

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**APPOINTING ADMINISTRATIVE AGENTS TO ADDRESS
THE BOROUGH OF HIGH BRIDGE
AFFORDABLE HOUSING OBLIGATIONS**

RESOLUTION: 154-2018

ADOPTED: 05/24/2018

WHEREAS, the Borough of High Bridge petitioned the Superior Court of New Jersey for a Declaratory Judgment to determine that the Borough's proposed Housing Element and Fair Share Plan is compliant with its constitutional obligation to provide its fair share of the regional need for very-low, low, and moderate income housing; and

WHEREAS, the Borough's proposed 2018 Housing Element and Fair Share Plan ("Plan") will result in the creation of housing units affordable to and intended for occupancy solely by qualified very-low, low, and moderate income households; and

WHEREAS, the Borough's Plan has a rehabilitation component and third round component and the Borough requires the assistance of an Administrative Agent for the Borough's rehabilitation program and third round program; and

WHEREAS, the Borough has received proposals from Community Grants, Planning and Housing ("CGP&H"), Triad Associates ("Triad") and Community Action Services ("CAS") for such administrative services; and

WHEREAS, the Borough Council of the Borough of High Bridge has reviewed the proposals and has determined to retain and designate CAS as its Administrative Agent for its rehabilitation program and CGP&H its Administrative Agent for all other components of the Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that

1. The Borough hereby approves the retention of Community Action Services, P.O. Box 6025, East Brunswick, New Jersey 08816 as its Administrative Agent for the Borough's rehabilitation program in accordance with the terms of CAS's April 2018 proposal for Housing Rehabilitation Program Administrative Agent Services, at a cost not to exceed \$4,750 for preparation of the Housing Rehabilitation Manual and \$3,300 per completed unit for Housing Rehabilitation Program Management, as set forth in the proposal.
2. The Borough hereby approves the retention of Community Grants, Planning and Housing, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512 as its Administrative Agent for all other administrative services set forth in the Borough's Housing Element and Fair Share Plan, including but not limited to the Borough's

operating manual and affirmative marketing plan, in accordance with the terms of the April 16, 2018 proposal submitted by CPG&H for Affordable Housing Administrative Agent and Housing Rehabilitation Administration, at a cost to the Borough not to exceed \$1,500 per year for the project setup fee, not to exceed \$1,000 per year for general administrative services and reimbursement of expenses not to exceed \$350, as set forth in the proposal; and

3. That the Mayor and the Acting Clerk are authorized to execute Agreements with CAS and CGP&H on behalf of the Borough of High Bridge.
4. This Resolution shall take effect immediately.

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 24th day of May, 2018; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ENDORISING HOUSING ELEMENT AND FAIR SHARE PLAN

RESOLUTION: 176-2018

ADOPTED: 06/28/2018

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing (“COAH”) to the New Jersey Superior Court and established a transitional process for municipalities like the Borough of High Bridge to file declaratory judgment actions seeking to declare their Housing Element and Fair Share Plans to be constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

WHEREAS, on July 7, 2015, in accordance with Mount Laurel IV, the Borough filed a declaratory judgment action captioned In re Borough of High Bridge Determination of Compliance with Affordable Housing Obligations, Docket Number HNT-L-310-15, in which it seeks a determination from the court that its proposed fair share plan complies with its Mt. Laurel obligation and a judgment of compliance and repose on the basis thereof; and

WHEREAS, the Borough executed a Settlement Agreement with Fair Share Housing Center (FSHC) on December 15, 2017 that identified the Borough’s affordable housing obligation and a preliminary indication of how the Borough would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on February 13, 2018 during which the Court considered whether the Settlement Agreement was fair to the interests of low and moderate income households; and

WHEREAS, the Court’s review and approval of the Settlement Agreement is reflected in an Order Approving Settlement Agreement signed by the Honorable Thomas C. Miller, P.J. Civ. and filed on February 13, 2018; and

WHEREAS, said Order requires the Borough to submit an adopted housing element and fair share plan that is consistent with the Settlement Agreement to the Court; and

WHEREAS, the Borough Planning Board adopted the Housing Element and Fair Share Plan at its meeting on June 25, 2018.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of High Bridge, Hunterdon County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Borough of High Bridge Planning Board; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of High Bridge, pursuant to the provisions of N.J.S.A. 52:27D-301 et seq. and N.J.A.C. 5:93-1 et seq., submits this Housing Element and Fair Share Plan to the Superior Court of New Jersey in a request for a Judgment of Compliance and Repose.

This Resolution shall take effect immediately.

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 28th day of June, 2018; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**APPROVING SPENDING PLAN AND CONFIRMING INTENT TO FUND
SPENDING PLAN SHORTFALL TO EFFECTUATE CERTAIN
AFFORDABLE HOUSING MECHANISMS IN THE BOROUGH'S
HOUSING ELEMENT AND FAIR SHARE PLAN**

RESOLUTION: 177-2018

ADOPTED: 06/28/2018

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by the Supreme Court in *In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (201)* (“*Mt. Laurel IV*”) seeking approval of a Housing Element and Fair Share Plan that satisfied the Borough’s obligation to provide for its fair share of the regional need of low and moderate income housing; and

WHEREAS, after a Fairness Hearing held on February 13, 2018, by Order dated February 13, 2018, Honorable Thomas C. Miller approved a settlement agreement between the Borough of High Bridge and Fair Share Housing Center that establish the Borough’s affordable housing obligations; and

WHEREAS, in accordance with the February 13, 2018 Order, the High Bridge Planning Board has adopted a Housing Element and Fair Share Plan on June 25, 2018 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, the Housing Element and Fair Share Plan includes an Affordable Housing Trust Fund Spending Plan; and

WHEREAS, the Housing Element and Fair Share Plan provides for a municipally-sponsored Rehabilitation Program, in addition to other developer-funded mechanisms; and

WHEREAS, the Borough has adopted a Development Fee Ordinance in order to generate revenue for the Borough’s Affordable Housing Trust Fund; and

WHEREAS, the Borough of High Bridge anticipates that monies collected and deposited in the Affordable Housing Trust Fund, along with other permitted funding sources, will be sufficient to effectuate the above-referenced mechanism; and

WHEREAS, the Borough of High Bridge is committed to securing judicial approval of its Housing Element and Fair Share Plan; and

WHEREAS, the Borough of High Bridge acknowledges the COAH rules and regulations that provide that, although utilization of a mandatory development fee ordinance is an appropriate mechanism to raise money for the purpose of off-setting the expenses incurred in connection with the Housing Element and Fair Share Plan, there must be an alternative funding source in the event that insufficient monies are derived from the mandatory development fee ordinance or other resources, or the funds are not received in a timely fashion, for the purpose of effectuating the municipally-sponsored Rehabilitation Program; and

WHEREAS, the Borough of High Bridge wishes to express its commitment to cover such funding shortfalls and to fully implement the mechanisms set forth in its Housing Element and Fair Share Plan through appropriations, bonding or other lawful means.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, that the Borough of High Bridge approves the adoption of the Affordable Housing Trust Fund Spending Plan set forth in the Housing Element and Fair Share Plan; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of High Bridge does hereby confirm its intent that in the event that the projected funding from the Development Fee Ordinance the Borough has adopted is insufficient to complete the aforementioned affordable housing mechanism, it is the intention of the Borough Council of the Borough of High Bridge to provide the funding needed to cover any shortfall through appropriations in the Borough's annual budget, bonding, or any other legal means with the understanding that any future affordable housing funding which becomes available may be used to reimburse the Borough for the costs incurred.

This Resolution shall take effect immediately.

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 28th day of June, 2018; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**A RESOLUTION APPOINTING MICHAEL PAPPAS AS THE MUNICIPAL
HOUSING LIAISON FOR THE BOROUGH OF HIGH BRIDGE**

RESOLUTION: 187-2018

DATE: 06/28/2018

WHEREAS, the Borough of High Bridge has petitioned the Superior Court of New Jersey for a Declaratory Judgment that its adopted 2018 Housing Element and Fair Share Plan is compliant with its constitutional obligation to provide its fair share of the regional need for very-low, low, and moderate income housing; and

WHEREAS, the Borough's adopted 2018 Housing Element and Fair Share Plan will result in the creation of housing units affordable to and intended for occupancy solely by qualified very-low, low, and moderate income households; and

WHEREAS, Mr. Pappas shall be required to complete all training to achieve an Affordable housing Professional Certificate, which is provided by the Affordable Housing Professionals of New Jersey and the Center for Government Services at Rutgers. This Certificate will serve as the qualification to serve as the Borough's Municipal Housing Liaison. Mr. Pappas shall obtain said Certificate by December 31, 2018; and

WHEREAS, the Borough Council of the Borough of High Bridge has determined to appoint and designate Michael Pappas as its Municipal Housing Liaison, to fulfill the duties set forth in Ordinance 2018-024, creating the position of Municipal Housing Liaison; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of High Bridge, County of Hunterdon, that the Borough of High Bridge hereby appoints Michael Pappas as its designated Municipal Housing Liaison.

Approved this 28th day of June, 2018

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ADOPTING AFFIRMATIVE MARKETING PLAN

RESOLUTION: 188-2018

ADOPTED: 06/28/2018

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls (“UHAC”) pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Borough of High Bridge is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created within the Borough of High Bridge are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the COAH Housing Region encompassing the Borough of High Bridge; and

WHEREAS, an Affirmative Marketing Plan has been prepared for the Borough; and

WHEREAS, the Affirmative Marketing Plan details the mechanisms to be employed in advising the public of the availability of affordable units within the Borough, which include advertising within the print media as well as the contacting of companies and firms; and

WHEREAS, the Affirmative Marketing Plan complies with the Borough’s Affordable Housing Ordinance, specifically, Chapter 145, Article 5.3 entitled “Affirmative Marketing Requirements” and the Operating Manual for the administration of affordable units in compliance with the Uniform Housing Affordability Controls; and

WHEREAS, the Affirmative Marketing Plan also includes notifying community groups and organizations within the Housing Region pertaining to the availability of affordable housing units; and

WHEREAS, the Mayor and Council of the Borough of High Bridge has reviewed the Affirmative Marketing Plan and determined same to be consistent with the requirements of UHAC.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, that the Mayor and Council has hereby determined that the Affirmative Marketing Plan is in accordance with the applicable requirements and does hereby adopt the attached Affirmative Marketing Plan.

This Resolution shall take effect immediately.

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 28th day of June, 2018; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk

ATTACHMENT A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 3)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Megan York c/o CGP&H 101 Interchange Plaza, Suite 301 Cranbury, NJ, 08512 Phone: 609-642-4762		1b. Development or Program Name, Address Borough of High Bridge 97 West Main Street, High Bridge, NJ 08829	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD		1e. State and Federal Funding Sources (if any) TBD
1f. TBD Age Restricted TBD Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will vary Occupancy: Will vary		
1h. County Hunterdon, Middlesex, Somerset		1i. Census Tract(s): WILL VARY	
1j. Managing/Sales Agent's Name, Address, Phone Number TBD by project			
1k. Application Fees (if any): TBD by project			

(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

The Administrative Agent will assign random numbers to each applicant through a computerized random number generator. The lottery numbers will begin after the last existing lottery number on the High Bridge waiting list. Applicants with existing lottery numbers will retain their lottery numbers.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date).

In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.

- **Regional Preference:** Applicants that indicated that they lived or work in the Affordable Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted.
- **Household Size:** Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. 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.
- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. If there is more than one household with a person with physically disabilities on the waiting list, in region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

III. MARKETING

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)

White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input type="checkbox"/>		Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input checked="" type="checkbox"/>	Once at the start of the affirmative marketing process	Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input checked="" type="checkbox"/>	Once at the start of the affirmative marketing process	Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union

<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset
DURATION & FREQUENCY OF OUTREACH			
NAMES OF REGIONAL TV STATION(S)			
CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE			
TARGETS ENTIRE COAH REGION 3			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYY-TV WHYY, Inc.	
<input type="checkbox"/>		13 WNET	

		Educational Broadcasting Corporation	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG CBS Broadcasting, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York, LLC	Spanish
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc.	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed TV Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp.	Hunterdon, Somerset

<input type="checkbox"/>		60 WBPB-TV Sonshine Family Television Corp.	Hunterdon, Somerset
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. of Info., Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	

<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL COAH REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon

<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGI 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex

<input type="checkbox"/>		WRSU-FM 88.7	Middlesex
<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
Weekly			
	Nuestra Comunidad	Central/South Jersey	Spanish-Language
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 3			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian Community

3d. 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 applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Hunterdon County			
<input type="checkbox"/>		Merck & Co.	1 Merck Dr., Whitehouse Station
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Hunterdon Medical Center	2100 Wescott Drive, Flemington, NJ 08822
<input type="checkbox"/>		Foster Wheeler	Perryville Corporate Park, Clinton, NJ 08809-4000
<input type="checkbox"/>		Chubb Insurance Co.	202 Halls Mill Rd., Whitehouse Station, NJ 08889
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Exxon-Mobil Research & Engineering	1545 US Highway 22 E., Annandale, NJ 08801
<input type="checkbox"/>		New York Life	110 Cokesbury Rd, Lebanon
Middlesex County			
<input type="checkbox"/>		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, NJ 08901
<input type="checkbox"/>		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
<input type="checkbox"/>		Johnson & Johnson	1 Johnson & Johnson Plaza, New Brunswick
<input type="checkbox"/>		Prudential Insurance Company	44 Stelton Rd. # 130, Piscataway
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl., New Brunswick, NJ 08901
<input type="checkbox"/>		Silverline Building Products	207 Pond Ave, Middlesex, NJ 08846
<input type="checkbox"/>		St. Peter's University Hospital	254 Easton Ave., New Brunswick
<input type="checkbox"/>		Telecordia Technology	444 Hoes Ln., Piscataway
<input type="checkbox"/>		J.F.K. Medical Center	65 James Street, Edison, NJ 08818
<input type="checkbox"/>		Raritan Bay Medical Center	530 New Brunswick Av., Perth Amboy, NJ 08861
<input type="checkbox"/>		Amerada Hess Corporation	405 Main St., Woodbridge and 679 Convery Blvd., Perth Amboy
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Dow Jones & Company	54 Eddington Ln., Monroe Twp
<input type="checkbox"/>		Siemens AG	755 College Rd. E., Princeton
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	AT&T	1 Highway Ter., Edison
<input type="checkbox"/>		Engelhardt Corporation	101 Wood Ave. S., Metuchen
Somerset County			
<input type="checkbox"/>		AT&T	1414 Campbell St., Rahway
<input type="checkbox"/>		ABC Limousine	574 Ferry St., Newark

<input type="checkbox"/>		Bloomberg LP	1350 Liberty Ave., Hillside
<input type="checkbox"/>		Courier News	1091 Lousons Road, PO Box 271, Union, NJ
<input type="checkbox"/>		Emcore Corp.	800 Rahway Ave. Union, NJ
<input type="checkbox"/>		Ethicon, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ
<input type="checkbox"/>		ICI Americas, Inc.	450 West First Ave., Roselle, NJ
<input type="checkbox"/>		ITW Electronic Component Packaging	600 Mountain Ave., Murray Hill, NJ
<input checked="" type="checkbox"/>		Sanofi Aventis	400 Somerset Corporate Blvd., Bridgewater, NJ 08807
<input checked="" type="checkbox"/>		Independence Technology, LLC	45 Technology Drive Warren, NJ 07059
<input type="checkbox"/>		Ortho-Clinical Diagnostics, Inc.	1401 Park Ave. South, Linden
<input type="checkbox"/>		Hooper Holmes, Inc.	170 Mount Airy Rd., Basking Ridge, NJ 07920

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)		
Name of Group/Organization	Outreach Area	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	1 notice when units are first available
Latino Action Network	Statewide	1 notice when units are first available
New Jersey State Conference of NAACP	Statewide	1 notice when units are first available
NAACP New Brunswick Main Branch and Youth Council Branch	Middlesex & Somerset Counties	1 notice when units are first available
NAACP Plainfield Area Branch	Plainfield & surrounding communities	1 notice when units are first available
Central Jersey Housing Resource Center	Somerset County	1 notice when units are first available

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
<input checked="" type="checkbox"/>	BUILDING Middlesex County Administration Bldg.
<input checked="" type="checkbox"/>	LOCATION 75 Bayard Lane, New Brunswick, NJ 08903
<input checked="" type="checkbox"/>	BUILDING Somerset County Admin. Bldg.
<input checked="" type="checkbox"/>	LOCATION 20 Grove Street, Somerville, NJ 08876
<input checked="" type="checkbox"/>	BUILDING Somerset County Library Headquarters
<input checked="" type="checkbox"/>	LOCATION 1 Vogt Drive, Bridgewater, NJ 08807
<input checked="" type="checkbox"/>	BUILDING Hunterdon County Library Headquarters
<input checked="" type="checkbox"/>	LOCATION 314 State Highway 12, Flemington, NJ 08822
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
Municipal Building, 97 West Main Street, High Bridge, NJ 08829; Michael Pappas, MHL	
High Bridge Library, 71 Main Street, High Bridge, NJ 08829	
4c. Sales/Rental Office for units (if applicable) Will vary based on development	

V. CERTIFICATIONS AND ENDORSEMENTS

<p>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 COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).</p>	
<hr/>	
Name (Type or Print)	
<hr/>	
Title/Municipality	
<hr/>	
Signature	Date

r:\projects\hip\hip-025a\reports\resolutions\180601_2018 hefsp affirmative marketing plan coah form for region 3.docx

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION ADOPTING THE ‘SALES AND OPERATING MANUAL’ AND
‘REHABILITATION OPERATING MANUAL’
FOR THE BOROUGH OF HIGH BRIDGE**

RESOLUTION: 189-2018

DATE: 06/28/2018

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Borough of High Bridge is required to adopt all program operating manuals, which set forth the procedures for administering the program(s) and their associated affordability controls for affordable housing units created within the Borough of High Bridge.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of High Bridge, that the Borough does hereby adopt the following attached operating manuals, subject to final approval as to form by the Borough Planner and Borough Attorney:

1. Sales and Rental Operating Manual
2. Rehabilitation Operating Manual

ATTEST:



Adam Young, Acting Borough Clerk



Mark Desire, Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 28th day of June, 2018; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk

Borough of High Bridge

Affordable Housing Administrative Agent Policies & Procedures Manual

JUNE 2018

Administration of Affordable Units



CGPH

Community Grants, Planning & Housing

Community Grants, Planning & Housing

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

609-664-2769

www.cgph.net

www.AffordableHomesNewJersey.com

Borough of High Bridge Administration of Affordable Units Operating Manual

Executive Summary..... 1

I. INTRODUCTION 2

 A. What is Affordable Housing?..... 2

 B. Who Qualifies for Affordable Housing? 3

 C. Equal Housing Opportunity..... 3

II. CREATION OF NEW UNITS 4

 A. Review Project Requirements..... 4

 B. New Purchase Units 4

 1. Initial Pricing and Bedroom Distribution of Purchase Units 4

 2. Upgrades from Builder..... 6

 3. Deed Restriction..... 6

 4. Earnest Money (Deposit) for Ownership Properties 6

 C. New Rental Units 6

 1. Initial Pricing and Bedroom Distribution of Rental Units 6

 2. Mandatory and Optional fees.....7

 3. Deed Restriction.....7

 4. Application Fees.....7

 5. Security Deposit 8

 6. Tenant Selection Criteria 8

 D. Project Monitoring.....8

III. Marketing of Units, Waiting List, and Matching Households to Available Units ... 9

 A. Preliminary Application..... 9

 B. Random Selection and Waiting List Priority..... 9

 C. Property Questionnaire..... 10

 1. Private Outreach 11

- 2. Public Outreach.....13
- D. Determining Preliminary Eligibility 13
 - 1. Regional Preference13
 - 2. Determining Household Composition14
 - 3. Maximum Income Limits.....14
 - 4. Minimum Income Requirements.....14
 - 5. Minimum Down Payment (Ownership Only).....15
 - 6. Regional Asset Limit16
 - 7. Minimum Credit Score.....18
 - 8. Separated Applicants18
- E. Annual Updates..... 18
- F. Full Application..... 18
- G. Removal from the Waiting List..... 19
- H. Income Certified Applicants on the Waiting List 19
- IV. Determining Income Eligibility20
 - A. What is Considered Income20
 - B. Proof of Income and Other Supporting Documents 23
 - C. Final Eligibility Determinations 24
 - D. Misrepresentation of Information in Application 25
 - E. Changes to Income and/or Household Composition after Submittal 25
- V. Ownership Program 26
 - A. Selling an Affordable Home 26
 - 1. Request an Intent to Sell Package..... 26
 - 2. Calculate the MRSP (Maximum Restricted Sales Price) 26
 - 3. Start Affirmative Marketing Process..... 26
 - B. Buying an Affordable Home 27
 - 1. Preliminary Application and Prescreen 27
 - 2. Income Certification 27

- 3. Mortgage Provider 27
- 4. Down Payment 27
- 5. Separated Spouses..... 28
- 6. Cosigners on Deeds and/or Mortgages Are Not Permitted 28
- C. Purchase Agreement and Contracts For Sale28
 - 1. MRSP and “Extras” 28
 - 2. Accepting and Rejecting Offers..... 29
 - 3. Good Faith Deposit/Earnest Money 29
 - 4. Purchase Agreement and Income Certification 29
- D. Attorneys30
- E. Realtors 31
- F. Coordination of Closing 31
 - 1. Required Legal Documents.....31
 - 2. Resale of Affordable Units: Requirement for a Market Rate Appraisal31
 - 3. Closing Fees..... 32
 - 4. Closing Checklist 32
- G. Refinance Requests 33
- H. Annual Mailing..... 33
- I. Report that Owner is Not Living in the Unit and/or Renting Unit.....34
- J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure 34
- K. Waivers 35
 - 1. Request to Rent Affordable Unit..... 35
 - 2. Request to Sell to a Higher Income Household 35
- L. Requests for Improvements.....36
- M. Transfer of Ownership to Non-Income Certified Owner36
- N. Enforcement.....36
- VI. Rental Program 37

A. Filling Affordable Rental Vacancy 37

 1. Landlord Notices of Vacancy 37

 2. Calculating the Maximum Rent at Vacancy 37

 3. Referring Applicants to Landlord 37

 4. Income Certification and Signing the Lease 38

B. Lease Renewals 38

C. Adding Additional Household Members to the Lease 38

D. Income Designation of Units Are Fixed 38

E. Evictions 39

F. Enforcement 39

VII. Appeals 40

VIII. Enforcement 41

 A. Written Notice 41

 B. Penalties 41

 C. Sheriff Sale 42

GLOSSARY 44

Appendix A: Annual Information Update 50

Executive Summary

This **Operating Manual**, prepared for Borough of High Bridge hereafter referred to as “Municipality”, (1) sets forth the policies and procedures for placing eligible individuals and families into the Municipality’s affordable units and (2) provides instructions for working with developers, owners and landlords as new affordable units become available. This document is designed to ensure compliance with the State’s Uniform Housing Affordability Controls (“**UHAC**”) (N.J.A.C. 5:80-26.1 et seq.) and with the Municipality’s Affordable Housing Ordinance, its Affirmative Marketing Plan if applicable, and other local laws and requirements. In addition to being a valuable tool for the Municipality’s Administrative Agent and Municipal Housing Liaison as we implement Affordable Housing in the Municipality, it will also be a resource for other Affordable Housing professionals and interested members of the public to understand the intricacies of implementing a program such as this.

This manual details the tasks involved in the day-to-day administration of Affordable Housing units under the direct control and oversight of the Municipality. This document covers how new units are created and priced and how units are marketed to prospective applicants. Other information includes the following: waiting list and random selection procedures; required and permitted preferences; procedures for determining income eligibility; resale by income-eligible owners of affordable property to other eligible buyers; process for property managers to fill affordable rental vacancies; refinancing and mortgage modification procedures; waivers of program requirements. The administrative steps outlined in this manual are the thread that holds the fabric of the entire program together, setting out the fundamental obligations and responsibilities of the program administrators.

The **Glossary** at the end of this Operating Manual provides definitions of terms, abbreviations and acronyms used throughout the Operating Manual.

I. INTRODUCTION

The purpose of this manual is to describe the policies and procedures used to create Affordable Housing units in the Municipality and fill them with income-eligible families.

The policies outlined in this manual are derived from UHAC (N.J.A.C. 5:80-26.1 et seq.) This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual. Instead, this manual highlights instances where additional guidance is provided by the New Jersey Department of Community Affairs' staff or by local ordinance. The manual also provides additional clarification and direction on items that are not in UHAC in order to ensure fairness to applicants, owners, and renters.

A. What is Affordable Housing?

Affordable Housing, unlike market-rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be “affordable” if the household¹ expends approximately 28% or less of the household's gross income on housing costs. See footnote below and Glossary for definition of “Household.” Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

An Affordable Housing unit for the purposes of this manual can be specifically defined herein as “a housing unit proposed or created pursuant to the [Fair Housing] Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable trust fund.” (“**Affordable Unit**”).

The Affordable Units referenced in this manual are not the same as public housing units that are funded largely by governmental programs such as those administered by the U.S. Department of Housing and Urban Development (“**HUD**”) programs and that are owned, operated and managed by a public housing authority (“**PHA**”). As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing

¹ In accordance with US Department of Housing and Urban Development (“**HUD**”) definitions and UHAC practice, “**household**” references the number of persons in the unit and not the size of the unit. See for example, HUD's definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed June 13, 2016. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/, HUD accessed June 13, 2016. See also, UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the Affordability Average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.” (Emphasis added).

comes in all sizes and types, from scattered single-family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units.”² Some municipalities create their own PHAs which operate and manage public housing within the municipality.

B. Who Qualifies for Affordable Housing?

To be eligible for Affordable Housing in New Jersey, a household’s income must be below the established income limit for the region in which the Affordable Housing is located. There are three eligibility levels: very low, low, and moderate. A moderate-income household is classified as earning less than 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income, and a very low-income household is classified as earning less than 30 percent of median income. See Glossary for definitions of “**Low- Income Household**” and “**Very Low-Income Household**”. There are different median incomes in each of the six Affordable Housing regions shown in Figure 1 below, with the Borough of High Bridge located in Region 3. The income limits are adjusted annually.

Figure 1: Affordable Housing Regions

Regions	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

C. Equal Housing Opportunity

Title VIII of the Civil Rights Act of 1968 (the “**Fair Housing Act**”), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

² http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, US HUD Website, accessed June 7, 2016.

The New Jersey Law Against Discrimination (“**LAD**”) prohibits discrimination when selling or renting property. The law covers owners, agents, employees and brokers and makes it unlawful to refuse to rent, show or sell property based on a person's race, creed, color, national origin, nationality, ancestry, marital status, domestic partnership or civil union status, familial status, affectional or sexual orientation, gender identity or expression, sex, or mental and physical disability, including AIDS and HIV-related illness. In addition, the LAD prohibits discrimination in the housing context based on one's source of lawful income or rent subsidy.

II. CREATION OF NEW UNITS

This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms. It does not apply to projects exempt from UHAC including low income housing tax credit projects and group homes. (See UHAC for a full list of exempt programs.)

A. Review Project Requirements

When a new project is planned, the administrative agent designated by the Municipality for the administration of Affordable Units (the “**Administrative Agent**”) will gather the information outlined in Figure 2. The first step is to review development approvals and/or developer agreements, the Housing Element and Fair Share Plan, and the municipal Affordable Housing Ordinance including its Affirmative Marketing Requirements if applicable.

B. New Purchase Units

1. Initial Pricing and Bedroom Distribution of Purchase Units

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC³. The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“**PMI**”). PMI must be included in the pricing calculation even if a new development will provide financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“**MRSP**”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale,

³ Under UHAC, the maximum sales price of restricted ownership units within each affordable development “shall be affordable to households earning no more than 70 percent of median income” (hereafter “**Maximum Restricted Sales Price**”).

the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

Figure 2: New Development Checklist



New Development Checklist

CONTACT INFORMATION

Development Name: _____
 Contact Person: _____ Email: _____
 Address: STREET _____ CITY _____ STATE _____ ZIP CODE _____
 Phone: (office) _____ (mobile) _____ (fax) _____

GENERAL INFORMATION

Funding Source of Units *(to determine if exempt from UHAC)*: _____

Affordable Housing Requirements Stipulated: Circle either "Yes" or "No" and provide explanation

Development Approval &/or Developer's Agreement	Yes / No	
Fair Share Plan	Yes / No	
Local Ordinance	Yes / No	

Affordable Units Phasing Requirements: _____

Property Type *(circle one)*: **RENTAL** or **SALE** Anticipated date first unit ready: _____

Location of Affordable Units in Project: _____

Number of **Market** Units: _____ *Provide number of units in each category*

Number of **Affordable** Units: _____

Is there a **Regional Preference**? _____

Are any units **Age Restricted** (55+)? _____

Requirements for **Deposit**: _____

Income Distribution Requirements		Bedroom Requirements	
Very Low:		Studio/1br:	
Low:		2 Bedroom:	
Moderate:		3 Bedroom:	

Parking Details: _____

OWNERSHIP ONLY

Tax Rate: _____ Equalization Rate: _____
 Condo/Homeowner Association Dues: _____
 Special Financing Provided by Developer? Yes No
If yes, explain: _____
 Policy on Upgrades: _____

Incorporation Documentation Provided:
 Master Deed
 Declaration of Covenants
 Other: _____

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RENTAL ONLY

Utilities Included in Rent: *(check all that apply)*
 Water Electric Sewer Trash
(for the following utilities, if no, list type)
 Heat *type:* _____
 Cooking *type:* _____
 Hot Water *type:* _____

Application Fee: _____
 Mandatory Fees: _____
 Optional Fees: _____

Rental Very Low Income Requirement
 (13% of units at 30% AMI or 10% at 35% AMI)

Pets Policy:

2. Upgrades from Builder

The builder may offer buyers of new Affordable Units the opportunity to purchase upgrades such as granite countertops or hardwood flooring at additional cost. If upgrades are offered, the following guidelines apply:

- a. These upgrades must be optional. The buyer must be able to choose NOT to purchase the upgrades and be able to buy the base home at or below the MRSP.
- b. The sale price of the home will be at or below the MRSP without the cost of the upgrades.
- c. All future sales will be based on the sale price without the upgrades. In other words, the buyer will not be able to recoup the cost of the upgrades at the next sale.
- d. The buyer cannot finance more than the MRSP. As a result, the buyer will not be able to finance the cost of the upgrades.

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years and thereafter until the municipality takes action to release the affordability controls. All legal instruments to secure the affordability will be modeled after the applicable instruments published in the UHAC Appendices. When there is a Master Deed, one restrictive covenant will be filed for all Affordable Units but the affordability control period start date for each unit begins with the date that each particular unit is initially occupied. This should be filed in advance of the initial Affordable Housing closing for each project or unit.

A market-rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period.) The developer is responsible for providing the market rate appraisal. One appraisal can be used for similar unit types (all one bedrooms that are the same models, for example) if the appraisal is less than six months old. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead. (See additional discussion in Section V.)

4. Earnest Money (Deposit) for Ownership Properties

The Affordable Housing rules do not specify a minimum or a maximum amount that a buyer must put down on a property when the Purchase Agreement and/or Contract of Sale is executed. However, while not required, a down payment is recommended because banks will almost never lend without a 5% minimum contribution.

C. New Rental Units

1. Initial Pricing and Bedroom Distribution of Rental Units

Rents will be set according to the pricing guidelines outlined in UHAC. In order to comply with 2008 amendments to the Fair Housing Act, 13 percent of all affordable rental units in a project will be priced at 30 percent of median income (N.J.S.A. 52:27D-329.1.) (This requirement is more stringent than the UHAC guidelines which stipulate that at least 10 percent of all

Affordable Units in the development be affordable to households earning no more than 35 percent of median.) In all cases, the more stringent of the two requirements will prevail.

2. Mandatory and Optional fees

If the landlord charges a *MANDATORY* fee for rental units such as an amenity fee or association fee, this fee will be subtracted from the permitted maximum rent. *At no time should the rent plus required fees exceed the maximum rent allowed.*

The developer may require that all renters purchase *rental insurance*. The rental insurance cost is not considered a mandatory fee and will not be included in the initial rental calculation or part of the minimum income calculation.

The landlord may charge optional fees to tenants. However, the landlord is not permitted to charge affordable tenants these fees and waive them for market units. *For example, if parking is included in the rent for market units, the landlord cannot charge affordable tenants for parking.* Example of optional fees include:

- Optional parking fee
- Optional amenity fee
- Optional pet fee
- Optional month-to-month fee

The Administrative Agent will review and approve all leases to determine that the rent plus required fees do not exceed the maximum rent allowed.

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years and thereafter until the Township takes action to release the affordability controls. All legal instruments to secure the affordability will be modeled after the applicable instruments published in UHAC.

The rental deed restriction will list the income level designation as well as the bedroom size of each Affordable Unit. The units cannot be “swapped” during the control period. *For example, after the deed restriction is filed, the affordable designation of the unit cannot be changed from a Low-Income to a Moderate-Income unit.* Moreover, it is important to note that the prevailing regulations (UHAC) do not require annual recertification, and therefore while the unit remains as a Low/Moderate-Income unit during the term of the deed restriction, the income of the current tenant is no longer relevant following initial eligibility. The same rules relating to initial eligibility certification and no annual recertifications will continue to apply to each subsequent tenant throughout the duration of the deed restriction.

4. Application Fees

Affordable units are “private” market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to very low, low, and moderate income persons. Although deed restricted, the units still are under the “control” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set

rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same in renting Affordable Units as for leasing market rate units. With respect to the landlord's tenant selection criteria, the Administrative Agent's responsibility is to ensure that (1) the criteria for the Affordable Units is consistent with the market-rate criteria, and (2) the application fee is deemed to be reasonable.

The landlord may choose to collect an application fee from households interested in applying for Affordable Housing. UHAC rules limit the application fee to 5 percent of the monthly rent of the applicable rental unit.

After the household passes the landlord's tenant selection criteria, the landlord *may* choose to collect an additional fee from the applicant to process the Affordable Housing application. Landlords may choose to implement this optional fee so only serious applicants move through the income certification process. If this optional fee is collected, the following rules apply:

- The fee cannot be higher than one month's rent.
- If the applicant is income-certified and rents the unit, the fee will be applied to the first month rent and/or down payment.
- If the applicant is income certified and they choose not to rent the unit, the landlord is not required to return the fee.
- If the applicant is determined to not be income eligible, the landlord must return the fee.

5. Security Deposit

Security deposits for Affordable Units are governed by New Jersey Landlord-Tenant regulations. The requirements are the same for Affordable Units as they are for market-rate units.

6. Tenant Selection Criteria

As explained in Section 4 above, the landlord is permitted to set tenant selection criteria and screen applicants on criteria such as credit score and criminal history, subject to approval by the Administrative Agent. All tenant selection criteria must comply with all New Jersey landlord tenant laws and the landlord is required to provide the Administrative Agent with a written copy of its tenant selection criteria. The tenant selection criteria must be applied uniformly to all applicants, and the landlord cannot impose stricter criteria on affordable tenants than market-rate tenants.

D. Project Monitoring

All new units will be added to the online New Jersey Council on Affordable Housing ("COAH") Tracking and Monitoring ("CTM") system after the initial sale or initial rental so long as DCA creates the new project and allows for CTM input into the CTM system upon request.

III. Marketing of Units, Waiting List, and Matching Households to Available Units

The following section describes the steps that will be taken to identify very low, low, and moderate income families that may be interested in renting and purchasing Affordable Units created by the Municipality. All marketing initiatives must comply with the Affirmative Marketing rules established by UHAC, as presently set out in NJAC 5:80-26.15 and in accordance with any additional Affirmative Marketing Plan developed by the Municipality.

Development-specific Affirmative Marketing Plans would outline required marketing, including paid advertising that must be conducted before a random selection is completed. (See Random Selection and Waiting List Priority in Section B, below.)

While the waiting list is open, Affirmative Marketing will continue in the form of listing of units on NJHRC.gov, affordablehomesnewjersey.com, and/or quarterly mailings to community groups, major employers, and government agencies in the New Jersey Affordable Housing region where the Municipality is located. If the waiting list is ever closed because of the long length of the list, paid advertising as outlined in the Affirmative Marketing Plan will be required to reopen the waiting list.

A. Preliminary Application

All households that wish to be considered for Affordable Housing must submit a preliminary application. Households will be encouraged to submit their preliminary application online. For those applicants who do not have internet access, the Administrative Agent will work with interested applicants by phone and mail. The preliminary application will include questions about household income and its composition in order to determine preliminary eligibility. Please note that preliminary eligibility is based solely on self-reported information by the applicant and is in no way a guarantee of eligibility.

If the applicant indicates that their total household income is below the moderate income limit for their family size, they will be eligible for placement in the applicant pool. The Administrative Agent will also set a minimum income that is required to be added to the waiting list. (See *Minimum Income Requirements* in this Chapter.) Applicants will be required to provide written documentation of their income at the time of the full income certification as discussed in *Chapter IV*.

B. Random Selection and Waiting List Priority

For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date that the household submits their preliminary application (“**Interest Date**”).

A separate waiting list will be kept for ownership versus rental units, resulting in a total of two waiting lists for the Municipality. Households waiting for age-restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age-restricted and family ownership units will be part of the same waiting list. In filling an age-restricted property, households that do not meet the age requirements will be skipped.

When brand new Affordable Units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers that have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households that submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative Marketing will be required before this lottery is held since these are new Affordable Units and the public must be made aware of the new Affordable Housing opportunity.

As an example, if a new housing opportunity arises that will create 150 new Affordable Units and the existing waiting list has only 50 applicants on it (who hold numbers 1 to 50), a new lottery will be held with Affirmative Marketing. If an additional 50 applications are submitted as a result of this marketing effort, then these “new” applications will be assigned numbers 51 to 100 on the waiting list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, veterans preference and regional preference as may be established in the Municipal Affordable Housing Ordinance. The Borough of High Bridge has selected to use a regional preference which appears in the Borough of High Bridge's Affordable Housing Ordinance. The Borough has selected not to use the Veterans Preference option at this time. Each of these six waiting list priority factors are further described in *Figure 3*.

C. Property Questionnaire

When an applicant becomes eligible to be offered an Affordable Unit, they will be asked to complete a Property Questionnaire. The Property Questionnaire will assess whether they continue to meet the income requirements and whether they remain interested in purchasing or renting a specific unit or unit type.

In order to match households to available units as quickly as possible, the Administrative Agent will choose whether to limit the outreach to the next group of applicants on the waiting list (private outreach) or outreach to all eligible households (public outreach), as discussed in the following section.

1. Private Outreach

When there is a long waiting list, the Administrative Agent will only outreach to a limited group of applicants who are next on the waiting list. This approach is typically taken with rental projects and new ownership units.

The Administrative Agent will invite approximately five to 10 households that meet the eligibility requirements to complete a Property Questionnaire for each available unit. Waiting list priority will be established by the factors outlined in *Figure 3*.

Households will have 24 hours to request to visit the unit at some future, mutually agreed upon time. If they request to visit, they will then be prompted to update a simple Property Questionnaire. If they do not want to pursue the unit or even if they do not respond at all, they will **not** be removed from the waiting list and will be notified of the next available vacancy.

The interested household will be referred to the landlord/developer to view the unit(s) and pay the application fee, if required. New ownership developments may require a mortgage preapproval be submitted prior to viewing the home. If more than one household qualifies and is interested, the household with the highest priority (lottery number or Interest Date) will be offered the unit.

Figure 3: Additional Factors Impacting Waiting List Priority

1. Age-Restricted	Only households that meet the age-restricted requirements will be offered age-restricted units. <u>See Glossary</u> for definition of “ Age-Restricted Units. ”
2. Regional Preference	Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Should the municipality choose to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted. <u>See Glossary</u> for definition of “ Regional Preference. ”
3. Household Size (Number of Members)	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category.
4. Maximum Income Limit and Minimum Income	Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit. <u>See Figure 5</u> for a full discussion of minimum income requirements.
5. Fully Accessible Units	A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.
6. Veterans Preference	The Municipality and developer may enter into an agreement to provide preference to very low, low, and moderate-income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. If applicable, veterans who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. <u>See Glossary</u> for definition of “ Veterans Preference. ” At the present time, High Bridge does not have a Veterans Preference provision in their Affordable Housing Ordinance and therefore this is not applicable at this time.

2. Public Outreach

The Administrative Agent will contact all eligible households for a specific unit when the waiting list is short or when there are several properties available. Public outreach is typically conducted for the resale of existing units. It allows the Administrative Agent to move through the waiting list as quickly as possible.

When the Administrative Agent is notified of a pending rental vacancy or the intent of the owner of a single-family unit to sell, the Administrative Agent then will set a deadline by which all applicants that have indicated an interest in this development or in the Municipality must return a Property Questionnaire. Waiting list priority will be established by the factors outlined in *Figure 3*. Interested households will be provided the contact information of the owner/seller to be provided an opportunity to view the home. If more than one household qualifies and is interested, the household with the highest priority number will be offered the unit first.

If the unit is still available after this initial outreach, the Administrative Agent will contact households not previously contacted in the first outreach such as smaller-sized households and out-of-region households (if applicable.) If the home still does not have a buyer, the Administrative Agent will open the listing up to all household sizes.

Households will not be removed from the waiting list if they do not choose to purchase a unit they are offered during public outreach.

D. Determining Preliminary Eligibility

The Administrative Agent will review the Property Questionnaire to determine whether the applicant meets or continues to meet the requirements to rent or purchase the unit. All information will be verified during the full application process. The following sections describe the factors that will be reviewed to determine preliminary eligibility as well as final eligibility during the full income certification process.

1. Regional Preference

Should a municipality determine that households that live or work within the Municipality's Affordable Housing Region are to be given Regional Preference in being contacted, such Regional Preference shall be set out in the municipality's Affordable Housing Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm that the household either lives or works within the region. If they no longer live or work within the region, they will remain on the waiting list for consideration after all in-region applicants have been considered. The Borough of High Bridge does have a regional preference.

2. Determining Household Composition

The household is composed of all permanent members of the household, and the composition will determine both the size of the unit needed by the household and the maximum income limit of that household. Some household members may be considered in the bedroom calculation who are not counted in the maximum income calculation as show in *Figure 4*. If applicant's divorce decree states that both parents share legal and residential custody but the former spouse has primary custody for school purposes, the child may be included in the applicant's household when determining household size during the income certification process.

Figure 4: Determining Household Size (Number of Members)

	Maximum Household Income Limit	Bedroom Size Calculation
Foster Children	Do not count in household (do not include foster care income either)	Count
Live in Health Aid or Nanny (<i>This must be a paid position and proof of contract with caregiver is required</i>)	Do not count (Must provide proof that person is hired)	Count
Child Whose Primary Residence is Not the Applicant Household	Do not count unless custody is 50/50 (see narrative)	Count
Unborn Child	Count (Cannot ask for documentation because of privacy)	Count
Child Being adopted	Count	Count
Full time college student not living at home (<i>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</i>)	Count (Do not count any part time income earned where part time is any income earned on less than a 35 hour work week)	Count

3. Maximum Income Limits

The Administrative Agent will confirm that the household's income reported on the Property Questionnaire falls under state mandated maximum income limit for the unit for which they are applying. Maximum income limits are provided annually by the State for each of the six Affordable Housing regions. See Appendix A for updated maximum income limits.

4. Minimum Income Requirements

Unlike maximum income limits, the State does not set minimum income limits. Instead, the State provides different income-to-housing expense ratios for rental and purchase units and different standards for age-restricted homes. The purpose of these ratios is to provide guidelines so applicants will be able to sustain their monthly housing expenses in the Affordable Units.

Evaluating minimum income requirements is complicated because the permitted ratio of monthly income that can be spent on housing expenses varies for different unit types and waivers are permitted. *Figure 5* details the minimum income ratios that will be utilized at each stage of the outreach process as well as during the full income certification. Since waivers from

UHAC are allowed (see below), outreach is extended to households that do not quite meet the minimum income requirements. *For example, UHAC stipulates that households must not pay more than 33 percent of their monthly income for housing expenses if they are purchasing a home unless they meet a waiver requirement. When a specific home is for sale, outreach is expanded to all households whose housing expenses are under 35 percent instead of 33 percent. At the time of income certification, the exact percentage and whether they meet a waiver requirement is confirmed.*

Precise waiver requirement standards are not stipulated in UHAC, and *Figure 5* provides guidance when evaluating waiver requests. The State permits the Administrative Agent to give waivers to households to purchase a unit when their existing monthly housing expenses exceed 33 percent of their monthly income under the following conditions:

- The household can provide evidence that they have completed a HUD-certified home budgeting course; and
- The household obtains a firm mortgage loan commitment at the higher housing expense percentage of income level from a licensed financial institution.

Likewise, rental waivers may be given under the circumstances described below, and the household must receive a budgeting counseling class.

- The household can document that the housing expense of the Affordable Unit is less than the housing expenses of their current housing; or
- The household currently pays more in rent and the proposed rent will reduce the household's housing costs; or
- 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; or
- 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. (This includes applicants with a Section 8 Voucher.)

When reviewing a waiver request, the Administrative Agent may take into consideration whether the applicant is receiving other assistance such as SNAP Benefits (Food Stamps).

5. Minimum Down Payment (Ownership Only)

For all purchase units, the Administrative Agent will review how much the applicant self-reports as having available for a down payment. If the down payment is less than 5% of the purchase price, the applicant will be advised that they may not be able to obtain a mortgage to purchase the home because most banks require at least a 5% down payment.

6. Regional Asset Limit

If an applicant owns a home without a mortgage, the value of the home must be less than the Regional Asset Limit set by the State annually. See Appendix A for updated regional asset limit. An appraisal or listing with real estate agent is required to verify value.

This Regional Asset Limit test does not apply to:

- Properties with a mortgage even if the applicant's equity exceeds the asset limit;
- Cash or other assets; and
- Applicants whose property taxes and fees on the property are more than 38 percent of the household's income.

Figure 5: Minimum Income Calculations ¹

RENTALS		
<i>Monthly Housing Expense Calculation is rent + utilities not included in rent – monthly rental Assistance (if accepted by landlord)</i>		
	Family Units	Age-Restricted Units
To Submit Preliminary Application	Any household with income over \$8,000/year	Any household with income over \$8,000/year
To Be Invited To Submit Property Questionnaire	37% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²	42% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²
To Be Invited To Submit Full Application	37% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²	42% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²
To Be Income Certified To Rent Unit	35% of income toward housing expenses 45% of income toward housing expenses with rental waiver ² If applicant meets minimum income requirement with rent only, case manager will review utility allowance ³	40% of income toward housing expenses 45% of income toward housing expenses with rental waiver ² If applicant meets minimum income requirement with rent only, case manager will review utility allowance ³
UHAC Requirement (Without Waiver)	35% of income toward Housing Expenses	40% of income toward housing expenses
OWNERSHIP		
<i>Monthly Housing Expense Calculation is monthly mortgage cost +HOA fee + property tax + insurance</i>		
	Family and Age-Restricted Units	
To Submit Preliminary Application	Any household with income over \$8,000/year . No minimum down payment required.	
To Be Invited To Submit Property Questionnaire	35% of income toward housing expenses No minimum down payment required	
To Be Invited To Submit Full Application	35% of income toward housing expenses 5% minimum down payment required (no loans or grants)	
To Be Income Certified To Purchase Unit	33% of income toward housing expenses 35% of income toward housing expenses with ownership waiver ²	
UHAC Requirement (Without Waiver)	33% of income toward housing expenses	
¹ Minimum income and percentages may be adjusted as needed to administer the program. Minimum income should not restrict eligible applicants and is designed to prevent applicants who do not have enough income from being added to the waiting list. All minimum income requirements will be clearly posted on the Administrative Agent's website. ² Rental and Purchase waiver requirements are explained in the <i>Minimum Income</i> Section of this Chapter (see Section 4). ³ The utility allowance review will determine whether the applicant will be able to afford the monthly expenses. This is sometimes required because the new utility allowance greatly exceeds the original utility pricing or their household's actual utility costs may be less because of energy improvements.		

7. Minimum Credit Score

For all purchase units, the Administrative Agent will review the self-reported credit score of the applicants when determining preliminary eligibility. The Administrative Agent will determine the minimum determined credit score (such as 600) based on the current credit requirements of banks, and the same standard will be applied to all applicants.

There will be no minimum credit score for applicants paying cash for their homes since they do not need to qualify for a mortgage.

Applicants for rental units will be advised of the minimum credit score required by the landlord. As stated above, Affordable Units are “private” market units where rents are set, and while deed restricted as to time, they are still under the “control” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same as (and not more stringent than) the selection criteria for leasing market rate units.

8. Separated Applicants

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

In order to calculate the household income of separated applicants at the time of the full income certification for both rental and sale properties, the applicant will need to provide a settlement agreement, divorce decree, or a division of assets signed by both parties.

E. Annual Updates

In order to keep the waiting list current, households will be asked to update their contact and other qualifying information on the waiting list annually. Households that do not update their information will be removed from the waiting list.

F. Full Application

Households will be invited to submit a full application to purchase or rent an affordable unit in order for the Administrative Agent to determine the income eligibility of the household. Applicants will have seven (7) days to submit the income application and seven (7) day extensions are permitted for a total of two weeks (14 days). Once the full application is received, the Administrative Agent will complete a determination of the household’s eligibility within seven days.

G. Removal from the Waiting List

Applicants on the waiting list for Affordable Housing can be removed from the list for any of the following reasons:

1. The applicant's income exceeds the income guidelines;
2. The applicant does not have the minimum income to purchase or rent any units in the portfolio;
3. The applicant owns an asset that exceeds the Regional Asset limit;
4. The applicant requests to be removed;
5. The applicant submits fraudulent information during the income certification process;
6. The applicant fails to submit the complete application on time (this includes failure to provide documentation needed to verify income and other required documents);
7. The applicant fails to respond to an inquiry in a timely manner;
8. The applicant does not cooperate or is abusive with staff, property managers, or the sellers of Affordable Units;
9. The applicant does not meet the credit requirements or other tenant selection criteria required by the landlord;
10. The applicant is unable to secure a mortgage;
11. The applicant does not attend a budgeting/home buyer counseling class if such is required (e.g., for a waiver);
12. The applicant does not respond to requests to purchase or rent a unit;
13. The applicant does not submit an annual update; or
14. The applicant has been approved to rent or purchase a unit in the Municipality.

Applicants who are removed from the waiting list may reapply. If approved to rent or purchase a unit in the Municipality, they may reapply for other opportunities in the Municipality.

H. Income Certified Applicants on the Waiting List

Under certain circumstances, an applicant may be fully income certified but they do not proceed with the purchase or renting of the unit. In this case, the applicant will resume their original position on the waiting list. They will be contacted in the same priority outlined in this Chapter. In other words, being fully income certified will not result in any priority on the waiting list over other applicants. If the applicant does not sign a contract or lease within six months of the income certifications, the certification will expire.

IV. Determining Income Eligibility

To be eligible for consideration for an Affordable Unit, a household must be determined to be income eligible. This income eligibility is modeled after the US Department of Housing and Urban Development's process known as Part 5. This system for determining eligibility is to sum the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

A. What is Considered Income

Figures 6 and 7 detail what sources of income are included in the income calculation and what sources of income are excluded as a source of income.

Figure 6: Income Sources Counted in Income Eligibility

Sources Considered Income	Description of Income Source
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Assets not earning a verifiable income shall have an annual imputed interest income using a current, average annual savings interest rate. (Use average daily balance of bank accounts for the calculations).
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in #14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in #3 of Income Exclusions).
6. Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. (Child support is not counted as income if it is not being paid even though there is a court order.)
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except Armed Forces Hostile Fire Pay as stipulated in the Sources Not Considered Income Exclusions).
9. Rental Income From Real Estate	Rental income from real estate. Only the mortgage interest payment, insurance, taxes, and management expenses can be a deductible expense. (Mortgage principal payments cannot be deducted.) If the applicant owns real estate and does not receive rental income, the Administrative Agent may determine the fair market rent of the property to determine the potential rental income for the purposes of the application. If actual rent is less than fair market rent, the Administrative Agent shall impute a fair market rent unless rent control applies.
10. Imputed Interest from non-income producing assets such as real estate	Imputed interest is calculated on the equity of the asset. This applies to the equity of all non-income producing assets.
11. Property or Money Given Away in last 2 yrs	A percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Value of property will be based on tax assessment records using the following ratio: (land + improvements) / equalization ratio.

Only child support and alimony paid to another household by the applicant can be deducted from a household's income. Court ordered payments which are paid for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.

Figure 7: Income Sources NOT Counted in Income Eligibility (Per HUD Regulations)

Sources Not Considered Income	Description of Income Exclusions
1. Income of Children	Income from employment of children (including foster children) under 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property.
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HUD funded HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)). ⁴
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> • Amounts received under training programs funded by HUD. • Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). • Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. • Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for a public housing authority ("PHA") or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the

⁴ The HUD funded HOME Investment Partnerships Program ("**HOME**") provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

Sources Not Considered Income	Description of Income Exclusions
	same period of time. <ul style="list-style-type: none"> Incremental earnings and benefits inuring to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and any such amounts are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Part time income of non-head of household persons enrolled as full time student. HOWEVER, all income from the head of household will be included even if he/she is a full time student.
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including: <ul style="list-style-type: none"> The value of the allotment made under the Food Stamp Act of 1977; Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); Earned income tax credit refund payments received, including advanced earned income credit payments; The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a

Sources Not Considered Income	Description of Income Exclusions
	crime against the applicant under the Victims of Crime Act; and <ul style="list-style-type: none"> • Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
18. Rental Assistance / Gifts For Housing Expenses	Sporadic or reoccurring gifts for housing expenses from family, friends, or community groups.
19. Repayment of Loan	Sporadic or reoccurring payments that are repayment of a loan from to the household.

B. Proof of Income and Other Supporting Documents

Extensive supporting documents are required to document the household's income and other qualifying criteria. The full list of required supporting documentation is provided in *Figure 8*.

During the course of the income certification, applicants may be required to submit additional documentation to establish the household composition and income. While it is impossible to list all examples of additional documentation, some examples of additional documentation are described below. The Administrative Agent may require that documentation is notarized.

- Private mortgage documentation (bank statement of party lending the money, letter with terms of private mortgage);
- Proof of gift for down payment (bank statement of party gifting the money, letter with terms of private mortgage);
- Proof of rental assistance from family, friend, or community group;
- Death Certificate of spouse when applicant is a recent widow or widower;
- Notarized letter from employer explaining overtime that will be offered to employee;
- Itemized explanation of deposits in bank accounts;
- If there are other household members that appear to be living in the household now but are not part of the household as it was when applying for housing, the applicant will have to provide a notarized letter explaining the current and existing household composition;
- If there is someone listed on the applicant's bank statement that is not included in their household applying for Affordable Housing, the applicant will be required to show proof that the person does not reside with the applicant; and

Notarized letter regarding withdrawal from 401K accounts or pensions (For example, if funds were withdrawn last year, will the applicant be making a withdrawal this year?)

Figure 8: Required Supporting Documents

Identification
<input type="checkbox"/> Personal photo identification: Driver's License, passport, or State ID
Income Related Documents – Provide All That Apply
<input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members
<input type="checkbox"/> Social Security: Most recent award letter
<input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification
<input type="checkbox"/> Pension: Letter from pension fund setting forth outlays and benefits received
<input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: child support status
<input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding alimony support status
<input type="checkbox"/> Military Pay: Verification of military pay
<input type="checkbox"/> Workers' Compensation: Statement showing benefits
<input type="checkbox"/> Unemployment Benefits: Statement showing benefits
<input type="checkbox"/> Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes)
<input type="checkbox"/> 1099 for Independent Contractors (Profit and loss statements are not permitted)
Bank Statements & Other Accounts (Including JOINT ACCOUNTS)
<input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months
<input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months
<input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, & trusts
Tax Returns
<input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years (copies of signed returns to validate the copy)
<input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years
<input type="checkbox"/> Notarized tax waiver letter if unable to provide taxes
If Applicant Owns A Home, Condo, And/ Or Rental Property, The Following Is Required
<input type="checkbox"/> Current mortgage statement
<input type="checkbox"/> Investment property lease agreement (if applicable)
<input type="checkbox"/> Current year tax assessment record
<input type="checkbox"/> Real estate listing if this property is for sale
<input type="checkbox"/> Contract with the realtor listing property if property is for sale
<input type="checkbox"/> Foreclosure notice (LIS PENDENS, etc.) if the property is in foreclosure
Other
<input type="checkbox"/> Divorce Decree: All pages of divorce decree & settlement agreement
<input type="checkbox"/> Full Time Student Over 18: School schedule to document full time status
<input type="checkbox"/> Section 8: Voucher (RENTAL ONLY)
<input type="checkbox"/> Mortgage Preapproval (OWNERSHIP ONLY)

C. Final Eligibility Determinations

After the household's annual income and composition is determined and verified, the Administrative Agent will make the final eligibility determination. Requirements related to household composition, Regional Asset Limit, down payments, etc. outlined in *Chapter III* will also be verified.

Households determined to be eligible will receive an eligibility letter notifying them of their eligibility determination, in writing. When a household is determined ineligible, an internal peer review of the income certification will be completed by the Administrative Agent. If the peer review confirms the ineligibility determination, the household will be notified in writing

and advised that it may submit additional proof and request that the decision be reconsidered by the Administrative Agent. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility. If an applicant for affordable housing is again determined to be ineligible by the Administrative Agent, then the Municipal Housing Liaison (see Chapter 7) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situation that the Municipal Housing Liaison is unable to resolve will be forwarded to the New Jersey Mortgage and Finance Agency (“**Agency**”) (or its successor) for further appeal and review. The determination of the Agency (or its successor) shall be a final administrative action (i.e., decision) subject to review of the courts.

D. Misrepresentation of Information in Application

When the applicant submits their full application, the applicant certifies that all information provided in the application is complete and true as to the entire household. If the applicant makes false statements or provides fraudulent documentation, the applicant will be determined ineligible immediately. They may reapply for Affordable Housing but they will lose their position on the waiting list.

E. Changes to Income and/or Household Composition after Submittal

Prior to the certification process and a determination of eligibility, a household may supplement its application. Once the full application has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week timeframe during which the household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any household member in order to become eligible for Affordable Housing nor change the household composition from what is listed on the application. *For example, the applicant cannot add a member to their household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period. See Glossary for definition of “**Eligibility Period**”.* If the applicant does make changes during this Eligibility Period, the household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or household composition and will be assigned a new position on the waiting list.

V. Ownership Program

At each purchase, Affordable Housing documents are executed that restrict units as Affordable Units. The process of finding a buyer is explained in depth in *Chapter III*. In addition, the buyer must be income certified as outlined in *Chapter IV* and information about establishing new ownership projects is also included in *Chapter II*.

The following outlines the process of selling and purchasing an affordable home.

A. Selling an Affordable Home

1. Request an Intent to Sell Package

When an owner wants to sell its affordable home, the first step is to request an Intent-To-Sell package. The owner, as “**Seller**”, cannot start the process of selling its home until it makes this request and receives the package from the Administrative Agent.

2. Calculate the MRSP (Maximum Restricted Sales Price)

The Administrative Agent will calculate the MRSP of the affordable home based on the last sale price and the last sale date. The annual increase issued by the State of New Jersey is applied for each year the owner has owned the home. See Appendix A for updated maximum restricted sales price annual increase. However, there is no increase if the owner has owned the home for less than a year. *For example, if an owner purchased an affordable home in March 2015 and requested to sell the home in January 2016, the MRSP is the price the owner paid for the home.*

In addition, if the owner requests to sell their home and the state has not released the annual increase for that year yet, no annual increase for the current year will be applied. *For example, if an owner requests to sell their home in February 2015, and the 2015 increase has not been released, the MRSP will not include an increase for 2015.*

The Administrative Agent will prepare the Intent to Sell Package and send it to the Seller. This package will include:

- Form for the owner to sign and return, formally requesting to sell home;
- The MRSP of the unit;
- An overview of the process of selling an affordable home in this program;
- Blank Purchase Agreement;
- Summary of fees charged by the Administrative Agent/Municipality related to selling of the affordable home;
- Request for digital photographs to be utilized in the marketing of the home; and
- Request for additional information about the home to be utilized in marketing the home such as recent renovations and unit amenities.

3. Start Affirmative Marketing Process

When the Administrative Agent receives the signed Intent to Sell Form back, it will begin the process of looking for a buyer for the unit. This process is outlined in *Chapter III* of this manual. The Administrative Agent will refer interested buyers directly to the Seller. The Seller

will be responsible for showing the home to interested buyers. These buyers will be pre-screened by the Administrative Agent. However, since they will not be income certified, the Seller CANNOT enter into a contract with the buyer until the buyer is income certified by the Administrative Agent. When a household decides to purchase the affordable home, the buyer will be sent a full income certification application. (See the *Purchase Agreements and Contracts* later in this Chapter.)

B. Buying an Affordable Home

1. Preliminary Application and Prescreen

In order to be considered to purchase an affordable home, interested buyers must submit a preliminary application. The process outlined in *Chapter III* will be followed even if the Seller has found a buyer interested in purchasing the property. The unit must be affirmatively marketed to other eligible households on the waiting list first.

2. Income Certification

When a household would like to purchase the home, it will notify the Administrative Agent, and if it is next on the waiting list, it will be invited to submit a full application. The income certification process is described in detail in *Chapter IV*. A mortgage pre-approval must be submitted with the application as well as proof that the buyer has the recommended minimum down payment if required by the bank or provided at buyer's option. Buyers will be advised that they will also be responsible for closing costs, but they will not be required to show proof of funds at the time of the income certification. Closing costs cannot be added to their mortgage principal because the buyer can only finance 95 percent of the MRSP of the home.

3. Mortgage Provider

The Administrative Agent will provide prospective buyers with a list of mortgage companies that have financed deed restricted Affordable Units recently. If the prospective buyer chooses to utilize a different lender, the Administrative Agent will provide the lender copies of the Affordable Housing documents for their review after the buyer is income certified.

A buyer may borrow money to purchase the home from a friend or family member (sometimes referred to as a "*Private Mortgage*".) To proceed with the application, the Administrative Agent will require proof that the lending party has the funds (bank statement of the party who is lending the money, for example) and a notarized letter signed by both parties with the terms of the loan (monthly payment, interest, etc.). If the money is a gift, this should be noted in the letter. The lending party in a Private Mortgage situation MAY NOT be on the deed to the Affordable Unit.

4. Down Payment

In order to encourage homeowner investment and a sense of direct involvement in the homeownership process, it is strongly recommended that the buyer provide 5 percent of the purchase price as down payment. In addition, as a practical matter, applicants are highly unlikely to receive a mortgage without at least a 5% down payment. The funds may be provided

as a gift (e.g., from a family member or friend) if the funds do not have to be repaid, and proof of the gift must be provided at the time of income certification (see above).

Some municipalities offer a down payment assistance grant program. In such cases, the minimum down payment requirement is governed by specific program requirements. The Administrative Agent will maintain a list of down payment assistance programs that may become available and provide program information to buyers.

5. Separated Spouses

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

6. Cosigners on Deeds and/or Mortgages Are Not Permitted

If a buyer for Affordable Housing cannot obtain a mortgage, a family member or friend CANNOT obtain a mortgage and allow the affordable buyer to reside in the home. Anyone on the deed and/or mortgage is considered part of the buyer's household and must be included in the income certification and must reside in the home as its primary residence.

