

# Eastampton Township



## **Rental Housing Rehabilitation Program Manual**

In Accordance with the  
Uniform Housing Affordability Controls

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Submitted by:  
**Eastampton Township**  
12 ManorHouse Court  
Eastampton, NJ 08060  
(609)267-5723

Prepared by:



# **EASTAMPTON TOWNSHIP**

## **Operating Manual for the Administration of Rental Rehabilitation Units**

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## **INTRODUCTION**

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the *Eastampton Township* Rental Rehabilitation Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The Rental Rehabilitation Program will be administered by the Eastampton Township and Triad Associates, the Town's Housing Rehabilitation Program Consultant. The Administrative Agent for the rental units is Triad Associates.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

### **A. Fair Housing and Equal Housing Opportunities**



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments. For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

## **SECTION I. ELIGIBLE PARTICIPANTS**

### **A. Categories of Participants**

Renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one-unit

funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

**NOTE:** Pursuant to N.J.A.C. 5:97-6.2(b)6 rental units may not be excluded from a municipal rehabilitation program. If a county administers the municipal rehabilitation program and the county program does not include rehabilitation of rental units, the municipality will need to supplement the county program with its own rehabilitation program for rental units.

## **B. Income Limits for Participation**

The occupants of the units must have incomes that fall within the income guidelines established for the *County of Burlington*. These limits are revised annually as figures become available and can be found in Appendix A.

**NOTE:** The program will strive to provide that low-income households occupy at least 50 percent of the units rehabilitated.

## **C. Program Area**

This is a municipal-wide program. The rehabilitation property must be located in the *Eastampton Township*.

## **D. Certification of Substandard**

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector.

## **SECTION II. AVAILABLE BENEFITS**

### **A. Program Financing**

The average per unit rehabilitation costs shall be **\$10,000**. The landlords are required to ensure, upon rehabilitation, each unit will meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement upon completion.

The maximum loan available per unit from the Town is \$10,000. If a particular unit requires more than \$10,000 investment from the Town, the Town will review and approve on a case-by-case basis

### **B. Renter-occupied Units - Program Financing/Program Affordability Controls**

Eligible landlords of one-four unit buildings may be eligible for an interest free loan which will be due when title to the property is transferred. Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover the cost of the loan. The landlords will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free, deferred payment loan, a ten-year deed restriction, attached to the mortgage and note, will be used to control the contract rent and ongoing tenant eligibility on rental units that receive assistance. The loan will be due upon transfer of title to the property; however, the deed restrictions shall remain in effect for ten years from the date the units are certified as standard. There are no monthly payments. The deed restriction and mortgage documents will be recorded in the county deed book.

In situations where the non-income eligible owner(s) of eligible rental units occupies a unit in the structure to be rehabilitated, repairs to shared systems (i.e.: roof, heating, foundations, etc.) will be prorated with the owner(s) receiving no financial assistance for the owner's share.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

The Township will also accept applications from eligible landlords of multi-family rental complexes of more than four (4) units. These applications will be reviewed on a case-by-case basis and the Township will have the option of approving the assistance as a grant. The Township may allow the landlord to submit architectural plans for the proposed renovations and may allow the landlord to provide bidding and construction management services. All other terms outlined in this manual will remain the same, including:

The average per unit rehabilitation costs shall be **\$10,000**. Units are determined to be substandard prior to rehabilitation. The landlords are required to ensure, upon rehabilitation, each unit will meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement upon completion. A ten-year deed restriction will be used to control the contract rent and ongoing tenant eligibility on rental units that receive assistance. The deed restrictions shall remain in effect for ten years from the date the units are certified as standard. The deed restriction will be recorded in the county deed book.

The occupants of the units must have incomes that fall within the income guidelines established for the *County of Burlington*. These limits are revised annually as figures become available and can be found in Appendix A.

### **C. Subordination**

Eastampton Township may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

## **SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS**

### **A. Eligible Improvements**

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

## **B. Ineligible Improvements**

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

## **C. Rehabilitation Standards**

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

## **D. Certification of Standard**

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

## **E. Emergency Repairs**

A situation relating to a safety and/or health hazard for the occupants would constitute



an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

## **SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES**

### **A. Application/Interview**

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Eastampton Township  
12 ManorHouse Court  
Eastampton, NJ 08060  
(609)267-5723  
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.

Upon request, the program staff will mail a preliminary application to an interested property owner.

Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

**Applications will be processed in the order of receipt.** Only emergency situations shall be handled out of the order of receipt.

### **B. Income Eligibility and Program Certification**

Property owners of renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted by the applicant's tenants, the tenant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if each tenants' income exceeds adopted income limits.

The program staff will arrange for a title search of all properties entering the program.

Upon confirmation of income eligibility of the applicant's tenants, the program staff will send a letter to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

### **C. Housing Inspection/Substandard Certification**

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

### **D. Ineligible Properties**

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

Eastampton Township may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

### **E. Cost Estimate**

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and

specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to *(110 percent or a higher percentage)* of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

#### **F. Contractor Bidding Negotiations**

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Property owners may seek proposals from non-program participating contractors. However, the Town must pre-approve the contractor prior to submitting a bid.

#### **G. Contract Signing/Pre-Construction Conference**

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Borrower's Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

## **H. Progress Inspections**

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

## **I. Change Orders**

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

## **J. Payment Schedule**

The contract will permit three progress payments if the project costs less than \$20,000 or four progress payments if the project costs more than \$20,000. For example: \$24,000 project has four payments, with the first payment of \$10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter.

## **K. Appeal Process**

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's Council for a hearing. The municipality's *Counsel* will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's decision will be binding on both the applicant and the contractor

## **L. Final Inspection**

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

## **M. Record Restricted Covenant and Mortgage Documentation**

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

## **N. File Closing**

After the final payment is made, the applicant's file will be closed by the program staff.

# **SECTION V. CONTRACTOR RELATED PROCEDURES**

## **A. Contractor Selection**

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the municipality or the Administrative Agent to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

## **B. Number of Proposals Required**

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not

appear on the list.<sup>1</sup> The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 14 days. The contract will be awarded to the lowest bidder<sup>2</sup>, provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 10 percent of the cost estimate.

### **C. Contractor Requirements**

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

## **SECTION VI. MAINTENANCE OF RECORDS**

### **A. Files To Be Maintained on Every Applicant**

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

### **B. Files of applicants approved for the program will also contain the following additional documentation:**

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

### **C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:**

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<sup>1</sup> The program permits a property owner to seek proposals from non-program participating contractors. However, Eastampton must pre-approve the contractor prior to submitting a bid.

<sup>2</sup> If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

- Work Write-Up/Cost Estimate
  - Copies of Bids
  - Applicant/Contractor Contract Agreement
  - Recorded Mortgage/Lien Documents
  - Copies of All Required Permits
  - Contractor Requests for Progress Payments
  - Progress Payment Inspection Reports
  - Progress Payment Vouchers
  - Change Orders (If needed)
  - Final Inspection Report
  - Photographs - After
  - Certification of Completion and Release of Contractor's Bond
- Individual files will be maintained throughout the process.

### **A. Rehabilitation Log**

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

### **B. Monitoring**

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

## **SECTION VII. PROGRAM MARKETING**

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, water bills or other regular municipal mailing to all property owners. Program information will be available at the municipal

building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

## **SECTION VIII. RENTAL PROCEDURES**

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

### **A. Fair Housing and Equal Housing Opportunities**



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

### **B. Overview of the Affordable Housing Administration Process for Rental Units**

- The Municipal Housing Liaison will serve as an initial point of contact for unsolicited calls to the Town about affordable housing and where appropriate will direct applicants to Triad Associates, the Administrative Agent.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- The Administrative Agent will accept these returned pre-applications for up to 90 days. At the end of this time period these applications will be randomly selected, through a lottery, to create a pool of applicants.
- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.



- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process.
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Once certified, households are further screened to match household size to bedroom size.
- Certified households that are approved for a rental affordable housing unit will sign a Rental Certification and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the landlord or the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the leasing agent or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.
- The certified household moves in to the affordable rental unit.

## **C. Roles and Responsibilities**

### **Responsibilities of the Municipal Housing Liaison**

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see the section **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, Responsibilities of an Administrative Agent.

#### **Monitor the status of all restricted units in the municipality's Fair Share Plan.**

Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

#### **Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households.**

The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

**Compile, verify and submit annual reporting.** Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect

and verify this data and consolidate it into the annual report. Any requests for additional information or corrections will be directed to the Municipal Housing Liaison.

**Provide Administrative Services, unless those services are contracted out.** The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent.**

### **Responsibilities of an Administrative Agent**

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

**Secure written acknowledgement from all owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.**

**Create and adhere to an Operating Manual.** Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

**Implement the municipality's Affirmative Marketing Plan.** The Administrative Agent, Triad Associates is responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent, and the developer, affordable housing sponsor or owner this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be delegated to the developer, but this must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

**Accept applications from interested households.** In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

**Conduct random selection of applicants for rental of restricted units.** The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

**Create and maintain a pool of applicant households.** This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

**Determine eligibility of households.** The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a certificate acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC.

**Establish and maintain effective communication with property managers and landlords.** Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

**Provide annual notification of maximum rents.** Each year when the designated agency releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

**Serve as the custodian of all legal documents.** An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Repayment Mortgages, Repayment Mortgage Notes, Leases and Rental Certifications.

**Serve as point of contact on all matters relating to affordability controls.** It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

**Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report.** An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

**Maintain and distribute information on HUD-approved Housing Counseling Programs.**

### **Responsibilities of the Municipal Attorney**

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls.

### **Responsibilities of Owners of Rental Units**

Open and direct communication between the Owners of rental units, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental units are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual reporting.

### **Responsibilities of Landlords and Property Managers**

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

## **D. Affirmative Marketing**

### **Overview of the Requirements of an Affirmative Marketing Plan**

All affordable units are required to be affirmatively marketed using Eastampton 's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable

housing, and to target households throughout the entire housing region in which the units are located.

Eastampton Township's Affirmative Marketing Plan for Re-Rentals can be found in the Appendices.

**NOTE:** Every Affirmative Marketing Plan and any revisions thereto must be adopted by resolution of the governing body, and referenced by ordinance. A form to help municipalities set up an Affirmative Marketing Plan is available on DCA/COAH's website for Administrative Agents. It recommends including the approved Affirmative Marketing Plan in the Appendices rather than in the text of the Operating Manual so that if any revision is required to the Affirmative Marketing Plan, the manual will not need to be revised, only the insertion in the Appendix.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units

- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

**NOTE:** It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted
- Contact number of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A statement concerning the availability of credit, budget and/or homeownership counseling services
- If already adopted by ordinance, a statement concerning regional preference.

It is recommended that the following statement be included on all advertisements. "Visit [www.njhrc.org](http://www.njhrc.org) for more affordable housing opportunities."

### **Implementation of the Affirmative Marketing Plan**

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent, Triad Associates shall undertake all of the strategies outlined in the *Eastampton Township's* Rental Rehabilitation Program Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been rented. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under the section **Random Selection & Applicant Pool(s)**.

## **FREQUENTLY ASKED QUESTIONS**

Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units are sold or rented. Once all vacant units are filled with eligible households, the Administrative Agent can either close the applicant pool or keep it open. If the applicant pool has sufficient eligible households for approximately two years worth of turnover, COAH recommends that the applicant pool be closed and applications no longer be accepted. In this case, advertising does not need to be conducted until four months before the applicant pool is to be reopened. If the Administrative Agent wishes to keep the applicant pool open, they must conduct some form of advertising on a monthly basis. However, all the components of the Affirmative Marketing Plan do not need to be implemented every month. One strategy can be implemented each month on a rotating basis. The next section provides more information on random selection and applicant pool maintenance to help determine how often advertising should be conducted.

Question: *My county doesn't have a library. How do I comply with the application availability rule?*

Answer: Only 11 of New Jersey's 21 counties have a county library (a list is included on COAH's website for Administrative Agents). If one or more of the counties in a housing region do not have county libraries, applications must be made available at the county administration building.

Question: *Our affordable housing development is very small. It is unnecessary for us to conduct monthly marketing initiatives and the number of applicants in our existing pool already exceeds the two-year rule of thumb. Is there any way for us to maintain compliance without conducting monthly outreach initiatives?*

Answer: COAH suggests that you attempt to partner with other municipalities in your housing region to help defray time and cost or close the applicant pool and do not accept applications until the applicant pool contains fewer applicants and affirmative marketing is implemented.

Question: *We have moderate-income units available, but not low-income units. Can we keep only the moderate portion of the applicant pool open?*

Answer: Yes. In fact, if you regularly have a type of unit that is hard to fill, you may tailor marketing initiatives to fill that type of unit. However, households that submit applications and are not interested or eligible for the targeted unit type must be notified that they will not be placed in the applicant pool until it is reopened for their unit type.

Question: *Are all developments required to conduct affirmative marketing, or just those with a certain number of units, for example, more than five units?*

Answer: All affordable units governed by UHAC are required to be affirmatively marketed. If it is burdensome for a small development to conduct its own affirmative marketing, the municipality and Administrative Agent(s) should consider conducting the affirmative marketing for all the units within the municipality at the municipal level, not at the development level. An alternative is to contract with an Administrative Agent who will do the affirmative marketing for your units as well as other units they manage.

## **E. Random Selection & Applicant Pool(s)**

### **Initial Randomization**

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for up to 30 days. Applicants will be asked where they learned of the housing opportunity. The Administrative Agent will pre-qualify applicants as soon as applications are received, and only place preliminarily income-eligible applications in the lottery, provided that applicants are notified in writing of eligibility and non-eligibility in advance of the lottery.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

Households are informed of the date, time and location of the lottery and invited to attend. A municipal representative is also invited to attend the lottery.

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit).

For future re-rentals the Administrative Agent will keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. This procedure may only be followed if the Administrative Agent engages in ongoing monthly affirmative marketing efforts according to the approved Affirmative Marketing Plan to ensure outreach to the housing region.

## **F. Matching Households To Available Units**

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

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;



- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one-unit category, and should be placed in the applicant pool for all categories for which it is eligible.

## FREQUENTLY ASKED QUESTIONS

Question: *What happens if a moderate-income household "walks in" (when the applicant pool is closed and no affirmative marketing is being conducted) and I have a moderate unit available with no eligible moderate-income households in the applicant pool?*

Answer: If the Administrative Agent notices that a specific unit type is hard to fill and few eligible households are in the applicant pool, the Administrative Agent should conduct ongoing affirmative marketing for that unit type to ensure a steady stream of certified households and keep the list open for that unit type. The walk-in can be added to the list.

Question: *I am working with an applicant household that requires an accessible unit. Do they skip ahead on the list when an accessible unit becomes available?*

Answer: UHAC does not provide any guidance on this situation. However, COAH suggests that the Administrative Agent consider an accessible unit a unit type, just as a unit is defined by bedroom size. Therefore, if the Administrative Agent is using the initial randomization model, the first household on the randomized list that requires an accessible unit should be selected when an accessible unit becomes available. If the Administrative Agent is using the randomization after certification model, all households of the appropriate size who are in need of an accessible unit, would be selected, and randomized.

Question: *An applicant household has a daughter that has room and board at her college. Can they request a unit that is large enough for her to have a bedroom when she is at home?*

Answer: Yes. If the household has a student away at college who is still claimed as a dependent and maintains the parents' address as a legal address, the student should be counted in the household size.

Question: *Do I have to place a one-person household in a two-bedroom unit if there is no one-bedroom units available or the applicant requests a two-bedroom unit?*

Answer: A household should not be placed in a unit where there is more than one bedroom per household member. In order to deviate from these standards, the Administrative Agent must obtain written approval from COAH. If a development does not have any one-bedroom units, for example, the Administrative Agent should inform one-person households that they will not be offered a unit unless there are no eligible households with more than one person. The Administrative Agent should also refer one-bedroom households to other Administrative Agents within the municipality or region that offer one-bedroom units. The Administrative Agent must demonstrate that every effort has been made to find a household of the appropriate size and composition and that a hardship exists that would justify deviating from the established standard.

Question: *I am working with an applicant household that consists of two parents and five children. This household is applying for a three-bedroom unit. Should this household only be offered a four-bedroom unit?*

Answer: No. The administrator must *strive* to prevent more than two people from occupying one bedroom, as outlined in N.J.A.C. 5:80-26.4(c), but may not force a family to purchase or rent a larger unit as long as it does not violate municipal regulations for over-crowding.

## **G. Application Fees**

The Administrative Agent's fee schedule will be provided upon project approvals.

## **H. Maximum Monthly Payments**

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent and the proposed rent will reduce the household's housing costs;
- The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit; and
- The household receives budget counseling.

## **I. Housing Counseling**

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey.

This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is available from the Administrative Agent.

## **J. The Applicant Interview**

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

## **K. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION**

### **1. Complete a Household Eligibility Determination Form**

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
  - Social Security or SSI – Current award letter or computer print out letter
  - Unemployment – verification of Unemployment Benefits
  - Welfare -TANF<sup>3</sup> current award letter
  - Disability - Worker’s compensation letter or
  - Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

Applicants are allowed 30 days to complete the submission of all required documentation. The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household’s income are listed under Income. Those that are not considered as part of the household’s income are listed under Not Income.

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<sup>3</sup> TANF – Temporary Assistance for Needy Families

## ***Income***

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

## ***Not Income***

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

## ***Student Income***

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

### ***Real Estate Asset Limit***

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually in the Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over \$250,000, it is unlikely that an appraisal will determine a value below the asset limit. The maximum asset limit for Region 1 in 2008, for example, is \$149,034.

### ***Income from Real Estate***

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

## **2. Records Documenting Household Composition and Circumstances**

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process

- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

3. Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

## **L. Approving or Rejecting a Household**

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling or the local Affordability Assistance Program.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Appendix K shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

## **M. Dismissal of Applications**

Applications can be dismissed for the following reasons:



1. The application is not signed or submitted on time.
2. The applicant commits fraud, or the application is not truthful or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular property.
5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.
8. The applicant changes address or other contact information without informing the Administrative Agent in writing.
9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.
10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
11. The applicant does not respond to periodic update inquiry in a timely fashion.
12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
13. The applicant, once approved, fails to sign the lease in a timely manner.
14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters. Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

## **N. Appeals**

Appeals from all decisions of an Administrative Agent shall be made in writing to the designated agency.

## **FREQUENTLY ASKED QUESTIONS:**

Question: *Is it a requirement of UHAC that Administrative Agents meet with applicants in person?*

Answer: Because an applicant interview could prove to be burdensome to many households it is not a pre-requisite to purchase or occupancy, although it is encouraged. Administrative Agents should be prepared to conduct the household certification via mail.

Question: *With households filing taxes through e-filing, we are having trouble getting copies of tax returns. How can we get copies of e-filed tax returns?*

Answer: According to the IRS website, transcripts of previously filed tax returns can be ordered by completing a Form 4506-T or calling (800) 829-1040 and following the prompts in the recorded message. There is no charge for the transcript and you should receive it in 10 business days from the time they receive your request. Tax return transcripts are generally available for the current and past three years.

Question: *How can child support payments that are made in cash be documented?*

Answer: If the applicant is depositing the cash child support payments into a bank account, a series of statements from that account should be used to establish a trend of payments. If not, a notarized statement from the former spouse should be obtained to document the income.

Question: *Is it a requirement that the Administrative Agent always obtain a written statement from the household's employer(s) confirming their income and job status?*

Answer: No. However, when evaluating overtime and other income trends, such as bonuses, working directly with the employer is typically much more efficient and reliable than simply evaluating pay stubs.

Question: *Are there any potential issues with renting to a separated family that has a divorce pending?*

Answer: Yes, until a divorce is finalized, a spouse can make claim on a residence rented by the other spouse. Until a divorce is finalized, it is suggested that Administrative Agents place these types of cases on hold.

Question: *How can income eligibility be established for someone that may have been out of work for two years, but had a job during the most recent tax year?*

Answer: As long as the applicant is currently employed, a series of consecutive pay stubs (at least 3 months) should be used to establish the income of an applicant in this or similar situations.

Question: *Can an applicant for a rental unit be rejected solely because they have Section 8 rental assistance?*

Answer: No. A household receiving Section 8 assistance cannot be rejected based on this status. Discrimination such as this is illegal.

Question: *Can an applicant be required to attend and graduate from a Housing Counseling Program in order to rent a restricted unit?*

Answer: No. A household is only required to attend housing counseling if their monthly housing

expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

*Question: Do households with Section 8 vouchers automatically qualify for affordable housing under UHAC?*

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the criteria of the property manager or landlord. The Administrative Agent must still collect income verification documentation to match the household to an appropriately priced unit.

*Question: Can an existing moderate-income tenant be moved to a low-income unit when they can substantiate that there has been a change in their income? If so, can they bypass the random selection process?*

Answer: Yes, an existing tenant household may re-apply for a low-income unit within the same project if they can prove a change in their circumstances. If qualified, the tenant would be added to the applicant pool. The tenant should also be referred to the local Affordability Assistance Program, if available.

*Question: Does the Administrative Agent need to impute the value of a household's stocks as an asset?*

Answer: Only dividends from stock count towards a household's income. IRS Form-1099 from the previous year should be requested from the applicant if it was not part of their initial application.

*Question: Is there a maximum cost for the credit check?*

Answer: No, but the credit check is included in application fees which may total no more than five percent of the monthly rent.

*Question: In order to overcome inadequate or poor credit, can an applicant have a cosigner on a lease?*

Answer: No one outside the household, as certified by the Administrative Agent, may cosign or otherwise be party to any financing or legal instruments.

*Question: Does UHAC set a minimum income for eligibility for affordable housing?*

Answer: No, UHAC does not specify a minimum income for affordable housing units. However, an applicant household must be able to afford the unit and must not pay more than 33 percent for sale units or 35 percent for rental units of its monthly income (or 40 percent for age-restricted units), unless they meet the exemption criteria set forth in N.J.A.C. 5:80-26.7(b) or N.J.A.C. 5:80-26.13(b).

*Question: After I certify an applicant, how long is that certification valid?*

Answer: Pursuant to N.J.A.C. 5:80-26.16(b), an initial certification is valid for 180 days and may be extended for an additional 180 days once the household's eligibility is verified.

*Question: How do I document third-party assistance from a guarantor? For example, a relative is providing funds toward the applicant's monthly payments.*

Answer: In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer,

affordable housing provider or owner, so as to assure the policy is applied consistently.

*Question: If an applicant for affordable housing has a "reverse mortgage", how does an Administrative Agent count income from that mortgage?*

Answer: An applicant for affordable housing with a "reverse mortgage" would not be eligible for affordable housing unless that mortgage was satisfied or, at a minimum, a contract for sale of the market unit was in place. "Reverse mortgages" require that the mortgaged property remain the principal place of residence of the person taking the mortgage. Since this is also a requirement of affordable housing only one such residence can be owned or leased at any given time.

*Question: For the purpose of income-qualification, what is considered part-time income of full-time students?*

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:

- A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and
- Part-time income is income earned on less than a 35-hour workweek.

Please note that full-time income of full-time students is included in the income calculation.

## O. Determining Affordable Rents

To determine the affordable rents the Administrative Agent uses the approved calculators located in the Appendices of this manual.

**Pricing by Household Size.** Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum rents are based on COAH’s Annual Regional Income Limits Chart at the time of occupancy:

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

<b>Size of Unit</b>	<b>Household Size Used to Determine Max Rent</b>
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

**Split Between Low- and Moderate-income Rental Units.** *At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.*

**Affordability Average.** The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units.

**Maximum Rent.** The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

## **P. Determining Rent Increases**

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to the Annual Regional Income Limits Chart, available in the Appendices. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one -approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

## Rehabilitation Program Audit Checklist

	<b>UP-TO-DATE OPERATING MANUAL</b>	<b>Comments</b>
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	List of Pre-Qualified Contractors	
<input type="checkbox"/>	Sample Forms and Letters	
	<b>MAINTENANCE OF RECORDS</b>	
	<b>Files To Be Maintained on Every Applicant</b>	
<input type="checkbox"/>	Preliminary Application	
<input type="checkbox"/>	Application Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or	
<input type="checkbox"/>	Letter of Determination of Ineligibility.	
	<b>Files to be Maintained on Every Property</b>	
<input type="checkbox"/>	Housing Inspection Report.	
<input type="checkbox"/>	Photographs – Before Certification of Property	
<input type="checkbox"/>	Homeowner’s Insurance	
<input type="checkbox"/>	Property Deed	
<input type="checkbox"/>	Eligibility or Determination of Ineligibility	
<input type="checkbox"/>	Work Write-Up/Cost Estimate.	
<input type="checkbox"/>	Applicant/Contractor Contract Agreement.	
<input type="checkbox"/>	Mortgage/Lien Documents.	
<input type="checkbox"/>	Copies of All Required Permits.	
<input type="checkbox"/>	Contractor Requests for Progress Payments.	
<input type="checkbox"/>	Progress Payment Inspection Reports.	
<input type="checkbox"/>	Progress Payment Vouchers.	
<input type="checkbox"/>	Change Orders (If Needed).	
<input type="checkbox"/>	Final Inspection Report.	
<input type="checkbox"/>	Photographs - After	
<input type="checkbox"/>	Certification of Completion.	
<input type="checkbox"/>	Certification of Release of Contractor’s Bond.	
<input type="checkbox"/>	<b>Rehabilitation Log</b>	
	<b>MONITORING INFORMATION</b>	
<input type="checkbox"/>	Complete Monitoring Reporting Forms	
	<b>PROGRAM MARKETING</b>	
<input type="checkbox"/>	Annual Public Hearing Notice on Program	
<input type="checkbox"/>	Program Flyer	
<input type="checkbox"/>	Program Brochure	
<input type="checkbox"/>	Flyer mailed Annually to All Property Owners	
<input type="checkbox"/>	Program information available in municipal building, library and senior center.	
<input type="checkbox"/>	Program information posted on municipal website.	
<input type="checkbox"/>	Program posters placed in retail businesses throughout the municipality.	

## Rehabilitation Program Audit Checklist For Rental Units

<input type="checkbox"/>	<b>UP-TO-DATE OPERATING MANUAL</b>	<b>Comments</b>
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	Sample Forms and Letters	
<b>AFFIRMATIVE MARKETING</b>		
<input type="checkbox"/>	Copies of Ads	
<input type="checkbox"/>	Copies of PSA Requests	
<input type="checkbox"/>	Copies of Marketing Requests	
<b>RANDOM SELECTION</b>		
<input type="checkbox"/>	Log of Applications Received	
<input type="checkbox"/>	Log of Random Selection Results	
<input type="checkbox"/>	Database of Referrals	
<b>MAINTENANCE OF RECORDS</b>		
<b>Files To Be Maintained on Every Applicant</b>		
<input type="checkbox"/>	Preliminary Application.	
<input type="checkbox"/>	Application Form.	
<input type="checkbox"/>	Tenant Information Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or	
<input type="checkbox"/>	Letter of Determination of Ineligibility	
<b>Files To Be Maintained on Every Rental Unit</b>		
<input type="checkbox"/>	Base rent	
<input type="checkbox"/>	Identification as low- or moderate-income	
<input type="checkbox"/>	Description of number of bedrooms and physical layout	
<input type="checkbox"/>	Floor plan	
<input type="checkbox"/>	Application materials, verifications and certifications of all present tenants, pertinent correspondence	
<input type="checkbox"/>	Copy of lease	
<input type="checkbox"/>	Appendix K	
<b>Files To Be Maintained on Every Property Deed</b>		



## REHABILITATION PROGRAM OPERATING MANUAL CHECKLIST

### Minimum Standards

At a minimum the Rehabilitation Program Operating Manual must clearly describe the procedures and policies for the following:

<input type="checkbox"/>	<b>Eligible Participants</b>
<input type="checkbox"/>	Categories of Participants –Owners/Renters
<input type="checkbox"/>	Income Limits – The carrying costs of the unit should meet applicable criteria.
<input type="checkbox"/>	Certification of Substandard – List Major Systems
<input type="checkbox"/>	<b>Available Benefits</b>
<input type="checkbox"/>	Program Financing – Owners/Renters
<input type="checkbox"/>	Program Affordability Controls
<input type="checkbox"/>	Program Affordability Controls – Owner-occupied - Lien
<input type="checkbox"/>	Program Affordability Controls – Renter-occupied – Deed and may include a lien
<input type="checkbox"/>	<b>Eligible Property Improvements</b>
<input type="checkbox"/>	Eligible property improvements - Sample related work
<input type="checkbox"/>	Ineligible property improvements
<input type="checkbox"/>	Rehabilitation Standard
<input type="checkbox"/>	Certification of Standards required
<input type="checkbox"/>	<b>Overview of Administrative Procedures</b>
<input type="checkbox"/>	Preliminary Application/Interview – Owners/Renters
<input type="checkbox"/>	Income Eligibility and Program Certification – Documents to be submitted Owners/Renters – period of eligibility
<input type="checkbox"/>	Housing Inspection/Substandard Certification
<input type="checkbox"/>	Ineligible Properties – The total debt must be less than the appraised price.
<input type="checkbox"/>	Work Write-up and Cost Estimate
<input type="checkbox"/>	Contractor Bidding Negotiations – Min 3 Bids/Max # Bids
<input type="checkbox"/>	Contractor Signing/Pre-Construction Conference – indicate # days to begin work and complete work
<input type="checkbox"/>	Progress Inspections
<input type="checkbox"/>	Change Orders
<input type="checkbox"/>	Payment Schedule
<input type="checkbox"/>	Appeal Process – Property Improvements
<input type="checkbox"/>	Final Inspection
<input type="checkbox"/>	Recorded Mortgage, Mortgage Note, Restricted Covenant
<input type="checkbox"/>	<b>Income Eligibility Certification</b>
<input type="checkbox"/>	Verification documentation required
<input type="checkbox"/>	Eligible Income/Ineligible Income
<input type="checkbox"/>	Appeal Process – Income Eligibility

	<b>Contractor Related Procedures</b>
<input type="checkbox"/>	Standards for contractor selection – 3 recent job references, licenses, evidence of financial stability to secure performance bond, workmen’s compensation BI \$100,000/\$300,000 PD \$50,000 minimum
<input type="checkbox"/>	# of proposals required – minimum of 3 - # of days in which to submit bid – bids must fall within max of 10% of cost estimate – award to lowest bidder
<input type="checkbox"/>	Contractor Requirements – work schedule and agreement
<input type="checkbox"/>	List of Pre-qualified Contractors

	<b>Maintenance of Records</b>
<input type="checkbox"/>	List documents to be filed
<input type="checkbox"/>	Rehabilitation Log
<input type="checkbox"/>	Monitoring Information required
	<b>Program Marketing</b>
<input type="checkbox"/>	Notice of Public Hearing
<input type="checkbox"/>	Program Flyer
<input type="checkbox"/>	Program Brochure
	<b>Rental Units</b>
<input type="checkbox"/>	Include overview of local rental process
	<b>Affirmative Marketing</b>
<input type="checkbox"/>	Approved Affirmative Marketing Plan included
<input type="checkbox"/>	How will re-rentals be marketed?
<input type="checkbox"/>	Will there be a regional preference?
<input type="checkbox"/>	Who will implement marketing re-rentals?
<input type="checkbox"/>	Prepare sample marketing materials, including a sample display ad and PSA
	<b>Random Selection &amp; Applicant Pool</b>
<input type="checkbox"/>	What level of verification will be completed before the lottery process – pre-application or full applications?
<input type="checkbox"/>	Will the pool of applicants be randomized each time a unit is available?
<input type="checkbox"/>	Will there be categories of applicant pools?
	<b>Matching Households to Available Units</b>
<input type="checkbox"/>	How will households be matched to available units? Will there be categories of applicant pools?
	<b>Household Certification</b>
<input type="checkbox"/>	Standards for reviewing applicant household eligibility and certifying applicant households
<input type="checkbox"/>	Verification documentation required
<input type="checkbox"/>	Eligible Income/Ineligible Income
<input type="checkbox"/>	Maximum Monthly Payment
<input type="checkbox"/>	Housing Counseling
<input type="checkbox"/>	Basis for Dismissing Applications
<input type="checkbox"/>	Appeals – Income Eligibility

<input type="checkbox"/>	<b>Determining Affordable Rents</b>
<input type="checkbox"/>	Determining Initial Rents
<input type="checkbox"/>	Determining Rent Increases
<input type="checkbox"/>	<b>Application Fees</b>
<input type="checkbox"/>	<b>Violations, Defaults and Remedies</b>
<input type="checkbox"/>	<b>Maintenance of Records for Rental Program</b>
<input type="checkbox"/>	List documents to be filed
<input type="checkbox"/>	Monitoring information required
<input type="checkbox"/>	<b>Appendices</b>
<input type="checkbox"/>	Mortgage
<input type="checkbox"/>	Deed (Rental Units)

# Appendix

## A

### Annual Regional Income Limits Chart



## 2021 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset
												Rents**	Sales***	Limit****
<b>Region 1</b> Bergen, Hudson, Passaic and Sussex	Median	\$72,846	\$78,050	\$83,253	\$93,659	\$104,066	\$108,229	\$112,391	\$120,717	\$129,042	\$137,367	1.6%	8.46%	\$201,229
	Moderate	\$58,277	\$62,440	\$66,602	\$74,928	\$83,253	\$86,583	\$89,913	\$96,573	\$103,233	\$109,894			
	Low	\$36,423	\$39,025	\$41,626	\$46,830	\$52,033	\$54,114	\$56,196	\$60,358	\$64,521	\$68,684			
	Very Low	\$21,854	\$23,415	\$24,976	\$28,098	\$31,220	\$32,469	\$33,717	\$36,215	\$38,713	\$41,210			
<b>Region 2</b> Essex, Morris, Union and Warren	Median	\$75,331	\$80,711	\$86,092	\$96,854	\$107,615	\$111,920	\$116,224	\$124,834	\$133,443	\$142,052	1.6%	2.00%	\$206,459
	Moderate	\$60,265	\$64,569	\$68,874	\$77,483	\$86,092	\$89,536	\$92,980	\$99,867	\$106,754	\$113,642			
	Low	\$37,665	\$40,356	\$43,046	\$48,427	\$53,808	\$55,960	\$58,112	\$62,417	\$66,721	\$71,026			
	Very Low	\$22,599	\$24,213	\$25,828	\$29,056	\$32,285	\$33,576	\$34,867	\$37,450	\$40,033	\$42,616			
<b>Region 3</b> Hunterdon, Middlesex and Somerset	Median	\$86,240	\$92,400	\$98,560	\$110,880	\$123,200	\$128,128	\$133,056	\$142,912	\$152,768	\$162,624	1.6%	3.10%	\$234,592
	Moderate	\$68,992	\$73,920	\$78,848	\$88,704	\$98,560	\$102,502	\$106,445	\$114,330	\$122,214	\$130,099			
	Low	\$43,120	\$46,200	\$49,280	\$55,440	\$61,600	\$64,064	\$66,528	\$71,456	\$76,384	\$81,312			
	Very Low	\$25,872	\$27,720	\$29,568	\$33,264	\$36,960	\$38,438	\$39,917	\$42,874	\$45,830	\$48,787			
<b>Region 4</b> Mercer, Monmouth and Ocean	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199	1.6%	0.00%	\$205,486
	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359			
	Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099			
	Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260			
<b>Region 5</b> Burlington, Camden and Gloucester	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512	1.6%	0.00%	\$179,028
	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010			
	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756			
	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254			
<b>Region 6</b> Atlantic, Cape May, Cumberland, and Salem	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349	1.6%	0.00%	\$153,730
	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679			
	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175			
	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

\* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

\*\*This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018, 2019 or 2020 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2021 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

\*\*\* This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

\*\*\*\* The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Regions 4, 5, and 6 in 2020 were higher than the 2021 calculations, the 2020 income limits will remain in force for 2021 (as previously required by N.J.A.C. 5:97-9.2(c)).

# **Appendix**

# **B**

## **Affirmative Marketing Plan**



## AFFIRMATIVE FAIR HOUSING MARKETING PLAN

### For Affordable Housing in (REGION 5)

#### I. APPLICANT AND PROJECT INFORMATION

<b>1a. Administrative Agent Name, Address, Phone Number</b>  Triad Associates 1301 W. Forest Grove Road Vineland NJ 856-690-9590		<b>1b. Development or Program Name, Address</b>  Township of Eastampton Township 12 Manor House Court Eastampton, NJ 08060  <input checked="" type="checkbox"/> <b>FOR RENT UNITS</b> <input type="checkbox"/> <b>FOR SALE UNITS</b> Section 1 To Be Completed Separately for Each Projects/Developments	
<b>1c.</b> <b>Number of Affordable Units: TBD</b> <b>Number of Rental Units: TBD</b> <b>Number of For-Sale Units: TBD</b>	<b>1d. Price or Rental Range</b>  From: \$ To be Determined To: \$ To be Determined	<b>1e. State and Federal Funding Sources (if any)</b>  None	
<b>1f.</b> <input type="checkbox"/> Age Restricted  <input type="checkbox"/> Non-Age Restricted	<b>1g. Approximate Starting Dates</b> Advertising: To be Determined Occupancy: To be Determined Lottery Date: To be Determined for Each Project		
<b>1h. County:</b> <b>Burlington, Camden, Gloucester</b>		<b>1i. Census Tract(s):</b>	
<b>1j. Managing/Sales Agent's Name, Address, Phone Number</b> To be Determined for Each Project			
<b>1k. Application Fees (if any):</b> Application fee, Credit and Criminal Background Check Fees may apply. Each landlord to establish application fees and rental criteria.			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

#### II. RANDOM SELECTION

**1. Describe the random selection process that will be used once applications are received.**

##### **Initial Randomization**

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, pre-applications are accepted for 120 days. At the end of 60 days from the date the waiting list is opened on the NJHRC website, pre-applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit). An applicant pool is created by listing applicants in the randomized order selected. Regional preference will be given to households that currently live and/or work in Housing Region 5.

Applicants will be invited to submit full applications in lottery order to fill available units. Those with a Regional preference will be contacted first, regardless of their overall lottery number. The full application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets. Eligible households are issued a Certificate of Eligibility.

Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon household income and the number of bedrooms needed (and any other special requirements, such as the need for an accessible unit). Certified applicants will be given a pre-determined amount of time to sign a lease with the owner.

If there are sufficient names remaining in the pool to fill future re-rentals, the applicant pool shall be closed. When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct additional marketing until units are filled.

The municipality has by ordinance provided that households that live or work in Housing Region 5 comprised of the following counties Gloucester, Camden, and Burlington shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

### III. MARKETING

<b>3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)</b>			
<input type="checkbox"/> White (non-Hispanic) <input checked="" type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic			
<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other group:			
3b. <b>HOUSING RESOURCE CENTER</b> ( <a href="http://www.njhrc.gov">www.njhrc.gov</a> ) A free, online listing of affordable housing. Listed for the duration of the affirmative marketing process. Listing will be posted at minimum 60 days prior to lottery date.			
3c. Commercial Media (required) (Check all that apply)			
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL NEWSPAPER(S)</b>	<b>CIRCULATION AREA</b>
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
DAILY NEWSPAPER			
X	Listed for the duration of the affirmative marketing process	www.triadhousingprogram.com	
x	Press Release at beginning of affirmative marketing	Courier-Post	Camden
X	Listed for the duration of the affirmative marketing process	Zillow/Social Media Sites	
x	Run social media ads targeting a housing region of the township/city	Social media ads include "apply today" button that goes to the landing page for each listing	
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
DAILY NEWSPAPER			
X	One display ad during the marketing process	Burlington County Times	Burlington
x	Press Release at beginning of affirmative marketing	South Jersey Times	Gloucester
WEEKLY NEWSPAPER			



x	Press Release at beginning of affirmative marketing	Central Record, The	Burlington
x	Press Release at beginning of affirmative marketing	News Weekly	Burlington
x	Press Release at beginning of affirmative marketing	Register-News	Burlington
x	Press Release at beginning of affirmative marketing	Gloucester City News	Camden
x	Press Release at beginning of affirmative marketing	Retrospect	Camden
x	Press Release at beginning of affirmative marketing	Gloucester County Times	Camden, Gloucester
x	Press Release at beginning of affirmative marketing	News Report	Gloucester
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
x	Press Release at beginning of affirmative marketing	Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester

<b>3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that apply)</b>				
<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAME OF PUBLICATIONS</b>	<b>OUTREACH AREA</b>	<b>RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</b>	
<b>TARGETS ENTIRE HOUSING REGION 5</b>				
WEEKLY				
x	Press Release at beginning of affirmative marketing	Al Dia	Philadelphia Area	Spanish-Language
x	Press Release at beginning of affirmative marketing	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<b>TARGETS PARTIAL HOUSING REGION 5</b>				
WEEKLY				
x	Press Release at beginning of affirmative marketing	El Hispano	Camden and Trenton areas	Spanish-Language
x	Press Release at beginning of affirmative marketing	Ukrainian Weekly	New Jersey	Ukrainian community
<b>3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that apply)</b>				
<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAME OF EMPLOYER/COMPANY</b>		<b>LOCATION</b>	

Burlington County			
X	Flyers to be mailed at beginning of Marketing	Burlington County College	601 Pemberton Browns Mills Rd Pemberton
X	Flyers to be mailed at beginning of Marketing	Our Lady of Lourdes Medical Center	218 Sunset Rd Lumberton, NJ
X	Flyers to be mailed at beginning of Marketing	Masonic Home of NJ	902 Jacksonville Rd Burlington, NJ
X	Flyers to be mailed at beginning of Marketing	Medford Leas Continuing Care	1 Medford Leas Medford, NJ
X	Flyers to be mailed at beginning of Marketing	Virtua Geriatric Care Management	523 Fellowship Rd Mt Laurel, NJ
X	Flyers to be mailed at beginning of Marketing	Virtua West Jersey Hospital	90 Brick Rd. Marlton, NJ
Camden County			
X	Flyers to be mailed at beginning of Marketing	Campbell Soup Company	Campbell Place Camden, NJ 08103-1701
X	Flyers to be mailed at beginning of Marketing	Lockheed Martin	Federal, Camden, NJ 08102
X	Flyers to be mailed at beginning of Marketing	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102
X	Flyers to be mailed at beginning of Marketing	Cooper Health System	One Cooper Plaza Camden, NJ 08102
X	Flyers to be mailed at beginning of Marketing	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103
X	Flyers to be mailed at beginning of Marketing	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ
X	Flyers to be mailed at beginning of Marketing	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County			
X	Flyers to be mailed at beginning of Marketing	Inspira I Hospital	509 North Broad Street, Woodbury, NJ 08096
X	Flyers to be mailed at beginning of Marketing	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
X	Flyers to be mailed at beginning of Marketing	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
x	Flyers to be mailed at beginning of Marketing	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
x	Flyers to be mailed at beginning of Marketing	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
x	Flyers to be mailed at beginning of Marketing	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
x	Flyers to be mailed at beginning of Marketing	Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ

x	Flyers to be mailed at beginning of Marketing	Sony Music	400 N.Woodbury Rd. Pitman, NJ
x	Flyers to be mailed at beginning of Marketing	Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
x	Flyers to be mailed at beginning of Marketing	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
x	Flyers to be mailed at beginning of Marketing	Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086
x	Flyers to be mailed at beginning of Marketing	Cornell & Company	224 Cornell Ln, Westville, NJ
x	Flyers to be mailed at beginning of Marketing	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ

**3f. Community Contacts (names of community groups/organizations throughout the housing region who will receive direct notification of the availability of affordable housing units and who will be asked to post advertisements and distribute flyers and application forms regarding available affordable housing to their constituencies).**

Camden County East NAACP PO Box 53 Lawnside, NJ 08045			
Gloucester County NAACP PO Box 492 Swedesboro, NJ 08085			
New Jersey NAACP Conference New Jersey State NAACP P.O. Box 1706 Montclair, NJ 0704			
Burlington County United Way 595 Rancocas Rd, Westhampton, NJ 08060			
Interfaith Hospitality Network of Burlington County (IHNBC) Moorestown, NJ 08057;	Region 5	Multi-racial/ethnic	When affordable housing units become available, notice of such availability to be provided, and application forms, flyers and advertising posters to be mailed at the initiation of Marketing
Catholic Charities 383 W State Street Trenton, NJ 08607			
Anti-Poverty Network of NJ 272 Dunns Mill Road, Acme Commons Center, #327, Bordentown, NJ 08505			
Rancocas Valley Clergy Association 125 Garden St Mt Holly NJ 08060			
Burlington Camden Association of Realtors			

<p>306 Kings Hwy S, Cherry Hill, NJ 08034</p> <p>Gloucester Salem Association of Realtors 343 Glassboro Rd #103, Woodbury Heights, NJ 08097</p> <p>Burlington/Gloucester/Camden County Departments of Human Services</p> <p>Burlington/Gloucester/Camden County Departments of Rental Assistance</p> <p>Burlington/Gloucester/Camden County Departments of Aging</p> <p>Burlington/Gloucester/Camden County Housing Authorities</p> <p>Fair Share Housing Center 510 Park Boulevard Cherry Hill, New Jersey 08002</p> <p>Fair Share Housing Development One Ethel Lawrence Boulevard Mount Laurel, New Jersey 08054</p> <p>Camden County NAACP 1123 ½ Kaighns Avenue Camden, New Jersey 08103</p> <p>Latino Action Network P.O. Box 943 Freehold, New Jersey 07728</p> <p>Willingboro NAACP P.O. Box 207 Roebing, New Jersey 09854</p> <p>Southern Burlington County NAACP P.O. Box 3211 Cinnaminson, New Jersey 08077 Burlington County Community Action Program 718 Route 130 South Burlington, New Jersey 08016</p> <p>Burlington County Community Action Program, 718 Route 130 South, Burlington, NJ 08016</p> <p>Supportive Housing Association 15 Alden Street, #14 Cranford, New Jersey 07016</p>			
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## IV. APPLICATIONS

<b>Applications for affordable housing for the above units will be available at the following locations:</b>		
<b>4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that apply)</b>		
	<b>BUILDING</b>	<b>LOCATION</b>
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden County Library Headquarters	203 Laurel Road Voorhees, NJ 08043 (856)772-1636
X	Camden County Administration	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Library	389 Wolfert Station Rd. Mullica Hill, NJ 08062 (856)223-6000
X	Gloucester County Administration Building	2 S. Broad Street, Woodbury, NJ 08096 (856)853-3390
<b>4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)</b>		
Township of Eastampton Township 12 Manor House Court Eastampton, NJ 08060 Attn: Kim White, Municipal Housing Liaison		
Burlington County Library System, 5 Pioneer Boulevard, Westampton, NJ 08060		
<b>4c. Sales/Rental Office for units (if applicable)</b>		
To Be Completed Separately for Each Projects/Developments		

## V. CERTIFICATIONS AND ENDORSEMENTS

<p><b><i>I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).</i></b></p>
--

*Beth Mingey*  
 Beth Mingey, Triad Associates  
 Administrative Agent for the Township of Eastampton

8/20/2021  
 Date

# **Appendix**

## **C**

### **List of HUD-Certified Housing Counseling Agencies**



This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?WEBLISTACTION=search&SEARCHSTATE=NJ>.



