

***AFFORDABLE HOUSING BOARD  
OF THE  
TOWN OF SECAUCUS***

***POLICY AND PROCEDURE MANUAL  
FOR THE  
HOUSING REHABILITATION PROGRAM***

***Revised June 2018***

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## **PREAMBLE**

The Town of Secaucus established the Affordable Housing Board as the vehicle for administering the town's Housing Element. The Town of Secaucus has addressed its affordable housing obligation with the adoption of its first Housing Element on November 22, 1989. The Housing Element was granted substantive certification by the Council on Affordable Housing (COAH) on October 8, 1992. The town subsequently filed plans for rounds 2 and 3. The 3<sup>rd</sup> round plan was adopted in December of 2008 was submitted to the New Jersey Council on Affordable Housing and never received approval. The New Jersey Supreme Court established a process, in 3/10/15 decision for municipalities to obtain approval of their housing plans. The Town of Secaucus entered into a settlement agreement on June 15<sup>th</sup>, 2017 in order to get its plan approved by the court. The town's housing plan was submitted to the court by September 30<sup>th</sup>, 2017. This plan supersedes all previous plans

The town has determined that it has a need and a capability to implement a Rehabilitation Program. As such, the Housing Element includes a rehabilitation component for the purpose of addressing the town's indigenous need. The plan mandates that the town provide sufficient funding in order to accomplish 42 units (57-15 previously completed) of rehabilitation. The Town of Secaucus approved a development fee ordinance on May 5<sup>th</sup>, 1995. The Trust Fund has sufficient funding to undertake the Rehabilitation Program.

The Affordable Housing Board of the Town of Secaucus adopted its initial Rehabilitation Program on January 20<sup>th</sup>, 2000. The town is in the process of implementing the Rehabilitation Program in accordance with the requirements as set forth by in the court settlement described above. The requirements of the program are included in the attached "Policy and Procedure Manual for the Housing Rehabilitation Program."

***Town of Secaucus  
Municipal Government Center  
Secaucus, New Jersey 07094***

***Secaucus Town Council***

Mayor Michael Gonnelli  
Councilman John Gerbasio  
Councilman Robert Costantino  
Councilman James Clancy  
Councilman Mark Dehnert  
Councilwoman Orieta Tringali  
Councilman William McKeever  
Gary Jeffas-Town Administrator

***Affordable Housing Board***

Chairperson-Richard Steffens  
George Broemmer  
Joan Cali  
William Carr  
Margaret Marra Cutola  
Carleen Perricone  
Charles Voorhees  
William F. Snyder-AHB Administrator

## Housing Rehabilitation Program

REHABILITATION

IST

### Minimum Standards

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

	<b>Eligible Participants</b>
<input type="checkbox"/>	Categories of Participants –Owners/Renters
<input type="checkbox"/>	Income Limits – The carrying costs of the unit should meet COAH criteria.
<input type="checkbox"/>	Certification of Substandard – List Major Systems
	<b>Available Benefits</b>
<input type="checkbox"/>	Program Financing – Owners/Renters
<input type="checkbox"/>	Program Affordability Controls
<input type="checkbox"/>	Program Affordability Controls – Owner-occupied - Lien
<input type="checkbox"/>	Program Affordability Controls – Renter-occupied – Deed and may include a lien
	<b>Eligible Property Improvements</b>
<input type="checkbox"/>	Eligible property improvements - Sample related work
<input type="checkbox"/>	Ineligible property improvements
<input type="checkbox"/>	Rehabilitation Standard
<input type="checkbox"/>	Certification of Standards required
	<b>Overview of Administrative Procedures</b>
<input type="checkbox"/>	Preliminary Application/Interview – Owners/Renters
<input type="checkbox"/>	Income Eligibility and Program Certification – Documents to be submitted Owners/Renters – period of eligibility
<input type="checkbox"/>	Housing Inspection/Substandard Certification
<input type="checkbox"/>	Ineligible Properties – The total debt must be less than the appraised price.
<input type="checkbox"/>	Work Write-up and Cost Estimate
<input type="checkbox"/>	Contractor Bidding Negotiations – