		Energy Barrier Free Flood Hazar As Built Elev	///////////////////////////////////////					
X. CERTIFICATES ISSUED (d	office use only)		///////////////////////////////////////	DATE IS	SUED	DATE EXP	PIRED	DATE REISSUED	DATE EXPIRED
Temporary Certificate of Oc		No	. <u></u> /	// <u>//////</u>	<u> </u>	1 <u>////////////////////////////////////</u>	<u> </u>		
Temporary Certificate of Co	mpliance		. <u></u> /		<u>/////////////////////////////////////</u>	1 <u>////////////////////////////////////</u>	<u>/////</u> ////		
Continued Certificate of Oc	cupancy	No	. <u></u> /	//////////////////////////////////////	<u>/////////////////////////////////////</u>	1 <u>////////////////////////////////////</u>	<u>/////////////////////////////////////</u>		
Certificate of Compliance		No	s. <u>///////</u> /	//////////////////////////////////////	<u> </u>	7 <u>///////</u> /////////////////////////////	<u>/////</u> ////		
		No	s. <u></u> /	///////	<u> //////</u> ///	1 <u>////////////////////////////////////</u>	<u>/////</u> ////		
Certificate of Occupancy Certificate of Approval Lead Abatement Clearance		No	o/	//////////////////////////////////////		9 444444))))		

• It shall be unlawful to construct, enlarge, alter or demolish a structure, or change the occupancy of a building or structure requiring greater strength, exit way or sanitary provisions, or to change a different use group, or to install or alter any equipment for which provision is made or the installation of which is regulated by this chapter, or to undertake a project involving lead abatement in accordance with 5:17, without first filing an application with the construction official or the appropriate sub code official where the construction involves only one trade or in writing and obtaining the required permit therefor.