## HUD Approved Housing Counseling Agencies

### Agencies located in NEW JERSEY

Agency Name	Phone Toll-Free Fax Number Email Website	Address	Counseling Services	Languages
CCCS OF SOUTH JERSEY, DIVISION OF MMI	<b>P:</b> 800-873-2227 <b>T:</b> <b>F:</b> 609-344-5267 <b>E:</b> brain.coyle@moneymanagement.org <b>W:</b>	312 E. White Horse Pike, Ste. 102 Absecon, New Jersey 08201	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CHECK- MATE, INC.	<b>P:</b> 732-774-3100 <b>T:</b> <b>F:</b> 732-774-3220 <b>E:</b> ernier@check-mateinc.org <b>W:</b> www.check-mateinc.org	910 Fourth Avenue P.O. Box 1288 Asbury Park, New Jersey 07712	- Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Renters Assistance - Services for Homeless	- Spanish
THE ALLIANCE FOR AFFORDABLE HOMEOWNERSHIP, EDUC & DEV - DBA ALL AHEAD	<b>P:</b> 732-774-1717 <b>T:</b> <b>F:</b> 732-223-5513 <b>E:</b> <b>W:</b> www.allahead.org	C/o Good Hope Baptist Church 1306 Washington Avenue Asbury Park, New Jersey 07712	- Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- Creole - French
ATLANTIC HUMAN RESOURCES,	<b>P:</b> 609-348-4131-214 <b>T:</b>	1 S New York Ave - Suite 303 Atlantic City, New Jersey	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation	- Spanish

INCORPORATED	<b>F:</b> 609-345-5750 <b>E:</b> mrjegsr@atlhmracs.com <b>W:</b>	08401-8012	Counseling - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	
CCCS OF SOUTH JERSEY, DIVISION OF MMI	<b>P:</b> 800-873-2227 <b>T:</b> <b>F:</b> 609-569-1752 <b>E:</b> brain.coyle@moneymanagement.org <b>W:</b>	The Berkeley Ctr., 160 Route 9 Bayville, New Jersey 08721	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
JERSEY COUNSELING AND HOUSING DEVELOPMENT, IN	<b>P:</b> 856-227-3683 <b>T:</b> <b>F:</b> 856-228-0662 <b>E:</b> Jerseycou@aol.com <b>W:</b>	29 S Black Horse Pike Blackwood, New Jersey 08012-2952	- Home Equity Conversion Mortgage Counseling - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- Spanish
TRI-COUNTY COMMUNITY ACTION AGENCY	<b>P:</b> 856-451-6330-259 <b>T:</b> <b>F:</b> 856-453-9481 <b>E:</b> clebron@tricitycaa.org <b>W:</b> tricitycaa.org	110 Cohansey St. Bridgeton, New Jersey 08302	- Home Equity Conversion Mortgage Counseling - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- English - Spanish
JERSEY COUNSELING AND HOUSING DEVELOPMENT, IN	<b>P:</b> 856-541-1000 <b>T:</b> <b>F:</b> 856-541-8836 <b>E:</b> JerseyCou@aol.com <b>W:</b>	1840 S Broadway Camden, New Jersey 08104-1334	- Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- Spanish
NEIGHBORHOOD HOUSING SERVICES OF CAMDEN, INC	<b>P:</b> 856-541-0720 <b>T:</b> <b>F:</b> 856-541-8440 <b>E:</b> nhscamden@comcast.net <b>W:</b> www.nhscamden.com	601-603 Clinton St Camden, New Jersey 08103-1415	- Fair Housing Assistance - Home Improvement and Rehabilitation Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mobility and Relocation Counseling - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling	- English - French - Others - Portuguese - Spanish - Vietnamese
NEW JERSEY CITIZEN ACTION	<b>P:</b> 800-656-9637 <b>T:</b> 800-656-9637	One Port Center Two Riverside Drive, Suite 632	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation	- Spanish



**F:** 973-643-8100  
**E:** application@njcitizenaction.org  
**W:** www.njcitizenaction.org

Camden, New Jersey 08103

Counseling  
- Homebuyer Education Programs  
- Loss Mitigation  
- Marketing and Outreach Initiatives  
- Mortgage Delinquency and Default Resolution Counseling  
- Predatory Lending  
- Prepurchase Counseling

PARKSIDE BUSINESS AND  
COMMUNITY IN  
PARTNERSHIP, INC.

**P:** 856-964-0440  
**T:**  
**F:** 856-964-3664  
**E:** mlawrence@pbcip.org  
**W:** www.pbcip.org

1487 Kenwood Avenue  
Camden, New Jersey 08103

- Homebuyer Education Programs  
- Money Debt Management  
- Postpurchase Counseling  
- Prepurchase Counseling

- English Only

CCCS OF THE DELAWARE  
VALLEY

**P:** 215-563-5665-2  
**T:** 800-989-2227  
**F:** 215-563-7020  
**E:** customerservice@cccsdv.org  
**W:** www.cccsdv.org

One Cherry Hill Suite 215  
Cherry Hill, New Jersey  
08002-

- Home Equity Conversion Mortgage Counseling  
- Homebuyer Education Programs  
- Loss Mitigation  
- Marketing and Outreach Initiatives  
- Money Debt Management  
- Mortgage Delinquency and Default Resolution Counseling  
- Postpurchase Counseling  
- Prepurchase Counseling  
- Renters Assistance  
- Services for Homeless

- Cantonese  
- Spanish

THE BUILDING  
AFFORDABLE COMM  
(BACH)

**P:** 856-966-0300  
**T:**  
**F:** 856-338-9118  
**E:** annmcintyre@bach-nj.org  
**W:**

400 SOUTH BROADWAY at  
BENSON  
Camden, New Jersey 08103

- Homebuyer Education Programs  
- Marketing and Outreach Initiatives  
- Mortgage Delinquency and Default Resolution Counseling  
- Postpurchase Counseling  
- Prepurchase Counseling  
- Renters Assistance

- English Only

CCCS OF SOUTH JERSEY,  
DIVISION OF MMI

**P:** 800-873-2227  
**T:**  
**F:** 609-652-2226  
**E:** brain.coyle@moneymanagement.org  
**W:**

3073 English Creek Ave., Ste.  
3  
Egg Harbor Township, New  
Jersey 08234

- Home Equity Conversion Mortgage Counseling  
- Homebuyer Education Programs  
- Marketing and Outreach Initiatives  
- Money Debt Management  
- Mortgage Delinquency and Default Resolution Counseling  
- Postpurchase Counseling  
- Prepurchase Counseling  
- Renters Assistance

- English Only

GARDEN STATE  
CONSUMER CREDIT  
COUNSELING,  
INC./NOVADEBT

**P:** 866-472-4557  
**T:** 866-472-4557  
**F:** 732-409-6284  
**E:** education@novadebt.org  
**W:** www.novadebt.org

225 Willowbrook Road  
Freehold, New Jersey 07728-

- Home Equity Conversion Mortgage Counseling  
- Homebuyer Education Programs  
- Loss Mitigation  
- Marketing and Outreach Initiatives  
- Money Debt Management  
- Mortgage Delinquency and Default Resolution Counseling  
- Postpurchase Counseling  
- Prepurchase Counseling

- Spanish

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS/MONMOUTH COUNTY DIVISION OF SOCIAL SERVICES	<b>P:</b> 732-431-6231 <b>T:</b> <b>F:</b> 732-431-6266 <b>E:</b> jsalton@oel.state.nj.us <b>W:</b>	P.O Box 3000 Freehold, New Jersey 07728-	- Home Equity Conversion Mortgage Counseling - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CCCS OF CENTRAL NEWJERSEY, A DIVISION OF FAMILY GUIDANCE CENTER	<b>P:</b> 609-586-2574 <b>T:</b> 888-379-0604 <b>F:</b> 609-586-4759 <b>E:</b> cccs@erols.com <b>W:</b> www.cccscentralnj.com	1931 Nottingham Way Hamilton, New Jersey 08619	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance - Services for Homeless	- Spanish
THE ALLIANCE FOR AFFORDABLE HOMEOWNERSHIP, EDUC & DEV. DBA ALL AHEAD	<b>P:</b> 866-587-4511 <b>T:</b> <b>F:</b> 732-223-5513 <b>E:</b> <b>W:</b> www.allahead.org	2517 Hightway 35, Bldg. B, Ste. 303 Manasquan, New Jersey 08736	- Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- Creole - French
CONSUMER CREDIT AND BUDGET COUNSELING	<b>P:</b> 888-738-8233-202 <b>T:</b> 888-738-8233 <b>F:</b> 888-738-8234 <b>E:</b> DEBTonator@cc-bc.com <b>W:</b> www.cc-bc.com	299 S. Shore Road, Route 9 South Marmora, New Jersey 08223-0866	- Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- Spanish
AFFORDABLE HOMES OF MILLVILLE ECUMENICAL	<b>P:</b> 856-293-0100 <b>T:</b> <b>F:</b> 856-293-0101 <b>E:</b> ahomeinc@juno.com <b>W:</b>	400 East Main St. P.O. Box 241 Millville, New Jersey 08332-	- Fair Housing Assistance - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling - Renters Assistance	- Spanish
SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.	<b>P:</b> 856-456-1121 <b>T:</b> <b>F:</b> 856-456-1076 <b>E:</b> rmonou@scucs.org <b>W:</b> community.nj.com/cc/scucs	146 Black Horse Pike Mount Ephraim, New Jersey 08059-2007	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation Counseling - Marketing and Outreach Initiatives - Mobility and Relocation Counseling	- Russian - Spanish
NEW JERSEY CITIZEN ACTION	<b>P:</b> 800-656-9637 <b>T:</b> 800-656-9637	128 Market St. Passaic, New Jersey 07055-	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation	- Spanish

	<b>F:</b> 973-643-8100 <b>E:</b> application@njcitizenaction.org <b>W:</b> www.njcitizenaction.org		Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Prepurchase Counseling	
CCCS OF NEW JERSEY	<b>P:</b> 888-726-3260 <b>T:</b> 888-726-3260 <b>F:</b> <b>E:</b> <b>W:</b> www.cccsnj.org	100 West Main St. Somerville, New Jersey 08876	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CCCS OF SOUTH JERSEY, DIVISION OF MMI	<b>P:</b> 800-873-2227 <b>T:</b> <b>F:</b> <b>E:</b> brain.coyle@moneymanagement.org <b>W:</b>	106 Apple St., Suite 105 Tinton Falls, New Jersey 07724	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
NEW JERSEY CITIZEN ACTION	<b>P:</b> 800-656-9637 <b>T:</b> 800-656-9637 <b>F:</b> 973-643-8100 <b>E:</b> application@njcitizenaction.org <b>W:</b> www.njcitizenaction.org	83 Irons Street PO Box 5386 Toms River, New Jersey 08754	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Prepurchase Counseling	- Spanish
OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N.)	<b>P:</b> 732-244-2351 <b>T:</b> <b>F:</b> 732-557-4120 <b>E:</b> pford@oceaninc.org <b>W:</b> www.oceaninc.org	40 Washington Street Toms River, New Jersey 08753	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- English Only
AMERICAN CREDIT ALLIANCE, INC.	<b>P:</b> 609-393-5400 <b>T:</b> 800-332-8648 <b>F:</b> 215-428-6746 <b>E:</b> housing@501plan.org <b>W:</b> www.acahomecounseling.com	26 South Warren Street Trenton, New Jersey 08608- 2108	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- English - French - Russian - Spanish