However, not all household members are required to be on the mortgage and/or deed. *For example, if a household is composed of the buyer and its roommate, both the buyer and the roommate will be included in the income certification. The roommate is not required to be on the deed or the mortgage.*

C. Purchase Agreement and Contracts For Sale

As the buyer and seller enter into negotiations, the purchase agreement is an "internal", not legally binding, COAH generated document between them to establish and ensure that the unit will be affordable to the buyer. It stipulates such terms as the MRSP of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit ("**Purchase Agreement**"). All these terms are then set out in the contract for sale. Typically, the Purchase Agreement is signed after the buyer has been income certified, however under certain circumstances the Purchase Agreement may be amended and signed after the income certification process (see Section 4 below).

The contract for sale is a legal contract between the buyer and seller, finalizing the negotiations between buyer and seller and setting out all material terms of the transaction ("**Contract for Sale**"). The Contract for Sale can only be executed after the household is income certified.

Copies of both the Purchase Agreement and Contract for Sale should be sent to the Administrative Agent immediately upon execution.

1. MRSP and "Extras"

The Purchase Agreement includes a section for the Seller to list items that may be sold separately at a price agreed upon by the buyer and seller. The price to be paid for items of personal property shall not be used as a mechanism to avoid or circumvent the limitations on

the resale price of the unit itself. The personal property for sale cannot become a contingency of the house sale. If this separate transaction occurs, it cannot be incorporated into the Mortgage or Contract of Sale.

These “extras” do not include items of property that are permanently affixed to the unit such as countertops and flooring or were part of the original sale. These permanently affixed items are to be included in the MRSP and no additional compensation is permitted to the owner. As stated in UHAC, N.J.A.C. 5:80-26.9: “Upon the resale of a restricted unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price.”

2. Accepting and Rejecting Offers

The Seller of the home must accept offers from the next buyer on the waiting list whose income is certified and who offers to purchase the home for the MRSP. The Seller cannot reject an offer at the MRSP from the first eligible person on the waiting list for any reason such as the buyer not making a cash purchase. In the contract, the Seller can include a requirement that the buyer be able to close in a reasonable amount of time, such as two months.

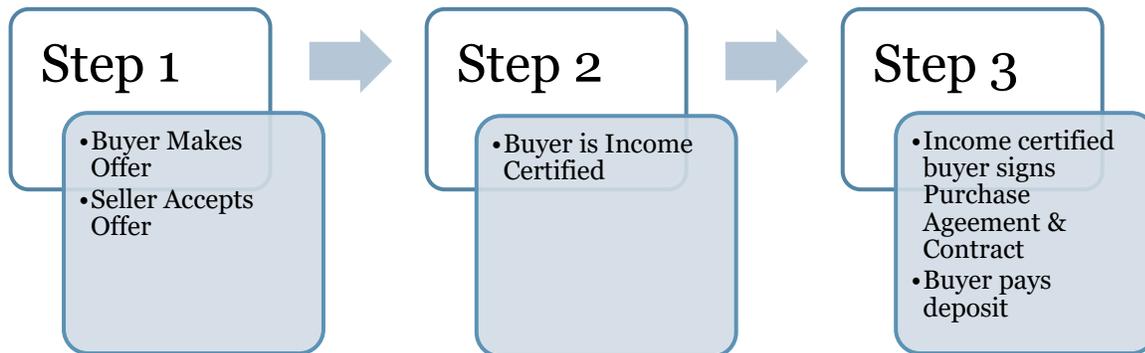
Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

3. Good Faith Deposit/Earnest Money

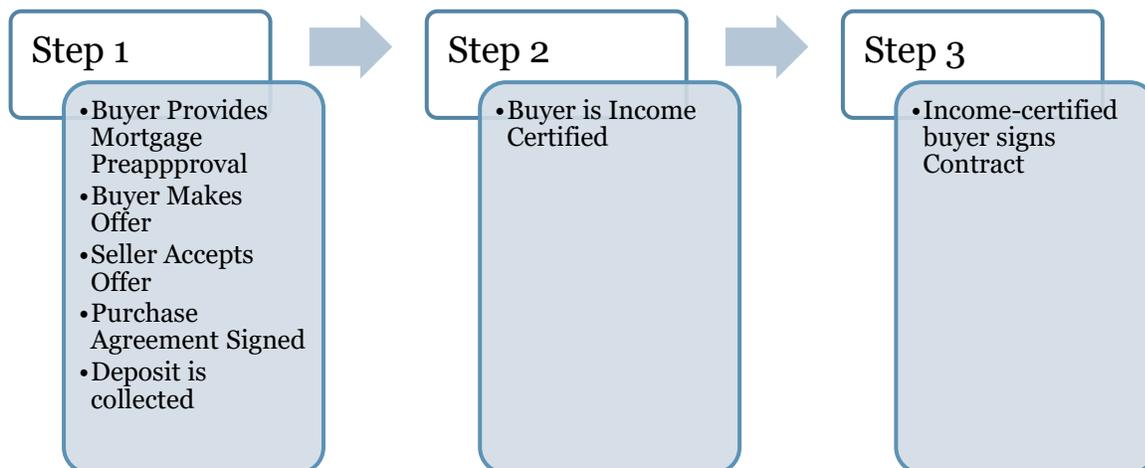
It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

4. Purchase Agreement and Income Certification

The Purchase Agreement is typically signed only after the household is income certified. (*See Figure 9 on the following page.*) Under this process, the Purchase Agreement clearly states that only an income certified household may sign a purchase agreement. See Glossary for definition of “**Certified Household**”. This process will be utilized for most resales, and it is the most effective process for selling homes if there is not a high demand for the home.

Figure 9: Purchase Agreement Signed After Income Certification

However, under certain circumstances, the Administrative Agent may amend the Purchase Agreement to permit a buyer who is not yet income certified to sign the Purchase Agreement. These circumstances include new developments where demand is very high for the units. Under this approach, as shown *Figure 10*, the Purchase Agreement will clearly state that the Purchase Agreement is contingent on the income certification by the Administrative Agent of the buyer as a Low or Moderate-Income household and, in the event that the household is determined not to be income eligible or does not submit a complete application, then the Purchase Agreement is invalid.

Figure 10: Purchase Agreement with Non-Income Certified Buyer

D. Attorneys

New Jersey does not require that attorneys participate in real estate transactions. However, while not a requirement, it is recommended that both the buyer and seller hire an attorney to draft the contract and represent them during the transaction.

E. Realtors

A realtor is not required for the sale of the affordable home because the Administrative Agent will refer interested buyers from the waiting list. However, some Sellers may choose to hire a realtor to conduct additional marketing and show the home. This is permitted under the following circumstances:

- The Seller provides the realtor's contact information to the Administrative Agent so that the Administrative Agent can inform the realtor of the MRSP, preliminary application, income certification process, and other Affordable Housing requirements;
- All interested buyers referred by the realtor, must submit a preliminary application and will be contacted following the process outlined in Chapter III; and
- Any realtor fee is subtracted from the MRSP. In no circumstances will the price of the home exceed the MRSP.

F. Coordination of Closing

After the home goes under contract, the Administrative Agent will maintain regular contact with the buyer, seller, and/or their attorneys as well as the mortgage provider. The Administrative Agent will answer questions about the Affordable Housing documents and assist to resolve any issues that arise before closing.

1. Required Legal Documents

The Administrative Agent will prepare the Affordable Housing documents summarized in *Figure 11*. If 95/5 is currently being used, we will continue to use 95/5 for resales. However, in all other cases, we will use Round III deed restrictions.

2. Resale of Affordable Units: Requirement for a Market Rate Appraisal

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period. The repayment amount is paid to the Municipality.)

For new units, the developer is responsible for providing the market rate appraisal. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead.

For resales, the buyer must provide the market rate appraisal. If the buyer's mortgage company will not be completing a market rate appraisal or it is a cash deal, the buyer must pay for a market rate appraisal. *This buyer will be notified of this requirement as soon as the Purchase Agreement is signed because the unit cannot close without the market appraisal.*

Figure 11: Legal Documents for Ownership Units

	No Master Deed	Master Deed
Not a 95/5 Unit	<ul style="list-style-type: none"> ◆ Deed “A” ○ Certification “J” ○ Recapture Note “L” (DCA), “N” (Municipality), or “P” (Agency) ◆ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency) 	<ul style="list-style-type: none"> ◆ Deed “D” ◆ Restrictive Covenant “C-1” ○ Certification “J” ○ Recapture Note “L” (DCA), “N” (Municipality), “P” (Agency) ◆ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency)
95/5 Unit	<ul style="list-style-type: none"> ◆ Deed “B” ○ Certification “J” ○ Recapture Note “G” ◆ Recapture Mortgage “H” 	<ul style="list-style-type: none"> ◆ Deed “D” ◆ Restrictive Covenant “C-2” ○ Certification “J” ○ Recapture Note “G” ◆ Recapture Mortgage “H”
<ul style="list-style-type: none"> ○ Must be filed with Administrative Agent / Municipality ◆ Must be recorded with County 		
<p><i>95/5 Unit:</i> Existing projects (generally completed before 2004) are considered 95/5 units and the Legal Instruments for 95/5 units will be utilized.</p>		

3. Closing Fees

If applicable, required closing fees paid by the Seller are due at the time of closing and must be included on the Settlement Statement. The fee cannot be waived.

The only exception is if the unit is bank owned as the result of a foreclosure action and the lenders (such as FHA, Fannie Mae, or Freddie Mac) are statutorily prevented from paying closing fees.

4. Closing Checklist

At the closing, the Administrative Agent will review the Affordable Housing rules with buyer including the following:

- When the unit is sold in the future, the owner must contact the Administrative Agent. The unit cannot be sold for more than the MRSP, and it must be sold to an income Certified Household;
- All refinancing, including lines of credits, secured by the Affordable Unit, must be approved in advance and in writing by the Administrative Agent. The total amount of all debt may not exceed 95 percent of the MRSP of the home;
- The Affordable Unit must be the owner’s primary residence;
- No renting of this unit is permitted except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent (see Waiver section for more information); and

Improvements made to the unit will not increase the MRSP. However, as permitted under UHAC (N.J.A.C. 5:80-26.9), an owner “may apply to the Administrative Agent to increase MRSP for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom [additional bedroom, cost of central air conditioning ... see N.J.S.A. 5:80-26.12]. In no event shall the MRSP or an improved housing unit exceed the limits of affordability for the larger household.”

Prior to closing, the Administrative Agent will obtain a copy of the Closing Disclosure for the Affordable Housing file that is executed at closing between the buyer and seller to confirm that:

- The sale price listed on the Closing Disclosure does not exceed the MRSP; and
- The buyer has not financed more than 95 percent of the sale price and that the buyer is not receiving cash back at closing.

Following closing, the Administrative Agent will obtain one original set of documents and distribute the copies as follows:

- Original of Mortgage, deed, discharges and Restrictive Covenant (if applicable) to the attorney or title company that handled the closing for recording.
- Copy of all documents is provided to the buyer.
- Original of Mortgage Note and copies of all other documents are kept by the Administrative Agent for the Affordable Housing file.

G. Refinance Requests

Affordable home owners are permitted to refinance their mortgages or incur some form of additional debt on their home, such as a home equity loan. The owner must notify the Administrative Agent who will review the request to confirm that the total debt is not more than 95 percent of the current MRSP. If the total debt exceeds 95 percent of the MRSP, the request will be denied. If the request is under 95 percent, the request will be approved.

Reverse mortgages are not prohibited by UHAC. However, lenders have historically not approved reverse mortgages on deed restricted affordable properties because of the refinance limits. Any requests for reverse mortgages should be carefully reviewed to ensure that there is no way the loan amount will exceed 95 percent of the MRSP.

If there is a fee to review the refinance request, the refinance review will not be started until the fee is submitted via certified check or money order.

As clearly stated in the Restrictive Covenant, the owner is forbidden from refinancing or taking an equity loan, a secured letter of credit, or any other mortgage obligation or other debt without advanced, written approval from the Administrative Agent.

H. Annual Mailing

The Administrative Agent will send a mailing to each of the affordable owners annually. This newsletter will provide the owner with information about how to get in touch with the

Administrative Agent if they want to sell their home or refinance their mortgage. It will also remind them of other important Affordable Housing requirements.

The envelope will be marked “do not forward”, and if it is returned by the post office, the Administrative Agent will follow-up with the owner to determine if the owner is no longer living in the home.

I. Report that Owner is Not Living in the Unit and/or Renting Unit

When the Administrative Agent obtains indicia that an owner is not living in the unit, the Administrative Agent will investigate the allegation. The Administrative Agent will gather as many details as possible such as how long the owner has not been living in the unit; if anyone else is living there (i.e. renters); who is paying the water/sewer utility bills, if applicable; and if there is anyone else that will corroborate the allegations.

The Administrative Agent will also contact the Municipal Division of Tax Collection to determine where the tax bills are being sent. If they are sent to a different address than the property address on file with the Administrative Agent, then this is an indication that the owner is leasing the Affordable Unit.

The Administrative Agent will send a letter to the owner asking that it call the Administrative Agent within seven days. If the letter is returned, this will also suggest that the owner is not living in the unit. If the owner receives the letter and calls the Administrative Agent, the Administrative Agent will ask the owner about the allegations and request that they provide proof of residency, including copies of their driver’s license and utility bills. The Administrative Agent may also determine it is necessary to do an address search on the owner.

If it is determined that the owner is not living in the home, the enforcement provisions outlined in *Chapter VIII* will apply.

J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure

When the Administrative Agent receives a report that the owner is falling behind in home owner association dues, taxes, and/or mortgage payments, it will immediately reach out to the owner. The purpose of this outreach is to:

- Educate the owner on the risks of not paying their condominium or homeowner association dues, taxes, and/or mortgage payments;
- Determine whether the owner has experienced a temporary or permanent loss of income;
- Recommend that they contact their condominium/homeowner association and/or mortgage company to see if they can set-up a repayment plan;
- Refer them to foreclosure prevention resources; and
- Advise them of the MRSP of their home if they are interested in selling the home before they become further behind.

The Administrative Agent will track the status of the unit and coordinate closely with the Municipality through its Tax Collection and/or Assessor's Office, as well as its Corporation Counsel, in order to be updated as to any water and sewer fees that are in arrears and any foreclosures on Affordable Units. Additionally, the Administrative Agent will notify the Municipal Corporation Counsel if it becomes aware that the home is in foreclosure or a lien has been placed on the unit by the condominium/homeowner association.

All deed restrictions must clearly specify that the affordability controls remain in effect despite the entry and enforcement of any judgment of foreclosure.

K. Waivers

The Administrative Agent has authority to grant waivers from some of the Affordable Housing rules. The Administrative Agent will complete a waiver request form for each request it receives outlining the details of the request and its decision to approve or deny the request.

1. Request to Rent Affordable Unit

Requests to rent a unit will only be approved on a temporary basis if the owner will be required to leave the area for a temporary period of time, such as military deployment. Each request will be reviewed by the Administrative Agent (as permitted by UHAC) based on the specific circumstances of the request. *Another example of where a request for waiver possibly would be approved is where the owner needs to go to another area to care for a sick relative for a short period (such as three months or less). A request for a waiver in order to move to another city to "try out" a new job for six months most likely would not be a basis for an approval.*

The Administrative Agent will determine the maximum rent based on the initial affordability pricing of the unit, and will select the tenant through Affirmative Marketing and random selection.

Other requests to rent units will be denied. These include requests from owners who would like to rent their home because they are unable to sell the unit for the full MRSP.

2. Request to Sell to a Higher Income Household

After an Affordable Unit has been for sale for over 90 days, the owner may request that it be sold to someone in a higher income level. The first factor the Administrative Agent will consider in reviewing these requests is how long it takes to sell a similar Affordable Unit in the current housing market. It is not unusual for an Affordable Unit to be offered for sale for six months or more before a qualified buyer is found. The waiver request will not be considered until the Affordable Unit has exceeded the "typical" time period it takes to sell a home under current market conditions.

Next, the Administrative Agent will review the sale price of the Affordable Unit. The inability to sell a unit for the MRSP shall not, in and of itself, be considered an appropriate reason for granting a waiver. The Administrative Agent will review the sale price of recent, comparable affordable homes and determine if the owner should consider lowering the price. The condition of the unit and whether the Seller has consented to show the Affordable Unit to interested applicants will be factored into this analysis.

If the home has been for sale longer than other Affordable Units typically take to sell with the sale price comparable to other sales, and the owner has shown the Affordable Unit to interested buyers, the waiver may be approved. This waiver will only apply to this sale, and the original income restriction will remain for future sales.

L. Requests for Improvements

The Administrative Agent will review requests to increase the MRSP of the Affordable Unit on the basis of capital improvements. Eligible capital improvements shall be an increase in the number of bedrooms.

Owners may make other improvements to their Affordable Units, and they are not required to request approval from the Administrative Agent. This includes improvements such as new countertops or flooring that do not increase the MRSP.

M. Transfer of Ownership to Non-Income Certified Owner

Under the following circumstances, ownership of an Affordable Unit can be transferred to another owner without the new owner being income certified. These circumstances include:

- Transfer of ownership between husband and wife;
- The transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; or
The transfer of ownership through an executor's deed to a Class A beneficiary (father, mother, grandparents, descendants, spouses, and, generally, civil union partners, or domestic partners).

This waiver will only apply to this sale, and the original income restriction will remain for future sales.

N. Enforcement

The guidelines for the enforcement of the affordable rules are outlined in *Chapter VIII*.

VI. Rental Program

The following is an overview of the process of filling a rental vacancy. See *New Rental Units* in *Chapter II* for a discussion of allowable fees and landlord-tenant selection criteria and *Chapter III* for a full discussion of management of the waiting list.

A. Filling Affordable Rental Vacancy

1. Landlord Notices of Vacancy

Landlords will notify the Administrative Agent when there will be a vacancy. Because of the Affirmative Marketing and income certification requirements, landlords will be advised that it may take up to two months to find a qualified tenant and longer if there is not high demand for a unit.

2. Calculating the Maximum Rent at Vacancy

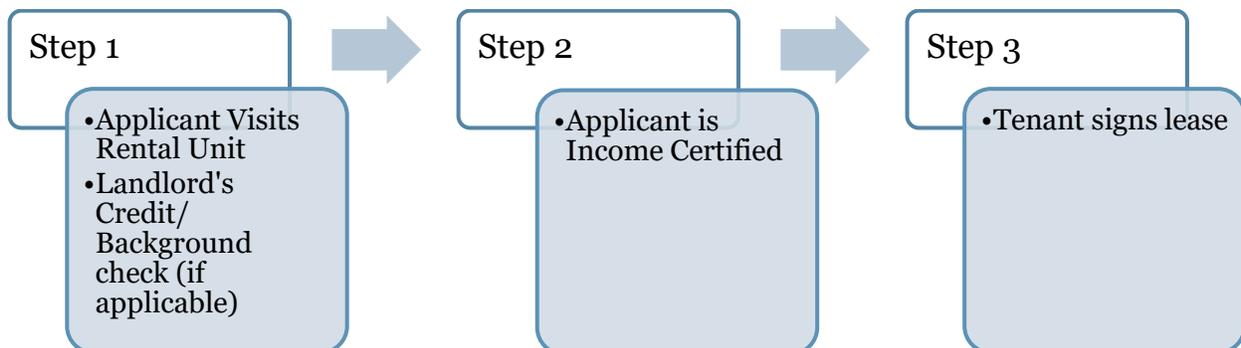
The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the State. See Appendix A for updated maximum annual rent increase. (Annual rental increases will be calculated even if the landlord did not take all permitted annual increases for the previous tenant.) At the landlord's discretion, the landlord can choose to rent the unit for less than the Maximum Rent determined by the Administrative Agent.

3. Referring Applicants to Landlord

The Affirmative Marketing process is outlined in *Chapter III* of this manual. After the next household on the waiting list passes the Administrative Agent's preliminary screen, the applicant is referred to the landlord to see the unit. If the applicant wants to rent the unit, they will complete the landlord's application and pay any required landlord fees. (See *New Rental Units* in *Chapter II* for discussion of fees and landlord-tenant selection criteria.)

If the landlord approves the applicant, the landlord will notify the Administrative Agent and the Administrative Agent will invite the applicant to submit a full application (*Figure 12*).

Figure 12: Rental Income Certification Process



4. Income Certification and Signing the Lease

After the applicant is fully income certified, the landlord will be notified that they may execute a lease with a tenant. *Co-signers* are permitted if allowed by landlord. Applicants who are separated and do not have settlement agreements are permitted to rent an Affordable Unit. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a division of assets signed by both parties.

A copy of the executed lease must be sent to Administrative Agent.

B. Lease Renewals

The Administrative Agent will calculate the allowable maximum rent each year based on the rental increase published by the State. The Administrative Agent will advise the landlord what the maximum amount of rent is and request the copy of the executed lease for the file. And, unlike some forms of Public Housing, the tenant's right to tenancy at the allowable rent does not vary with any increases or decreases in the tenant's income.

If the landlord chooses not to take the annual increase, the landlord may not take a larger increase the following year. *For example, if the landlord does not take the 2015 increase in 2015, they may not take the 2015 and 2016 increase the following year if the current tenant does not move out.*

Month-to-month leases are permitted. Additional fees for month-to-month leases are considered "optional fees." See discussion of optional fees in *Chapter II*.

Income certification of tenants is NOT required at the time of lease renewal. Upon leasing an Affordable Unit to a new tenant, the landlord will be permitted to lease at the allowable rent level permitted at that time.

C. Adding Additional Household Members to the Lease

The household composition of the rental household may change over time. The Affordable Housing rules do not prohibit the tenant from changing the number of household members on the lease following occupancy. However, all changes to the lease must be approved by the landlord.

However, an applicant cannot change their household composition after they submit the full application or immediately after they are income certified. The household members on the new tenant's lease must match the household members listed on the income certification. This is to prevent applicants from changing their household composition in order to qualify for an Affordable Unit.

D. Income Designation of Units Are Fixed

The income designation and pricing tier of units are fixed and cannot be changed during the affordability period for any reason. *For example, if Unit 301 is a 3 bedroom Low-Income Unit and unit 201 is a 3 bedroom Moderate-Income unit, the landlord CANNOT change Unit 201 into the Low- Income unit and unit 301 into the Moderate-Income unit.*

E. Evictions

If the affordable tenant fails to pay rent or violates the terms of the lease, the landlord may take action as permitted by New Jersey Landlord Tenant laws.

F. Enforcement

The guidelines for the enforcement of the rental rules are outlined in *Chapter VIII*.

VII. Appeals

If an applicant for affordable housing is determined to be ineligible by the Administrative Agent, the applicant may submit additional proof and request reconsideration. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility.

If a policy or decision regarding this program is appealed by an outside party, the Municipal Housing Liaison (a position established by Municipal Ordinance) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situations that the Municipal Housing Liaison is unable to resolve will be forwarded to the Executive Director of the Council on Affordable Housing (or its successor) for review.

VIII. Enforcement

The Municipality's Affordable Housing Ordinance provides specific guidelines in the event of breach of any of the guidelines governing the Affordable Units by an owner, developer, or tenant. Please refer to High Bridge Affordable Housing Ordinance Chapter 104-16 for the complete list of enforcement activities upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant. Some of these remedies may include, but are not limited to:

- Foreclosure;
- Tenant eviction;
- Municipal fines;
- A requirement for household recertification;
- Acceleration of all sums due under a mortgage;
- Recoupment of any funds from a sale in violation of the regulations;
- Injunctive relief to prevent further violation of the regulations; and
- Entry on the premises.

A. Written Notice

In accordance with the Municipality's Affordable Housing Ordinance, the Municipality will provide written notice of a violation to a household, developer or tenant of an Affordable Unit advising them of the violation and the related penalty for the violation. If the violation is not corrected within sixty (60) days after the written notice, the Municipality may take the actions outlined in this Chapter.

B. Penalties

The Municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the Affordable Unit. If the owner, developer, or tenant is found by the court to have violated any provision of the regulations governing Affordable Units, the owner, developer, or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- A fine of not more than \$1,000 or imprisonment for a period not to exceed 90 days, or both. Each day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
- In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing Affordable Units, payment into the Municipality's Affordable Housing Trust Fund of the gross amount of rent illegally collected; and
- In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

The Municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a

judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.

C. Sheriff Sale

Such judgment shall be enforceable, at the option of the Municipality, by means of an execution sale by the Sheriff, at which time the low- or moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Municipality fully, including attorneys' fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the Municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the Municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Affordable Housing Trust as established by the Municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

Foreclosure by the municipality due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as the same apply to the low- or moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the Affordable Unit.

The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- or moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the MRSP for which the low- or moderate-income unit could have been sold under the terms of the regulations governing Affordable Units. This excess shall be treated in the same

manner as the excess which would have been realized from an actual sale as previously described.

Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the MRSP of the low- or moderate-income unit as permitted by the regulations governing Affordable Units.

The owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions governing Affordable Units until such time as title is conveyed from the owner.

In the event that any provision in this Manual differs from the terms or penalties identified in the most current Affordable Housing Ordinance, then the Affordable Housing Ordinance (as may be from time to time modified, amended and/or revised by relevant New Jersey State laws and/or regulations) shall prevail. The invalidity or non-enforceability of any provision of this Manual in any respect shall not affect the validity or enforceability of any other provision of this Manual in any other respect.

GLOSSARY

“**Administrative Agent**” means the entity responsible for the administration of Affordable Units in accordance with the Municipality’s Affordable Housing Ordinance and as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

“**Affirmative marketing**” means a regional marketing strategy designed to attract buyers and/or renters of Affordable Units pursuant to N.J.A.C. 5:80-26.15.

“**Affordable**” means a sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“**Affordable housing**” means housing units restricted to income-eligible very-low, low and moderate income households.”

“**Affordable Housing Development**” means a development included in the Housing Element and Fair Share Plan, and includes but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent Affordable Housing development.

“**Affordable Housing Unit**” for the purposes of this manual means a housing unit proposed or created pursuant to the Fair Housing Act, for which credits are obtained pursuant to COAH regulations, and/or funded through an affordable housing trust fund.

“**Affordability Average**” means the average percentage of median income at which new restricted units in an Affordable Housing development are affordable to very low, low- and moderate-income households.

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

“**Age-Restricted Unit**” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“**Application**” means both the Preliminary Application and the Full Application submitted by an interested renter or potential homeowner for Affordable Units in the Municipality.

- “**Preliminary Application**” means the initial application submitted by all households that wish to express their interest in and be considered for Affordable Housing. This

Preliminary Application includes information about household income and composition in order to determine preliminary eligibility.

- **“Full Application”** means once an Affordable Unit appropriate for the Household (either to rent or buy) has been identified and the Household is nearing or next on the waiting list, the Household will be asked to submit a full application which requires that the income and household composition be updated and verified. The Administrative Agent will make a determination of the Household’s eligibility.

“Certified Household” means a Household that has been certified by an Administrative Agent as A Very Low, Low-Income or Moderate-Income Household.

“Closing Disclosure Form” means the form which in October 2015 replaced the commonly used HUD-1 Settlement Statement for residential real estate closings. The Closing Disclosure Form provides details about the mortgage loan selected by the buyer which includes the loan terms, projected monthly payments, and how much the buyer will pay in fees and other costs to obtain the mortgage (“closing costs”).

The lender is required to provide the Closing Disclosure Form to the buyer at least three business days before the closing on the mortgage loan. The Administrative Agent will review the Closing Disclosure Form to confirm that the sale price does not exceed the MRSP and that the buyer is not receiving cash back at closing.

“COAH” means the Council on Affordable Housing, or successor agency, which is in, but not of the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act “to have primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in this State” N.J.S.A. 52:27D-304 (a).

“Contract for Sale” means a legally binding agreement between a buyer and seller for the sale or transfer of real estate. See also, **“Purchase Agreement”**.

“CTM” means the online COAH Tracking and Monitoring system to which new units are added after initial sale or initial rental.

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

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

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

“Eligibility Period” means once the Full Application for an Affordable Unit has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week time frame, as the Household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any Household member in order to become eligible for Affordable Housing nor change the Household composition from what is listed on the Full Application. *For example, the applicant cannot add a member to their Household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* If the applicant does make changes during this Eligibility Period, the Household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or Household composition and will be assigned a new position on the waiting list.

“Fair Housing Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Full Application” (see **“Application”**).

“Housing Authority” means the Public Housing Agency which manages and operates publicly assisted units in the Municipality.

“Affordable Housing Ordinance” means that chapter or section of the municipal ordinance (the rules, regulations and codes enacted by a local government) addressing local affordable housing programs and procedures, as may be amended and supplemented.

“HOME Program” means the HUD funded HOME Investment Partnerships Program that provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

“Household” means, in accordance with HUD definitions and UHAC practice, the number of persons in the Affordable unit and not the size of the Affordable unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed 6/13/2016.
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/ See also UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.”

“Housing Region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA), as last defined by the United States Census Bureau.

“**HUD**” means the US Department of Housing and Urban Development. “**Interest Date**” means the date on which a Household submits its Preliminary Application thereby establishing its place on the priority list for consideration of Affordable Units.

“**LAD**” means the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., prohibits, among other discriminatory actions, discrimination when selling or renting property.

“**Low-income Household**” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

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

“**Market-rate units**” means housing not restricted to very low, low- and moderate-income households that may sell or rent at any price.

“**Maximum Restricted Sales Price**” or “**MSRP**” means the maximum sales price of restricted ownership units within each affordable development upon resale of the Affordable Unit in accordance with N.J.A.C. 5:80-26.3(e) which states that such units “shall be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. See Glossary for definition of “**Affordability Average.**” In achieving this Affordability Average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.” *For example, a two-bedroom moderate income unit originally sold for \$85,000 and another exactly similar unit originally sold for \$105,000. There always will be a disparate MSRP for resales of these two units. Both moderate income units are priced differently to reach different income levels of moderate income households.*

“**Median income**” means the median income by household size for the applicable housing region as adopted annually by COAH or a successor entity approved by the Court.

“**Moderate-income household**” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region [Region 1 for Hudson County].

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

“**Municipal Housing Liaison**” means a position established by ordinance of the Municipality where the individual as a part time or full time employee of the Municipality is responsible for the oversight and administration of the Affordable Housing program for the Municipality

“**PHA**” means Public Housing Authority. See below for definition.

“**PMI**” means private mortgage insurance. PMI is a type of mortgage insurance used with conventional loans. Like other kinds of mortgage insurance, PMI protects the lender (not the homebuyer) if the homebuyer stops making payments on the loan. PMI is arranged by the

lender and provided by private insurance companies. PMI is usually required when the homebuyer has a conventional loan and makes a down payment of less than 20 percent of the home's purchase price. PMI also is usually required when a homeowner is refinancing with a conventional loan and the owner's equity is less than 20 percent of the value of the home. <http://www.consumerfinance.gov/>, US Consumer Financial Protection Bureau, accessed August 10, 2016.

“Preliminary Application” (see **“Application”**).

“Public Housing” “Public Housing Authority” means those public housing units which are funded largely by governmental programs such as those administered by HUD programs which are owned, operated and managed by a public housing authority (**“PHA”**). As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units [.]” http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, HUD Website, accessed June 7, 2016.

“Purchase Agreement” means a not legally binding, “internal” COAH generated document between a buyer and seller of residential real estate to establish and ensure that the Affordable Unit will be affordable to the buyer. It stipulates such terms as the Maximum Restricted Sale Price (or Maximum Permitted Resale Price) of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit. (See **“Contract of Sale”**).

“Random selection process” means a process by which currently income-eligible households are selected for placement in Affordable Units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized Affordable Unit (e.g., by lottery).