		Date Received Control #	
		Date Issued Permit #	
A. IDENTIFICATION—APPLICANT: COMPLETE ALL CONTRACTORS, NOTIFY THIS OFFICE, CALL UTI	LAPPLICABLE INFORMATION. WHEN CHANGING	C. CERTIFICATION IN LIEU OF OATH	
Block Lot	Qualification Code	I hereby certify that I am the (agent of) owner of record and	am authorized to make this
Nork Site Location	Guanication Code	application.	
FOR SRE LOCATON		Sign here:	
Owner in Fee:		Print name here:	
		D. TECHNICAL SITE DATA	
Tel e-ma	ail	DESCRIPTION OF WORK	
Address	municipality also code	-	
street	municipality zip code		
Address	e-mail		
NOT COS	e-mail		
Contractor License No. or Builder Registration No.	Eve Data	-	
Home Improvement Contractor Registration No. or E		-	
Federal Emp. ID No.	FAX:		
JOB SUMMARY (Office Use Only) PLAN REVIEW Date Initial (INSP)	ECTIONS Dates (Month/Day)		
[] No Plans Required Type:	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
I All Foot		0	
	ting Bonding		FEE (Office Use Only)
[] Structural/Framework Slab		New Building	FEE (Office Use Only)
[] Exterior Fran		Addition	
<u>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</u>	uss Sys/Bracing	Rehabilitation	
Joint Plan Review Required: Ba	arrier-Free	Roofing	
	iation	Siding	
[]Elec. []Plumb. []Fire []Elevator Insul			
SUBCODE APPROVAL for PERMIT Finis	shes -Base Layer	Fence Height (exceeds 6')	
SUBCODE APPROVAL for PERMIT Finis	shes -Base Layer	Fence Height (exceeds 6') Sign Sq. Ft.	
SUBCODE APPROVAL for PERMIT Finis Date: Finis Approved by:	shes -Base Layer		
SUBCODE APPROVAL for PERMIT Finis Date: Finis Approved by: Ener SUBCODE APPROVAL for CERTIFICATE TOO	shes =Base Layer	Sign Sq. Ft.	
SUBCODE APPROVAL for PERMIT Finis Date: Finis Approved by: Ener SUBCODE APPROVAL for CERTIFICATE Mect []] CO []] CO []] CO	shes-Base Layer	Sign Sq. Ft. Pool Sq. Ft. Retaining Wall Sq. Ft.	
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SUBCODE APPROVAL for PERMIT Finis Date: Finis Approved by: Ener SUBCODE APPROVAL for CERTIFICATE Mach [] CO [] CO [] CA Date: Prival Approved by: Bate	shes Base Layer	Sign Sq. Ft. Pool Sq. Ft. Retaining Wall Sq. Ft. Asbestos Abatement Subchapter 8 Sq. Ft. Lead Haz. Abatement NJAC 5:17 Radon Remediation	
SUBCODE APPROVAL for PERMIT Finis Date: Finis SUBCODE APPROVAL for CERTIFICATE [] CO [] CCO [] CA Date: Final Approved by: Ba 3. BUILDING CHARACTERISTICS	shes -Base Layer	Sign Sq. Ft. Pool Retaining Wall Sq. Ft. Asbestos Abatement Subchapter 8 Lead Haz. Abatement NJAC 5:17 Radon Remediation Other	
SUBCODE APPROVAL for PERMIT Finis Date: Finis Approved by: Ener SUBCODE APPROVAL for CERTIFICATE Mec []] CO []] CCO [] CA Date: CO Final Approved by: Ba Ba BullDING CHARACTERISTICS Vec Group Present Proposed	shes Base Layer	SignSq. FL Pool Retaining WallSq. FL. Asbestos Abatement Subchapter 8 Lead Haz. Abatement NJAC 5:17 Radon Remediation Other Demolition	
SUBCODE APPROVAL for PERMIT Finis Date:Finis Approved by:Ener SUBCODE APPROVAL for CERTIFICATE [] CO [] CCO [] CA [] CO [] C	shes Base Layer	Sign Sq. Ft. Pool Retaining Wall Sq. Ft. Sq. Ft. Absestos Abatement Subchapter 8 Sq. Ft. Lead Haz. Abatement Subchapter 8 Sq. Ft. Char Radon Remediation Other Demolition Demolition	
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Exceptions

Ordinary maintenance

x as defined in N.J.A.C. 5:23-2.7 shall not require a permit or notice to the enforcing agency.

OMinor work

× as defined by N.J.A.C. 5:23-2.17A shall require a permit. However, work may proceed, upon notice to the enforcing agency, before the permit is issued

• Emergency work not involving lead abatement

× except that a permit shall be applied for or notice given as soon thereafter as is practicable, but not later than 72 hours thereafter.

- Construction Code Enforcement
- Both the Uniform Construction Code and the Maintenance of Hotels and Multiple Dwellings Administrative Rules require that those who enforce the code be licensed.
- Applicants meeting the education, testing and experience requirements, and who have passed a criminal background check, may obtain a license as a building, electrical, plumbing, fire protection or elevator Inspector or Subcode Official, a Construction Official, or Housing Inspector.
- To maintain his/her license, a licensee is required to complete, 15, 20 or 25 hours of technical and administrative training through continuing education.

- Construction Board of Appeals NJAC 5:23A
- § 5:23A-1.3 Membership of construction boards of appeals
- (a) Every construction board of appeals shall include five regular members.
- 1. Regular members shall be appointed for a term of four years by the appointing authority of the county or municipality in question or, in the case of a joint municipal board, by means mutually determined by the governing bodies of such municipalities.
- 2. For the members first appointed, the appointing authority shall designate the appointees' terms so that one shall be appointed for a term of one year, one for a term of two years, one for a term of three years, and two for a term of four years.
- 3. Vacancies on the board shall be filled for the unexpired term.
- 4. Members may be removed by the authority appointing them for cause.
- 5. A person may serve on more than one construction board of appeals.
- 6. Unless otherwise provided by county or municipal resolution or ordinance, as the case may be, a board member shall not be required to be a resident of the county or municipality in which the board exercises jurisdiction.
- 7. No more than two regular members of any board shall be members of the same profession or occupation.

- Construction Board of Appeals NJAC 5:23A
- § 5:23A-1.3 Membership of construction boards of appeals
- (a) ...
- (b) Qualifications for regular members shall be as follows:
- 1. At least one regular member shall be as qualified as a plumbing subcode official;
- 2. At least one regular member shall be as qualified as an electrical subcode official;
- 3. At least one regular member shall be a registered architect, or a licensed professional engineer
- with building construction experience, or other person as qualified as a building subcode official;
- 4. At least one regular member shall be as qualified as a fire protection subcode official; and
- 5. At least one regular member shall be certified as a fire official.

- Construction Board of Appeals NJAC 5:23A
- § 5:23A-2.1 Hearing applications
- (a) A person who is aggrieved by any ruling, action, notice, order or decision of a local enforcing agency that enforces either the State Uniform Construction Code or the Uniform Fire Code, including, without limitation, any refusal to grant an application or any failure or refusal to act upon an application, but not including any order requiring the taking of emergency measures pursuant to N.J.A.C. 5:23-2.32(b), may file an application for a hearing with the secretary of the construction board of appeals having jurisdiction.
 - 1. Any such application shall be filed by the 15th day after receipt by the person of written notice of the ruling, action, order or notice complained of, etc.

- Final Invoice Disclosure and Limit on Charges for Pulling a Permit - N.J.S.A. 56:12-2.1 (new since January 9, 2006)
- Contractor must list on the final invoice to the consumer :
 - the cost of all permits required to complete a residential construction project; and
 - any associated administrative or processing fees charged by the contractor,
 - Imited to the actual cost to the contractor to obtain the permit and to record any necessary documents.

- Final Invoice Disclosure and Limit on Charges for Pulling a Permit - N.J.S.A. 56:12-2.1 (new since January 9, 2006).
- Failure to comply with the new requirement exposes a contractor to a \$500 penalty for each separate violation, upon written complaint filed by a consumer with the Division of Consumer Affairs (DCA) in the Department of Law and Public Safety.
- The law applies to any work on a residence which will require a permit to be obtained under the State Uniform Construction Code Act (N.J.S. 52:27D-119 et seq.) or the associated regulations, but
- It does <u>not</u> apply to work on a new home subject to the New Home Warranty and Builders' Registration Act, (N.J.S. 46:3B-1 et seq.) and for which a certificate of occupancy has been issued.

Conclusion

- Civil Dispute Resolution:
 - Arbitration
 - Mediation
 - Litigation
 - The New Jersey Alternative Procedure for Dispute Resolution Act
 - × NJSA 2A:23A-1
- Extracontractual Remedies
 construction liens
 bond claims



Lien and Bond Claims

Construction Liens • Recorded, not filed with court OPrivate Owner (Contrast municipal mechanics lien) • Like an involuntary Mortgage OSpecial requirements for residential construction × Expedited arbitration • Strict technical compliance

Lien and Bond Claims

• Labor and Material Payment Bonds

- × Not common in residential construction
- × Terrific tool for recovery
- Contrast bid bonds and performance bonds
- × Also available in public construction

Conclusion

- The Prompt Payment Law N.J.S.A. 2A:30A-1 et seq.
 - Awards interest at the rate of prime rate plus 1%
 - Revised 9/1/06 to include fee shifting

Fee Shifting

- O Prompt Payment Law
- O Home Repair Financing Act
- Door-to-Door Home Repair Sales Act of 1968
- Home Improvement Practices Regulations
- Final Invoice Disclosure and Limit on Charges for Pulling a Permit
- Actions to collect penalties by State Boards of registration and examination (N.J.S.A. 45:1-25)
- Administrative and Criminal penalties