CATHOLIC CHARITIES, TRENTON, NJ	<b>P:</b> 856-764-6945-26 <b>T:</b> <b>F:</b> 856-764-6948 <b>E:</b> eclark@cctrenton.org <b>W:</b> www.catholiccharitiestrenton.org	383 West State Street Trenton, New Jersey 08618	<ul style="list-style-type: none"> <li>- Fair Housing Assistance</li> <li>- Homebuyer Education Programs</li> <li>- Loss Mitigation</li> <li>- Marketing and Outreach Initiatives</li> <li>- Mobility and Relocation Counseling</li> <li>- Money Debt Management</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Predatory Lending</li> <li>- Renters Assistance</li> <li>- Services for Homeless</li> </ul>	- English Only
ISLES, INCORPORATED	<b>P:</b> 609-341-4733 <b>T:</b> <b>F:</b> 609-278-6463 <b>E:</b> prose@isles.org <b>W:</b> www.isles.org	619 Greenwood Avenue Trenton, New Jersey 08609	<ul style="list-style-type: none"> <li>- Homebuyer Education Programs</li> <li>- Marketing and Outreach Initiatives</li> <li>- Money Debt Management</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Postpurchase Counseling</li> <li>- Predatory Lending</li> <li>- Prepurchase Counseling</li> <li>- Renters Assistance</li> <li>- Services for Homeless</li> </ul>	- English Only
MERCER COUNTY HISPANIC ASSOCIATION	<b>P:</b> 609-392-2446 <b>T:</b> <b>F:</b> 609-695-7618 <b>E:</b> jcarlos@att.net <b>W:</b>	200 East State Street, Second Floor P.O.Box 1331 Fleet Bank Building Trenton, New Jersey 08607	<ul style="list-style-type: none"> <li>- Fair Housing Assistance</li> <li>- Homebuyer Education Programs</li> <li>- Marketing and Outreach Initiatives</li> <li>- Mobility and Relocation Counseling</li> <li>- Money Debt Management</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Postpurchase Counseling</li> <li>- Predatory Lending</li> <li>- Prepurchase Counseling</li> <li>- Renters Assistance</li> <li>- Services for Homeless</li> </ul>	- Spanish
NEW JERSEY CITIZEN ACTION	<b>P:</b> 800-656-9637 <b>T:</b> 800-656-9637 <b>F:</b> 973-643-8100 <b>E:</b> application@njcitizenaction.org <b>W:</b> www.njcitizenaction.org	118 W. State Street Trenton, New Jersey 08608	<ul style="list-style-type: none"> <li>- Home Equity Conversion Mortgage Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Homebuyer Education Programs</li> <li>- Loss Mitigation</li> <li>- Marketing and Outreach Initiatives</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Predatory Lending</li> <li>- Prepurchase Counseling</li> </ul>	- Spanish
CCCS OF SOUTH JERSEY, DIVISION OF MMI	<b>P:</b> 800-873-2227 <b>T:</b> <b>F:</b> 856-935-3675 <b>E:</b> brain.coyle@moneymanagement.org <b>W:</b>	Plaza Office Center, #6, 5581 Route 42 Turnersville, New Jersey 08012	<ul style="list-style-type: none"> <li>- Home Equity Conversion Mortgage Counseling</li> <li>- Homebuyer Education Programs</li> <li>- Marketing and Outreach Initiatives</li> <li>- Money Debt Management</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Postpurchase Counseling</li> <li>- Prepurchase Counseling</li> <li>- Renters Assistance</li> </ul>	- English Only

BURLINGTON COUNTY  
COMMUNITY ACTION  
PROGRAM

**P:** 609-835-4329-4011  
**T:**  
**F:** 609-835-9647  
**E:** [mmayhand@yahoo.com](mailto:mmayhand@yahoo.com)  
**W:** [www.bccap.com](http://www.bccap.com)

One Van Sciver Parkway  
Willingboro, New Jersey 08046

- Fair Housing Assistance
- Homebuyer Education Programs
- Loss Mitigation
- Mobility and Relocation Counseling
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

- English Only

# **Appendix**

# **D**

## **Program Forms**



**APPLICATION FOR REHABILITATION ASSISTANCE**  
**Eastampton Township Rental Rehabilitation Program**

**PROPERTY OWNER INFORMATION**

Property Owner (First, Last Name) \_\_\_\_\_ Social Security Number \_\_\_\_\_

Co-Owner (First, Last Name) \_\_\_\_\_ Social Security Number \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Block # / Lot # \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

( ) ( ) ( )

Home / Cell Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_ Ext. \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

**PROPERTY INFORMATION**

**RENTAL PROPERTY ADDRESS:** \_\_\_\_\_

Number of units: \_\_\_\_\_ Number of bedrooms per unit: \_\_\_\_\_

Year Property Was Built: \_\_\_\_\_ Number of units occupied: \_\_\_\_\_

Current Rents Per Unit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Units Receiving Rent Subsidy: \_\_\_\_\_

**Year Purchased:** \_\_\_\_\_

**Purchase Price:** \_\_\_\_\_

**Amount of Initial Mortgage:** \_\_\_\_\_

**Mortgage Balance:** \_\_\_\_\_

**List all liens on property and amount:** \_\_\_\_\_

\_\_\_\_\_

**List repairs that you believe require rehabilitation through this Program:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DEBT SERVICE: Please list the amount that is paid for each service per year:**

**Real Estate Taxes** \_\_\_\_\_

**Liability and Fire Insurance** \_\_\_\_\_

**Water/Sewer** \_\_\_\_\_

**Trash** \_\_\_\_\_

**Electric** \_\_\_\_\_

**Heat** \_\_\_\_\_

**Hot Water** \_\_\_\_\_

**License & Permits** \_\_\_\_\_

**Accounting** \_\_\_\_\_

**Legal Fees** \_\_\_\_\_

**Property Management** \_\_\_\_\_

**Other: specify** \_\_\_\_\_



**TENANT INFORMATION**

**Please list the names of each tenant and the unit that they reside in:**

<b>TENANT</b>	<b>UNIT</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ACKNOWLEDGMENT:**

I understand that the unit(s) must be continuously occupied by a low-or-moderate income household for 10 years. Rent controls will be placed on each unit participating according to the Uniform Housing Affordability Controls (UHAC) guidelines. I agree to submit annual reports to the Town regarding changes in tenancy.

Projects which cannot be brought up to the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28 within the program's funding limits and projects which do not require the repair or replacement of a major system will not be approved.

I certify that the information contained herein is true and accurate to the best of my knowledge. I make this statement willingly and with full knowledge of the penalties under federal and state laws should false information be given.

**X**  
\_\_\_\_\_  
**Property Owner**  
**Signature**

\_\_\_\_\_  
**Date**

**X**  
\_\_\_\_\_  
**Co-Owner Signature**

\_\_\_\_\_  
**Date**

The **FOLLOWING ITEMS MUST BE RETURNED WITH THIS APPLICATION**, enter an **X** in the space provided or place N/A in the space provided as it pertains to your household.

- \_\_\_\_\_ COPY OF THE RECORDED DEED –ALL PAGES
- \_\_\_\_\_ COPY OF OWNER'S CURRENT INSURANCE (DECLARATION PAGE)
- \_\_\_\_\_ PROOF OF OWNER'S SHARE; BANK STATEMENT, CREDIT LINE, ETC.
- \_\_\_\_\_ PROOF OF CURRENT MORTGAGE AND AMOUNT
- \_\_\_\_\_ REAL ESTATE TAX BILL
- \_\_\_\_\_ CURRENT COPIES OF ALL UTILITIES PAID BY LANDLORD
- \_\_\_\_\_ CURRENT LEASES FOR ALL TENANTS
- \_\_\_\_\_ FLOOD INSURANCE WHERE APPLICABLE

**RETURN COMPLETED FORM TO:**

**EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION PROGRAM  
TENANT INFORMATION/APPLICATION**

**Applicant Income Verification Checklist**

The UHAC regulations require all tenants of property owners applying for a loan under Eastampton Township's Rental Rehabilitation Program to furnish the following information. All information will be kept strictly confidential and will be used solely for the purpose of qualifying you for the program.

1. The social security number of all tenants.
  2. Verification of all household income, which includes, where applicable:
    - Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
    - Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
    - A letter or appropriate reporting form verifying monthly benefits such as
      - Social Security or SSI – Current award letter or computer print out letter
      - Unemployment – verification of Unemployment Benefits
      - Welfare -TANF<sup>1</sup> current award letter
      - Disability - Worker's compensation letter or
      - Pension income (monthly or annually) – a pension letter
    - A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
    - Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
    - Evidence or reports of income from directly held assets, such as real estate or businesses.
    - Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
    - Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.
  3. A copy of your lease and utility bills.
-

**EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION PROGRAM  
TENANT INFORMATION**

NAME OF HEAD OF HOUSEHOLD \_\_\_\_\_ AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

SPOUSE: \_\_\_\_\_ AGE: \_\_\_\_\_

OTHER HOUSEHOLD MEMBERS AND AGE: \_\_\_\_\_

**RENT:**

Monthly Rent Amount: \_\_\_\_\_

Do You Have A Lease? \_\_\_\_\_ Term of the Lease: \_\_\_\_\_

**INCOME:**

List your household income below and attach copies of Federal Income Tax forms, Four consecutive pay stubs, Social Security award papers, Pension award papers, Unemployment award papers, etc.

**IMPORTANT: ALL HOUSEHOLD INCOME MUST BE REPORTED**

<u>Name</u>	<u>Amount Per Month</u>	<u>Source</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Your landlord is making an application to the Eastampton Town Rental Rehabilitation Program in order to rehabilitate the property that you reside in. Improvements will be made that may include major construction. This program will not cause you to be permanently displaced. Your cooperation in providing necessary income information is essential for eligibility to participate in the program. Your cooperation will also be needed when construction begins in providing access to the unit.

I have read the above notice and agree to provide the necessary information for participation in the Rental Rehabilitation Program. I understand that any false information given will be reason for denial of this application.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO  
RENTAL UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

*CERTIFICATE FOR APPLICANT*

CERTIFIED TO A RENTAL UNIT SUBJECT TO  
AFFORDABLE HOUSING RESTRICTIONS

My name is \_\_\_\_\_ and I am making this certificate in  
connection with my certification to rent the Affordable Housing unit located at  
\_\_\_\_\_.

I am aware, as the renter of an Affordable unit, that from this date until \_\_\_\_\_,  
20\_\_ as long as I am renting the unit described above, my renting the apartment is  
subject to the requirements that are listed below:

1. I am required to pay all rent set forth in my lease on time and in the manner provided for in my lease.
2. I know that I am required to live in my apartment, and that I cannot sublease it or rent it out to any other person, not even to members of my family.
3. I know that the maximum rent I am supposed to pay to my landlord is limited by law, that it is announced each year by \_\_\_\_\_, and that I can call \_\_\_\_\_ at any time if I have any questions about what rent I am supposed to be paying.
4. I know that I am not allowed to make any improvements to my apartment unless they have been approved in writing by \_\_\_\_\_.

BE IT REMEMBERED, that on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the  
signer of this Certificate \_\_\_\_\_  
appeared personally before me and who, being duly sworn by me, deposed and  
made proof to my satisfaction (i) that he/she is the renter of the Affordable unit  
that is identified as said renter in the foregoing Certificate, and (ii) and that  
he/she has executed said Certificate with respect to the lease of the property  
described in the Certificate and for the purposes described and set forth therein.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Sworn to and subscribed before me, \_\_\_\_\_ on  
the date set forth above.

\_\_\_\_\_  
NOTARY PUBLIC

**Eastampton Township  
Case File Checklist**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Case No. \_\_\_\_\_  
Address: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_  
Income: \_\_\_\_\_ Household size: \_\_\_\_\_ Low: \_\_\_\_\_ Mod: \_\_\_\_\_ Median: \_\_\_\_\_

- \_\_\_\_\_ Application Rec'd
- \_\_\_\_\_ Verification Rec'd (Property Owner)
  - \_\_\_\_\_ \* Deed
  - \_\_\_\_\_ \* Insurance
  - \_\_\_\_\_ \* Proof of Income
  - \_\_\_\_\_ \* Tax Status
  - \_\_\_\_\_ \* Title search - Other liens, etc.: \_\_\_\_\_
- \_\_\_\_\_ Letter of Approval/ Ineligibility Appeal? Y N Outcome: \_\_\_\_\_
- \_\_\_\_\_ Inspection Scheduled for: \_\_\_\_\_
- \_\_\_\_\_ Work Write-up sent to Owner \_\_\_\_\_ Owner Approval Y N
  - \_\_\_\_\_ \* Cost Estimate Amount: \$ \_\_\_\_\_
- \_\_\_\_\_ Photos taken
- \_\_\_\_\_ Bid Announcement
- \_\_\_\_\_ Bid Spreadsheet
- \_\_\_\_\_ Owner Bid Approval Contractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- \_\_\_\_\_ Award letter to contractor \_\_\_\_\_ Owner \_\_\_\_\_ file
- \_\_\_\_\_ Change orders \$ \_\_\_\_\_
- \_\_\_\_\_ Signings: \_\_\_\_\_ Mortgage \_\_\_\_\_ Note \_\_\_\_\_ Borrowers Agree
  - \_\_\_\_\_ Construct. Agree
- \_\_\_\_\_ Mortgage filed: Book: \_\_\_\_\_ Page: \_\_\_\_\_ Amt.: \_\_\_\_\_
- \_\_\_\_\_ Order to Proceed
- \_\_\_\_\_ Contractor Start Date \_\_\_\_\_ Finish Date
- \_\_\_\_\_ Lead Paint Certification \_\_\_\_\_ Owner/Inspector \_\_\_\_\_
  - \_\_\_\_\_ Contractor: \_\_\_\_\_
- \_\_\_\_\_ Sign offs:
  - \_\_\_\_\_ \* Owner
  - \_\_\_\_\_ \* Contractor
  - \_\_\_\_\_ \* Code Official
  - \_\_\_\_\_ \* Rehab Specialist
- \_\_\_\_\_ After photos
- \_\_\_\_\_ Payment Voucher signed by contractor Amount: \$ \_\_\_\_\_
- \_\_\_\_\_ Warrantees \_\_\_\_\_ Copy to Owner
- \_\_\_\_\_ Invoice and Release of Payment
- \_\_\_\_\_ Thank you letters \_\_\_\_\_ Owner \_\_\_\_\_ Contractor
- \_\_\_\_\_ Historic review
- \_\_\_\_\_ Revision of Mortgage necessary?
- \_\_\_\_\_ Assignment: \_\_\_\_\_
- \_\_\_\_\_ Other Notes: \_\_\_\_\_



**EASTAMPTON TOWNSHIP  
HOME IMPROVEMENT PROGRAM  
TENANT INCOME COVER SHEET**

Name of Head of Household: \_\_\_\_\_ Case No. \_\_\_\_\_

Property Address: \_\_\_\_\_

Names of all Income Earners in Household: \_\_\_\_\_

**TYPE OF INCOME** – annually

	Head of Household	Additional Wage earner	Additional Wage earner
__ Salary	_____	_____	_____
__ Social Security	_____	_____	_____
__ Pension	_____	_____	_____
__ Welfare	_____	_____	_____
__ Disability	_____	_____	_____
__ Workman's Comp	_____	_____	_____
__ Alimony	_____	_____	_____
__ Child Support	_____	_____	_____
__ Interest Income	_____	_____	_____
__ Other	_____	_____	_____
__ Other Income	_____	_____	_____
__ Rental Income	_____	_____	_____

**TOTAL ANNUAL INCOME** \$ \_\_\_\_\_

**Total Number of persons who occupy unit**

**Income Guideline for Low:** \_\_\_\_\_

**Income Guideline for Moderate:** \_\_\_\_\_

\_\_\_\_\_  
**Owner**                      **Date**                      **Co-Owner**                      **Date**

**The household has been determined to be eligible for participation in the Eastampton Housing Rehabilitation Program and qualified as a LOW MOD household. (Circle One.)**

\_\_\_\_\_  
**Program Administrator**                      **Date**

**EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION PROGRAM  
RENTAL PROPERTY  
ELIGIBILITY WORK SHEET**

Name of Applicant: \_\_\_\_\_

Address of Property: \_\_\_\_\_

PROFORMA		
Debt	Income	Property
Mortgage:	Rents:	
Maintenance:	Unit 1	Before Value:
Taxes and Utilities	Unit 2	Est. After Value:
Other	Unit 3	
	Unit 4	
Total	Total	Equity:

TENANTS	
Income:	Qualify, yes/no
Unit 1:	
Unit 2:	
Unit 3:	
Unit 4:	

The Property does/does not qualify

The following units qualify according to tenant income: \_\_\_\_\_

The following units do not qualify according to tenant income: \_\_\_\_\_

\_\_\_\_\_  
Program Administrator

\_\_\_\_\_  
Date

**RENTAL APPROVAL LETTER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Eastampton Township Rental Rehabilitation Loan Application**

Case No. \_\_\_\_\_

Dear \_\_\_\_\_:

I am pleased to announce that your application for a Eastampton Township Rental Rehabilitation Loan has been approved. The no interest deferred payment loan will be due when title to the property from the borrower to another party or interest takes place.