“Redevelopment Plan” means a plan adopted by the Municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“Regional Asset Limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

If a Household (seeking to be certified for an Affordable Unit) owns a primary residence (with no mortgage on the property) valued at or above the regional asset limit as published annually by COAH, a Certificate of Eligibility will be denied unless the Applicant's existing monthly housing costs (including principal, interest, taxes homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 38 percent of the household's eligible monthly income. N.J.A.C. 5:80-26.16(b)(3).

“Regional Preference” means that in accordance with UHAC, municipalities may wish to give preference to applicant households that live or work in their COAH housing region. If so, the municipality must state this preference as part of its affordable housing ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in their COAH housing region. COAH divides New Jersey’s 21 counties into six housing regions as outlined on COAH’s Annual Regional Income Limits Chart.

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

“Restricted Unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (“UHORP”) or the Market Oriented Neighborhood Investment program (“MONI”) of the Agency.

“UHAC” means the Uniform Housing Affordability Controls adopted by the State of New Jersey and set forth in N.J.A.C. 5:80-26.1, et seq.

“Very Low-Income Household” means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

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

“Veterans Preference” means the municipality and Developer or residential development owner may enter into an agreement to provide a preference for affordable housing to very low, low and moderate income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. This provision is in accordance with N.J.S.A. 52:27D-311 (j). This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in this subsection, and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. After the 120 –day marketing period, veterans will continue to get preference over non-veterans, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage.

Appendix A: Annual Information Update

The following information is subject to change annually:

- Regional Maximum Income Limits
- Regional Asset Limits
- Annual Maximum Restricted Sale Price Increase
- Annual Maximum Rental Increase Amount

In order to keep this manual current, Appendix A will be revised annually with updated numbers upon their general availability. See next page for the most recent information.

Annual Information Update - Last Revised 06-2018

Region 3 Maximum Income Limits

Hunterdon, Middlesex and Somerset

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$22,659	\$37,765	\$60,424	\$75,530
1.5 Person*	\$24,278	\$40,463	\$64,740	\$80,925
2 Person	\$25,896	\$43,160	\$69,056	\$86,320
3 Person*	\$29,133	\$48,555	\$77,688	\$97,110
4 Person	\$32,370	\$53,950	\$86,320	\$107,900
4.5 Person*	\$33,665	\$56,108	\$89,773	\$112,216
5 Person	\$34,960	\$58,266	\$93,226	\$116,532
6 Person	\$37,549	\$62,582	\$100,131	\$125,164
7 Person	\$40,139	\$66,898	\$107,037	\$133,796
8+ Person	\$42,728	\$71,214	\$113,942	\$142,428

* 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).

Region 3 Regional Asset Limit:

\$205,458

Region 3 Maximum Restricted Sale Price Increase:

2.37%

Region 3 Maximum Rental Increase:

2.20%

BOROUGH OF HIGH BRIDGE

HOUSING REHABILITATION PROGRAM
(HBHRP)

OPERATING MANUAL

JUNE 2018

TABLE OF CONTENTS

Introduction	1
A. Purpose of High Bridge Housing Rehabilitation Program	
B. Fair Housing and Equal Housing Opportunities	
Section I. Eligible Participants.....	2
A. Categories of Participants	
B. Income Limits for Participation	
C. Target Neighborhood	
D. Certification of Substandard	
E. Ineligible Properties Requiring Extensive Repairs	
Section II. Available Benefits	3
A. Program Financing - Owner and Renter-Occupied Units	
B. Emergency Assistance Parameters	
C. Program Affordability Controls	
D. Owner-occupied Affordability Controls	
E. Renter-occupied Affordability Controls	
Section III. Eligible Property Improvements	5
A. Eligible Improvements	
B. Ineligible Improvements	
C. Rehabilitation Standards	
D. Certification of Standard	
Section IV. Overview of Administrative Procedures	6
A. Application/Interview	
B. Income Eligibility and Program Certification	
C. Housing Inspection/Substandard Certification	
D. Work Writeup and Cost Estimate	
E. Contractor Quoting Negotiations	
F. Contract Signing/Pre-Construction Conference	
G. Progress Inspections	
H. Change Orders	
I. Payment Schedule	
J. Appeal Process	
K. Final Inspection	
L. Recording Mortgage, Mortgage Note and Restricted Covenant	
M. Case Closing	
Section V. Procedure for Income-Eligibility Certification.....	10
A. Eligible Income & Ineligible Income	
B. Completion of Household Eligibility Determination Form	
C. Records Documenting Household Composition and Circumstances	
D. Verification Documentation Required	
E. Certification of Household Income Eligibility	

Section VI. Contractor Related Procedures	13
A. Standards for Contractor Selection	
B. Number of Quotes Required	
C. Contractor Requirements - Work Schedule and Agreement	
Section VII. Maintenance of Records and Client Files.....	13
A. Files To Be Maintained on Every Client	
B. Rehabilitation Log	
C. Monitoring Information	
Section VIII. Program Marketing	14
A. Marketing Methods	
B. Prioritization of Respondents	
Section IX. Rental Procedures	15
A. Fair Housing and Equal Housing Opportunity Requirements	
B. Overview of the Affordable Housing Administration Process for Rental Units	
C. Roles and Responsibilities	
D. Affirmative Marketing (Copy of Approved Affirmative Marketing Plan)	
E. Random Selection & Applicant Pool(s)	
F. Matching Households To Available Units	
G. Application Fees	
H. Maximum Monthly Payments	
I. Housing Counseling	
J. The Applicant Interview	
K. Approving or Rejecting a Household	
L. Basis for Dismissal of Applications	
M. Appeals	
N. Determining Affordable Rents	
O. Determining Rent Increases	
P. Application fees for Affordable Rental Units	
Q. Violations, Defaults and Remedies	
R. Maintenance of Records for Rental Program	
S. List Documents to be Filed	
T. Monitoring Information Required	
Section X. Subordination of Program Mortgages.....	27

Appendices

- A. Annual Regional Income Limits Chart
- B. Pre-Application for Rehabilitation Assistance
- C. Owner Occupant Loan Application Package
- D. Rental Rehabilitation Loan Application - owner
- E. Rental Rehabilitation Loan Application Tenant
- F. Case File Checklist
- G. Income Cover Sheet (Included in C)
- H. Owner Occupied Approval Letter
- I. Rental Property Eligibility Work Sheet
- J. Rental Approval Letter
- K. Certification of Substandard
- L. Borrower's Agreement
- M. Rental Borrower's Agreement
- N. Subordination Policy Instructions
- O. Sample Final Work Writeup and Cost Estimate
- P. Owners Acceptance of Work Writeup
- Q. Request for Rehabilitation Quote and Quote Announcement (Not Used)
- R. Quoting Procedures and Contractor Responsibilities (Not Used)
- S. Quote Acceptance Form (Not Used)
- T. General Contractor Application
- U. Quote Spread Sheet (Not Used)
- V. Notice to Proceed (Not Used)
- W. Construction Agreement
- X. Construction Agreement Addendum – Change Order Format
- Y. Right of Entry Document (Not Used)
- Z. Description of Work to be Performed (See O = Sample final Work Writeup)
- AA. Standard Specifications (Enterprise Foundation 1995. COAH Standard Specs 2007)
- BB. Mortgage
- CC. Mortgage Note
- DD. Rental Mortgage
- EE. Rental Mortgage Note
- FF. Deed Restriction for Rental Units – Affordable Housing Agreement – Rental Properties
- GG. Restrictive Covenant (not in COAH draft)
- HH. Change Order Authorization (See X above - Change Order Format)
- II. Contractor's Final Invoice, Release of Liens, and Warranty (Not Used)
- JJ. Homeowner's Statement of Satisfaction – Program Release of Payment template
- KK. Certification of Standard by Construction Code Official
- LL. Program Brochure (See B above-Pre-Application for Rehabilitation Assistance)
- MM. Program Flyer (See B above-Pre-Application for Rehabilitation Assistance)
- NN. List of Pre-Qualified Contractors (Not Used)
- For Rental Program**
- OO. Annual Illustrative Rents By Housing Region (Not currently available)
- PP. Affirmative Marketing Plan
- QQ. List of HUD-Certified Housing Counseling Agencies
- RR. Administrative Agent's fee schedule for rent-up and re-rental after vacancies (none)

INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of High Bridge Borough's Affordable Housing Rehabilitation Program. It will serve as a guide to the program staff and clients.

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

A. Purpose of the High Bridge Housing Rehabilitation Program

The purpose of the High Bridge Housing Rehabilitation Program (HBHRP) is to fulfill the rehabilitation portion of the Fair Housing obligations of High Bridge Borough under the NJ Fair Housing Act and the Borough's Housing Element and Fair Share Plan as submitted to and approved by the Superior Court.

B. 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 609-292-4605 or online at <http://www.nj.gov/oag/dcr/housing.html>

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Both owner-occupied and 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 (requiring repair or replacement of at least one, State-defined major system). Priority in multi-family properties is given to owner-occupants who are, themselves, low or moderate-income households. Mobile home units will also be eligible under special procedures outlined in this manual.

If a structure contains two or more units and an owner, who applies for program assistance and is income eligible, occupies one of the units, funding may be provided for the rehabilitation of the owner's unit but not the other unit(s) if income-eligible households do not occupy those units or the owner chooses not to include those units as affordable rental units in the Program. If the rehabilitation of the owner's unit includes items that benefit the unit(s) of the non-certified tenants, (such as the roof, a furnace serving 2+ units, an electric service serving 2+ units, a common entranceway to 2+ units, etc.) then the owner would have to agree to pay a proportional share of the cost of those repairs privately and in advance of the commencement of work.

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 tenant households occupy those units. If the rehabilitation of the rental units includes items that benefit the unit of the non-certified owner or other non-certified tenants, (such as the roof, a furnace serving 2+ units, an electric service serving 2+ units, a common entranceway to 2+ units, etc.) then the owner would have to agree to pay a proportional share of the cost of those repairs privately and in advance of the commencement of work.

If a structure contains two or more units and the owner is directly related to all of the tenants and those tenants have legal tenancy rights to their apartments for at least 10 years, and the owner and family tenant households are all found to be income eligible, then Program funding may be provided for the rehabilitation of all of the units.

Rent plus utilities in assisted rental units must not exceed current State guidelines for affordable rental units in Hunterdon County.

B. Income Limits for Participation

The occupants of the units assisted under the rehabilitation program must have incomes that fall within the income guidelines established for Hunterdon County by the State. These limits are revised annually as figures become available and the most current 2018 Income Limits can be found in Appendix A.

C. Program Target Area

This is a municipal-wide program. The rehabilitation property can be located anywhere within High Bridge Borough.

D. Certification of Substandard Property

Current or incipient property maintenance code violations will be determined by an inspection conducted by the Program Inspector. 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 and Central Air Conditioning unit(s)
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing 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)

E. Ineligible Properties

The municipality may disqualify a property if it does not require repair or replacement of a major system as defined in Section D, above. The municipality may also disqualify a property requiring excessive repairs to meet property maintenance standards. If the estimated or lowest quoted cost of repairs exceeds the maximum Program loan available (including hardship) or the applicant does not have the means to cover all of the repairs required to meet property maintenance standards, then the municipality may exclude the property from the program.

Additionally, if a property does not require a minimum of \$10,000 in rehabilitation work, the municipality may exclude the property from the program.

SECTION II. AVAILABLE BENEFITS

A. Program Financing

Up to \$10,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units, including mobile homes. A Program loan must include the repair or replacement of one of the home's major systems defined in Section I-D, above. Program rehabilitation loans will be 0% interest, deferred payment loans with no monthly payments. The loan principal is to be repaid only when the home is sold or title transferred.

If an owner-occupied or assisted rental housing unit is sold or title transferred for any reason within the 10-year period following the final inspection of and Release of Funds for its rehabilitation project, the principal amount of the loan, plus an administrative fee of \$1,000, shall be repaid by the borrower and used by the Borough to rehabilitate another housing unit. Repayment of the loan may be avoided if the unit is sold or title transferred to a low or moderate-income household at an affordable price pursuant to N.J.A.C. 5:97-9 and the procedures listed below under affordability controls and the buyer completes the standard income eligibility process, for a fee to be determined by the Borough, and executes a new Note and Mortgage loan repayment obligation.

The Borough may, at its discretion, provide up to an additional \$500 in hardship loan funds for a family whose home requires more than \$500 in essential repairs to basic systems and who does not have the means to pay for the extra cost above the \$10,000 normal maximum loan.

B. Emergency Assistance Parameters

Owners of units with code deficiencies that present a health or safety threat to their occupants as certified by the Borough Construction Official may receive expedited treatment under this program. The applicant requiring emergency assistance may be served immediately, regardless of their place on the Waiting List. Income eligibility guidelines will be observed, but the development of contractor quotes may be expedited by having a single contractor familiar with the program present at the initial property inspection and, with the client's permission, allowing for the emergency work to be contracted for on a single quote basis.

Program Affordability Controls

Ten-year controls on affordability on both owner-occupied units and rental units are required by the State and will be reflected in the appropriate Program documents.

Owner income will not be reexamined at any time after Program completion. Renter income needs to meet State income guidelines at time of lease of an affordable unit.

Owners who pass title to their property for a nominal fee to a related household who, before closing, agrees to submit the required documentation to demonstrate Program income eligibility and whose income is determined to make them eligible for High Bridge Housing Rehabilitation Program assistance, need not repay the loan if the now income-eligible household accepting title also executes a new program Note and Mortgage accepting liability for the existing Program lien, allowing the Borough to agree to postpone collecting the loan and allow the new affordable owner to assume the deferred payment loan and postpone payment until that person passes title to the next owner. The Borough will assess the new owner a \$500 fee for the required income eligibility assessment.

C. Owner-occupied Affordability Controls

On owner-occupied units, the controls on affordability will be in the form of a lien filed on the property's deed.

Additional condition for assisted mobile homes - In order to prevent the movement or relocation of a mobile home without prior consent of the HBHRP during the period of affordability controls, each mobile home assisted by the HBHRP that has a trailer hitch will receive a locking mechanism on the home's trailer hitch. Information on how to have the lock removed will be engraved on the lock. At the end of the affordability control period, a representative of the Borough will remove the lock.

D. Renter-occupied Affordability Controls

For rental units, the controls on affordability shall be in the form of a deed restriction and will also include a lien. Occupied units can be rehabilitated only if the occupant household demonstrates that they are eligible for affordable housing assistance. If a rental unit is vacant during 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. Rents in rehabilitated units may increase annually based on the standards in Appendix A. It shall be required that the initial rent-up and/or the re-rental(s) of assisted affordable rental units during the term of renter-occupied affordability controls be done through the Borough or its designated Program Administrative Agent. The Administrative Agent will implement the Affirmative Fair Marketing, maintain the pool of interested tenants, conduct the lotteries to determine priority, complete applicant income certifications, assign waiting list households to units that become available based on household size, and assign the maximum rent allowable for the assigned client tenant.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repair or replacement of building systems necessary to bring a unit into compliance with the municipal property maintenance code, as well as any other repairs of incipient property maintenance code violations of major systems, as well as related cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating and air conditioning units
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing 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)

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 (including decks whose steps provide a safety exit from the house to the ground)
- Porch repair (Where the porch is part of an entrance/exit from the unit)
- Wall surface repair
- Painting
- Damaged Carpet or flooring replacement
- Exterior rain carrying system repair
- Handicap accessibility improvements, interior and exterior

None of the housing rehabilitation funds may be used for remodeling or upgrading the home of a client. Eligible work includes only the repair or replacement of existing elements in the home or apartment.

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to higher than mid-grade fixtures, appliances and materials, improvements which are strictly cosmetic, tile work, remodeling, alterations, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (decks, patios, detached garage, shed, barn, etc.), furnishings, pools, sidewalks, driveways, retaining walls 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 not be considered complete before the date of final approval pursuant to the Uniform Construction Code.

Improvements approved under the Program shall be based on the cost of mid-grade fixtures, appliances and materials. No upgrades from this standard shall be allowed.

D. Certification of Standard

All work done in a participating unit must be in compliance with the standards of the property maintenance code upon issuance of a certificate of completion or occupancy. The Program Inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Preapplication and full Application

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

Municipal website - <https://highbridge.org>
Municipal Building - 97 West Main Street.
High Bridge Library - 71 Main St.

Preapplications will be added to the Program Waiting List in the chronological order in which they are received and applicants will be invited into the program, sufficient funding being available, in that same order.

When the turn of an applicant on the Waiting List is reached, a full loan application package will be mailed to the applicant. Program staff will assist clients in completing the required loan application documentation. Applicants for rental rehabilitation funding must provide evidence of the income eligibility of the occupants of the units (if occupied).

B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below. Client data confidentiality will be maintained at all stages of the Program.

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

- Copy of the deed to the property.
- Proof that all mortgage(s) payments are current and that mortgage principal outstanding is not currently greater than the value of the property.
- Proof that property taxes and all municipal utility bills are paid current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If, after review of the income documentation submitted, an applicant 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 the applicant's or any tenants' income exceeds the adopted income limits. An applicant may also be ineligible if it is determined that the outstanding mortgage debt on the property exceeds the current value of the property.

After the submission of all required loan application documents has substantiated that the occupant is income-eligible, an Eligibility Certification letter will be sent to the client.

Eligibility will remain valid for six months. If the client has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the client will be required to reapply for certification. Under extenuating circumstances, a waiver may be granted by the Borough to extend the eligibility period.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will make an appointment to inspect the entire residential property with the owner.

The program inspector will inspect the house, take photographs, and certify that at least one major system is substandard in each unit to be rehabilitated. All other required and eligible repairs would be identified.

If, after review of the property documentation submitted and the inspection report and/or work Writeup, a client'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:

- Property does not need sufficient repairs to meet eligibility requirements.
- Property is in such disrepair that the program cannot bring it up to code standard.
- Total mortgage debt on the property exceeds the current value of the property.
- Real estate taxes or utility taxes are in arrears.
- Proof of property insurance not submitted.
- Property is in foreclosure.

The owner of any property requiring structural repairs must secure and pay for Borough-approved engineering and/or architectural plans for the structural repairs required. The Program will not be responsible for analyzing, designing or authorizing structural repairs to a property.

Failure to provide the Program with Borough-approved engineering and/or architectural plans for the structural repairs required may make the property ineligible for the Program.

If, after completing the inspection, a client's property is determined to be eligible, the Program Inspector will then complete the Initial Writeup.

D. Initial Writeup

The program staff will next prepare an Initial Writeup and cost estimate. This Initial Writeup 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 work methods and materials to be used. The program staff will submit the Initial Writeup to the property owner for their review and required written approval. Changes to the Initial Writeup can be requested by the homeowner and made by the Program prior to the Homeowner providing written approval. Once a homeowner provides the required written approval of an Initial Writeup, no further changes to the case Writeup can be made.

E. Contractor Quoting Procedures

After the unit and the unit occupant have been certified as eligible, and the owner has provided written approval of the Initial Writeup, the program staff will solicit competitive quotes from at least two general home improvement contractors. The program staff will then review these quotes and inform the homeowner of the results. The contractor submitting the lowest responsible quote shall then be selected for the job. If the property owner wishes to use a contractor other than the lowest responsible quoter, the Program shall set the Program loan at the price of the low quote and the property owner shall pay the difference between the lower quote price and the quote price of the selected contractor. The payment of any Homeowner share must occur prior to the commencement of work.

If the low quote is higher than the \$10,000 maximum program loan amount, the homeowner can choose to either eliminate non-essential items from the Writeup that brings the low quote to the \$10,000 maximum or pay any excess amount over the \$10,000 from their own resources. The payment of any Homeowner share must occur prior to the commencement of work.

Homeowners will be notified starting early in the income certification process that they are welcome to contact general contractors of their choice who would be willing to work within the program guidelines to submit a quote on their job. It shall be a policy of the program to encourage the participation of all interested qualified home improvement general contractors, especially local contractors. However the Program must pre-approve a contractor prior to their being invited to submit a quote.

F. Contract Signing/Pre-Construction Conference

The Contractor Agreement will be prepared by the program staff, as well as the Note, Mortgage and Deferred Loan Agreement covering all the required terms and conditions. The program staff will then call a Loan Closing/Contract Signing/Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Mortgage and Mortgage Note, and Deferred Loan Agreement (owners of rental units will also sign the restrictive covenants called for under the program). Loans to owners of mobile homes will be secured by a New Jersey Department of Motor Vehicles lien. The property owner, program staff representative, and contractor will execute the appropriate documents and copies will be provided to the homeowner, as appropriate. A staff member will outline project procedures to which property owner and contractor must adhere. The Contractors Agreement will generally authorize that the work be totally completed within ninety (90) days from the contract execution date.

G. Progress Inspections

The program staff will respond to owner or contractor issues raised during the course of construction including making inspections, as needed, to monitor the progress of property improvements and resolve disputes. It is the contractor's responsibility to obtain all necessary construction permits in compliance with New Jersey Uniform Construction Code (NJ UCC), to notify the Building Inspector before closing up walls on plumbing and electrical improvements, and to schedule and pass all required final NJ UCC inspections prior to the final inspection by the Program inspector. It is the owner's responsibility to notify the program if there are any unresolved issues with the contractor.

H. 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 Inspector will consult with the contractor and homeowner and, once all 3 parties are in agreement on scope of additional work and price, approve a change order for the work to be done, along with the homeowner. Additionally, if the additional cost is to be paid by a larger Program loan, new loan documents will be executed reflecting the increase.

I. Payment Schedule

The contract will allow for only one lump sum payment to the contractor at the completion and final inspection of the project.

The contractor will submit a payment request to Program Staff along with all final NJ UCC final approvals. The Program Inspector and the client will sign a Release of Funds (payment approval) if both the client and program inspector are satisfied with the work performed and all final NJ UCC municipal inspections have been completed. The municipality will then release payment to the contractor.

J. Conflict Resolution

If a client does not approve a payment that the Program Inspector has approved, the decision of the Program Inspector will be binding on both the client and the contractor, as will have been indicated in the program documents signed by the Homeowner

K. Final Inspection

Upon notification by the contractor that all work is complete a final inspection shall be conducted and photographs taken. The contractor shall be present at the final inspection to agree to complete any final punch list items that may remain expeditiously. Where punch list items are identified, a subsequent Final Inspection will be required.

L. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant (for rental projects) and the Program Mortgage with the County Clerk. In the case of mobile homes, the Program will forward a NJ Department of Motor Vehicles lien application along with the home's original title. The NJDMV will create a new title that lists the Program as a lien holder on the title.

M. File Closing - Client Confidentiality

After the final payment is made and all necessary documents are recorded, the client's file will be closed by the program staff. All client files will be held by the Program Coordinator until the municipality requests that they be transferred to the Borough Municipal Housing Liaison. Client confidentiality will be maintained at all stages of the Program.

SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete Household Income Eligibility Determination Forms

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. 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 most recent consecutive pay stubs, including bonuses, overtime or tips, or a certified letter from each employer stating the present annual income figure or if self-employed, a current certified business Profit & Loss Statement and Balance Sheet prepared and certified by a Certified Public Accountant (CPA).
- Copies of Federal and State income tax returns for each of the preceding three years.
- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI – Current award letter or agency award confirmation notice
 - Unemployment – 4 most recent Unemployment Benefits receipts
 - Welfare - Temporary Assistance for Needy Families (TANF) - current award letter
 - Disability - Worker's compensation letter
 - Pension income (monthly or annually) – a pension letter or recent statement
- A letter or appropriate documentation form verifying any other regular sources of income claimed by the applicant, such as family transfers, alimony or child support.
- Current reports of savings and checking accounts (bank statement and passbook copies) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds. For brokerage accounts – most recent statements.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Signed Federal and State tax returns for each of the preceding three tax years and proof of ownership share of profits and other income.
- 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.

All required income certification documentation must be submitted no later than 21 days from the date that the full loan application packet is mailed to the applicant. After 21 days, the applicant's loan application will be put on a "hold" status. Applicants wishing to complete their loan applications after the 21-day period expires will be reconsidered on a case-by-case basis, available funding considered. The program may grant extensions to the 21 day deadline for income certification documentation on a case-by-case basis, as warranted.

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.

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. Temporary Assistance for Needy Families (TANF)
8. 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 and reasonable property management expenses as reported to the Internal Revenue Service.
13. 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 persons 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 weekly/monthly 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 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.

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 Program Administrator should determine the imputed interest from the value of the property. The Program Administrator 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.

NOTE: There is no asset test for a rehabilitation program.

SECTION VI. 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. If the contractor is listed on any online sites that allow for client feedback, those sites may also be consulted. Any contractor found to have poor workmanship or poor customer relations skills will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least \$500,000 per occurrence per the current NJ Contractor's Registration Act. Only licensed tradesmen will be permitted to perform specialty subcontractor work such as plumbing, heating and electrical. A NJ Home Improvement Contractors registration is required.

B. Number of Proposals Required

Quotes will be received from a minimum of two pre-approved general contractors. Property owners may not select contractors who have not agreed to be pre-approved or who do not meet the criteria for pre-approval. The approved work Writeup will be submitted to the selected contractors by the program staff. The contract will be awarded to the lowest quoter. If the property owner wishes to use a contractor other than the lowest responsible quoter, the Program shall set the Program loan at the price of the low quote and the property owner shall pay the difference between the lower quote price and the quote price of the selected contractor. The payment of any Homeowner share must occur prior to the commencement of work.

SECTION VII. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Client

The program staff will maintain paper and/or digital 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:

- Preapplication Form
- Tenant Information Form (Rental Units Only)
- Copy of property deed and insurance certification
- Income verification materials
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of clients approved for the program will also contain the following additional documentation:

- Housing Inspection Report and Initial Writeup
- Property owner approval of Initial Writeup.
- Approved Initial Writeup, Closing Writeup with prices, Final Writeup with final prices
- Client Contractor Agreement
- Note, Recorded Mortgage, and Deferred Loan Agreement
- Copies of All Required Permits
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion

Individual case files will be maintained throughout the process and submitted to the municipality upon termination of the program.

C. Rehabilitation Log

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

A. Monitoring

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

- Street Address
- Case No.
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds Expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of affordability controls (10 yrs)
- Affordability controls removed

SECTION VIII. PROGRAM MARKETING

For the term of the program, the municipality may include flyers once a year with the tax bills, water bills, municipal newsletter or other regular municipal mailing to all property owners. Program information will be available at the Municipal Building at the municipal Library, and on the municipal website.

SECTION IX. RENTAL PROCEDURES

Once rental units are rehabilitated and ready for occupancy, or at turnover, the units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq.

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 609-292-4605 or online at <http://www.nj.gov/oag/dcr/housing.html>

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

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be a nonprofit agency, State agency or consultant that may administer the rehabilitation program within the municipality.
- 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 a specific period of time, for example, 30 to 90 days. At the end of this time period these applications will be segregated by bedroom size eligibility and each bedroom-size pool will be prioritized through a randomly selection lottery.
- The Administrative Agent informally pre-qualifies applicants in the applicant pool for income eligibility based on self-reported data, and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- When a low or moderate-income unit of a certain bedroom size becomes available, the Administrative Agent will interview the applicant households next on the appropriate prioritized list and proceed with the income qualification process. The verification documentation will be the same as is required for an owner occupied unit. (Section V)
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Certified households that are approved for a rental affordable housing unit will sign Appendix K and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the developer, affordable housing sponsor 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.

A. 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 Affordable Housing Attorney, where appropriate (see the section Responsibilities of the Municipal Affordable Housing 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 income 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, the developer, affordable housing sponsor or owner could be 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 be 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 new income limits are adopted, 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, Recapture Mortgages, Recapture Mortgage Notes and Appendix J and K of UHAC.

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 AFFORDABLE HOUSING ATTORNEY

The Municipal Affordable Housing 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.

C. Affirmative Marketing

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units, both initial rent-ups and the re-rental of vacant affordable rental units, are required to be affirmatively marketed using the municipality's Affirmative Marketing Plan. (See Appendix PP) 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.

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 for initial rent-up and re-rental of affordable units 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

REGIONAL PREFERENCE

High Bridge Borough has by ordinance provided that households that live or work in NJ AFFORDABLE Housing Region 3 comprised of the following counties - Hunterdon, Middlesex and Somerset - 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.

IMPLEMENTATION OF THE AFFIRMATIVE MARKETING PLAN

The affirmative marketing process for the initial rental of affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the municipality shall undertake all of the strategies outlined in the municipality's 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 sold. 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.

The affirmative marketing process for the re-rental of vacant affordable units shall be an ongoing process, with advertising occurring any time the waiting list of applicants falls below what is determined to be sufficient applicants to satisfy a one-year demand for vacated affordable units.

An applicant pool will be maintained by the municipality or 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)**.

D. 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.

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 should also be invited to attend the lottery.

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

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).

Applications, by required bedroom size, are reviewed for income-eligibility in accordance with their lottery pool priority until all units of a given bedroom number have been occupied. 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.

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed. Two years of turnover is a recommended standard.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

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 of their current unit 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.

E. Application Fees

The Municipality charges no application fee for the determination of eligibility for affordable rental units.

F. 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.

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 included on NJ-DCA Local Planning Services website and is available from the Administrative Agent.

G. 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, email 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.

H. 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.

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 re-verified.

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

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.

I. 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 fails to verify attendance in a credit counseling program when required to do so by the program rules.
10. The applicant does not respond to periodic update inquiry in a timely fashion.
11. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
12. The applicant, once approved, fails to sign the lease in a timely manner.
13. 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 poor credit and two years where the applicant has been withdrawn for fraud, 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.

J. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Borough Municipal Housing Liaison, 97 West Main Street., High Bridge NJ 08829. The Borough Municipal Housing Liaison's written decision, which shall be made within 30 days of receipt of an appeal, shall be final.

K. Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the DCA calculators located at DCA Local Planning Service website.

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 sales prices and rents are based on the 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.

Size of Unit	Household Size Used to Determine Max Rent
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 13 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 30 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. Calculation of the affordability average is available on the DCA Local Planning Service's website.

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.

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. 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.

L. Application Fees for Affordable Rental Units

Application fees, if any, will be set by the Borough and communicated to applicants through the Affirmative Marketing Program and to applicants directly in their application packets.

M. Violations, Defaults and Remedies

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner of a rental development, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable units by an Owner of a rental development, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

N. Maintenance of Records for Rental Program

The following

<input type="checkbox"/>	UP-TO-DATE OPERATING MANUAL	Comments
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	Sample Forms and Letters	
AFFIRMATIVE MARKETING		
<input type="checkbox"/>	Copies of Display Ads	
<input type="checkbox"/>	Copies of PSA Requests	
<input type="checkbox"/>	Copies of Marketing Requests	
RANDOM SELECTION		
<input type="checkbox"/>	Log of Applications Received	
<input type="checkbox"/>	Log of Random Selection Results	
<input type="checkbox"/>	Database of Referrals	
MAINTENANCE OF RECORDS		
Files To Be Maintained on Every Client		
<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	
Files To Be Maintained on Every Rental Unit		
<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	
<input type="checkbox"/>	all present tenants, pertinent correspondence	
<input type="checkbox"/>	Copy of lease	
<input type="checkbox"/>	Appendix K	
Files To Be Maintained on Every Property		
<input type="checkbox"/>	Deed	
<input type="checkbox"/>	Appendices J and K	

SECTION X. SUBORDINATION OF PROGRAM MORTGAGES

It will be the policy of the High Bridge Housing Rehabilitation Program to consider subordination of program mortgages to homeowner refinancing initiatives if the criteria in this section are met and all procedures in this section are followed. There will be a \$400 non-refundable Subordination application fee be paid at the time of application, as well as a \$200 Subordination Recording Fee check which is refundable if the Homeowner's attorney completes the recording of the Subordination and returns the recorded subordination to the Borough.