The rental units are to be continuously occupied by a low-or-moderate income household for a period of ten years. The base rent for each unit is listed below, along with the percentage the rent can be increased each year.

Based upon the tenant information that you provided the following units will be eligible for repair:

<b>Unit No.</b>	<b>Tenant Name</b>	<b>Base Rent</b>
-----------------	--------------------	------------------

**PROCEDURE:**

- Enclosed for your review and signature please find a Borrower’s Agreement, which outlines the program requirements. Please sign where indicated and return. The municipality will then sign the Agreement and a fully signed copy will be returned to you for your file.
- You will be contacted in the near future to make arrangements for an inspection of your property. The program inspector will determine the scope of work to be done. He will prepare a work write-up and cost estimate.

- You will receive a copy of the work write-up and any questions that you might have will be answered for you concerning the proposed work.
- The work will be bid to qualified contractors that are listed with the municipality. The most reasonable low bidder will be recommended. If you prefer another contractor that has placed a higher bid you have the option to pay the difference in bids and contract with the higher bidder.
- Once a contractor has been chosen arrangements will be made to sign the necessary contracts. This will include: Mortgage, Note, Affordability Control Agreement, Construction Agreement, and Proceed Order.
- The contractor will be given 90 days to complete all the work. He will be paid in progress payments after the work has been satisfactorily inspected by the local code official(s) and the Rehabilitation Specialist.

I look forward to proceeding with you on this project. I will contact you in the near future to arrange for an inspection. Should you have any questions in the meantime please contact me at (\_\_\_\_) \_\_\_\_\_.

Sincerely,

Program Administrator

***EASTAMPTON TOWNSHIP RENTAL REHABILITATION PROGRAM***

**CERTIFICATION OF SUBSTANDARD**

This certifies that the property located at \_\_\_\_\_ has health and code violations and that at least one of the following systems need to be replaced or repaired:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

---

Construction Official/Rehabilitation Specialist



**WHEREAS THE** property ("Property") which is the subject of the Loan and this Agreement is described as follows:

See attached Schedule C

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, THE MUNICIPALITY AND OWNER AGREES AS FOLLOWS:**

1. Owner acknowledges and agrees that the purpose of said Loan is to provide funds for the rehabilitation and completion of renovations to the Rental Property as low to moderate income housing which meets the income eligibility requirements specified by UHAC, and that as a condition of said Loan, the rental, leases, use, and occupancy of the Property is limited to those persons who meet the income eligibility requirements of the UHAC, the terms of which are incorporated into this Agreement as if more fully set forth at length herein. The Owner's agreement to abide by and comply with the income eligibility requirements and guidelines is evidenced by and set forth in the Deed Restrictions ("Restrictions") executed by the Owner and intended to be recorded as an encumbrance against the Property.

2. Owner further acknowledges and agrees that, as a condition of said Loan, Owner must provide to Municipality, on each anniversary date of the Loan for a period of ten (10) years from the date hereof, verification in a form specified by and acceptable to Municipality and the Court, that all rentals, leases, uses, and occupancies of said property comply with the terms, limitations and conditions of the Loan and the UH.C.

3. Owner further acknowledges and agrees that it shall be a breach of the terms of the Loan and this Agreement if: (a) Owner fails to comply with the use, and occupancy income verification requirement; or (b) the present and future rental, sale, lease, transfer, use, and occupancy fail to comply with the terms, limitations and/or conditions of the Loan; all in accordance with the UHAC guidelines. Any such violation shall constitute a default and non-compliance in the terms of the Loan and this Agreement, in the sole discretion of Municipality. Upon such default and non-compliance, Municipality shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately, institute a recapture of the funds through a demand for immediate repayment, and Owner shall be obligated to repay said funds to Municipality.

4. The Owner, in consideration of the Municipality using Funds to provide an interest-free Deferred Payment Loan, shall be obligated to incur costs for the

rehabilitation of buildings, installation and repair of fixtures and/or otherwise upgrading and improvement of the property of the Owner. The cost of these improvements shall be funded in part with a Rental Rehabilitation Loan made by the Municipality. This Loan shall be in the amount of \$\_\_\_\_\_.

5. It is understood and agreed that improvements and upgrading referred to hereinabove must be made to correct existing or incipient building code deficiencies in order for the rental units to meet the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28. In no case, can improvements be made with Program Loan Funds, which are "ineligible improvements" as described in the Policy and Procedure Manual.

6. Owner agrees to repay the Loan to the Municipality when title to his or/and her property improved with Loan funds is transferred/sold by the Owner to another party or interest.

THE conditions, restrictions, terms and provisions contained in this Agreement are intended to be real covenants and shall run with the land and shall be binding mutually on Owner, their heirs, executors, administrators, successors and/or its assigns and Municipality, its successors and/or assigns and shall continue to be effective so long as the Loan is outstanding.

**IN WITNESS WHEREOF**, the Parties to this Agreement are legally bound and have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Property Owner (Owner)

\_\_\_\_\_  
Property Owner (Owner)

\_\_\_\_\_  
Address of Property

\_\_\_\_\_  
BLOCK      LOT



**EASTAMPTON TOWNSHIP RENTAL REHABILITATION PROGRAM  
SUBORDINATION POLICY INSTRUCTIONS**

Eastampton Township will review requests to subordinate this loan to subsequent mortgages. The Eastampton Township will review all requests. The applicant must submit to the Program Administrator a written subordination request and provide a current title search and property appraisal. In order for the Town to approve the request, the Town must be subordinate to no more than two loans and there must be sufficient equity in the property. The appraisal must show that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

Owner Signature\_\_\_\_\_

Date\_\_\_\_\_

Owner Signature\_\_\_\_\_

Date\_\_\_\_\_

## OWNERS ACCEPTANCE OF WORK WRITE-UP

Date

Dear Owner,

Enclosed, please find a copy of the work write-up that was prepared as a result of the inspection performed on your home. The inspector is required to include all code violations as necessary repairs. Please understand that **the program requires that only specific items be addressed with program funds.** Additionally, **the program also requires that specific code items be corrected.** For this reason, the write-up consists of both and code items.

The inspector who prepared the work write-up for your home will determine the cost estimate. It reflects his opinion of what repairs will cost. This is **just an estimate** and will differ from the actual bid amounts submitted. Please do not share this estimate with any contractor; doing so would constitute collusion. This number is simply for your review and to give the program an idea of what the approximate cost of rehabilitating your home will be.

A final eligibility requirement of the program was to conduct a title search of your property. This insures that there is sufficient equity in your property to support the required program lien (previously completed).

**Please read the enclosed document very carefully. If you are in agreement with the proposed write-up being put out to bid as is, kindly sign the form where indicated and return it to my office at the address listed below within 10 days of receipt of this letter. Please note: some items may need to be adjusted later to account for budgetary concerns.**

If you have questions about any items on the list, please make a note on the sheet you send back to be included in your file. Additionally, if any work has been completed since the work write-up, please list that also. If there are no specific adjustments, then the bid will be distributed as is. Thank you for your time and consideration.

Sincerely,

Program Administrator

cc: Owner file

**EASTAMPTON TOWNSHIP RENTAL REHABILITATION PROGRAM  
REQUEST FOR REHABILITATION BID AND  
BID ANNOUNCEMENT**

---

**Date:**  
**Owner:**

**Case No:**  
**Phone No.:**

---

**Address of Property to be Rehabilitated:**

---

Dear Rehabilitation Contractor:

The property owner listed above has requested that you provide a bid on the above-referenced job as a part of the Eastampton Township Rental Rehabilitation Program. Attached please find the bid package, which includes the project Work Write-up, Bid Procedures and Standard Specifications. Contact the Owner to schedule a time to view the property. If you have any questions regarding bid procedures please contact the Program Administrator at (\_\_\_\_) \_\_\_\_\_.

Eastampton Township will receive and open sealed bids for this project on \_\_\_\_\_(date) at \_\_\_\_\_(time) in the Eastampton Township Rental Rehabilitation Office, \_\_\_\_\_. The bids will be received on behalf of the Owner according to the Policy and Procedural Manual for the Rental Rehabilitation Program. No Bids will be accepted after the aforementioned date and time. No bids will be accepted unless they are placed in a sealed envelope clearly stating the word "BID", as well as the contractor's name, and the address of the home to be rehabilitated on the front.

Completed bid packages may be hand delivered or mailed to:

Rental Rehabilitation Program  
Eastampton Township  
C/O Triad Associates  
1301 W. Forest Grove Road  
Vineland, NJ 08340  
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.  
Att: Program Administrator

**EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION PROGRAM  
BIDDING PROCEDURES AND CONTRACTOR RESPONSIBILITIES**

Upon approval by the Owner, a bid notice is sent to interested contractors on the Approved Municipal Contractor List. The sealed bids are opened at a public bid opening. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the Owner selects a higher bid, the Owner must pay the difference between the chosen and the lowest responsible.

The following is a brief description of the bidding procedures and contractor responsibilities for a case funded through the Rental Rehabilitation Program:

1. General: The work shall include paying for and furnishing all necessary permits, licenses, labor, materials, fixtures and equipment, necessary for the satisfactory completion of the rehabilitation of the property identified in the Work Write-up. **Standard specifications are included in the bid packages mailed to the contractors.** Workmanship shall be properly done in accordance with quality standards of the involved trades known as a "workmanlike manner". Inferior workmanship will not be accepted.
2. All bids must be completed on the work write-up sheet supplied and must be totaled individually. Contractor's letterhead proposals will not be accepted. It is the responsibility of the contractor to total each bid correctly. Failure to do so can result in the loss of an award. Each bid submitted should have the name and address of the contractor on the last page. All bids must be submitted by the prevailing date and time specified. Each bid packet should be sealed in an envelope with the name and address of the contractor and words "Bid" clearly written on the outside. The address of the property being bid should be written on the outside of the envelope.
3. Examination of Site: Prior to bidding, all contractors are requested to visit the site, to compare the specifications and conditions. The contractor shall be responsible for checking and verifying all measurements and quantities of materials as listed in the Work Write-up. After the bid is awarded changes to the work, including substitutions of materials, workmanship or equipment required by the specifications, or changes in the scope of the work as described, shall be submitted in writing as a Change Order by the contractor to the Program Administrator. Changes shall be approved in writing by the Owner, contractor, and the Rehabilitation Specialist before work is started.
4. The contractor shall furnish evidence of a valid current Insurance Policy which protects the property owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the work performed by the contractor. The contractor shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his

employees and those of his Sub-contractors engaged in the work. Current liability insurance certificates must be on hand in this office before any awards are given.

5. Bidding privileges may be denied due to poor references, too many outstanding projects with the Town, listing on the debarred List, chronic poor time performance, Owner complaints, failure to obtain permits, failure to pay sub-contractors, and/or poor workmanship.

6. The contractor is responsible for notifying the Program Administrator when ready for an inspection. It is required that the permits be closed out prior to requesting a final inspection. No funds will be released to the contractor until specified work according to the contract is inspected and satisfactory. It is important that all work is completed according to the work write-up **BEFORE** requesting an inspection. If a Punch List is necessary, the contractor will be charged \$100.00 for each additional inspection plus travel expense for the inspector to make a return trip.

7. *All contractors must now be registered with the State of New Jersey under the recently enacted P.L. 2004, c.57 and in addition, Home Improvement Contractors must register with the New Jersey Division of Consumer Affairs.*

8. Common Bidding Errors:

- PENCIL – Never use a pencil. Pencil marks can be erased. All bids should be written in pen.
- CORRECTIONS – If you make an error and have to correct it, draw a line through the error and initial it. This protects you so that someone else cannot change your bid.
- BIDDING EACH ITEM – Each item is numbered on the bid sheet (work write-up). Each item must be bid even if it is part of a larger scope of work. The Program Administrator must know how much an item cost in case of change orders. Also if an item is missed it can result in the loss of an award.
- IDENTIFY YOUR BID AND TOTAL CORRECTLY – Your name should appear on each bid and please review your figures to make sure you added correctly. An incorrect total can cause a loss of an award.
- PERMIT, DUMPSTER FEES, ETC, - No items should be added to your bid. Although you are responsible for the permits, etc. you should include this cost in with your individual items.
- ADDING ITEMS TO THE BID – If you feel that an item is not specific enough or should have included additional work **do not write it on the bid** and include an additional price. This will only cause you to lose a bid. Questions concerning construction can be dealt with after the bids are opened.
- NO LETTERHEAD AND SEALED BIDS – bids must be presented on the bid sheet provided. Bids placed on a contractor's letterhead will not be accepted and bids must be submitted in a clean sealed envelope. Do not submit an envelope that has been opened and resealed with tape.

**EASTAMPTON TOWNSHIP RENTAL REHABILITATION PROGRAM  
BID ACCEPTANCE FORM**

---

Owner \_\_\_\_\_

Case No. \_\_\_\_\_

---

Property Address \_\_\_\_\_

On \_\_\_\_\_ bids were received and opened for the rehabilitation work on your property under the Rental Rehabilitation Program. The results of the bids are as follows:

The contractor, \_\_\_\_\_, is the most reasonable low bidder. You have the right to accept another bidder however, you will responsible for the difference in bids.

Please complete the bottom portion of this letter and return one copy in the enclosed return envelope. Upon receipt of this form a preconstruction conference will be scheduled. The conference will be held to review the work write-up, the Construction Agreement, the mortgage and mortgage note. These documents will be signed at that time by the appropriate parties and copies distributed.

---

\_\_\_ I accept the low bid amount of \$\_\_\_\_\_ made by \_\_\_\_\_.

\_\_\_ I prefer another contractor other than the low bidder. I choose the bid amount of \$\_\_\_\_\_ made by \_\_\_\_\_ understanding that we/I will be obligated to pay the difference of \$\_\_\_\_\_ by certified check or money order made payable to the municipality. The check must be brought to the preconstruction conference and will be held in escrow until the contractor's first request for payment.

---

Owner \_\_\_\_\_

Date \_\_\_\_\_

**TRIAD ASSOCIATES  
HOME IMPROVEMENT PROGRAM**

**GENERAL CONTRACTOR APPLICATION**

Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Principals of the Firm: \_\_\_\_\_

Contact Person:

\_\_\_\_\_

Is This Company Incorporated?  Yes  No Federal ID

# \_\_\_\_\_ - \_\_\_\_\_

Is Company Bonded?  Yes  No Amount of Bond

\$ \_\_\_\_\_

**Do You Use Sub-Contractors?**  Yes  No (If yes, please attach a list of all subcontractors and contact information.)

Have You Ever Been Debarred From Federal Programs?  Yes  No

If So, When and Through What

Program \_\_\_\_\_

Have You Ever Been Restricted From Or Removed From Any Project?  Yes  No

If So, When and

Where \_\_\_\_\_

Are You, Or Any Of Your Employees Related To Any Municipal Officials?

Yes  No

If So, Give Name of Person and Relationship

\_\_\_\_\_

Are You or Any of Your Employees **Certified** to Handle **Lead Based Paint**?

Yes  No

**Statistical Data:**

**Gender:**      Male Owned Business      Female Owned Business

**Ethnicity:**    White    Black    Hispanic    Native American    Asian/Pacific  
Islander

-----

**LOCAL, STATE AND FEDERAL REFERENCES**

**1. Name of Agency:**

\_\_\_\_\_

Contact Person(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Contracts: \_\_\_\_\_ Type of Work: \_\_\_\_\_

**2. Name of Agency:**

\_\_\_\_\_

Contact Person(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Contracts: \_\_\_\_\_ Type of Work: \_\_\_\_\_

**PRIVATE WORK REFERENCES**

**1. Name:**

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Dates of Contracts: \_\_\_\_\_ Type of Work: \_\_\_\_\_

\_\_\_\_\_

**2. Name:**

\_\_\_\_\_



Address:

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Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Contracts: \_\_\_\_\_ Type of Work: \_\_\_\_\_

**3. Name:**

---

Address:

---

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Contracts: \_\_\_\_\_ Type of Work: \_\_\_\_\_

-----  
**\*You Must Submit a Valid Copy of the Following Documents with Your Application**

(Please Check Box of Each Included Document)

- A Certificate of Insurance including: General Liability, Vehicle and Workmen's Compensation**
- A Fully Executed IRS Form W9**
- A Copy of Your State Of New Jersey Business Registration.**
- A Copy of Your State Of New Jersey Registration As A Home Improvement Contractor**
- A Minority Owned Business Registration (If Applicable)**
- Please Attach A Copy Of Your Lead Certification**

---

**I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**BID SPREAD SHEET**  
**Eastampton Township Rental Rehabilitation Program**

Page \_\_\_\_ of \_\_\_\_

<b>PROPERTY CONTRACTOR</b>				
<b>ADDRESS</b>				

Date: \_\_\_\_\_ Program: \_\_\_\_\_

No. of Properties Bid \_\_\_\_\_ No. of Contractors \_\_\_\_\_

Present: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION  
NOTICE TO PROCEED***

---

Date

Case No.

---

Property Owner's Name

---

Address of Property Assisted by the Program

Dear Contractor:

This notice authorizes you to obtain local permits, if necessary, and begin the rehabilitation work on the above referenced property according to the work write-up and specifications in the Construction Agreement dated \_\_\_\_\_. Please note you must begin the rehabilitation work within fifteen (15) days of this Notice to Proceed and complete same no later than ninety (90) days after the work commences.

Should you require additional information, do not hesitate to call me at \_\_\_\_\_.

Sincerely,

Program Administrator

**EASTAMPTON TOWNSHIP  
CONSTRUCTION AGREEMENT  
RENTAL REHABILITATION PROGRAM**

**AGREEMENT** made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between  
(hereafter the OWNER) and  
(hereafter the CONTRACTOR):

**WITNESSETH:**

**WHEREAS**, the Eastampton Township, hereafter known as "Municipality" has  
Established a program to provide funding for Eastampton Rental Rehabilitation  
Program; and

**WHEREAS**, the OWNER has been found to be eligible to obtain funds provided in  
whole or in part by said Municipality for the purpose of rehabilitating their property at:

**WHEREAS**, the CONTRACTOR warrants that he is qualified to perform the work  
specified herein; and

**WHEREAS**, certain funds to accomplish the rehabilitation are allocated by the  
Municipality which shall act as Escrowee only. NOW, THEREFORE, THE PARTIES  
MAKE THE FOLLOWING CONSTRUCTION AGREEMENT, WHICH IS A  
CONTRACT LEGALLY BINDING UPON ALL PARTIES WHO SIGN IT AND ALL  
WHO SUCCEED TO THEIR RIGHTS AND RESPONSIBILITIES

**THE PARTIES AGREE AS FOLLOWS:**

**1. Specifications and Description of Work:**

CONTRACTOR agrees, for the sum of \$ \_\_\_\_\_ to perform in a  
a good and workmanlike manner, the renovations indicated and specified in the  
Work Write-Up dated \_\_\_\_\_ attached hereto as Exhibit "A"

The OWNER hereby accepts the Proposal by CONTRACTOR for the above price.

## **2. Time for Performance**

a. CONTRACTOR shall commence work only upon receipt of an Order to Proceed from the OWNER, which Order shall be issued within 15 days from the date of signing of this Agreement. In the event the OWNER fails to issue such Order in a timely fashion, CONTRACTOR shall thereupon have the option of withdrawing his Proposal, and this Agreement shall then become null and void, and both Parties relieved from any further liability hereunder, and the funds allocated for such work shall be released by the Municipality from escrow status and the same shall become available for reallocation to another qualified resident.

b. CONTRACTOR shall commence work within 15 days after receipt of the Order to Proceed. In event of default hereunder, OWNER shall have the option to then declare this Agreement null and void and, thereupon, shall be able to seek another Contractor.

c. The CONTRACTOR shall satisfactorily complete the work herein specified within 90 days after receipt of the Order to Proceed. Unless notice in writing is submitted to the Municipality stating extraordinary circumstances delaying completion, as described in Paragraph 14, and an extension is granted, then the CONTRACTOR shall be penalized \$100.00 per day for each day that the work is not satisfactorily completed. This penalty shall be deducted from the final payment.

## **3. Equal Employment Opportunity:**

Executive Order #11246 attached hereto and made a part hereof shall apply and be made a part of all contracts when the sum to be charged for the work is \$10,000 or more.

## **4. Federal Labor Standards:**

The Federal Labor Standards Provisions shall apply to all contracts where the structure will contain 8 or more units after rehabilitation.

## **5. Insurance:**

The CONTRACTOR shall:

a. Furnish evidence of comprehensive general liability insurance including manufacturers and contractors liability and completed operations coverage protecting the OWNER, for not less than:

- 1) \$100,000/300,000 in the event of bodily injury, including death
- 2) \$50,000 in the event of property damage

b. Furnish evidence of automobile liability coverage with non-ownership endorsement protecting the OWNER, for not less than:

- 1) \$100,000/300,000 in the event of bodily injury, including death
- 2) \$50,000 in the event of property damage

c. Furnish evidence of Workmen's Compensation coverage, and require that such coverage be carried by sub-contractors.

d. Carry during the life of the Contract, Constructural Liability Insurance to protect and hold harmless the OWNER, in accordance with Section 5A of this Agreement.

**The OWNER shall:**

a. Carry fire insurance in the full amount of the contract, to protect himself and the CONTRACTOR.

**6. Permits and Codes:**

**CONTRACTOR shall:**

a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work to be performed.

b. Perform all work in conformance with applicable local codes and requirements whether or not covered by the Work Write-Up.

**7. Owner/Contractor Cooperation:**

**CONTRACTOR shall:**

a. Keep the premises broom-clean and orderly during the course of the work, and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless otherwise specified.

**OWNER shall:**

- out
- a. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary. OWNER shall also permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.
  - b. The premises are to be occupied ( X ) vacant ( ) during the course of the construction work.
  - c. The OWNER shall make the premises available for work between the hours of 8:00 A.M. to 4:00 P.M., and no work shall be done after 4:00 P.M. other than with prior consent of the OWNER.

**8. Assignment:**

CONTRACTOR shall not assign this Agreement without written consent of the OWNER and the Municipality.

**9. Guarantees:**

CONTRACTOR shall guarantee the work performed for a period of one year from the date of final acceptance of all work required by the Agreement. CONTRACTOR shall furnish the OWNER, care of the Municipality with all manufacturers' and suppliers' written guarantees and warrants covering materials and equipment furnished under the Contract. This shall include roofing warranties (if applicable) not contingent upon manufacturer's warranty, for workmanship for ten years for a bituminous membrane roof (flat), or twenty years for a pitched roof.

**10. Liens:**

First payment shall not be due until the CONTRACTOR has delivered to the OWNER, and OWNER has delivered to the Municipality either (a) a complete release of all liens arising out of this Agreement; or (b) receipt in full covering all labor and materials for which a lien could be filed.

**11. Indemnification:**

The OWNER and the CONTRACTOR agree to hold and save harmless the Municipality from any and all loss, cost or damage of every kind, nature or description arising under this Contract or from source whatsoever.

## **12. Inspections:**

CONTRACTOR shall permit the Municipality or its designees to examine and inspect the rehabilitation work. This shall include plumbing inspections by the Municipality before "closing in" of water service, underground soil pipe or sewer lines, or drain lines in bathroom floors.

## **13. Changes and Modifications:**

OWNER shall not permit any changes or additions to the Agreement, Work Write-Up or Plans, without written approval of the CONTRACTOR and the MUNICIPALITY. If any changes are approved, a Change Order must be signed by the OWNER, CONTRACTOR, PROGRAM ADMINISTRATOR, AND INSPECTOR, and work will not be started until such time as sufficient funds are deposited in the Escrow Account of the Municipality, and the Municipality has so notified the OWNER in writing. Any agreements between the CONTRACTOR and the OWNER for "side work", outside the scope of the Program's work write-up, and funded entirely by the Owner, must be documented and submitted to the Program Administrator. The municipality shall not be held responsible for any work performed by the CONTRACTOR that is not part of the work write-up and/or approved change order.

## **14. Resolution of Disputes:**

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the OWNER, the OWNER may request a hearing before the Municipality. Such request must be made in writing and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing to be held by an arbitration committee consisting of three members. A decision will be rendered by the committee with no further recourse by the appellant(s).

## **15. Payment Schedule:**

a. The CONTRACTOR will ordinarily be paid the Contract price in one lump sum amount after the work is inspected for satisfactory completion in accordance with the Work Write-Up. If payment is to be made in progress payments as the work progresses, the schedule below will specify the draws by which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each draw. The Municipality will endeavor to make payments to the CONTRACTOR within 20 days after the Municipality.



accepts the work as complete, and in accordance with the Work Write-Up. Final payment on the contract will only be made after final inspection and acceptance of all the work to be performed by the CONTRACTOR, and the CONTRACTOR has furnished the OWNER, at the address below, satisfactory releases of liens or claims of liens by the CONTRACTOR, sub-contractor, laborers and material suppliers for the completed work or installed materials under this Agreement. If the final inspection is called by the CONTRACTOR and inspection by the Home Improvement Office reveals incomplete work items or unsatisfactory work, the CONTRACTOR shall be assessed a penalty of \$100.00 plus travel expenses, for each inspection, which will be paid by the CONTRACTOR directly to the Inspecting Agent or his/her representative. This penalty shall be paid before final payment to the CONTRACTOR is released.

b. Schedule of Payments (if applicable):

Draw No. 1 _____	Draw No. 3 _____
Draw No. 2 _____	Completion _____

c. If the work has been substantially completed but full completion is delayed through no fault of the CONTRACTOR, the CONTRACTOR shall receive payment for no more than 80% of the value of the completed, inspected, and accepted work as determined by the Municipality and remaining money shall remain in escrow with the Municipality for release upon full completion, inspection and acceptance of all work.

## 16. Extensions

If the CONTRACTOR is unable to complete and portion of the work due to inclement weather, lack of material caused by strikes, beyond his control and extension to the completion date may be given upon application to the OWNER and the City , in writing, citing the reason therefore; whereupon, if approved, OWNER and the Municipality may grant up to two, 30-day periods by way of extension.

## 17. Termination of Contract:

a. The following acts of the CONTRACTOR shall be cause for termination of the Contract:

- 1) If CONTRACTOR should be adjudged a bankrupt or make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency.
- 2) If CONTRACTOR should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials (unless the delay is beyond his control).

3. If CONTRACTOR should fail to make prompt payments to sub-contractors for materials or labor.
4. If CONTRACTOR should persistently disregard the law and ordinances of the Municipality wherein the property is being erected.
5. If CONTRACTOR should violate the provisions of this Contract.
6. Upon any of the above happenings, the OWNER may, after obtaining the approval of the Town with prejudice to any other right or remedy, terminate the Contract. OWNER shall give CONTRACTOR ten days written notice of his intentions to terminate. This notice shall be mailed to the address listed in this Contract. OWNER shall, after the ten days, take possession of the premises and of all materials, tools & appliances thereon, and request the Director resubmit, for open bids to complete work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall not exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

**18. Entire Agreement:**

The Parties agreed that this Agreement, including the Bid, Proposal and Work Write-Up, constitutes the entire Agreement between the OWNER, and the CONTRACTOR, and no representation or warranty shall be binding upon either party, unless included herein. This Agreement replaces and cancels any previous oral or written Agreement between the Parties.

**19. Each Person Liable:**

This Agreement is legally binding upon the CONTRACTOR and all who succeed his responsibilities (such as heirs or executors).

**20. Invalidity:**

If any of the provisions of this Agreement are declared to be invalid by a Court of competent jurisdiction, it shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

**21. Signatures:**

CONTRACTOR and OWNER agree to the terms of this Agreement. This Agreement is a legally binding Contract, and each Party has the right to consult an attorney before signing this Agreement.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Signature of Contractor (Seal) where the Contractor is incorporated, an officer of the corporation must sign

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Title (if officer of corporation)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Address of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
Witnessed by

**EASTAMPTON TOWNSHIP  
CONSTRUCTION AGREEMENT  
ADDENDUM**

**CHANGES AND MODIFICATIONS**

*OWNER* shall not permit any changes or additions to the Agreement, Work Write-Up or Plans, without written approval of the *CONTRACTOR* and the *EASTAMPTON TOWNSHIP*. If any changes are approved, a Change Order must be signed by the *OWNER, CONTRACTOR, PROGRAM ADMINISTRATOR AND REHABILITATION SPECIALIST*, and work will not be started until such time as sufficient funds are deposited in the Escrow Account of the Municipality, and the Municipality has so notified the *OWNER* in writing. Any agreements between the *CONTRACTOR* and the *OWNER* for "side work", outside the scope of the Program's work write-up, and funded entirely by the Owner, must be documented and submitted to the Program Administrator. The municipality shall not be held responsible for any work performed by the *CONTRACTOR* that is not part of the work write-up and/or approved change order.

**Owner**\_\_\_\_\_

**Co-Owner**\_\_\_\_\_

**EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION  
PROGRAM**

**Date:**  
**Program Administrator:**  
**Page: 1**

**Owner:**  
**Rehab Specialist:**

**Program:**

<b>Item</b>	<b>Description of Work to be Performed According to <u>Attached Specifications</u></b>	<b>Price per Item</b>
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.		

**RENTAL MORTGAGE**  
**EASTAMPTON TOWNSHIP RENTAL REHABILITATION PROGRAM**  
Deed Restrictions Attached

Prepared by: \_\_\_\_\_

This Mortgage made on \_\_\_\_\_, 20\_\_ between \_\_\_\_\_  
(the "Mortgagor") and Eastampton Township having its office at  
\_\_\_\_\_, (the "Mortgagee").