When a homeowner who is participating in the program is attempting to refinance his or her home or to obtain a mortgage equity loan or Reverse Mortgage using their property as collateral and the financing source requires that the HBHRP mortgage be subordinated to the new mortgage, the following procedures will be followed:

Approval Criteria:

1. After refinancing with a fixed amount mortgage, the total amount of mortgage debt is less than 80% of the current appraised value of the property as determined and documented by the financial institution providing the new financing.
2. After refinancing with a reverse mortgage, the total amount of net equity projected to be available in the property when the youngest borrower reaches 90 years of age, as tabulated on an amortization schedule that assumes an average 1.5% annual average property value increase, to be at least double the outstanding amount of the debt to the Borough under the Program.
3. Property tax payments and any other municipal liens on the property are current.

Approval procedures:

1. The Borough Municipal Housing Liaison or their designee receives a completed Borough application for subordination approval from the homeowner that invites the Borough to inspect the subject property for violations, reaffirms the owner's obligation to repay the HBHRP Program loan to the Borough (date and amount of loan), and includes a check for the Subordination Application fee(s), and includes the following attachments:
 - a. Letter from the new source of financing offering the new financing to the homeowner, including the amount of the new loan and all terms of said financing and having the specific subordination documentation that they wish the Borough to execute and record attached. The proposed closing documents for the new financing must explicitly include adequate language recognizing that junior liens are permissible and will not cause a default.
 - b. A statement from Borough Treasurer that all taxes are paid current
 - c. A current appraisal of property or such other measure of current value as has been utilized by the new source of financing in making their determination to offer their financing.
 - d. A draft of the subordination language acceptable to the lender, for Borough review and approval. (Also see Part 1-a, above)

2. The Borough Municipal Housing Liaison or their designee receives at least 10 days written notice of closing including a copy of proposed closing statement.

3. The Borough Municipal Housing Liaison or their designee either forwards the executed subordination documentation to the Homeowner or participates in the closing with said documentation. The Program lists itself as the party to whom the recorded Subordination documentation is returned after recording.

4. Homeowner presents Borough Municipal Housing Liaison with proof that closing has occurred and subordination documentation recorded, including executed copies of the new mortgage obtained through the refinancing. Check for Subordination Recording Fee is refunded.

Subordination Application Fee Schedule:

1. Subordination Application Fee (non-refundable)	\$400.00
2. Subordination Recording Fee (refundable)	\$200.00
<hr/>	
Total Subordination Application Fees:	\$600.00

2018 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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***		Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	2.2%	5.52%	\$175,679
	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940			
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963			
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978			
Region 2 Essex, Morris, Union and Warren	Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	2.2%	1.22%	\$182,955
	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705			
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940			
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	2.2%	2.37%	\$205,458
	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942			
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214			
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728			
Region 4 Mercer, Monmouth and Ocean	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956	2.2%	5.19%	\$186,616
	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765			
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478			
	Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287			
Region 5 Burlington, Camden and Gloucester	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	2.2%	5.05%	\$161,977
	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294			
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684			
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	2.2%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

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). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (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, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. 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 Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

High Bridge Housing Rehabilitation Program (HBHRP)

ATTENTION BOROUGH HOMEOWNERS

YOU MAY BE ELIGIBLE FOR A \$10,000 INTEREST FREE HOME IMPROVEMENT LOAN WITH NO MONTHLY PAYMENTS

(Loan is at is repaid only when your house is sold)

MONEY MAY BE USED FOR NECESSARY REPAIR OR REPLACEMENT OF:

Roofs & Gutters	Heating Systems
Doors & Windows	Electrical Systems
Indoor Plumbing	Painting or Siding
Insulation	Structural Problems

FAMILIES MUST OWN THEIR HOME.

TOTAL FAMILY INCOME MUST BE WITHIN THESE LIMITS:

Persons in Household	1	2	3	4	5	6	7	8+
Maximum Income	\$50,878	\$58,146	\$65,414	\$72,682	\$78,497	\$84,311	\$90,126	\$95,940

Just fill out this Preliminary Application as soon as possible and bring it or mail it to:
High Bridge Housing Rehabilitation Program (HBHRP)
Municipal Building, 97 West Main Street
High Bridge, NJ 08829

Preliminary Applications are processed on a first come, first served basis

Name: _____ Home phone # _____
Street Address: _____ Work Cell phone # _____
Type of home: Single Duplex 3+ Email _____
Name(s) on Deed (1) _____ (2) _____
Total # of persons in your household _____ 2017 Total Family Income \$ _____
Our Gross Family Income is below the maximum on the chart above. Yes No
The total of all liens on this property is less than its current value. Yes No

For additional information, call HBHRP Coordinator, Steve Weinberg, at - 732-485-0756.

I/we certify that all information on this preapplication is true and correct to the best of my/our knowledge. I/we understand that any willful misstatement of material fact may be grounds for disqualification.

Applicant Signature _____ Date _____

Co-Applicant signature _____

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

TENANT	UNIT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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	_____
Total	_____

PERSONAL

Bank Accounts:	Name of Institution	Balance
Checking:	_____	_____
Savings:	_____	_____
Other:	_____	_____
Other:	_____	_____

REPAIRS

Please list the type of repairs that you feel this property is in need of:

Include the following documentation with your application. Failure to complete any item or return requested information may cause rejection of your application.

- Copy of Deed and current Mortgage(s),
- Fire and Liability Insurance.
- Copy of Real Estate Tax Bill,
- Water and Sewer Bill.
- Proof of owner's share;
- Property account bank statement,
- Property account credit line, etc.
- Proof of current mortgage and amount.
- Current copies of all utilities paid by landlord.

In order to participate in the _____ of _____ Home Improvement Program only those units that are occupied by low-moderate income tenants will qualify. 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 State Affordable Housing Guidelines. I agree to submit annual reports to the _____ regarding changes in tenancy.

I agree to provide 50% of the total eligible construction costs and will deposit these funds with the _____ at the time of the loan closing. Projects which can not be brought up to the Municipal Property Maintenance Code within the program's funding and projects which do not require a minimum of \$8,000 in major systems repair 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.

Signature of Owner

Date

Signature of Owner

Date

High Bridge Housing Rehabilitation Program Tenant Application - Rental Rehab Loan Assistance

NAME OF HEAD OF HOUSEHOLD _____ AGE: _____

SPOUSE: _____ AGE: _____

ADDRESS: _____

PHONE: _____

Name and age of others living in household:

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

Name	Amount Per Month	Source

See Over

Your landlord is making an application to the Borough of High Bridge Housing 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.

Tenant Application Certification

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

Signature of Tenant

Date

Signature of Tenant

Date

Borough of High Bridge HOUSING REHABILITATION PROGRAM

Case File Tracking Form

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE/ACTION MAILED/REQUESTED</u>	<u>RECEIVED/ COMPLETED</u>
GENERAL:			
1.	Case File Tracking Form	_____	_____
2.	Record Memorandum	_____	_____
3.	Pre -Application	_____	_____
4.	Notice of Ineligibility - Pre-Application	_____	_____
5.	Eligibility Determination Worksheet	_____	_____
APPLICATION INTAKE MEETING:			
6.	Application Intake Meeting Notice	_____	_____
6a.	Income Certification Checklist	_____	_____
7.	Loan Application	_____	_____
8.	Acknowledgments & Insp. Sign-off	_____	_____
9.	Lead Paint Notice	_____	_____
10.	Financial Privacy Act Notice	_____	_____
11.	Notice of Missing Documentation	_____	_____
12.	Notice of Termination - Missing Documents	_____	_____
13.	Notice of Termination - Income Ineligible	_____	_____
14.	Notice of Preliminary Income Eligibility	_____	_____
15.	Notice Pending Termination - Unpaid Taxes	_____	_____
FLOOD ZONE REVIEW:			
17.	Flood Zone Review Checklist	_____	_____
18.	Notice of Pending Term. -Flood Ins.	_____	_____

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE/ACTION MAILED/REQUESTED</u>	<u>RECEIVED/ COMPLETED</u>
COMPREHENSIVE & ELECTRICAL INSPECTION:			
19.	Comprehensive Property Inspection	_____	_____
	A. Work Specification/Cost Estimate		
20.	Work Write-up Packet	_____	_____
	A. Notice to Homeowner to Review		
QUOTE SOLICITATION:			
21.	Proposal Package to Contractors:		
	a. Instructions to Quoters	_____	_____
	b. Proof of Property Inspection form	_____	_____
	c. Non-Collusion Statement	_____	_____
	d. Insurance Liability Affidavit	_____	_____
	e. State of NJ Sales Tax form	_____	_____
	f. Rehab Quote form	_____	_____
	g. Stockholders Disclosure Statement	_____	_____
22.	Notice to Homeowner	_____	_____
AWARD CONTRACT:			
23.	Quote Summary	_____	_____
24.	Contractor Selection	_____	_____
	A. Homeowner choice	_____	_____
	B. Low quote is above max subsidy	_____	_____
25.	Contractor Certification of Work (Quote 15% below Cost Estimate)	_____	_____
26.	Contract Award		
	a. Notice of Award	_____	_____
	b. Notice quote rejection	_____	_____

**FORM
NUMBER**

DESCRIPTION

**DATE/ACTION
MAILED/REQUESTED**

**RECEIVED/
COMPLETED**

PRE-CONSTRUCTION MEETING/AGREEMENTS:

- 27. Pre-construction Meeting Notice
 - a. Homeowner _____
 - b. Contractor _____
- 28. Record of Attendance _____
- 29. Making the Best of the Construction Process _____

LEGAL DOCUMENTS TO BE SIGNED:

- 30. Deferred Loan Agreement _____
- 31. Mortgage _____
- 32. Mortgage Note _____
- 33. Construction Contract _____

CONSTRUCTION PHASE and PROJECT CLOSE OUT:

- 34. Notice to Proceed _____
- 35. Progress and Final Inspection forms _____
- 36. Release of Payments _____
- 37. Change Orders
 - a. Change Order Acknowledgment _____
 - b. Change order request form _____
 - c. Modified Deferred Loan Agreement _____
 - d. Modified Mortgage and Mortgage Note _____
- 38. Contractor Certification (liens/warranty) _____
- 39. Homeowner Release Form _____

High Bridge Housing Rehabilitation Program OWNER-OCCUPIED APPROVAL LETTER

Date

Case No.

Applicant (Homeowner)

Address of Applicant

I am pleased to announce that your application for a High Bridge Housing Rehabilitation Program Loan has been approved. The loan will be a 0% deferred payment loan due when title to the property changes.

If transfer of title takes place and the recipient is a beneficiary then the loan may be continued if said beneficiary applies for and qualifies under the income guidelines. You will not be charged interest nor will you be obligated to make any monthly payments. The loan cannot exceed \$10,000.00.

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. Only work necessary for the property to meet Municipal Property Maintenance Code will be listed
- 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, Construction Agreement, and Proceed Order.
- The contractor will be given 60 days to complete all the work. He will be paid when the job is complete and has been satisfactorily inspected by the local code official(s) and the Rehabilitation Specialist.

I look forward to proceeding with your project. Should you have any questions please contact me at (____) _____.

Sincerely,

Program Administrator

High Bridge Housing Rehabilitation Program Rental Property Eligibility Worksheet

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

High Bridge Housing Rehabilitation Program Rental Owner Approval Letter

Re: _____ of _____ Housing Rehabilitation Program Loan Application

Case No. _____

Dear _____:

I am pleased to announce that your application for a Borough of High Bridge Housing Rehabilitation Program 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 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. **You will be required to provide 50% of the total eligible construction costs that will be placed in escrow until the work is completed and inspected.** Based upon the tenant information that you provided the following units will be eligible for repair:

Unit No.	Tenant Name	Base Rent

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 60 days to complete all the work. He will be paid when the job is complete and has been satisfactorily inspected by the local code official(s) and the Program Inspector.

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 732-485-0756.

Sincerely,

Program Administrator

Borough of High Bridge Housing 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:

Plumbing _____ Yes _____ No

Heating _____ Yes _____ No

Roofing _____ Yes _____ No

Electrical _____ Yes _____ No

Major Structural _____ Yes _____ No

Construction Official/Program Inspector

DEFERRED LOAN AGREEMENT

THE BOROUGH OF HIGH BRIDGE HOUSING REHABILITATION PROGRAM

THIS AGREEMENT, made this **9th** day of **July**, 2018 between **THE BOROUGH OF HIGH BRIDGE** (hereinafter referred to as "**Borough**") and **Steven Weinberg** (hereinafter referred to as "**Owner**") whose principal address is **27 Apple Ln.**, in the Borough of High Bridge, County of Hunterdon, and the State of New Jersey.

WHEREAS, the Borough has instituted a Development Fee Ordinance in order to fund the Borough of High Bridge Housing Rehabilitation Program (HBHRP); and

WHEREAS, The Borough has authorized HBHRP to administer said program; and

WHEREAS, the Owner has submitted an application to the Borough of High Bridge Housing Rehabilitation Program for the principal goal of upgrading and correcting the code violations in the Owner's property; and

WHEREAS, said application has been reviewed by the Borough and the Owner has been found to be eligible for assistance through the Borough of High Bridge Housing Rehabilitation Program; and

WHEREAS, the Owner represents that he/she will use the funds solely to perform rehabilitation work on the property as set forth herein and does not currently intend to convey, sell or otherwise transfer ownership of the property for at least a ten year period from the work completion date in accordance with the Borough's Housing Rehabilitation Program.

NOW THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, Borough and Owner agree as follows:

1. The Owner hereby agrees to make repairs to the property located on **27 Apple Ln., Block No. 402, Lot No. 22.1** in the Borough of High Bridge, County of Hunterdon, and the State of New Jersey.
2. The Owner has entered into Construction Agreement(s) with Contractor(s) to perform the rehabilitation work as described in the Rehabilitation Construction Contract, attached hereto as Schedule A.
3. The Borough agrees to make available to the Owner a Deferred Loan in the amount of **\$9500.00 (Nine Thousand Five Hundred Dollars)** subject to the terms and conditions contained in this Agreement specifically set forth herein, Construction Agreement(s) attached hereto as Schedule A and Mortgage and Mortgage Note attached hereto as Schedule B.
4. The Owner represents that he/she has obtained a loan or private funding for all rehabilitation costs over and above the amount of this Agreement necessary to complete the work set forth on Schedule A attached hereto.
5. The Owner, upon signing this Agreement, shall deliver directly to the Contractor such certified or cashiers check made payable to the Contractor(s) designated in Schedule A as requested by the Borough, in an amount not to exceed the Owner's share of the total rehabilitation costs which is **\$0.00**.
6. The Owner authorizes and directs the Borough to make payments directly to Owner's contractor(s) from Owner's Deferred Loan proceeds in accordance with the payment

schedule contained in Schedule A.

7. The Owner shall cooperate with the Borough and the Contractor to facilitate the performance of the work.
8. Should the Owner request the Contractor to do any work outside the strict scope of the Rehabilitation Contract designated in Schedule A without first requesting permission in writing from the program and, then, obtaining permission in writing from the Program, the Owner agrees that this will constitute a default of this agreement and that any funds expended from the High Bridge Housing Rehabilitation Program will be immediately due and payable by the Owner.
9. The Owner agrees that if the Contractor, before completing and being paid for all of the work included in the Rehabilitation Contract designated in Schedule A, shall solicit from the Owner additional work beyond the strict scope of the Rehabilitation Contract designated in Schedule A, the Owner will refuse any such solicitations and report any such solicitations immediately to the Program.
10. The Owner agrees that should the rehabilitation work require any agreed-upon Change Orders that increase the total amount of the project, up to the maximum loan of \$10,000, he/she will execute amended loan documents (Note and Mortgage) covering the new total amount of the work to be done under the Program.
11. The Owner shall allow the Borough and its representatives access to the property to inspect the work during all phases of construction.
12. The Owner delegates to the Borough or its designee the ultimate authority to resolve all disputes arising under this Agreement between the Owner, Contractor and/or the Borough. The Owner agrees that the determination of the Borough or its designee shall be final and binding on the Owner.
13. The Owner further designates to the Borough the right to determine when and if the Contractor is in default in the performance of the rehabilitation work. The Owner retains the right to request the Borough to declare the Contractor in default.
14. The owner further authorizes the Borough to determine if the Contractor has breached any warranty, which would require the repair, replacement or rebuilding of any work performed under Schedule A attached hereto.
15. The Owner agrees to comply with all local ordinances, regulations and statutes of the State of New Jersey and further agrees to indemnify and hold harmless the Borough of High Bridge from any and all suits, claims, damages or actions arising out of the performance of this Agreement, including any legal fees and costs incurred. The term "Borough of High Bridge" is defined to mean the Borough and all its officials, employees, agents and representatives, contractors and consultants.

ATTEST:

Borough of High Bridge

WITNESS

Steven Weinberg

Date: 7/9/2018

Susan Weinberg

Rental Borrower's Agreement

BY AND BETWEEN

Borough of High Bridge

AND

[insert name(s) of homeowner(s)]

THIS AGREEMENT, entered into on this ____ day of _____ by and between the Borough of High Bridge, New Jersey (hereinafter referred to as Municipality”) and _____ (hereinafter referred to as “Owner(s)”) for property located at _____, New Jersey _____:

WITNESSETH THAT:

WHEREAS, the Municipality has established policies and procedures for implementation of a Program, which is designed to provide for the equitable distribution of funds and specific use of those funds for the correction of code deficiencies; and

WHEREAS, the Policies and Procedures Manual calls for specific terms and conditions for participation in the Program, including this Agreement; and

WHEREAS, the Owner has been deemed eligible by the Municipality to participate in the Program.

WHEREAS THE property ("Property") which is the subject of the Loan and this Agreement is described in Schedule __ attached.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, THE MUNICIPALITY AND THE OWNER AGREE 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 income housing which meets the income eligibility requirements specified by the Affordable Housing Program Procedure Guidelines, established by the Council and in compliance with the Council guidelines, 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 Affordable Housing Program Procedure Guidelines and comply with the Council guidelines, 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 Declaration of Covenants, Conditions and Restrictions ("Declaration") 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 Lender, 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 Lender and the Council, that all rentals, leases, uses, and occupancies of said property comply with the terms, limitations and conditions of the Loan and the Affordable Housing Program Procedure Guidelines.

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 Affordable Housing Program Procedure Guidelines and Council guidelines. Any such violation shall constitute a default and non-compliance with the terms of the Loan and this Agreement, in the sole discretion of Lender] such default and non-compliance, 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, institute a recapture of the funds through a demand for immediate repayment, and Owner shall be obligated to repay said funds to Lender.

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 Home Improvement 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 above must be made to correct existing or incipient building code deficiencies in order for the rental units to meet the Municipal Property Maintenance Code. In no case, can improvements be made with Program Loan Funds, which are “ineligible improvements” as described in the Policy and Procedure Manual.

High Bridge Housing Rehabilitation Program Mortgage Postponement (Subordination) Policy

It will be the policy of the High Bridge Housing Rehabilitation Program to consider subordination of program mortgages to homeowner refinancing initiatives if the criteria in this section are met and all procedures in this section are followed.

When a homeowner who is participating in the program is attempting to refinance his or her home or to obtain a mortgage equity loan or Reverse Mortgage using their property as collateral and the financing source requires that the HBHRP mortgage be subordinated to the new mortgage, the following procedures will be followed:

Approval Criteria:

1. After refinancing with a fixed amount mortgage, the total amount of mortgage debt is less than 80% of the current appraised value of the property as determined and documented by the financial institution providing the new financing.

2. After refinancing with a reverse mortgage, the total amount of net equity projected to be available in the property when the youngest borrower reaches 90 years of age, as tabulated on an amortization schedule that assumes an average 1.5% annual average property value increase, to be at least double the outstanding amount of the debt to the Borough under the Program.

3. The property has been inspected by the Borough Construction Office and is found to be free of code defects or violations.

4. Property tax payments and any other municipal liens on the property are current.

Approval procedures:

1. The Borough Municipal Housing Liaison or their designee receives a written request for subordination approval from the homeowner that invites the Borough to inspect the subject property for violations, reaffirms the owner's obligation to repay the HBHRP Program loan to the Borough (date and amount of loan), and includes 2 separate checks for the Subordination Application fee and for the reimbursable Subordination Recording fee, and includes the following attachments:

a. Letter from the new source of financing offering the new financing to the homeowner, including the amount of the new loan and all terms of said financing and having the specific subordination documentation that they wish the Borough to execute and record attached. The proposed closing documents for the new financing must explicitly include adequate language recognizing that junior liens are permissible and will not cause a default.

b. A statement from Borough Treasurer that all taxes are paid current

Applications for Mortgage Subordination and all supporting documentation should be mailed to: Steven J. Weinberg, Coordinator, High Bridge Housing Rehabilitation Program, PO Box 6025, East Brunswick, NJ 08816 (732-485-0756)
steve.weinberg@mac.com

c. A current appraisal of property or such other measure of current value as has been utilized by the new source of financing in making their determination to offer their financing.

d. Copies of the most current mortgage statement(s) for the mortgage loan(s) currently on the property.

e. Sample wording of a Subordination suitable to the homeowner's financing source for Borough reference in preparing its subordination document.

2. Within one week, the Borough Construction Office completes the inspection of the property and delivers its report to the Homeowner and the Department.

3. The Borough Municipal Housing Liaison or their designee receives at least 10 days written notice of closing including a copy of proposed closing statement.

4. The Borough Municipal Housing Liaison or their designee either forwards the executed subordination documentation to the Homeowner or participates in the closing with said documentation. The Program lists itself as the party to whom the recorded Subordination documentation is returned after recording.

5. Homeowner presents Borough Municipal Housing Liaison with proof that closing has occurred and subordination documentation recorded, including executed copies of the new mortgage.

6. Homeowner's counsel records the subordination documentation with a recorded copy of the subordination documentation and a copy of the new recorded mortgage coming back to the Borough Municipal Housing Liaison for the homeowner's file. Once received, the application check for recording fee is returned to the client.

Subordination Application Fee Schedule:

1. Subordination Application Fee (separate check)	\$400.00
2. Home Inspection Fee	\$0.00
3. Reimbursable Subordination recording fee (separate check)	\$200.00

Total Subordination request Fees (2 separate checks): \$600.00

Applications for Mortgage Subordination and all supporting documentation should be mailed to: Steven J. Weinberg, Coordinator, Robbinsville Housing Rehabilitation Program, PO Box 6025, East Brunswick, NJ 08816 (732-390-4745)
steve.weinberg@mac.com

This quote sheet must be completed and signed by contractor for quote to be considered.

High Bridge Housing Rehabilitation Program
(HBHRP)

REHABILITATION WRITE-UP/QUOTE FORM

HOMEOWNER:

xxxxx
xxx Smith Place
High Bridge, NJ 08829
908-222-2222

CONTRACTOR:

XXX Home Improvements
222 XXX Ct
XXX, NJ 12345
973-222-2222

DATE OF SPECIFICATION: September 1 2018

DATE OF REVISION: September 30, 2018

DATE OF CLOSING: October 17, 2018

DATE OF FINAL INSPECTION: December 12, 2018

NOTICE: Where specifications are called out for various items, refer to the "General Specifications for Workmanship and Materials". Work is to follow these specs, unless otherwise indicated.

WINDOWS:

Windows and trim must match exactly what is existing check with the associations for color numbers. All windows must have the grills built into the glass and all windows must have 1/2 screen not full screens.

Living Room: Remove (3) three window(s) from frame(s). Install 3 new **low E argon gas**, tilt-in vinyl double hung into existing frame(s). At least 5/8" dual pane insulated glass, new stops, welded sash, spiral or steel spring balance system or equivalent, 2 operable sash, 1/2 screen, 2 lights and all hardware for each window.

Cost: \$1,200

Master Bedroom: Remove (2) two window(s) from frame(s). Install 2 new **low E argon gas**, tilt-in vinyl double hung into existing frame(s). At least 5/8" dual pane insulated glass, new stops, welded sash, spiral or steel spring balance system or equivalent, 2 operable sash, 1/2 screen, 2 lights and all hardware for each window.

Cost: \$800

Bedroom #2/Office: Remove (2) two window(s) from frame(s). Install 2 new **low E argon gas**, tilt-in vinyl double hung into existing frame(s). At least 5/8" dual pane insulated glass, new stops, welded sash, spiral or steel spring balance system or equivalent, 2 operable sash, 1/2 screen, 2 lights and all hardware for each window.

Cost: \$400

DOORS:

**All new doors shall be properly mounted at existing openings. Include all appropriate hardware and caulking at each location. Ensure weather resistance and good working order at each location. Repair and restore to proper condition any areas damaged or disturbed due to removal of old doors and or installation of new doors. Installation shall conform to manufacturer's specifications and standard practices. All debris shall be removed from the premises upon completion by the contractor. **

All door replacement must match existing and any trim that may need to be replaced must match existing, ask association for color code numbers.

Sliding glass door: Remove existing sliding door. Install a new sliding door to fit into existing opening. Include all hardware.

Cost: \$1,700

Interior Doors:

Master bedroom, Bedroom #2/Office, Bathroom: Install a hollow core door on existing jamb. Include privacy lockset and 2 butt hinges.

Cost: \$750

Laundry Room: Install a louvered door on existing jamb. Include privacy lockset and 2 butt hinges.

Cost: \$330

WATER HEATER:

Remove existing 40 gallon electric hot water heater and dispose of it at legal dump. Install a 40 gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply.

Cost: \$1,200

ELECTRIC:

Laundry Room: Install 1 new flush mounted, ground fault circuit interrupt ivory duplex receptacle using copper romex.

Cost: \$150

Kitchen: Install 2 new flush mounted, ground fault circuit interrupt ivory duplex receptacles using copper romex.

Cost: \$300

HEATING & AIR CONDITIONING:

Clean duct work in entire house to remove surface mold. **Cost: \$500**

Furnish and install new white or ivory vent and return covers. Include hardware. **Cost: \$300**

KITCHEN:

Dispose of wall cabinets. Field measure and screw to studs, level and plumb, kitchen wall cabinet with all hardware. Door to have solid wood stiles and plywood panels. Frame to have solid wood stiles, 1/4" plywood sides, metal or plastic corner bracing. Owner's choice of two in-stock designs.

Cost: \$2,100

Dispose of base cabinets in kitchen. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Include all hardware. Owner's choice of two in-stock designs.

Cost: \$2,200

Dispose of counter top in kitchen. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

Cost: \$1,050

Dispose of sink. Install a single bowl stainless steel, self rimming kitchen sink into counter top in kitchen. Including metal body faucet with 15 year drip free warranty, spray, trap, supply lines and shut-off valves.

Cost: \$450

Remove existing floor. Replace any rotted underlayment with new 5/16" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center in all directions. Install .070" thick, backed vinyl sheet goods w/minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Owner's choice of color & pattern within the mid grade price range. Install metal edge strips in openings, & painting shoe molding or vinyl base around perimeter.

Cost: \$500

Remove existing oven and dispose of it at legal dump. Furnish and install 24" in-wall self-cleaning mid-grade oven.

Cost: \$600

Furnish and install 30" four element, counter top electric range.

Cost: \$850

Remove existing range hood. Replace with similar mid grade range hood to fit in existing opening. Repair any damage to drywall and or cabinet in vicinity.

Cost: \$180

Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$20 allowance for fixture.

Cost: \$150

LAUNDRY ROOM:

Remove old vinyl floor and dispose of it. Replace any rotted underlayment with new 5/16" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center in all directions. Install .070" thick, backed vinyl sheet goods w/minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Owner's choice of color & pattern within the mid grade price range. Install metal edge strips in openings, & painting shoe molding or vinyl base around perimeter.

Cost: \$300

BATHROOM:

Remove existing sink, toilet, Vanity, sink and existing floor. Dispose of them.

Install 2 piece, closed coupled, white, vitreous china, water saving commode. Include plastic or pressed wood white seat, Plastic supply pipe, shut-off valve, flap valve and wax seal.

Cost: \$580

Install a 24" vanity complete with plywood cabinet, cultured marble top with sink, dual control, brass bodied, single lever faucet, supply risers, shut-off valves and all required waste connectors to complete the installation.

Cost: \$550

Replace any rotted underlayment with new 5/16" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center in all directions. Install .070" thick, backed vinyl sheet goods w/minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Owner's choice of color & pattern within the mid grade price range. Install metal edge strips in openings, & painting shoe molding or vinyl base around perimeter.

Cost: \$560

Remove existing exhaust fan and thermostat and dispose of it. Install a ceiling or through-the-wall, exterior ducted, vent fan with damper, thermostat, and chrome faceplate capable of 60 CFM at 60 somes. Include; power and switch wiring using #14 copper romex. Repair any tear out.

Cost: \$320

Scrape existing paint & mold.

Cost: \$300

PAINT:

Whole house: Remove/cover all hardware, fixtures, furniture, personal items not to be painted. Scrape loose, cracked, peeling blistered surfaces. Feather edges/dull gloss surfaces w/sandpaper. Clean all surfaces w/TSP. Fill all holes/cracks. Spot prime & top coat trim, ceiling, walls, doors, windows with owner's choice of premixed acrylic latex. Include any closets. Replace furniture and vacuum room.

Cost: \$1,500

MISCELLANEOUS:

Install a UL approved, ceiling mounted smoke and carbon monoxide detector permanently wired into a receptacle box.

Cost: \$180

TOTAL PROPOSED COST OF REHABILITATION \$20,000.00

This is to certify that the contractor has checked with the High Bridge Construction Office and, if awarded this job, the contractor will obtain the following High Bridge Construction Permits:

_____	Building
_____	Electrical
_____	Plumbing
_____	Fire

Mark with X where indicated.

*Contractor who is awarded the project will be responsible to advise the Municipal Construction Department of all work to be done prior to commencement of same and shall obtain and pay for all permits and order all inspections found to be necessary by the Construction Department. Proof of Final Inspections will be required prior to release of payment. Failure to have Final Inspections on all permitted work will result in payment being held up by the town. All work is to be done in accordance with Municipal codes and standards as set by the Construction Department. It is the responsibility of the contractor to become familiar with those local standards and practices that relate to any work to be performed and the cost of adherence to such local standards and practices are to be included in any quote.

It is understood by all parties that the materials to be used in connection with this project will be of mid-grade quality. Low-grade quality material will not be acceptable and upgraded products will not be financed by the Program. It is understood and agreed to by the owner and the contractor, individually and jointly, that any upgrades to the work outlined above will constitute a default by both the homeowner and the contractor in the terms of the program and will be grounds for termination of the owner from the program and may result in no program payment to the contractor for any of the work performed.

Contractor and homeowner should discuss all material decisions prior to or at contract signing. Colors and patterns within the mid-grade product line will be the choice of the homeowner.

Contractor will specify where indicated on this write-up product brand he proposed to use. Contractor who ultimately does work will further specify other products to be used at the time of contract signing.

All construction debris created by this project shall be the responsibility of the contractor to remove.

Homeowner

Contractor

Homeowner

High Bridge Borough Housing Rehabilitation Program (HBHRP)

Steven J. Weinberg
Program Coordinator
732-485-0756 Cell/Text

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

HOMEOWNER WORK WRITE-UP APPROVAL

Date: _____

Name: Joann Smith

Address: 57 xxxxxxx Pl.
High Bridge, NJ 08829

I hereby approve the HBHRP Work Write-Up prepared for my property. The work write-up meets with my understanding of the work necessary to bring my property up to current building code standard. I also certify that I have contacted the program facilitator with any comments or concerns in reference to the work write-up and such concerns have since been resolved. ***I understand that beyond this point in the Program, the only changes allowed to my scope of work will result from unanticipated obstacles to the completion of work items already on the list I am approving here today.***

I hereby give my authorization to HBHRP to solicit quotes from contractors for the work outlined in the write-up I/we agree not to discuss with contractors the performance of any work which does not appear on the Rehabilitation Writeup/Quote Form, inasmuch as any changes made by me after this approval would constitute a violation of the program rules on my part. I/we further give HBHRP authorization to accept and open said quotes associated with work to be done on my home..

I agree that I have been given the opportunity to find contractors of my own choosing to submit quotes for the work to be done under the Program. ***These are listed below.*** I understand and agree that if any such contractor I have found has not submitted the required screening information to the Program within 10 days of the date of this letter, they will no longer be considered for participation and will not be sent quote packages.

Property Owner Signature

Date

Contractor Name

Street Address

Phone #

Steven J. Weinberg
Program Administrator

Chris Fioravanti
Program Inspector

High Bridge Borough
Housing Rehabilitation Program
(HBHRP)

Steven J. Weinberg
Program Coordinator
732-485-0756 Cell/Text

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

General Contractor Application

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: (____) _____ CONTACT PERSON: _____

PRINCIPALS OF COMPANY: _____

NJ HOME IMPROVEMENT CONTRACTOR LICENSE # _____

IS THIS COMPANY INCORPORATED? _____ FEDERAL ID# _____

INSURANCE COMPANY: _____ POLICY # _____

LIABILITY & COMPREHENSION INSURANCE COVERAGE \$ _____

IS COMPANY BONDED? _____ AMOUNT OF BOND \$ _____

DO YOU USE SUB-CONTRACTORS? _____ PLEASE LIST (With NJ Home
Improvement Contractor #)

1. _____

2. _____

HAVE YOU EVER BEEN DEBARRED FROM FEDERAL PROGRAMS? _____
IF SO WHEN, AND THROUGH WHAT PROGRAM: _____

HAVE YOU EVER BEEN RESTRICTED FROM OR REMOVED FROM ANY
PROJECT? _____ IF SO, WHEN AND WHERE _____

ARE YOU, OR ANY OF YOUR EMPLOYEES RELATED TO ANY CITY
OFFICIAL? _____ IF SO, GIVE NAME OF PERSON AND RELATION _____

STATISTICAL DATA:

GENDER: MALE OWNED _____ FEMALE OWNED _____

ETHNICITY: WHITE _____ BLACK _____ NATIVE AMERICAN _____
HISPANIC _____ ASIAN/PACIFIC ISLANDER _____

LOCAL, STATE AND FEDERAL REFERENCES

1. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

2. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

PRIVATE WORK REFERENCES

1. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

2. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

3 NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

Listing on Online Contractor Sites?

Yelp Home Advisor Angie's List Other _____

**PLEASE ATTACH A COPY OF YOUR LIABILITY AND WORKMEN'S
COMPREHENSIVE INSURANCE**

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

PRINT NAME

SIGNATURE

DATE

TITLE

REHABILITATION CONSTRUCTION CONTRACT

BOROUGH OF HIGH BRIDGE HOUSING REHABILITATION PROGRAM

THIS AGREEMENT, made this **9th** day of **July**, 2018 between **Steven Weinberg** residing at **27 Apple Ln.** (hereinafter referred to as the "Owner") and **High Bridge Home Improvement, Inc.** having its office and principal place of business at **123 Hill Av, High Bridge, NJ 08827** (hereinafter referred to as the "Contractor")

WITNESSETH

WHEREAS, the Owner wishes to rehabilitate his/her principal residence located at the above address through participation in the Borough of High Bridge Housing Rehabilitation Program; and

WHEREAS, the owner has been determined to be eligible for said program; and

WHEREAS, the Borough has awarded the Owner a deferred loan in the amount of **\$9500 (Nine Thousand Five Hundred Dollars)** to pay for all or a portion of the rehabilitation costs as set forth in deferred loan agreement dated .

WHEREAS, the Owner has secured additional funding in the amount of **\$0.00** to meet his/her obligations under the terms and conditions of said Agreement; and

WHEREAS, Contractor is ready, willing and able to perform such construction work as shall be required of Contractor under this Contract to effect such rehabilitation.

NOW THEREFORE, the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I Contract Documents

The following documents shall be deemed to be a part of this Contract.

1. Work write-up and specifications
2. Contractor's Quote form;
3. Schedule of progress payments (if applicable)

ARTICLE II - Definitions

The following words and expressions, or pronouns used in their stead, shall wherever they appear in this Contract, shall be construed as follows, unless a different meaning is clear from the context:

1. "HBHRP" means the High Bridge Housing Rehabilitation Program.
2. "Borough" means the Borough of High Bridge.
3. "Contract" or "Contract Documents" means this Construction Contract and each of the various documents referred to in Article I hereof, both as a whole and separately.

ARTICLE III - Consideration

The Contractor shall furnish all the labor, material and equipment and perform all the work described herein in accordance with the provisions of this Contract, for the lump sum of **\$9500.00 (Nine Thousand Five Hundred Dollars)**.

ARTICLE IV - Commencement and Completion of Work

Section 1. Commencement and Completion of Work

The Contractor shall commence the work to be performed under this Contract as of the date of the signing of this Contract. The Contractor shall diligently pursue and execute the work in strict compliance with the plans, specifications, work write-up and drawings annexed to and forming part of this Contract and shall complete the work on or before _____ 20_____. The time for completion may be extended in accordance with the provisions of Section 2 herein.

Section 2. Extensions

The Contractor shall be entitled to an extension of time for delay in completion of work caused solely by: (1) acts or omissions of the Owner or (2) supervening conditions entirely beyond the control of the Contractor, provided that the Contractor shall file a written Request for Extension with the Borough within five days (5) days after the commencement of any condition which is causing or may cause delay in completion. The determination of the Borough on Contractor's request for an extension shall be final and binding on the parties.

ARTICLE V - Performance During Construction

Section 1. Permit; compliance with Law

The Contractor shall obtain and pay for all permits, inspections and licenses necessary for the undertaking, execution and completion of the work and labor to be performed, and shall comply with all applicable federal, state and local laws, rules, regulation, codes and ordinances.

Section 2. Owner Cooperation

The Owner shall take all necessary steps to protect and secure all property on or adjacent to the work area. The Owner shall assure that the Contractor has access to those premises necessary for the performance of the work described herein.

Section 3. Clean Premises

The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris and shall make the job site broom clean within five (5) working days after completion of the work specified in this Contract.

Section 4. Inspection of Books and Records

During the progress of the work and for a period of three (3) years after final payment, the Contractor shall preserve the Borough records, correspondence, construction documents, receipts, vouchers, payrolls and agreements, if any, with subcontractors, relating to this contract and to be performed under this Contract. The Contractor expressly covenants and agrees to preserve all such records for a period of three (3) years after initial payment.

Section 5. Inspection of Work

During the performance of the work and up to the date of final payment, the Contractor shall at all times afford the Owner and the Borough every reasonable, safe and proper opportunity for inspection of the work in progress. Inspection and approval by the Owner and the Borough of finished work being performed, shall not relieve the Contractor from the obligation of correcting or replacing all defective work or equipment constructed under this Contract.

Section 6. Disputes

The determination of the Borough or its designee shall be final and binding upon the parties in the event of dispute between the Owner and Contractor.

Section 7. Disputes; Owner at Fault

If, as a result of a dispute, the Borough determines that the acts, omissions or neglect of the Owner are of such a nature as to render performance by the Contractor or Subcontractors, if any, impossible, the Borough may terminate the Contract by finding the Owner in default and the Owner shall pay the Contractor for the value of work performed and materials supplied.

Section 8. Disputes; Contractor at Fault

In the event of a dispute between the Owner and the Contractor concerning the proper performance of the work, or the quality of materials or supplies provided by the Contractor or any Subcontractor, the determination of the Borough shall be final and binding on the parties. If the Borough rejects any such performance, materials or supplies, the Borough shall notify the Contractor of its disapproval or rejection and may order the replacement or repair of any finished or unfinished work.

Section 9. Rejected Work and Materials

All rejected work, materials or equipment shall be promptly taken down and removed from the premises. All such rejected materials shall belong to the Contractor.

Section 10. Protection of Property

During the performance of this Contract, and up to the date of final payment, the Contractor shall take all reasonable precautions to protect persons, property and materials of the Owner, and of others on or adjacent to the site, from damage, loss or injury resulting from the Contractor's or Subcontractor's operations under legal duty to protect. Furthermore, the Contractor agrees to indemnify and hold the Owner and the Borough harmless against any and all claims, demands or legal proceedings which may result from the Contractor's failure to comply with the provisions of this section. As used herein "Borough" means the Borough of High Bridge and its officials, employees, agents and representatives.

Section 11. Insurance

Prior to the commencement of and until the final payment under this Contract, the Contractor shall take out and maintain, at Contractor's expense, a comprehensive liability insurance policy with a minimum limit of \$500,000.00

The Owner shall assume liability for his own negligent acts or omissions which result in bodily injury, death or property damage.

Section 12. Indemnification

The Contractor agrees to indemnify and hold the Owner and the Borough harmless against any and all claims, demands, or legal proceedings, including costs and attorney fees, which may arise in connection with or on account of the work, operations, maintenance, or supervision by the Contractor of the construction work which is the subject of this Contract. As used herein "Borough" means the Borough of High Bridge, its officials, employees, agents and representatives.

Section 13. Damages to Property

The Contractor shall be responsible for damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining and in the immediate vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract.

Section 14. Change in the Work

The Borough may make changes in the work required to be performed by the Contractor under this Contract by making additions thereto, or by omitting work therefor, without invalidating the Contract. All changes in the work must be authorized in writing on a Change Order by both the Borough and the Owner prior to the Contractor commencing any work other than what is contained in this Contract. Neither the Borough nor the Owner will accept responsibility or liability for any claim or charge for extra work made by the Contractor that has not been previously approved in writing by both the Borough and the Owner.

If the changed work is more costly to the Contractor than the original contract work, an adjustment of the Contract payment provisions will be made to compensate the Contractor for such additional cost. If such change is less costly to the Contractor than the original work, an adjustment of the Contract payment provisions will be made to credit the Owner with such decreased cost.

ARTICLE VI - Labor Provisions Applicable During Construction

Section 1. Equal Employment Opportunities

During the performance of this Contract, the Contractor agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rate of pay or the forms of compensation; and selection for training, including apprenticeship.

Section 2. Anti-Kickback Provisions

The Contractor shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act: of June 13, 1984 (48 Stat. 948; 62 Stat. 8962; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c) and any amendments or modifications thereof.

ARTICLE VII - Contractor's Default; Borough Right to Terminate the Contractor

Section 1. Owner's Acts on Default

The Owner hereby specifically authorizes and delegates to the Borough the right to declare the Contractor in default of the whole or any part of the work required to be performed pursuant to this Contract with or without consent of the Owner at the time of default. The Owner, however, retains the right to request the Borough to declare a default.

Section 2. Borough Right to Declare Default and Substitute Contractor

The Borough may declare the Contractor in default for any of the following reasons or for other good cause:

- A. The Contractor becomes insolvent;
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the laws of the State of New Jersey;
- C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- D. A receiver is appointed to take charge of the Contractor's property or affairs;
- E. The Contractor fails to commence work within 15 days after the date of a Notice to Proceed.
- F. The Contractor abandons the work;
- G. The Contractor refuses to proceed with the work when and as directed by the Borough;
- H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient in the opinion of the Borough to complete the work in accordance with the approved progress schedule, and fails or refuses to increase such working force sufficiently when ordered to do so by the Borough;
- I. The Borough determines that the Contractor is unnecessarily, unreasonably or willfully delaying the performance and completion of this work, the award of necessary subcontractors, or the placing of necessary material and equipment orders;
- J. The Borough determines that the Contractor is not performing its obligations under this Contract in accordance with its terms, including, but not limited to, the performance of all work required under the terms of this Contract in a workmanlike manner;
- K. The work is not complete on or before the completion date set forth herein and the Contractor has not received an extension of the completion date as permitted in Article IV, Section 2.
- L. The Contractor fails to maintain insurance coverage as required by Article V, Section 11 of this Contract;

Section 3. Declaration of Default, Substitute Contractor

After declaring the Contractor in default, the Owner with Borough approval shall secure a replacement Contractor to complete the work.

ARTICLE VIII - Payment

Section 1. Payment Generally

All amounts due and payable to the Contractor by the Owner shall be paid at the time of the signing of this Contract. All amounts due and payable to the Contractor from the proceeds of the Borough Rehabilitation Program loan to the Owner, including the Final Payment, for the work performed under this Contract, shall be paid within thirty (30) days after the work is satisfactorily completed and approved by the Borough. Payment shall be made by the Borough directly to the Contractor from the proceeds of the Owner's project loan. In no event shall the Borough be liable to make payments to the Contractor in an amount greater than as appropriated under the Owner Mortgage, Note and Deferred Loan Agreement with the Borough.

Section 2. Progress Payment

The Contractor may make application to the Borough for Progress Payments. Such partial payments may be made at the discretion of the Borough when, in the sole judgement of the Borough, partial payments must be made to insure continuation of the Contract.

Section 3. Conditions Precedent to Final Payment

Final Payment to the Contractor shall not become due and payable until the Contractor furnishes the Owner and the Borough with the following:

- A. An appropriate release of liens if an intent to file a lien has been filed;
- B. A permanent certificate of occupancy, if required by law;
- C. Copies of all warranties and guarantees governing performance of work and equipment during the course of the Contract. Contractor is to provide manuals and clear title to all equipment installed during the course of this Contract.

Section 4. Final Payment

Upon completion of all the conditions described in Section 3 above, the Contractor shall be entitled to the Final Payment. Upon final payment, the Borough and its agent are no longer responsible for work performed under this agreement. In the event there are defects in the quality of workmanship, for which the Contractor is responsible, the Borough reserves the right to retain up to twenty (20%) percent of the total contract price. All such defects shall be cured by the Contractor within thirty (30) days of receipt of written notification of said defects.

The balance of the Final Payment shall be payable to the Contractor upon the correction of work or materials found to be defective by the Borough.

Section 5. Correction of Work After Final Payment

The Contractor shall promptly repair, replace or rebuild any finished work or materials or equipment in which defects of materials or workmanship may appear within one

year after Final Payment. This warranty is exclusive of normal wear and tear or mistreatment of rehabilitated items. The Contractor shall furnish the Owner with all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished by this Contract.

Notice by the Owner to the Contractor to repair, replace or rebuild such defective work shall be deemed timely if given not later than ten (10) days after the expiration of the one (1) year period.

If the Contractor fails to repair, replace or rebuild such defective or damaged work promptly after receiving such notice, the Owner shall have the right to have the work done by others, and the Contractor shall be liable to reimburse the actual cost thereof to the Owner upon demand.

Section 6. Payments in Event of Failure to Complete

Where the Contractor is declared in default by the Borough pursuant to the provision of Article VII, and the work is completed by a Substitute Contractor, the maximum amount of monies for which the Owner shall be liable to the Contractor shall be: (1) the difference between the amount payable to the Substitute Contractor and the amount set forth in Article III of this Contract; (2) less any amount already paid to such Contractor. Any payment to the Contractor in default shall only be made after the Substitute Contractor has received a Final Payment. Said payment shall be accepted by the Contractor as full and final payment under this Contract.

ARTICLE IX - Miscellaneous Provisions

Section 1. Lead-Based Paint Poisoning Act

The Contractor agrees that all construction/rehabilitation shall be executed in accordance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et.seq.)

Section 2. Interest of Borough Officials

No elected or appointed official or employee of the Borough shall receive or participate, either directly or indirectly, in the benefits of this Contract.

Section 3. Interest of Local Government Officials

No officer or employee of the municipal government who exercises any functions or responsibilities in connection with the carrying out of the program to which this Contract pertains shall have any private interest, direct or indirect, in the proceeds of this loan.

Section 4. Governing Law; Amendment

This Contract shall be construed in accordance with the laws of the State of New Jersey. It may be modified or amended only by a written instrument executed by the Owner and Contractor with the written approval of the Borough.

Section 5. Authority of the Borough

The Borough shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and construction thereof. The Borough's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question

shall arise between the parties hereto relative to said Contract to specifications, the determination or decision of the Borough shall be final and binding on the rights of the Contractor and the Owner.

Section 6. Borough Determination Final

If any provisions of this Contract requires the Borough to approve or take other appropriate action, the Borough shall confer with Owner. In the event of any disagreement between the Borough and Owner, or where Owner refuses to approve any action taken or omitted by the Contractor or the Borough, the determination of the Borough shall be final.

Section 7. Severability

If this Contract contains any unlawful provision, not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice from either party be deemed stricken from the Contract without affecting the binding force of the remainder.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date first above written.

Contractor:

Homeowner:

High Bridge Home Improvement, Inc.

Steven Weinberg

Susan Weinberg

Date: _____

High Bridge Borough Housing Rehabilitation Program (HBHRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

PO Box 6025
East Brunswick, NJ 08116
steve.weinberg@mac.com

CONTRACT CHANGE ORDER

Property Owner's
Name: **XXXXXXX**
Address: **XXXXXXXXX**
 High Bridge, NJ 08829

Contractor's Name: XXXXXXXXXXXX

The Parties to the Rehabilitation construction Contract dated 7/16/18 have agreed upon the following change in the scope of rehabilitation work to be performed.

Item	Decrease	Increase
Supply and install wrought iron railing at front entrance, prime and paint railing.		\$920.00
Install exterior motion sensor lighting at front of house.		\$180.00
Front storm door removed from contract.	\$420.00	
2 additional storm doors removed from contract	\$840.00	
Weather stripping at front door entrance	\$ 80.00	

Corrected Original Contract Price **\$9,500.00**
 Total Increase Cost: + \$ **1,100.00**
 Total Decrease Cost: - \$ **1,340.00**

Net Change - **\$240.00**

REVISED CONTRACT PRICE: \$9,260.00

This work change will be paid for in the following manner: **Program \$9,260.00**

Owner Approval: _____

Date: July 29, 2018

Contractor: _____

Date: July 29, 2018

Program: _____

Date: July 29, 2018

MORTGAGE

THIS IS A LEGALLY BINDING DOCUMENT WHICH CREATES A LIEN. DURING THIS THREE-DAY PERIOD, YOU MAY CHOOSE TO HIRE AN ATTORNEY TO REVIEW THIS DOCUMENT. IN THIS THREE-DAY PERIOD, IT IS POSSIBLE TO CANCEL THE DOCUMENT WITHOUT ANY PENALTY. THE CANCELLATION, HOWEVER, MUST BE IN WRITING.

THIS MORTGAGE made this **9th day of July, 2018** between: **Steven Weinberg** residing at **27 Apple Ln.**, the **BORROWER(S)**, and the **Borough of High Bridge**, 97 West Main Street, High Bridge, NJ 08829, the **LENDER**.

The **BORROWER(S)** has applied for monetary assistance under the **LENDER'S** High Bridge Borough Housing Rehabilitation Program for the purpose of correcting defects in the house and bringing up to Property Maintenance Code standards. The **LENDER** has agreed to grant the **BORROWER(S)** a loan with deferred payments in the amount of: **\$9500.00 (Nine Thousand Five Hundred Dollars)** which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document.

The loan is to be repaid by the **BORROWER(S)** in accordance with this Mortgage and subject to all the terms and conditions as listed in the Mortgage Note. The Mortgage will secure that the **LENDER** will be repaid the monies loaned and any other costs or charges incurred for the repair of the **BORROWER (S')** property.

To insure that **BORROWER(S)** performs its obligations as called for by the Mortgage and Mortgage Note, the **BORROWER(S)** hereby mortgages to the **LENDER**, its successors and assigns the tract of land and premises located in the Borough of High Bridge, County of Hunterdon, State of New Jersey, at Apple Ln., High Bridge, NJ 08829, more specifically known as **Block 402, Lot 22.1** as shown on the current tax map of the Borough of High Bridge. This premises was conveyed to the **BORROWER(S)** by deed from **Arthur Smith** dated **2/9/1988** and recorded in the Hunterdon County Clerk's Office on **3/1/1988** in **Book No. 6587, Page 444**.

The **BORROWER(S)** agrees:

- 1) **Ownership.** **BORROWER(S)** owns the property and will defend his/her ownership against all claims.
- 2) **Payments.** He/she will make all payments required by the Mortgage Note and Mortgage.
- 3) **Insurance.** He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the **LENDER**. He/she will notify the **LENDER** in the event of any substantial loss or damage. The **LENDER** may then settle the claim on his/her behalf if he/she fails to do so.

- 4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.
- 5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the High Bridge Borough Housing Rehabilitation Program guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.
- 6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.
- 7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property.

The LENDER may declare BORROWER(S) in default on the Mortgage Note and this Mortgage if:

- a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;
- b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage Note or this Mortgage;
- c) BORROWER(S) sells the property, transfers title to the property, dies, or (in the case of a single family home) the borrower rents it to anyone for any reason. If the property contains rental units, the borrower may only rent to certified low or moderate income renters per NJDCA regulations for the life of the Mortgage and Mortgage Note.;
- d) The holder of any lien (debt) on the property starts foreclosure proceedings; or
- e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;
- f) There is a default under a senior mortgage; or
- g) BORROWER(S) fails to comply with any term or condition set forth in the High Bridge Borough Housing Rehabilitation Deferred Loan Agreement, the Mortgage Note, this Mortgage or the High Bridge Borough Housing Rehabilitation Program guidelines and procedures.

- 8) Rights Given to the Lender. BORROWER(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.
- 9) Term. This Mortgage shall be due and payable whenever this property shall be sold or title transferred as provided for in the Mortgage Note.
- 10) Subordination: The Lender will subordinate the lien of this Mortgage to the lien of any subsequent home equity loan, secondary mortgage or refinancing to be procured by the BORROWER(S) that, together with this loan and any and all other outstanding liens against the property, do not exceed 85% of the maximum resale value of the property as defined by the High Bridge Municipal Housing Liaison at the time of application for said new financing. The Lender will establish rules and regulations for BORROWER(S) to follow in requesting such subordination and may require a reasonable fee to process the necessary paperwork. BORROWER(S) must allow ample time for the Lender to process any such request prior to the anticipated closing of the new financing that requires any subordination of the lien of their High Bridge Housing Program Mortgage.
- 11) This mortgage shall be subject to and subordinate to a mortgage hereinafter executed by BORROWER(S), to secure a loan in such amounts as are granted by a bonafide institutional lender for construction of improvements or repairs upon the premises and to finance same on a permanent basis, which mortgage or mortgages, when duly recorded, shall constitute a lien and charge on said lands prior and superior to the lien in charge of the Mortgage. The LENDER shall, if required by the lending institution and after being presented with necessary documentation, execute such documents as may be necessary, to indicate the subordinate character of this Mortgage; it being the intention of the parties thereto that the Mortgage shall be agreed to be subordinate to any bona fide institutional mortgage that, along with all other liens on the property, do not exceed 85% of the current assessed value of the property as determined by the LENDER, subject to the presentation and execution of the necessary subordination application documents
- 12) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive it rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf.

13) The execution of this Mortgage and accompanying Mortgage Note supersedes previous Mortgage and accompanying Mortgage Note dated ____ for \$____ recorded with Hunterdon County on ____ in Book ____ at page ____, Transaction Number ____, and renders previous Mortgage and accompanying Mortgage note null and void.

THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed the agreement and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

Steven Weinberg

Susan Weinberg

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
COUNTY OF HUNTERDON

ss.

On this ____ day of _____, 20 ____,

by me _____, personally appeared

who I am satisfied is the person(S) named in and who executed this document, and who signed, sealed and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

NOTARY PUBLIC

MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned BORROWER(S) promises to pay in accordance with this Mortgage Note to the order of the Borough of High Bridge, Hunterdon County, New Jersey, located at the High Bridge Borough Municipal Building, 97 West Main Street, High Bridge, NJ 08829 (LENDER), the sum of: **\$9500.00 (Nine Thousand Five Hundred Dollars)** at no interest which LENDER has loaned to the BORROWER(S) under the LENDER'S Borough of High Bridge Housing Rehabilitation Program, to make home improvement repairs to the BORROWER'S (S') property located at **27 Apple Ln.** more specifically known as **Block 402, Lot 22.1** as shown on the current tax map of the Borough of High Bridge and described in the Mortgage signed on the same date as this Mortgage Note, and to spend on this rehabilitation the total sum of: **\$9500.00 (Nine Thousand Five Hundred Dollars)** which is comprised of the following:

A) A homeowner's share in the amount of **(\$0.00)** which must be paid to the contractor(s) at the signing of the contract and before work begins.

B) A loan of **\$9500.00 (Nine Thousand Five Hundred Dollars)**, the principle of which shall be due and payable to the LENDER whenever this property shall be sold or title transferred or Borrower(s) no longer occupies the property as borrower(s) primary residence. It also shall be agreed that the Borrower(s) shall not sell or rent the property for a then (10) year period, from the work completion date, without being assessed an administrative fee which will be due with the final payment of the loan in accordance with the Borough's Housing Rehabilitation Program.

- 1) BORROWER(S) agrees to be responsible for any unforeseen costs for change orders necessary in order to rehabilitate or repair BORROWER'S (S') property and understands that any additional monies will be added to the deferred payment loan.
- 2) BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
- 3) In accordance with this loan, BORROWER(S) is responsible to pay the full amount of the loan at no interest to him/her. Payment must be made to the LENDER within thirty (30) days if the BORROWER(S) should die or if the BORROWER(S) transfers title or, in the case of a single family home, rents it to someone for any reason, in which event BORROWER(S) or his/her heirs, executors or representatives must notify the LENDER within ten (10) days by certified mail at the above address. If the property contains rental units, the BORROWER may only rent to certified low-or-moderate-income renters per NJDCA regulations, or be declared in default of the terms of the Mortgage and Mortgage Note. Payment shall be made payable to the order of the Borough of High Bridge.

Should the BORROWER sell or rent the property within a 10 (ten) year period from the completion date of the work completed with said loan, or cease to occupy the property as the BORROWER's primary residence, BORROWER agrees to pay the LENDER an additional sum of \$1000 as an administrative fee to cover the Borough's costs for assisting a replacement household in the High Bridge Housing Rehabilitation Program.

- 4) BORROWER(S) agrees that BORROWER(S) will keep the property in good repair and will not permit deterioration of the property.
- 5) BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting this property.
- 6) The LENDER or his/her agent may make reasonable inspection of the property provided that the LENDER gives notice to the BORROWER(S) prior to the inspection.
- 7) The BORROWER(S) agrees to comply with the terms of the Mortgage Note, Mortgage and the Borough of High Bridge Housing Rehabilitation Program guidelines and procedures. Should BORROWER(S) fail to comply with any term of the Mortgage Note or the accompanying Mortgage, the BORROWER(S) will be in default and the entire loan shall be immediately due and payable. The LENDER may also foreclose on the Mortgage. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, costs of the suit and expenses of the foreclosure.
- 8) The Undersigned, if more than one, agree to be liable individually and as a group for the payment of all monies due under this loan.
- 9) The execution of this Mortgage Note and accompanying Mortgage supersedes previous Mortgage and accompanying Mortgage Note dated ____ for \$____ recorded with Hunterdon County on ____ in Book ____ at page ____ and renders previous Mortgage and accompanying Mortgage note null and void.

BORROWER(S) acknowledges that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

Steven Weinberg

DATED: 7/9/2018

Susan Weinberg

High Bridge Housing Rehabilitation Program Rental Mortgage

Prepared by: _____

This Mortgage made on _____, 20__ between
_____ (the "Mortgagor") and _____ of _____
_____ 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"). The Mortgagor promises to pay the amounts due under the Note and to abide by all promises contained in the Note and the Affordable Housing Agreement, 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 Affordable Housing Agreement. 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 _____ of _____, County of Hunterdon, and State of New Jersey, specifically described as follows:

StreetAddress: _____

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.

The Property has been designated as low and moderate income housing as defined by the Fair Housing Act (P.L. 1985, c. 222).

MORTGAGOR'S ACKNOWLEDGEMENTS

The Mortgagor acknowledges and understands that:

a) Municipalities within the State of New Jersey are required under the Fair Housing Act (P.L.1985, c. 222), and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and

b) The Property which is the subject of this Mortgage has been designated as housing which must remain affordable to low and moderate income households for a certain period of time (the "restricted period.") With respect to this Mortgage, the restricted period shall be ten (10) years calculated as follows:

c) The restricted period shall begin on the date on which the Mortgagor has received certification that the Property is free of all code violations as noted on the attached certification of standard condition (the "Certification") signed by the Housing Inspector on _____ or the date of this Rental Mortgage, whichever is later, and shall remain in effect for ten (10) years (the "restricted period"); and

RESTRICTIONS.

To ensure that the Property remains affordable to low and moderate income households during the restricted period, the following restrictions are established with respect to the Property, which restrictions constitute covenants running with the land with respect to the Property and procedures and restrictions governing the occupancy of the Property. The Property is restricted in the occupancy as follows:

1. Within and during the restricted period the occupancy of the Property must comply with the terms, limitations, and/or conditions of the Loan, all in accordance with the Affordable Housing Program Procedure Guidelines, through an occupancy which meets the income eligibility requirements of the Affordable Housing Program Procedure Guidelines.

2. The Mortgagor must comply with the occupancy income verification requirement set forth in the Affordable Housing Agreement executed by the Mortgagor.

3. The Property shall be sold in accordance with all rules, regulations and requirements promulgated by the Council on Affordable Housing, to ensure that the Property remains affordable to and occupied by low and moderate income-eligible households for the duration of the restricted period.

4. All deeds of conveyance and Contracts to Purchase from all owners to certified purchasers shall include the following clause in a conspicuous place: "The Owner's right, title and interest in this Property and the use, and rental of this Property are subject to restrictions as contained in a Rental Mortgage in favor of _____ of _____, as Mortgagee, which Mortgage is recorded in the Office of the County Clerk of Hunterdon County".

The provisions and restrictions contained herein shall constitute covenants running with the land and shall bind all owners, purchasers and occupants of the Property, their heirs, executors, administrators, successors and/or assigns and all persons claiming by, through or under their heirs, executors, administrators, successors and/or assigns for the duration of the restricted period.

In the event of a breach of any of these restrictions, the owner of the Property agrees to repay the amount then due under the Note, in addition to all costs and expenses including reasonable attorney's fees incurred by the Mortgagee.

In the event of a breach of these requirements, the Mortgagor agrees to repay the amounts due under the Note, in addition to all costs and expenses, including reasonable attorneys' fees incurred by the Mortgagee .

MORTGAGOR'S PROMISES

In consideration for the value received in connection with the funds provided by Lender 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 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 Lender may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Lender. The policies must name Lender as a mortgagee and additional insured.
7. 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 affordable housing agreements 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.

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 and Mortgage, 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 Affordable Housing Agreement for Rental Properties, 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 any affordable housing agreement 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 Lender'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, and Rental Mortgage Note and the same shall have been recorded in the Hunterdon 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)
COUNTY OF HUNTERDON) ss

BE IT REMEMBERED, that on this ____ day of _____,
19____, 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.

High Bridge Housing Rehabilitation Program Rental Mortgage Note

AMOUNT: \$ _____

DATE: _____

FOR VALUE RECEIVED, the undersigned, _____
("Borrower"), promises to pay the **Borough of High Bridge** ("Lender"), its successors or
assigns, On or before _____, the sum of _____
Dollars (\$ _____), (the "Loan").

This Note is made by Borrower pursuant to an agreement with Lender for the provision of funds to facilitate the rehabilitation of rental housing in accordance with the income eligibility requirements specified by the Affordable Housing Program Procedure Guidelines as established by the State. Borrower agrees to repay the no interest Loan to the Lender when title to his and/or her property improved with Loan funds is transferred/sold by the Borrower to another party or interest.

Borrower acknowledges and agrees that the purpose of said loan is to provide funds for the rehabilitation of the following property:

_____ of High Bridge, New Jersey

as housing which meets the income eligibility requirements specified by the Affordable Housing Program Procedure Guidelines as established by the State, and that as a condition of said Loan, occupancy of the premises is limited to those who meet the income eligibility requirements of the Affordable Housing Program Procedure Guidelines, the terms of which are incorporated into this Note as if more fully set forth at length herein. Borrower further acknowledges and agrees that, as a condition of said loan, Borrower must provide to Lender, on each anniversary date of the Loan for a ten (10) year period, verification in a form specified by and acceptable by the State, documentation that the units rehabilitated have remained affordable to and occupied by low and moderate income households.