**WITNESSETH:**

Mortgagor, in consideration for a loan extended by the Mortgagee in the amount of \$\_\_\_\_\_ in connection with the Property (described below) owned by the Mortgagor, the Mortgagor has signed a note dated \_\_\_\_\_ (the "Rental Note") and a Deed Restriction (the "Deed Restrictions") dated \_\_\_\_\_. The Mortgagor promises to pay the amounts due under the Note and to abide by all promises contained in the Note and the Deed Restrictions, all of even date herewith executed by the Mortgagor. No payment shall be due on the Rental Note and this Mortgage until title to the property is transferred/sold by the Mortgagor, provided there are no events of default. In the event of a declaration by Mortgagee of a default herein, the amount of the Rental Note shall be immediately due and payable by Mortgagor.

**MORTGAGE AS SECURITY**

This Mortgage is given to the Mortgagee as security for the payment date and the performance of all promises under the Rental Note, and the Deed Restrictions. The Mortgagor mortgages the real estate owned by the Mortgagor described as follows (referred to as the "Property"):

All of that land located in the Eastampton Township, Gloucester, and State of New Jersey, specifically described as follows:

Street Address: \_\_\_\_\_

Tax Block No.: \_\_\_\_\_ Lot No.: \_\_\_\_\_

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Mortgagor now has or will acquire with regard to the Property.

## **MORTGAGOR'S PROMISES**

In consideration for the value received in connection with the funds provided by Municipality to renovate the Property, the Mortgagor agrees as follows:

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage and Deed Restrictions, and shall pay or satisfy the principal of the Note.

2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.

3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.

5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Municipality may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Municipality. The policies must name Municipality as a mortgagee and additional insured.

7. The Mortgagor understands that the Property has been designated as low and moderate income housing as defined by the Fair Housing Act (P.L. 1985, c. 222) and the Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.

8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.

9. All improvements to the Property shall be at the Mortgagor's expense.

10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.

11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to the Deed Restrictions executed by the Mortgagor or prior or subsequent owners of the Property and established by the Council on Affordable Housing, and any first mortgage on the Property.

12. The Mortgagor shall pay all payments due on all liens on the Property and shall not violate any term of any other mortgage.

13. In the event of a foreclosure by the first mortgagee, the defaulting mortgagor shall be personally obligated to pay to Mortgagee the amount of the Repayment Note then outstanding.

### **RIGHTS GIVEN TO MORTGAGEE**

The Mortgagor, by mortgaging the Property to the Mortgagee, gives the Mortgagee those rights stated in this Mortgage, and all rights the law gives to the Mortgagee. The rights given to the Mortgagee and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Mortgagor and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note, Mortgage, and Deed Restrictions, the Mortgagee will cancel this Mortgage.

### **DEFAULT**

The Mortgagee may declare the Mortgagor in default on the Note and this Mortgage if:

1. The Mortgagor fails to comply with the provisions of the Deed Restrictions, the Rental Note, or this Mortgage;
2. The Mortgagor fails to make any payment required by the Note and this Mortgage;
3. The Mortgagor fails to keep any other promise made in any other note or mortgage constituting a lien against the Property;
4. The Mortgagor fails to comply with the provisions of the Deed Restrictions which imposes restrictions against the Property.
5. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
6. The holder of any lien on the Property starts foreclosure proceedings; or
7. Bankruptcy, insolvency or receivership are started by or against of the Mortgagor;
8. *Any lien or encumbrance on the Property becomes superior to Municipality's lien, except for the first mortgage in existence at the time of this Mortgage.*

### **MORTGAGEE'S RIGHTS UPON DEFAULT**

If the Mortgagee declares that the Note and this Mortgage are in default, the Mortgagee shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage, including but not limited to foreclosure, acceleration of all amounts due under the Rental Note, recoupment of funds from a sale in violation of the restrictions, entry on the Property, injunctive relief to prevent further violations, and specific performance.

### **NOTICES**

*ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.*



**NO WAIVER BY MORTGAGEE**

The Mortgagee may exercise any right under the Mortgage or under any law, even if the Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Mortgagee does not waive its rights to declare the Mortgagor is in default by making payments or incurring expense on behalf on the Mortgagor.

**EACH PERSON LIABLE**

This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Mortgagee may enforce any of the provisions of the Note and this Mortgage against any one or more of the Mortgagors who sign this Mortgage.

**SUBORDINATE MORTGAGE**

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage held by \_\_\_\_\_ and dated \_\_\_\_\_.

**SUBSEQUENT OWNERS**

The lien on this Mortgage shall not be released against the Property and the Mortgagor unless any subsequent owner acquiring the Property during the restricted period shall execute the same form of Rental Mortgage, Rental Mortgage Note and Deed Restrictions and the same shall have been recorded in the Gloucester County recording office.

**NO ORAL CHANGES**

This Mortgage can only be changed by an agreement in writing signed by both the Mortgagor and the Mortgagee.

**SIGNATURES**

The Mortgagor agrees to the terms of this Mortgage by signing below.

**ACKNOWLEDGEMENT**

Mortgagor acknowledges receipt of a true copy of this mortgage at no charge.

IN WITNESS WHEREOF the Mortgagor(s) has executed this Repayment Mortgage for the purposes stated herein.

Witness

\_\_\_\_\_

\_\_\_\_\_

Signature (Mortgagor)

\_\_\_\_\_

Signature (Co-Mortgagor)

STATE OF NEW JERSEY     )

)ss

COUNTY OF Gloucester    )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, \_\_\_\_\_ personally appeared \_\_\_\_\_ who, being by me duly sworn on his/her oath, deposes and make proof to my satisfaction, that he/she is the Mortgagor (Co-Mortgagor) named in the within instrument; that this document is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me on the date aforesaid.

\_\_\_\_\_



The term of the Loan ("Term") shall be until the title of the property is transferred or sold to another party or interest, which Term shall commence on the date the Borrower receives certification that the Real Property is free of all code violations noted on the attached certification of standard condition signed by \_\_\_\_\_ (the "Inspector") on \_\_\_\_\_. In the event of a Co-Borrower's demise, the Lender shall retain the lien on the premises.

So long as there has been no default, and the Borrower has complied with the terms of this Note, and the other Loan Documents, no payment shall be due on this Note until the title to the property improved with Loan funds is transferred/sold by the Borrower to another party or interest.

Upon the occurrence of any of the following ("Event of Default"), the entire unpaid balance of this Note shall become immediately due and payable by Borrower and Lender may thereafter exercise any rights it has against any collateral for this Note: (1) failure of Borrower and tenancies/occupancies to comply with the terms, limitations and/or conditions of the Deed Restrictions, (2) failure of Borrower to comply with the tenancy/occupancy income verification requirement pursuant to said Restrictions; (3) commencement against Borrower (if the same is not dismissed within thirty (30) days) or by Borrower of any proceedings for dissolution, liquidation, reorganization, readjustment or any proceedings in Bankruptcy; (4) if Borrower becomes insolvent or is otherwise unable to pay Borrower's debts as and when they become due, or if Borrower makes an assignment for the benefit of creditors or offers a composition or extension to creditors; (5) appointment of a receiver, liquidator, custodian, trustee or other official, similar or dissimilar, covering Borrower or any of Borrower's assets; (6) execution, levy or attachment of Borrower's assets or property; or (7) the occurrence of an Event of Default under any of the Loan Documents. Any such violation shall constitute a default in the terms of this Loan, the Note and the Loan Documents, in the sole discretion of the Lender. Upon such default, Lender shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately.

This Note shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to contracts made and performed in New Jersey. Borrower consents to the exclusive jurisdiction of the Superior Court of New Jersey, Law Division, Gloucester County.

Borrower hereby waives presentment, demand, notice of nonpayment, dishonor or acceleration, protest or notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower hereby waives trial by jury and any right thereto. Any failure or delay of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. The waiver by holder of  
a

breach or default of any provision of this Note shall not operate or be construed as a waiver of any subsequent breach or default thereof. Borrower agrees to reimburse Lender for all reasonable expenses, including reasonable attorneys' fees incurred by Lender to enforce the provisions of this Note, protect and preserve Lender's rights under any Loan Documents executed in connection with this Note, and collect Borrower's obligations hereunder.

The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers and the terms and provisions of this Note are binding upon the Borrower, and his or her heirs, executors, administrators, successors and/or assigns.

Borrower agrees to the terms and conditions of this Note by signing below.

Witness:

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MANDATORY DEED RESTRICTION FOR REHABILITATED RENTAL PROPERTY

DEED RESTRICTION

**Deed Restricted Affordable Housing Property with Restrictions on Resale and Refinancing**

*To Rehabilitated Rental Property  
With covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy*

THIS DEED RESTRICTION, entered into as of this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Eastampton Township (Municipality], with offices at \_\_\_\_\_, and \_\_\_\_\_ the owner (the "Owner") of a residential low- or moderate-income rental property (the "Property"):

*WITNESSETH*

**Article 1. Consideration**

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

**Article 2. Description of Property**

The Property consists of all of the land, and improvements thereon, that is located in the municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey,

and described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, and known by the following street address:

\_\_\_\_\_  
(Attach Schedule A with a detailed description of the Rental Property)  
\_\_\_\_\_

### **Article 3. Affordable Housing Covenants**

The following covenants (the "Covenants") shall run with the land for a period of ten (10) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period).

- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- D. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

### **Article 4. Foreclosure**

- A. This Agreement shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms and restrictions of this Agreement shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing Unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement

**Article 5. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Eastampton and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Eastampton Township

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXX  
Title

[THE OWNER]

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXX  
**Title**

APPROVED BY \_\_\_\_\_ [Municipality]

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXX

*Title*



**ACKNOWLEDGEMENTS**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me came \_\_\_\_\_, to me known and known to me to be \_\_\_\_\_, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me came \_\_\_\_\_ known and known to me to be \_\_\_\_\_ of \_\_\_\_\_, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

\_\_\_\_\_  
NOTARY PUBLIC

**EASTAMPTON RENTAL REHABILITATION PROGRAM  
CHANGE ORDER AUTHORIZATION**

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Date Case No.

---

Owner's Name

---

Street Address

---

Contractor

**DESCRIPTION OF WORK CHANGE**

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\$ \_\_\_\_\_ Original Item Price

\$ \_\_\_\_\_ (+/-) Change

\$ \_\_\_\_\_ Revised Item Price

\$ \_\_\_\_\_ Revised Contract Price

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Owner(s) Approval Date

---

Contractor Approval Date

---

Rehabilitation Specialist Approval Date

---

Program Administrator Date

**CONTRACTOR'S FINAL INVOICE, RELEASE OF LIENS, AND WARRANTY**

Owner: \_\_\_\_\_ Case No. \_\_\_\_\_  
Address \_\_\_\_\_  
Contract Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

1. As a final invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above contract the balance or sum of \$ \_\_\_\_\_
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms of the Construction Agreement and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof the undersigned does hereby agree to formally discharge and release any notice of intention or UCC lien upon the premises pursuant to said contract for any and all claims, demands or liens undersigned may have pursuant to law by virtue of the labor performed and/or materials furnished.
4. The undersigned hereby guarantees the work performed for a period of one year from the date of final acceptance of all the work required by the contract, shown on the Work Write-up. He also attaches herewith all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract which includes roofing warranties (if applicable) for 20 years on a pitched roof and 10 years on a flat bituminous membrane roof not contingent upon manufacturer's warranty.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
WITNESS

***EASTAMPTON TOWNSHIP  
RENTAL REHABILITATION PROGRAM  
OWNER'S STATEMENT OF SATISFACTION***

To: Program Administrator  
Eastampton Township Rental Rehabilitation Program

Please be advised that all work scheduled to be performed on my property by  
\_\_\_\_\_ in accordance with the Eastampton Township  
Rental Rehabilitation Program has been completed to my satisfaction.

\_\_\_\_\_  
Signature, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Owner

\_\_\_\_\_  
Date

**HOUSING REHABILITATION SPECIALIST  
FINAL INSPECTION REPORT**

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

*I have inspected the construction on the above captioned property and certify that the work is satisfactory according to the work write-up and specifications.*

-----  
*Rehabilitation Specialist*  
-----

**EASTAMPTON TOWNSHIP RENTAL REHABILITATION PROGRAM  
CERTIFICATION OF STANDARD**

This certifies that the property located at \_\_\_\_\_ has been rehabilitated and that it is free of code violations according to the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28.

\_\_\_\_\_  
Construction Code Official

\_\_\_\_\_  
Date

# **Appendix**

# **E**

## **Archive Management**



RECORDS RETENTION AND DISPOSITION SCHEDULE		AGENCY #	SCHEDULE #	PAGE #
		M500000	001	4 OF 12
	<b>NEIGHBORHOOD DEVELOPMENT</b>			
0120-0000	Affordable Housing Project File File contains but is not limited to the following: Documentation from the Developer including Developer Certifications, Planned Real Estate Development (PRED) Public Offering Statement, deed, municipal land use approval and/or grant contract, project total number of units, total number of affordable units, total number of very-low, low-, and/or moderate-income units, number of units by bedroom distribution by very-low, low- and/or moderate income, floor plans, project maps, list of project principals or partners, project construction schedule, proposed pricing, list of public funding sources, grant agreement (copies), loan agreement (copies), condominium or homeowner fees, real estate taxes, utilities, flood insurance, contact information, rental lease agreement, Planning Zoning Board Resolutions (copies), Condominium/Homeowner Association or Rental Project Recorded files, Affirmative Marketing Plans and Advertisements, and Cost of Advertising records.			
0120-0001	Affordable Housing Project File - Approved	Life of Deed restriction plus 10 yrs or until municipality relinquishes control Plus 10 yrs		Destroy
0120-0002	Affordable Housing Project File - Denied/Withdrawn	1 yr		Destroy
0120-0003	Affordable Housing Project File - Referral List	3 yrs after referral list is purged		Destroy
0121-0000	Affordable Housing Application File - Individual File includes but is not limited to preliminary and final applications documentation, disclosures, appeals, extensions, and correspondence.			
0121-0001	Affordable Housing Application File - Certification Approved	1 yr after recorded discharge of mortgage or 1 yr after expiration of lease		Destroy
0121-0002	Affordable Housing Application File - Certification Denied or Expired	1 yr		Destroy

RECORDS RETENTION AND DISPOSITION SCHEDULE		AGENCY #	SCHEDULE #	PAGE #
		M50000	001	5 OF 12
0122-0000	Affordable Housing Unit File File includes but is not limited to deeds with restrictions, recorded mortgages and notes, discharges, approved increases, correspondence, certifications, contracts, and leases.	Life of Deed restriction plus 10 yrs		Destroy
0122-0001	Affordable Housing Unit File - Mailing Notification of Responsibilities	1 yr after recorded discharge of mortgage or 1 yr after expiration of lease		
0123-0000	Affordable Housing Unit Inventory	3 yrs after update		Destroy
0124-0000	Affordable Housing Trust Fund and/or Regional Contribution Agreement (RCA) Bank Account	6 yrs after termination of account		Destroy
0125-0000	Enforcement File - Projects and Units File includes but is not limited to Notices to Absentee Owner and correspondence.	10 yrs after case closed		Destroy
0126-0000	Monitoring Reports - Annual Submission	10 yrs		Destroy
0127-0000	Operations Manual	Life of Deed restriction plus 10 yrs or until municipality relinquishes control plus 10 yrs		Destroy