This Note is given pursuant to a Borrowers Agreement and Affordable Housing Agreement, each dated _____ and _____, respectively, pursuant to the terms of which Borrower is named as the qualified recipient of funds provided by the Lender as part of the Affordable Housing Program. Said funds are to be used for the rehabilitation to remedy certified health and safety code violations of that Real Property owned by Borrower and described in a Mortgage dated the same date as this Note herewith between Borrower and Lender, which Mortgage is being given to secure repayment of the loan in the event of a default in the terms of the Borrowers Agreement and Affordable Housing Agreement and all related instruments, agreements and documents (collectively, the "Loan Documents"), and is secured by a lien on and security interest in the collateral described in the Loan Documents, and is entitled to the benefits thereof.

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 or 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 Affordable Housing Agreement, (2) failure of Borrower to comply with the tenancy/occupancy income verification requirement pursuant to said Agreement; (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, Hunterdon 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:

_____ By:

Date: _____

High Bridge Housing Rehabilitation Program Deed Restriction for Rental Units

Prepared by: _____

This Mortgage made on _____, 20__ between
_____ (the "Mortgagor") and the Borough of High Bridge,
Hunterdon County, New Jersey, having its office at 97 West Main Street, High Bridge NJ
08829 (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"). The Mortgagor promises to pay the amounts due under the Note and to abide by all promises contained in the Note and the Affordable Housing Agreement, 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 or 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 Affordable Housing Agreement. 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 _____ of _____, County of Hunterdon, and State of New Jersey, specifically described as follows:

Address: _____

Block No.: _____ Lot No.: _____

Together with:

1. All buildings and other improvements 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.

The Property has been designated as low and moderate income housing as defined by the Fair Housing Act (P.L. 1985, c. 222).

MORTGAGOR'S ACKNOWLEDGEMENTS

The Mortgagor acknowledges and understands that:

- a) Municipalities within the State of New Jersey are required under the Fair Housing Act (P.L.1985, c. 222), and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
- b) The Property which is the subject of this Mortgage has been designated as housing which must remain affordable to low and moderate income households for a certain period of time (the "restricted period.") With respect to this Mortgage, the restricted period shall be ten (10) years calculated as follows:

The restricted period shall begin on the date on which the Mortgagor has received certification that the Property is free of all code violations as noted on the attached certification of standard condition (the "Certification") signed by the Housing Inspector on _____ or the date of this Rental Mortgage, whichever is later, and shall remain in effect for ten (10) years (the "restricted period"); and

RESTRICTIONS

To ensure that the Property remains affordable to low and moderate income households during the restricted period, the following restrictions are established with respect to the Property, which restrictions constitute covenants running with the land with respect to the Property and procedures and restrictions governing the occupancy of the Property. The Property is restricted in the occupancy as follows:

1. Within and during the restricted period the occupancy of the Property must comply with the terms, limitations, and/or conditions of the Loan, all in accordance with the Affordable Housing Program Procedure Guidelines, through an occupancy which meets the income eligibility requirements of the Affordable Housing Program Procedure Guidelines.
2. The Mortgagor must comply with the occupancy income verification requirement set forth in the Affordable Housing Agreement executed by the Mortgagor.
3. The Property shall be sold in accordance with all rules, regulations and requirements promulgated by the Council on Affordable Housing, to ensure that the Property remains affordable to and occupied by low and moderate income-eligible households for the duration of the restricted period.
4. All deeds of conveyance and Contracts to Purchase from all owners to certified purchasers shall include the following clause in a conspicuous place: "The Owner's right, title and interest in this Property and the use, and rental of this Property are subject to restrictions as contained in a Rental Mortgage in favor of _____ of _____, as Mortgagee, which Mortgage is recorded in the Office of the County Clerk of Hunterdon County".

The provisions and restrictions contained herein shall constitute covenants running with the land and shall bind all owners, purchasers and occupants of the Property, their heirs, executors, administrators, successors and/or assigns and all persons claiming by, through or under their heirs, executors, administrators, successors and/or assigns for the duration of the restricted period.

In the event of a breach of any of these restrictions, the owner of the Property agrees to repay the amount then due under the Note, in addition to all costs and expenses including reasonable attorney's fees incurred by the Mortgagee.

In the event of a breach of these requirements, the Mortgagor agrees to repay the amounts due under the Note, in addition to all costs and expenses, including reasonable attorneys' fees incurred by the Mortgagee .

MORTGAGOR'S PROMISES

In consideration for the value received in connection with the funds provided by Lender 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 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 Lender may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Lender. The policies must name Lender as a mortgagee and additional insured.
7. 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 affordable housing agreements 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.

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 and Mortgage, 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 Affordable Housing Agreement for Rental Properties, 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 any affordable housing agreement 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 Lender'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, and Rental Mortgage Note 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)
COUNTY OF HUNTERDON) ss

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.

**High Bridge
Housing Rehabilitation Program
(HBHRP)**

Christopher W. Fioravanti
Program Inspector
267-243-9552

August 26, 2018

Homeowner:

XXXXXXX
XXXXXXX
4 XXXXXX Court
High Bridge, NJ 08829

Contractor"

XXXXXXX
XXXXXXXX, LLC
53 XXXXXXXX
XXXXXXXX, NJ XXXXX

Release of Payment

This is to notify you that the High Bridge Housing Rehabilitation Program (HBHRP) has inspected the above-referenced project and is in receipt of all necessary notifications of satisfactory inspection reports from the High Bridge Borough Construction Department and/or Board of Health and has determined that this portion of the work is completed in accordance with the Work Write-up/Quote Form and Construction Contract and meets all applicable codes. We hereby authorize the release of a payment for **\$9,270.00** to be made to the contractor, **XXXX XXXXXXXX, LLC.**

The Homeowner and the HBHRP agree that the work is completed in a professional manner, is in accordance with all contract documents, and hereby authorize payment.

HBHRP

Date

Homeowner Signature

Date

Homeowner Signature

Date

**High Bridge
Housing Rehabilitation Program
(HBHRP)**

Christopher W. Fioravanti
Program Inspector
267-243-9552

Certification of Standard

This certifies that the property located at _____ has been
rehabilitated and that it is free of code violations according to the High Bridge
Property Maintenance Code.

Construction Code Official

Date

ATTACHMENT A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 3)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Megan York c/o CGP&H 101 Interchange Plaza, Suite 301 Cranbury, NJ, 08512 Phone: 609-642-4762		1b. Development or Program Name, Address Borough of High Bridge 97 West Main Street, High Bridge, NJ 08829	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD		1e. State and Federal Funding Sources (if any) TBD
1f. TBD Age Restricted TBD Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will vary Occupancy: Will vary		
1h. County Hunterdon, Middlesex, Somerset		1i. Census Tract(s): WILL VARY	
1j. Managing/Sales Agent's Name, Address, Phone Number TBD by project			
1k. Application Fees (if any): TBD by project			

(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

The Administrative Agent will assign random numbers to each applicant through a computerized random number generator. The lottery numbers will begin after the last existing lottery number on the High Bridge waiting list. Applicants with existing lottery numbers will retain their lottery numbers.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date).

In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.

- **Regional Preference:** Applicants that indicated that they lived or work in the Affordable Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted.
- **Household Size:** Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. 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.
- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. If there is more than one household with a person with physical disabilities on the waiting list, in region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

III. MARKETING

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)

- White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input type="checkbox"/>		Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input checked="" type="checkbox"/>	Once at the start of the affirmative marketing process	Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input checked="" type="checkbox"/>	Once at the start of the affirmative marketing process	Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union

<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYY-TV WHYY, Inc.	
<input type="checkbox"/>		13 WNET Educational Broadcasting	

		Corporation	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG CBS Broadcasting, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York, LLC	Spanish
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc.	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed TV Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp.	Hunterdon, Somerset
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp.	Hunterdon, Somerset

<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. of Info., Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish

<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL COAH REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon

<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WUGL 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex
<input type="checkbox"/>		WRSU-FM 88.7	Middlesex

<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
Weekly			
	Nuestra Comunidad	Central/South Jersey	Spanish-Language
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 3			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian Community

3d. 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 applies)

DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Hunterdon County			
<input type="checkbox"/>		Merck & Co.	1 Merck Dr., Whitehouse Station
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Hunterdon Medical Center	2100 Wescott Drive, Flemington, NJ 08822
<input type="checkbox"/>		Foster Wheeler	Perryville Corporate Park, Clinton, NJ 08809-4000
<input type="checkbox"/>		Chubb Insurance Co.	202 Halls Mill Rd., Whitehouse Station, NJ 08889
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Exxon-Mobil Research & Engineering	1545 US Highway 22 E., Annandale, NJ 08801
<input type="checkbox"/>		New York Life	110 Cokesbury Rd, Lebanon
Middlesex County			
<input type="checkbox"/>		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, NJ 08901
<input type="checkbox"/>		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
<input type="checkbox"/>		Johnson & Johnson	1 Johnson & Johnson Plaza, New Brunswick
<input type="checkbox"/>		Prudential Insurance Company	44 Stelton Rd. # 130, Piscataway
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl., New Brunswick, NJ 08901
<input type="checkbox"/>		Silverline Building Products	207 Pond Ave, Middlesex, NJ 08846
<input type="checkbox"/>		St. Peter's University Hospital	254 Easton Ave., New Brunswick
<input type="checkbox"/>		Telecordia Technology	444 Hoes Ln., Piscataway
<input type="checkbox"/>		J.F.K. Medical Center	65 James Street, Edison, NJ 08818
<input type="checkbox"/>		Raritan Bay Medical Center	530 New Brunswick Av., Perth Amboy, NJ 08861
<input type="checkbox"/>		Amerada Hess Corporation	405 Main St., Woodbridge and 679 Convery Blvd., Perth Amboy
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Dow Jones & Company	54 Eddington Ln., Monroe Twp
<input type="checkbox"/>		Siemens AG	755 College Rd. E., Princeton
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	AT&T	1 Highway Ter., Edison
<input type="checkbox"/>		Engelhardt Corporation	101 Wood Ave. S., Metuchen
Somerset County			
<input type="checkbox"/>		AT&T	1414 Campbell St., Rahway
<input type="checkbox"/>		ABC Limousine	574 Ferry St., Newark
<input type="checkbox"/>		Bloomberg LP	1350 Liberty Ave., Hillside

<input type="checkbox"/>		Courier News	1091 Lousons Road, PO Box 271, Union, NJ
<input type="checkbox"/>		Emcore Corp.	800 Rahway Ave. Union, NJ
<input type="checkbox"/>		Ethicon, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ
<input type="checkbox"/>		ICI Americas, Inc.	450 West First Ave., Roselle, NJ
<input type="checkbox"/>		ITW Electronic Component Packaging	600 Mountain Ave., Murray Hill, NJ
<input checked="" type="checkbox"/>		Sanofi Aventis	400 Somerset Corporate Blvd., Bridgewater, NJ 08807
<input checked="" type="checkbox"/>		Independence Technology, LLC	45 Technology Drive Warren, NJ 07059
<input type="checkbox"/>		Ortho-Clinical Diagnostics, Inc.	1401 Park Ave. South, Linden
<input type="checkbox"/>		Hooper Holmes, Inc.	170 Mount Airy Rd., Basking Ridge, NJ 07920

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)		
Name of Group/Organization	Outreach Area	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	1 notice when units are first available
Latino Action Network	Statewide	1 notice when units are first available
New Jersey State Conference of NAACP	Statewide	1 notice when units are first available
NAACP New Brunswick Main Branch and Youth Council Branch	Middlesex & Somerset Counties	1 notice when units are first available
NAACP Plainfield Area Branch	Plainfield & surrounding communities	1 notice when units are first available
Central Jersey Housing Resource Center	Somerset County	1 notice when units are first available

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
<input type="checkbox"/>	BUILDING	LOCATION
<input checked="" type="checkbox"/>	Middlesex County Administration Bldg.	75 Bayard Lane, New Brunswick, NJ 08903
<input checked="" type="checkbox"/>	Somerset County Admin. Bldg.	20 Grove Street, Somerville, NJ 08876
<input checked="" type="checkbox"/>	Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
<input checked="" type="checkbox"/>	Hunterdon County Library Headquarters	314 State Highway 12, Flemington, NJ 08822
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Municipal Building, 97 West Main Street, High Bridge, NJ 08829; Michael Pappas, MHL		
High Bridge Library, 71 Main Street, High Bridge, NJ 08829		
4c. Sales/Rental Office for units (if applicable) Will vary based on development		

V. CERTIFICATIONS AND ENDORSEMENTS

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 COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

Name (Type or Print)

Title/Municipality

Signature

Date

r:\projects\hip\hip-025a\reports\resolutions\180601_2018 hefsp affirmative marketing plan coah form for region 3.docx

DRAFT

TUESDAY, MARCH 27, 2018

HUD.GOV
 U.S. Department of Housing and Urban Development
 Secretary Ben Carson



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A-Z Index

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A A A

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HUD Approved Housing Counseling Agencies

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Agencies located in NEW JERSEY

Agency Name	Phone, Toll-Free, Fax Number, Email, Website, Agency ID	Address	Counseling Services	Languages	Parent Organization
SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.	Phone: 856-456-1121 E-mail: N/A Website: www.scucs.org Agency ID: 80409	537 W Nicholson Rd Audubon, New Jersey 08106-1970	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Home Improvement and Rehabilitation Counseling - Pre-purchase Counseling - Rental Housing Counseling - Reverse Mortgage Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	
JERSEY COUNSELING AND HOUSING DEVELOPMENT, INC	Phone: 856-309-0040 Fax: 856-309-0111 E-mail: Jerseycou@aol.com Agency ID: 80408	1729 Erial Rd. BLACKWOOD, New Jersey 08012-4483	<ul style="list-style-type: none"> - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling 	<ul style="list-style-type: none"> - English - Spanish 	
CATHOLIC CHARITIES DIOCESE OF CAMDEN, INC.	Phone: 856-691-1841-18 Fax: 856-692-6575 E-mail: cynthia.lebron@camdendiocese.org Agency ID: 90019	1845 Haddon Ave CAMDEN, New Jersey 08103-3008	<ul style="list-style-type: none"> - Rental Housing Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	CATHOLIC CHARITIES USA

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget

JERSEY
COUNSELING
AND HOUSING
DEVELOPMENT,
IN

Phone: 856-541-1000
E-mail: **N/A**
Website: **site.notavailable.org**
Agency ID: 80407

1844 S
Broadway
Camden, New
Jersey 08104-
1334

Counseling
– Mortgage Delinquency and
Default Resolution
Counseling
– Non-Delinquency Post
Purchase Workshops
– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops
– Rental Housing Counseling

– English
– Spanish

NEIGHBORHOOD
HOUSING
SERVICES OF
CAMDEN, INC

Phone: 856-541-0720
Fax: 856-541-8440
E-mail: **nhscamden@comcast.net**
Website: **www.nhscamden.org**
Agency ID: 80892

601-603
Clinton Street
CAMDEN, New
Jersey 08103-
1415

– Fair Housing Pre-Purchase
Education Workshops
– Financial
Management/Budget
Counseling
– Home Improvement and
Rehabilitation Counseling
– Mortgage Delinquency and
Default Resolution
Counseling
– Non-Delinquency Post
Purchase Workshops
– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops
– Predatory Lending
Education Workshops

– English
– Spanish
–
Vietnamese

PARKSIDE
BUSINESS AND
COMMUNITY IN
PARTNERSHIP,
INC.

Phone: 856-964-0440-15
Fax: 856-964-3664
E-mail: **info@pbcip.org**
Website:
www.pbcip.org/what_to_expect.html
Agency ID: 83501

1487 Kenwood
Avenue
CAMDEN, New
Jersey 08103-
2904

– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops

– English

HOUSING &
COMMUNITY
DEVELOPMENT
NETWORK OF
NEW JERSEY

ST. JOSEPH'S
CARPENTER
SOCIETY

Phone: 856-966-8117
E-mail: **N/A**
Website: **www.sjcscamden.org**
Agency ID: 84308

20 Church St
Camden, New
Jersey 08105-
2414

– Financial, Budgeting, and
Credit Workshops
– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops

– English
– Spanish

HOUSING &
COMMUNITY
DEVELOPMENT
NETWORK OF
NEW JERSEY

CCCS OF
DELAWARE
VALLEY, INC.
DBA CLARIFI

Phone: 800-989-2227
Toll-free: 800-989-2227
Fax: 215-563-7020
E-mail: **customerservice@clarifi.org**
Website: **www.clarifi.org**
Agency ID: 82100

1060 Kings
Highway North
Suite 315
Cherry Hill, NJ
08034
CHERRY HILL,
New Jersey
08034-1910

– Financial
Management/Budget
Counseling
– Mortgage Delinquency and
Default Resolution
Counseling
– Non-Delinquency Post
Purchase Workshops
– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops
– Rental Housing Counseling
– Services for Homeless
Counseling

–
Cantonese
– Chinese
Mandarin
– English

CCCS OF
DELAWARE
VALLEY, INC.
DBA CLARIFI

Phone: 973-643-8800
Toll-free: 800-656-9637

1040 Kings
Highway

– Home Improvement and
Rehabilitation Counseling

NEW JERSEY CITIZEN ACTION	<p>Fax: 973-643-8100 E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 81026</p>	Suite 308 CHERRY HILL, New Jersey 08034-1908	<ul style="list-style-type: none"> - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling 	<ul style="list-style-type: none"> - English - Spanish 	NEW JERSEY CITIZEN ACTION
HOUSING PARTNERSHIP FOR MORRIS COUNTY	<p>Phone: 973-659-9222 E-mail: N/A Website: www.housingpartnershipnj.org Agency ID: 81648</p>	2 E Blackwell St Ste 12 Dover, New Jersey 07801- 4645	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Resolving/Preventing Mortgage Delinquency Workshops 	<ul style="list-style-type: none"> - English - Spanish 	NEIGHBORHOOD REINVESTMENT CORP. DBA NEIGHBORWORKS AMERICA
CATHOLIC CHARITIES OF THE ARCHDIOCESE OF NEWARK	<p>Phone: 973-266-7964 Fax: 973-676-0172 E-mail: copt-hof@ccannj.org Website: www.ccannj.com Agency ID: 90020</p>	37 Evergreen Place EAST ORANGE, New Jersey 07018-2154	<ul style="list-style-type: none"> - Rental Housing Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	CATHOLIC CHARITIES USA
TRI-CITY PEOPLES CORPORATION	<p>Phone: 973-675-4484-2165 Fax: 862-930-3745 E-mail: tcaldwell@tri-citypeoples.org Website: www.tri-citypeoples.org Agency ID: 83474</p>	60 Evergreen Place, Suite 412 EAST ORANGE, New Jersey 07018-2117	<ul style="list-style-type: none"> - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Resolving/Preventing Mortgage Delinquency Workshops 	<ul style="list-style-type: none"> - English 	
URBAN LEAGUE OF UNION COUNTY	<p>Phone: 908-351-7200 E-mail: N/A Website: www.uloucnj.org Agency ID: 80403</p>	288 N Broad St Elizabeth, New Jersey 07208- 3711	<ul style="list-style-type: none"> - Fair Housing Pre-Purchase Education Workshops - Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Services for Homeless Counseling 	<ul style="list-style-type: none"> - Creole - English - Portuguese - Russian - Spanish 	NATIONAL URBAN LEAGUE

URBAN LEAGUE FOR BERGEN COUNTY	<p>Phone: 201-568-4988 Fax: 201-568-4989 E-mail: info@ulbcnj.org Website: www.ulbcnj.org Agency ID: 80405</p>	<p>12 Tenafly Road, Suite 103 ENGLEWOOD, New Jersey 07631-2206</p>	<p>- Mortgage Delinquency and Default Resolution Counseling</p>	<p>- English - Spanish - Turkish</p>	
OCEAN COMMUNITY ECONOMIC OPPORTUNITY ACTION NOW, INC. (O.C.E.A.N., INC.)	<p>Phone: 848-240-4570 Fax: 609-677-6805 E-mail: bhudson@oceaninc.org Website: www.oceaninc.org Agency ID: 90137</p>	<p>76 West Jimmie Leeds Rd. Suite 103 GALLOWAY, New Jersey 08205-9411</p>	<p>- Rental Housing Counseling - Services for Homeless Counseling</p>	<p>- English - Spanish</p>	OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N., INC.)
COUNTY OF BERGEN, DEPARTMENT OF HUMAN SERVICES, DIVISION OF SENIOR SERVICES	<p>Phone: 201-336-7431 Fax: 201-336-7430 E-mail: N/A Website: www.co.bergen.nj.us Agency ID: 80398</p>	<p>1 Bergen County Plz Fl 2 Hackensack, New Jersey 07601-7075</p>	<p>- Reverse Mortgage Counseling</p>	<p>- English - Korean - Spanish</p>	
FAIR HOUSING COUNCIL OF NORTHERN NEW JERSEY	<p>Phone: 201-489-3552 Fax: 201-489-8472 E-mail: fhcnnj1@optimum.net Website: www.fairhousingnj.org Agency ID: 80399</p>	<p>131 Main St Suite 140 Hackensack, New Jersey 07601-7052</p>	<p>- Fair Housing Pre-Purchase Education Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling</p>	<p>- Arabic - Cambodian - English - Italian</p>	NATIONAL COMMUNITY REINVESTMENT COALITION, INC.
GREATER BERGEN COMMUNITY ACTION, INC.	<p>Phone: 201-968-0200 Fax: 201-342-9339 E-mail: info@greaterbergen.org Website: www.bergencap.org Agency ID: 84293</p>	<p>392 Main St Hackensack, New Jersey 07601-5805</p>	<p>- Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Services for Homeless Counseling</p>	<p>- English - Spanish</p>	NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
FAMILY GUIDANCE CENTER CORPORATION	<p>Phone: 609-586-2574 Fax: 609-586-1465 E-mail: mary.halupa@fgccorp.org Website: www.fgccorp.org Agency ID: 82094</p>	<p>1931 Nottingham Way Hamilton, New Jersey 08619-3554</p>	<p>- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Services for Homeless Counseling</p>	<p>- English - Spanish</p>	NATIONAL FOUNDATION FOR CREDIT COUNSELING, INC.
NEW JERSEY	<p>Phone: 800-656-9637 Toll-free: 800-656-9637 Fax: 973-643-8100</p>	<p>75 Raritan Ave., Suite 200 HIGHLAND</p>	<p>- Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and</p>	<p>- English</p>	NEW JERSEY

CITIZEN ACTION	<p>E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 80769</p>	<p>PARK, New Jersey 08904-2450</p>	<p>Default Resolution Counseling - Pre-purchase Counseling</p>	<p>- Spanish</p>	CITIZEN ACTION
<p>HUDSON COUNTY HOUSING RESOURCE CENTER, INC.</p>	<p>Phone: 201-795-5615 Fax: 201-434-8643 E-mail: avilela@hudsonhrc.org Website: www.hudsonhrc.org Agency ID: 84986</p>	<p>857 Bergen Ave JERSEY CITY, New Jersey 07306-4405</p>	<p>- Rental Housing Counseling</p>	<p>- English - Portuguese - Spanish</p>	
<p>THE WATERFRONT PROJECT, INC.</p>	<p>Phone: 551-256-7578 Fax: 201-630-4313 E-mail: dhendon@thewaterfrontproject.org Website: www.thewaterfrontproject.org Agency ID: 90239</p>	<p>830 Bergen Ave. Suite 4A JERSEY CITY, New Jersey 07306-4507</p>	<p>- Rental Housing Counseling - Rental Housing Workshops</p>	<p>- English - Spanish</p>	<p>HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY</p>
<p>GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS</p>	<p>Phone: 732-409-6281 Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: education@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 84870</p>	<p>200 U.S. Highway 9 North MANALAPAN, New Jersey 07726-3072</p>	<p>- Financial Management/Budget Counseling - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Reverse Mortgage Counseling</p>	<p>- English - Spanish</p>	
<p>NAVICORE SOLUTIONS - MANALAPAN, NJ</p>	<p>Phone: 732-409-6281 Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: housing@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 82226</p>	<p>200 US Highway 9 Manalapan, New Jersey 07726-3072</p>	<p>- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Reverse Mortgage Counseling</p>	<p>- English - Spanish</p>	<p>GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS</p>
<p>CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT</p>	<p>Phone: 609-390-9652 Toll-free: 888-738-8233 Fax: 609-390-9653 E-mail: help@cc-bc.com Website: www.cc-bc.com Agency ID: 81557</p>	<p>299 S Shore Rd US Route 9 So Marmora, New Jersey 08223-1210</p>	<p>- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops</p>	<p>- English - Spanish</p>	<p>CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT</p>
			<p>- Financial Management/Budget Counseling</p>		

CONSUMER
CREDIT AND
BUDGET
COUNSELING,
DBA NATIONAL
FOUNDATION
FOR DEBT
MANAGEMENT

Phone: 609-390-9652
Toll-free: 888-738-8233
Fax: 609-390-9653
E-mail: help@cc-bc.com
Website: www.cc-bc.com
Agency ID: 90224

299 S Shore Rd
US Route 9 So
Marmora, New
Jersey 08223-
1210

- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

- English
- Spanish

CONSUMER
CREDIT AND
BUDGET
COUNSELING,
DBA NATIONAL
FOUNDATION
FOR DEBT
MANAGEMENT

HOMES OF
MONTCLAIR
ECUMENICAL
CORP.
(HOMECORP)

Phone: 973-744-4141
Fax: 973-744-5333
E-mail: info@homecorp.org
Website: www.homecorp.org
Agency ID: 90058

1 Woodland
Ave
Montclair, New
Jersey 07042-
4606

- Financial Management/Budget Counseling
- Financial, Budgeting, and Credit Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops

- English
- Spanish

HOUSING &
COMMUNITY
DEVELOPMENT
NETWORK OF
NEW JERSEY

NID-HCA D.
WILLIAMS

Phone: 973-590-2727
E-mail: Latishacarlisle@nidonline.org
Website: www.nidhousing.com
Agency ID: 81254

301 E. Hanover
Ave
MORRISTOWN,
New Jersey
07960-4098

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

- English

NATIONAL
ASSOCIATION OF
REAL ESTATE
BROKERS-
INVESTMENT
DIVISION, INC

URBAN LEAGUE
OF MORRIS
COUNTY

Phone: 973-539-2121
E-mail: **N/A**
Website: ulmcnj.org
Agency ID: 83757

300 Madison
Ave Ste A
Morristown,
New Jersey
07960-6169

- Mortgage Delinquency and Default Resolution Counseling

- English

AFFORDABLE

Phone: 732-389-2958

3535 Route 66
Ste 4

- Financial, Budgeting, and Credit Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops

NEW JERSEY
HOUSING AND

HOUSING ALLIANCE, INC.	E-mail: N/A Website: www.housingall.org Agency ID: 82133	Neptune, New Jersey 07753-2625	<ul style="list-style-type: none"> - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Resolving/Preventing Mortgage Delinquency Workshops - Reverse Mortgage Counseling 	<ul style="list-style-type: none"> - English - Spanish 	MORTGAGE FINANCE AGENCY
PUERTO RICAN ACTION BOARD, INC. (HOUSING COALITION OF CENTRAL JERSEY UNIT)	Phone: 732-249-9700 Fax: 732-249-4121 E-mail: gmelendez@prab.org Website: www.prab.org Agency ID: 84236	90 Jersey Ave NEW BRUNSWICK, New Jersey 08901-3258	<ul style="list-style-type: none"> - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
LA CASA DE DON PEDRO	Phone: 973-485-0701-4601 Fax: 973-485-7448 E-mail: lprezeau@lacasanwk.org Website: www.lacasanwk.org Agency ID: 84555	317 Roseville Avenue NEWARK, New Jersey 07107-1703	<ul style="list-style-type: none"> - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops 	<ul style="list-style-type: none"> - English - Spanish 	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) NEWARK, NJ	Phone: 973-679-2601 Toll-free: 617-250-6222 Fax: 877-329-6222 E-mail: N/A Website: https://www.naca.com Agency ID: 84368	60 Park Pl Fl 15 Newark, New Jersey 07102-5511	<ul style="list-style-type: none"> - Fair Housing Pre-Purchase Education Workshops - Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Predatory Lending Education Workshops 	<ul style="list-style-type: none"> - English - Other - Spanish 	NEIGHBORHOOD STABILIZATION CORPORATION (NACA COUNSELING SUBSIDIARY)
NEW COMMUNITY FEDERAL CREDIT UNION	Phone: 973-621-2363 Fax: 973-645-0252 E-mail: mulu@newcommunity.org Website: www.newcommunityFCU.org Agency ID: 81161	274 S Orange Ave Newark, New Jersey 07103-2419	<ul style="list-style-type: none"> - Fair Housing Pre-Purchase Education Workshops - Financial Management/Budget Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Predatory Lending Education Workshops 	<ul style="list-style-type: none"> - English - Hindi 	CONSUMER CREDIT COUNSELING SERVICES OF SAN FRANCISCO D/B/A BALANCE

<p>NEW JERSEY CITIZEN ACTION</p>	<p>Phone: 973-643-8800 Toll-free: 800-656-9637 Fax: 973-643-8100 E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 80765</p>	<p>The Hahnes Building 625 Broad Street, Suite 270 Newark, New Jersey 07102</p>	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops 	<ul style="list-style-type: none"> - English - Spanish 	<p>HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY</p>
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<p>URBAN LEAGUE OF ESSEX COUNTY</p>	<p>Phone: 973-624-9535 Fax: 973-624-9597 E-mail: alarkins@ulec.org Website: www.ulec.org Agency ID: 83500</p>	<p>508 Central Avenue NEWARK, New Jersey 07107-1430</p>	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Resolving/Preventing Mortgage Delinquency Workshops - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	<p>NATIONAL URBAN LEAGUE</p>
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<p>CATHOLIC FAMILY AND COMMUNITY SERVICES, A CATHOLIC CHARITIES AGENCY FOR THE DIOCESE OF PATERSON</p>	<p>Phone: 973-279-7100-20 Fax: 973-523-1150 E-mail: aalonso@catholiccharities.org Agency ID: 82257</p>	<p>24 DeGrasse Street PATERSON, New Jersey 07505-2001</p>	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Rental Housing Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - Arabic - English - Hindi - Polish - Spanish 	<p>CATHOLIC CHARITIES USA</p>
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<p>HOUSING AUTHORITY OF THE CITY OF PATERSON</p>	<p>Phone: 973-345-5085 Fax: 973-345-5522 E-mail: lruiz@patersonha.org Website: www.patersonhousingauthority.org Agency ID: 81792</p>	<p>60 Van Houten St Paterson, New Jersey 07505-1028</p>	<ul style="list-style-type: none"> - Financial, Budgeting, and Credit Workshops - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Predatory Lending Education Workshops 	<ul style="list-style-type: none"> - English - Spanish 	
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			<ul style="list-style-type: none"> - Mortgage Delinquency and Default Resolution 		
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<p>PUERTO RICAN ASSOCIATION FOR HUMAN DEVELOPMENT, INC.</p>	<p>Phone: 732-442-1081 Fax: 732-826-3082 E-mail: prahd@prodigy.net Website: www.prahd.org Agency ID: 84906</p>	<p>100 First Street PERTH AMBOY, New Jersey 08861-4645</p>	<p>Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Resolving/Preventing Mortgage Delinquency Workshops</p>	<p>– English – Spanish</p>	<p>UNIDOS US</p>
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<p>THE HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY</p>	<p>Phone: 732-826-3110-631 Fax: 732-826-3111 E-mail: ehill@perthamboyha.org Website: www.perthamboyha.org/ Agency ID: 83664</p>	<p>881 Amboy Avenue PERTH AMBOY, New Jersey 08861-1911</p>	<p>– Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Resolving/Preventing Mortgage Delinquency Workshops</p>	<p>– English – Other – Spanish</p>	
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<p>CENTRAL JERSEY HOUSING RESOURCE CENTER, INC.</p>	<p>Phone: 908-704-9659 Fax: 908-704-9235 E-mail: cjhrc@verizon.net Website: www.cjhrc.org Agency ID: 80650</p>	<p>600 1st Ave Ste 3 Raritan, New Jersey 08869-1346</p>	<p>– Financial, Budgeting, and Credit Workshops – Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Rental Housing Workshops – Services for Homeless Counseling</p>	<p>– English – Spanish</p>	
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<p>FAITH FELLOWSHIP COMMUNITY DEVELOPMENT CORPORATION</p>	<p>Phone: 732-727-9500 E-mail: N/A Website: ffcdc.net Agency ID: 82472</p>	<p>2707 Main St Sayreville, New Jersey 08872-1457</p>	<p>– Financial Management/Budget Counseling – Financial, Budgeting, and Credit Workshops – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops</p>	<p>– English – Spanish</p>	<p>NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY</p>
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			<p>– Financial Management/Budget Counseling</p>		
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<p>MONEY MANAGEMENT INTERNATIONAL - SPRING LAKE</p>	<p>Phone: 866-232-9080 Toll-free: 866-232-9080 Fax: 866-921-5129 E-mail: counselinginfo@moneymanagement.org Website: www.moneymanagement.org Agency ID: 82645</p>	<p>700 Allaire Rd Spring Lake, New Jersey 07762-2289</p>	<p>- Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling</p> <p>- English - Spanish</p>	<p>MONEY MANAGEMENT INTERNATIONAL INC.</p>
<p>OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N., INC.)</p>	<p>Phone: 732-288-2614-100 E-mail: hwestbrook@oceaninc.org Website: www.oceaninc.org Agency ID: 82440</p>	<p>2008 Route 37 TOMS RIVER, New Jersey 08753-7183</p>	<p>- Financial, Budgeting, and Credit Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Services for Homeless Counseling</p> <p>- English - Spanish</p>	
<p>AMERICAN CREDIT ALLIANCE, INC.</p>	<p>Phone: 609-393-5400 Toll-free: 800-332-8648 Fax: 215-428-6746 E-mail: info@501plan.org Website: www.501plan.org Agency ID: 84140</p>	<p>26 South Warren Street TRENTON, New Jersey 08608-2108</p>	<p>- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops</p> <p>- English - French - Russian - Spanish</p>	<p>AMERICAN CREDIT ALLIANCE</p>
<p>ISLES, INCORPORATED</p>	<p>Phone: 609-341-4731 E-mail: prose@isles.org Website: isles.org/ Agency ID: 80988</p>	<p>10 Wood St Trenton, New Jersey 08618-3921</p>	<p>- Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Resolving/Preventing Mortgage Delinquency Workshops</p> <p>- Cantonese - English - Spanish</p>	<p>HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY</p>
<p>NORTH HUDSON COMMUNITY ACTION CORPORATION</p>	<p>Phone: 201-210-0100 E-mail: N/A Website: www.nhcac.org Agency ID: 80255</p>	<p>407 39th St Fl 2 Union City, New Jersey 07087-4817</p>	<p>- Fair Housing Pre-Purchase Education Workshops - Financial, Budgeting, and Credit Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Services for Homeless Counseling</p> <p>- English - Spanish</p>	
<p>BURLINGTON COUNTY COMMUNITY ACTION</p>	<p>Phone: 609-239-4013 Fax: 609-835-9607 E-mail: mmayhand@bccap.org Website: www.bccap.org</p>	<p>One Van Sciver Parkway WILLINGBORO, New Jersey</p>	<p>- Rental Housing Counseling - Services for Homeless Counseling</p> <p>- English</p>	<p>NEW JERSEY HOUSING AND MORTGAGE FINANCE</p>

PROGRAM

Agency ID: 81842

08046-1026

AGENCY

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Introduction: 06/14/2018
Publication: 06/21/2018
Planning Board: 06/25/2018
Adoption: 06/28/2018
Publication: 07/05/2018

**BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY**

ORDINANCE NO. 2018-024

**AN ORDINANCE TO AMEND CHAPTER 145 “LAND USE AND DEVELOPMENT
ORDINANCE”, ARTICLE 5 “AFFORDABLE HOUSING REGULATIONS TO
ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE
UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING
COMPLIANCE WITH THE BOROUGH’S AFFORDABLE HOUSING OBLIGATIONS**

WHEREAS, the Borough of High Bridge has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough Council of the Borough of High Bridge desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by the Supreme Court in In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (“Mt. Laurel IV”) seeking approval of a Housing Element and Fair Share Plan that satisfies the Borough’s obligation to provide for its fair share of the regional need of low- and moderate-income housing; and

WHEREAS, after a Fairness Hearing held on February 13, 2018, by Order dated February 13, 2018, Hon. Thomas Miller, J.S.C. approved a settlement agreement between the Borough of High Bridge and Fair Share Housing Center, which established the Borough’s affordable housing obligations; and

WHEREAS, the High Bridge Planning Board has adopted a Housing Element and Fair Share Plan dated June 6, 2018 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, the Borough is desirous of amending and supplementing the Borough Code to implement the above-referenced Housing Element and Fair Share Plan, which has been endorsed by the Governing Body, and include provisions addressing High Bridge’s constitutional obligation to provide for its fair share of low and moderate income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, this Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units.

NOW, THEREFORE BE IT ORDAINED, that Article 5 "Affordable Housing Regulations" is hereby deleted in its entirety and replaced as follows:

Article 5. Affordable Housing Ordinance

Section 501. Title and Statutory Authorization.

- A. The title of this chapter shall be the "Affordable Housing Ordinance."
- B. The Legislature of the State of New Jersey has, in the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., delegated the authority to local governments to adopt an ordinance to provide a realistic opportunity for sound shelter for low and moderate income households. Therefore, the Council of the Borough of High Bridge does ordain as follows:

Section 502. Monitoring and Reporting Requirements.

The Borough of High Bridge shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

- A. Beginning on the first anniversary of the Judgment of Compliance and Repose, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (DCA), Council on Affordable Housing (COAH) or Local Government Services (LGS), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by DCA, COAH or LGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- B. Beginning on the first anniversary of the Judgment of Compliance and Repose, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
- C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled

mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the Borough, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented.

- D. Within 30 days of the third anniversary of the Judgment of Compliance and Repose, and every third year thereafter until July 1, 2025, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including its family very-low income requirements. Such posting shall invite any interested party to submit comments to the Borough and FSHC, regarding whether the Borough has complied with its very-low income housing obligation under the terms of the December 11, 2017 Settlement Agreement (executed on December 15, 2017).

Section 503. Definitions.

- A. The following terms when used in this Ordinance shall have the meanings given in this Section:

ACT - The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

ADAPTABLE - Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT - The entity designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

AFFIRMATIVE MARKETING - A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE - The average percentage of median income at which new restricted units in an affordable housing development are affordable to low and moderate income households.

AFFORDABLE - A sales price or rent level that is within the means of a low or moderate income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT - A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary

development, a municipal construction project or a one hundred percent (100%) affordable housing development.

AFFORDABLE HOUSING PROGRAM(S) - Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT - A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGENCY - The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

AGE-RESTRICTED UNIT - A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are sixty-two years of age or older; or 2) at least eighty percent (80%) of the units are occupied by one person who is fifty-five years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ALTERNATIVE LIVING ARRANGEMENT - A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE - A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD - A household that has been certified by an Administrative Agent as a low income household or moderate income household.

COAH - The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.), or any successor agency charged with the administration of the Act.

COURT – The Superior Court of New Jersey, Law Division, Hunterdon County.

DCA - The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT - A housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER - Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

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

INCLUSIONARY DEVELOPMENT - A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW INCOME HOUSEHOLD - A household with a total gross annual household income equal to fifty percent (50%) or less of the regional median household income by household size.

LOW INCOME UNIT - A restricted unit that is affordable to a low income household.

MAJOR SYSTEM - The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

MARKET-RATE UNITS - Housing not restricted to low and moderate income households that may sell or rent at any price.

MEDIAN INCOME - The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

MODERATE INCOME HOUSEHOLD - A household with a total gross annual household income in excess of fifty percent (50%) but less than eighty percent (80%) of

the regional median household income by household size.

MODERATE INCOME UNIT - A restricted unit that is affordable to a moderate income household.

NON-EXEMPT SALE - Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS - A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT - The maximum housing value in each housing region affordable to a four-person household with an income at eighty percent (80%) of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

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

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

RESTRICTED UNIT - A dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

UHAC - The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

VERY-LOW INCOME HOUSEHOLD - A household with a total gross annual household income equal to thirty percent (30%) or less of the regional median household income by household size.

VERY-LOW INCOME UNIT - A restricted unit that is affordable to a very-low income household.

WEATHERIZATION Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm

doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

Section 504. Applicability.

- A. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of High Bridge pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.
- B. Moreover, this Ordinance shall apply to all developments that contain low and moderate income housing units, including any currently unanticipated future developments that will provide low and moderate income housing units.
- C. Any property in the Borough of High Bridge that is currently zoned for non-residential uses and subsequently receives a zoning change or use variance or approval of a redevelopment plan to permit residential development, or that is currently zoned for residential uses and receives approval for residential development, shall provide an affordable housing set-aside of at least twenty percent (20%) of the residential units constructed, as required for developments located within the jurisdiction of the Highlands Water Protection and Planning Council, pursuant to N.J.S.A. 52:27D-329.9(a), whether the units will be for rent or will be for sale. No property shall be subdivided so as to avoid compliance with this requirement. All affordable units shall be governed by the provisions of this Ordinance.

Section 505. Rehabilitation Program.

- A. High Bridge's rehabilitation program shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
- B. Both owner-occupied and renter-occupied units shall be eligible for rehabilitation funds.
- C. All rehabilitated units shall remain affordable to low and moderate income households for a period of ten (10) years (the control period). For owner-occupied units the control period will be enforced with a lien and for renter-occupied units the control period will be enforced with a deed restriction.
- D. The Borough of High Bridge shall dedicate \$10,000 for each unit to be rehabilitated (hard costs) through this program and shall main sufficient funds to implement the rehabilitation program for the Borough.
- E. The Borough of High Bridge shall designate, subject to the approval of the Court, one or more Administrative Agents to administer the rehabilitation program in accordance with N.J.A.C. 5:91 and N.J.A.C. 5:93. The Administrative Agent(s) shall provide a rehabilitation manual for the owner-occupancy rehabilitation program and a rehabilitation manual for the rental-occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of the Court. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

- F. Units in a rehabilitation program shall be exempt from the Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
1. 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 rent and affirmatively marketed pursuant to UHAC.
 2. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
 3. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 4. Applicant and/or tenant households shall be certified as income-eligible in accordance with UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

Section 506. Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and Uniform Housing Affordability Controls (UHAC), with the following exceptions:
1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by COAH or the Court;
 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- B. With the exception of units established with capital funding through a twenty (20)-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least thirty (30)-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by COAH or the Court.
- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 507. Inclusionary Zoning.

- A. To implement the fair share plan in a manner consistent with the terms of the December 11, 2017 Settlement Agreement (executed December 15, 2017), ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning shall be permitted on the

following properties consistent with the provisions of High Bridge’s Housing Element and Fair Share Plan and the terms of the Settlement Agreement.

1. 100 West Main Street. This property is known as Block 24, Lot 16. A Redevelopment Plan has been adopted that permits inclusionary multi-family residential development as one of the permissible uses. The Redevelopment Plan permits eight (8) units per acre. A twenty percent (20%) affordable set-aside is required.
2. Downtown Business District. The Borough previously amended its Land Use Ordinance in 2014 to permit inclusionary residential development. The ordinance permits a maximum of six (6) residential units on lots between 5,000 and 10,000 square feet. A maximum of eight (8) residential units are permitted on lots greater than 10,000 square feet. A twenty percent (20%) affordable set-aside is required.
3. Mixed-Use Corridor District. The Borough will create a new conditional use within this zone that will permit inclusionary multi-family residential development on lots of at least 25,000 square feet. The maximum density will be fifteen (15) units per acre. The building height will be limited to three (3) stories and forty-five (45) feet. A minimum of twenty percent (20%) of the units shall be reserved for affordable housing. Finally, the ordinance will require the residential development to be a part of a mixed-use building where there are commercial uses on the ground floor.

Section 508. Phasing Schedule for Inclusionary Zoning.

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low and Moderate Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

Section 509. Fractional Units and Payments-in-Lieu.

- A. Inclusionary developments that result in an affordable housing obligation fraction of 0.5 or more shall either round up and provide the extra affordable unit or pay an in-lieu fee.
- B. The payment-in-lieu for High Bridge shall be \$100,000 for 2018. The payment-in-lieu shall increase by 3% each year. To calculate the payment-in-lieu the developer shall multiply the fraction by the payment. For example, a fraction of 0.6 triggered in 2018

would require a payment of \$60,000. The payment shall be made to the Borough's Affordable Housing Trust Fund.

Section 510. New Construction.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low and moderate income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least thirteen percent (13%) of all restricted rental units shall be very-low income units (affordable to a household earning thirty percent (30%) or less of regional median income by household size). Fifty percent of the very-low income units shall be available to families. The very-low income units shall be counted as part of the required number of low income units within the development.
2. In each affordable development, at least fifty percent (50%) of the restricted units within each bedroom distribution shall be very-low or low income units.
3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - a. The combined number of efficiency and one-bedroom units shall be no greater than twenty percent (20%) of the total low and moderate income units;
 - b. At least thirty percent (30%) of all low and moderate income units shall be two bedroom units;
 - c. At least twenty percent (20%) of all low and moderate income units shall be three bedroom units; and
 - d. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low and moderate income units within the inclusionary development. This standard may be met by having all one bedroom units or by having a two-bedroom unit for each efficiency unit. The Borough shall not be permitted to claim credit to satisfy its obligations under the Settlement Agreement for age-restricted units that exceed twenty-five percent (25%) of all units developed.

B. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - a. An adaptable toilet and bathing facility on the first floor; and
 - b. An adaptable kitchen on the first floor; and
 - c. An interior accessible route of travel on the first floor; and
 - d. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - e. If not all of the foregoing requirements in 2.a. through 2.d. can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs 2.a. through 2.d. above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - f. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that High Bridge has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
 - (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (2) To this end, the builder of restricted units shall deposit funds within the Borough of High Bridge's Affordable Housing Trust Fund sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
 - (3) The funds deposited under paragraph f.(2) above shall be used by the Borough of High Bridge for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - (4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of High Bridge for the conversion of adaptable to accessible entrances.

(5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

(6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

C. Design:

1. In inclusionary developments, to the extent possible, low and moderate income units shall be integrated with the market units.
2. In inclusionary developments, low and moderate income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum Rents and Sales Prices:

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures set forth in the Settlement Agreement dated December 11, 2017 (executed December 15, 2017).
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than sixty percent (60%) of median income, and the average rent for restricted rental units shall be affordable to households earning no more than fifty-two percent (52%) of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low income and moderate income units, provided that at least thirteen percent (13%) of all low and moderate income rental units shall be affordable to very-low income households, which very-low income units shall be part of the low income requirement.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy percent (70%) of median income, and each affordable development must achieve an affordability average of fifty-five percent (55%) for restricted ownership units; in achieving this affordability average, moderate income ownership units must be

available for at least three different sales prices for each bedroom type, and low income ownership units must be available for at least two different sales prices for each bedroom type.

5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one (1) person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half (1.5) person household;
 - c. A two-bedroom unit shall be affordable to a three (3) person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half (4.5) person household; and
 - e. A four-bedroom unit shall be affordable to a six (6) person household.
6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one (1) person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half (1.5) person household; and
 - c. A two-bedroom unit shall be affordable to a two (2) person household or to two one (1) person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to ninety-five percent (95%) of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed twenty-eight percent (28%) of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed thirty percent (30%) of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however,

that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. 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.
10. The rents of very-low, low and moderate income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Section 511. Utilities.

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 512. Occupancy Standards.

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sexes with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two (2) persons from occupying a single bedroom.

Section 513. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until High Bridge takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 514. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low and moderate income purchasers and those paid by market purchasers.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital

improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 517.

Section 515. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low income ownership units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of median income and moderate income ownership units shall be reserved for households with a gross household income less than eighty percent (80%) of median income.
- B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to the Court's approval, permit a moderate income purchaser to buy a low income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low income unit that is sold to a moderate income household shall retain the required pricing and pricing restrictions for a low income unit.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one (1) year.
- D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low income household or a moderate income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed thirty-three percent (33%) of the household's eligible monthly income.

Section 516. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
- B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed ninety-five percent (95%) of the maximum allowable resale price of the

unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 517. Capital Improvements to Ownership Units.

- A. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to ten (10) year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 518. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until High Bridge takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Hunterdon. A copy of the filed document shall be provided to the Administrative Agent within thirty (30) days of the receipt of a Certificate of Occupancy.
- C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;

2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 519. Rent Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed five percent (5%) of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least fifteen percent (15%) of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 520. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 1. Very-low income rental units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the regional median household income by household size.
 2. Low income rental units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the regional median household income by household size.
 3. Moderate income rental units shall be reserved for households with a gross household income less than eighty percent (80%) of the regional median household income by household size.
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very-low income household, low income household or a

moderate income household, as applicable to the unit, and the rent proposed for the unit does not exceed thirty-five percent (35%) (forty percent (40%) for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in A.1. through B.5. above with the Administrative Agent, who shall counsel the household on budgeting.

Article 5.1. Municipal Housing Liaison.

Section 521. Purpose

The purpose of this article is to create the administrative mechanisms needed for the execution of the Borough of High Bridge's responsibility to promote and oversee the provision of affordable housing pursuant to the Fair Housing Act of 1985.

Section 522. Definitions.

- A. As used in this article, the following terms shall have the meanings indicated:

ADMINISTRATIVE AGENT - The entity duly designated and responsible for administering the affordability controls on low and moderate income units created in the Borough of High Bridge to ensure that the restricted units are affirmatively marketed and sold or rented, as applicable, only to very-low, low and moderate income households.

MUNICIPAL HOUSING LIAISON - The municipal employee duly designated by the governing body with the responsibility for monitoring, reporting oversight and general administration of the affordable housing program for the Borough of High Bridge.

Section 523. Establishment of position and compensation; powers and duties.

- A. Establishment of position of Municipal Housing Liaison. There is hereby established the position of Municipal Housing Liaison for the Borough of High Bridge.
- B. Subject to the approval of the Court, the Municipal Housing Liaison shall be appointed by the governing body and may be a full- or part-time municipal employee.
- C. The Municipal Housing Liaison shall be responsible for monitoring, reporting, oversight and general administration of the affordable housing program for the Borough of High Bridge, including the following responsibilities which may not be contracted out to an Administrative Agent:
 - 1. Serving as the Borough of High Bridge's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents, and interested households;
 - 2. Monitoring the status of all restricted units in the Borough of High Bridge's Housing Element and Fair Share Plan;
 - 3. Compiling, verifying and publishing on the Borough's website all referenced monitoring reports as required by the Court;
 - 4. Coordinating meetings with affordable housing providers and the administrative agent(s) as applicable; and
 - 5. Attending continuing education programs as required to obtain and maintain certification as a Municipal Housing Liaison.
- D. Subject to approval by the Court, the Borough of High Bridge may contract with or authorize a consultant, authority, government or any agency charged by the governing body, which entity shall have the responsibility of administering the affordable housing program of the Borough of High Bridge. If the Borough of High Bridge contracts with another entity to administer all or any part of the affordable housing program, including the affordability controls and affirmative marketing plan, the Municipal Housing Liaison shall supervise the contracting administrative agent.
- E. Compensation. Compensation shall be fixed by the governing body at the time of the appointment of Municipal Housing Liaison.

Article 5.2. Administrative Agent

Section 524. Purpose.

The purpose of this article is to create the administrative mechanisms needed for the execution of the Borough of High Bridge's responsibility to promote and oversee the provision of affordable housing pursuant to the Fair Housing Act of 1985.

Section 525. Establishment of position; powers and duties.

An Administrative Agent may be an independent entity serving under contract to and reporting to the municipality. The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of High Bridge and the provisions of N.J.A.C. 5:80-26.15; and
2. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low or moderate income unit;
3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
5. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of High Bridge when referring households for certification to affordable units; and
7. Notifying the following entities of the availability of affordable housing units in the Borough of High Bridge: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NAACP New Brunswick Main Branch and Youth Council Branch, the Plainfield Area Branch and the Central Jersey Housing Resource Center.

C. Affordability Controls:

1. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
2. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Hunterdon County Register of Deeds or Hunterdon County Clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Re-rentals:

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
2. Instituting and maintaining an effective means of communicating information to low (or very-low) and moderate income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners:

1. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

1. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
3. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
4. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
5. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
6. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

G. Additional Responsibilities:

1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Article 5.3. Affirmative Marketing Requirements.

Section 526. Affordable Marketing Requirements.

- A. The Borough of High Bridge shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.
- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Hunterdon, Middlesex and Somerset Counties.
- D. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Borough of High Bridge shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
- E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

- G. The affirmative marketing process for available affordable units shall begin at least four (4) months or one hundred twenty (120) days prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the Middlesex County Administration Building, Somerset County Administration Building, Somerset County Library Headquarters, Hunterdon County Library Headquarters, Borough Hall and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
- I. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in High Bridge to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NAACP New Brunswick Main Branch, Youth Council Branch and Plainfield Area Branch, and the Central Jersey Housing Resource Center.
- J. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 527. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low or moderate income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of sixty (60) days after service of the written notice:
 - 1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - a. A fine of not more than five hundred dollars (\$500.00) per day or imprisonment for a period not to exceed ninety (90) days, or both, provided that each and every day that the violation continues or exists shall be

considered a separate and specific violation of these provisions and not a continuation of the initial offense;

- b. In the case of an Owner who has rented a low or moderate income unit in violation of the regulations governing affordable housing units, payment into the Borough of High Bridge Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - c. In the case of an Owner who has rented a low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
2. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low or moderate income unit.
- a. The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low and moderate income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low and moderate income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two (2) years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two (2) year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- c. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low and moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low and moderate income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low and moderate income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- e. Failure of the low and moderate income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low and moderate income unit as permitted by the regulations governing affordable housing units.
- f. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 528. Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Repealer. Any Ordinances or parts thereof in conflict with the provisions of these Ordinance are hereby repealed as to their inconsistencies only.

Effective Date. This Ordinance shall not take effect until approved by the Court.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of High Bridge held on June 14, 2018, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on June 28, 2018 at 7:30 p.m. or as soon thereafter as the Borough Council may hear this Ordinance at the Borough Hall, 97 West Main Street, High Bridge, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Adam Young
Borough Clerk

Adopted:



Mark Desire, Mayor
Borough Council

Attest:



Adam Young
Borough Clerk

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Introduction: 06/14/2018
Publication: 06/21/2018
Planning Board: 06/25/2018
Adoption: 06/28/2018
Publication: 07/05/2018

**BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY**

ORDINANCE NO. 2018-025

AN ORDINANCE TO AMEND CHAPTER 145 “LAND USE AND DEVELOPMENT FEE ORDINANCE”, ARTICLE 7 “FEES, GUARANTEES, INSPECTIONS AND OFF-TRACT IMPROVEMENTS”, SECTION 704 “DEVELOPER FEES” TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES AS PERMITTED BY THE FAIR HOUSING ACT

WHEREAS, In Holmdel Builder’s Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development; and

WHEREAS, by the Council of the Borough of High Bridge, Hunterdon County, New Jersey, that Chapter 145, Article 7, Section 704 is hereby to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

NOW, THEREFORE BE IT ORDAINED, that Article 7, Section 704 “Developer Fees” is hereby deleted in its entirety and replaced as follows:

Section 704. Affordable Housing Development Fees.

A. Purpose.

1. This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very-low, low and moderate income housing in accordance with a Court-approved Spending Plan.

B. Basic Requirements.

1. This Ordinance shall not be effective until approved by the Court.
2. The Borough of High Bridge shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

C. Definitions.

1. The following terms, as used in this Ordinance, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - Development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred percent (100%) affordable housing development.

COAH or the COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

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

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

D. Residential Development Fees

1. Imposition of Fees

- a. Within the Borough of High Bridge, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- b. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two (2)-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two (2)-year period preceding the filing of the variance application.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

- a. Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Borough of High Bridge, shall be exempt from the payment of development fees.
- b. Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.
- c. Improvements or additions to existing one and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one (1) year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

- d. Homes replaced as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee.

E. Non-Residential Development Fees.

1. Imposition of Fees

- a. Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b. Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

- a. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.
- b. The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.
- c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that

event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

- e. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within forty-five (45) days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of High Bridge as a lien against the real property of the owner.

F. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.
2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
3. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.
4. Within ninety (90) days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.
5. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.
6. Within ten (10) business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should the Borough of High Bridge fail to determine or notify the developer of the amount of the development fee within ten (10) business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount

consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

8. Except as provided in Section E.1.c. hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.
9. Appeal of Development Fees
 - a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Borough of High Bridge. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - b. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Borough of High Bridge. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund.

1. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of High Bridge for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - a. Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of High Bridge;

- b. Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - c. Rental income from municipally operated units;
 - d. Repayments from affordable housing program loans;
 - e. Recapture funds;
 - f. Proceeds from the sale of affordable units; and
 - g. Any other funds collected in connection with High Bridge's affordable housing program.
3. In the event of a failure by the Borough of High Bridge to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of High Bridge, or, if not practicable, then within the County or the Housing Region.
- a. Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.
4. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

H. Use of Funds.

1. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of High Bridge's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not

limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

2. Funds shall not be expended to reimburse the Borough of High Bridge for past housing activities.
3. At least thirty percent (30%) of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty percent (30%) or less of the median income for Housing Region 3, in which High Bridge is located.
 - a. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - b. Affordability assistance to households earning thirty percent (30%) or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning thirty percent (30%) or less of median income. The specific programs to be used for very-low income affordability assistance shall be identified and described within the Spending Plan.
 - c. Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of High Bridge, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. The Borough of High Bridge may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.
5. No more than twenty percent (20%) of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for

municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

- a. In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the twenty percent (20%) of collected development fees that may be expended on administration.
- b. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements.

I. Monitoring.

The Borough of High Bridge shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with High Bridge's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

J. Ongoing Collection of Fees.

1. The ability for the Borough of High Bridge to impose, collect and expend development fees shall be permitted through the expiration of the repose period covered by its Judgment of Compliance and shall continue thereafter so long as the Borough of High Bridge has filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
2. If the Borough of High Bridge is not pursuing authorization to impose and collect development fees after the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any

funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

3. After the expiration of the Judgment of Compliance, if the Borough does not pursue or obtain continued authorization, the Borough of High Bridge shall not impose a residential development fee on a development that receives preliminary or final site plan approval, retroactively impose a development fee on such a development, or expend any of its collected development fees.

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Repealer. Any Ordinances or parts thereof in conflict with the provisions of these Ordinance are hereby repealed as to their inconsistencies only.

Effective Date. This Ordinance shall not take effect until approved by the Court.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of High Bridge held on June 14, 2018, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on June 28, 2018 at 7:30 p.m. or as soon thereafter as the Borough Council may hear this Ordinance at the Borough Hall, 97 West Main Street, High Bridge, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Adam Young
Borough Clerk

Adopted:



Mark Desire, Mayor
Borough Council

Attest:



Adam Young
Borough Clerk

Introduction: 06/14/2018
Publication: 06/21/2018
Planning Board: 06/25/2018
Adoption: 06/28/2018
Publication: 07/05/2018

**BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY**

ORDINANCE NO. 2018-026

**AN ORDINANCE OF THE BOROUGH OF HIGH BRIDGE AMENDING AND
SUPPLEMENTING CHAPTER 145, “LAND USE AND DEVELOPMENT
ORDINANCE”, ARTICLE 4 “DISTRICT REGULATIONS” TO ADD CERTAIN
CONDITIONALLY-PERMITTED USES TO THE MIXED-USE CORRIDOR ZONE
AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO**

WHEREAS, the Borough Council of the Borough of High Bridge desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by the Supreme Court in *In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (201)* (“*Mt. Laurel IV*”) seeking approval of a Housing Element and Fair Share Plan that satisfied the Borough’s obligation to provide for its fair share of the regional need of low and moderate income housing; and

WHEREAS, after a Fairness Hearing held on February 13, 2018, by Order dated February 13, 2018, Hon. Thomas C. Miller, approved a settlement agreement between the Borough of High Bridge and Fair Share Housing Center; and

WHEREAS, pursuant to the requirements of the February 13, 2018 Order, the Borough of High Bridge intends to supplement its Zoning Ordinance to include provisions addressing High Bridge’s constitutional obligation to provide for its fair share of low and moderate income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, the High Bridge Planning Board has adopted a Housing Element and Fair Share Plan dated June 6, 2018 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, this Ordinance is intended to implement the above-referenced Housing Element and Fair Share Plan, which has been endorsed by the Governing Body.

NOW, THEREFORE BE IT ORDAINED, by the Governing Body of the Borough of High Bridge that Chapter 145 “Land Use and Development Ordinance”, Article 4 “District Regulations”, Section 406.1, “Regulations for MUC, Mixed-Use Corridor Zone”, is hereby amended and supplemented by the underlined as follows:

5. Clubs, lodges and fraternal organizations, conditions as follows:
 - a. The minimum lot area shall be one-half (0.5) acres.
 - b. Parking facilities must be provided at a rate of one (1) space per one hundred (100) square feet of gross floor area.
6. Multi-family residential above non-residential uses, conditions as follows:
 - a. The minimum lot area shall be 25,000 square feet.
 - b. The minimum front yard setback shall be fifteen (15) feet.
 - c. The maximum front yard setback shall be forty (40) feet.
 - d. The minimum side yard setback shall be ten (10) feet, but in the case where the adjacent use is a single-family home, the side yard setback shall be twenty (20) feet.
 - e. The minimum rear yard setback shall be thirty (30) feet.
 - f. The maximum lot coverage shall be eighty (80%) percent.
 - g. The maximum building height shall be three (3) stories and forty-five (45) feet.
 - h. The maximum density shall be fifteen (15) units per acre.
 - i. Ground floor uses shall be permitted MUC non-residential uses, however, a maximum of one (1) handicapped adaptable residential unit may be permitted on the ground floor, so long as the unit is located to the rear of the non-residential use(s) and is accessed from the side or rear of the building.
 - j. A minimum of 20% of the units shall be reserved for affordable housing. All affordable units shall be deed restricted for a minimum of 30 years. The developer shall be responsible for retaining a qualified Administrative Agent.
 - k. The following parameters shall not be considered a condition of the use and if they cannot be met, shall be deemed a design waiver:
 - (1) Where the property abuts an existing single-family home, a solid screen comprised of either a six (6) foot-tall fence or evergreen shrubs six (6) feet in height shall be installed to screen the parking area and any visible trash areas.
 - (2) No dumpster or trash facilities shall be located within twenty (20) feet of a property line shared with an existing single-family home.
 - (3) Off-street parking shall be provided for the residential units in accordance with the Residential Site Improvement Standards. All required residential parking shall be provided on-site. Off-street parking for non-residential uses shall comply with Section 306.B.

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Repealer. Any Ordinances or parts thereof in conflict with the provisions of these Ordinance are hereby repealed as to their inconsistencies only.

Effective Date. This Ordinance shall not take effect until approved by the Court.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of High Bridge held on June 14, 2018, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on June 28, 2018 at 7:30 p.m. or as soon thereafter as the Borough Council may hear this Ordinance at the Borough Hall, 97 West Main Street, High Bridge, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Adam Young
Borough Clerk

Adopted:



Mark Desire, Mayor
Borough Council

Attest:



Adam Young
Borough Clerk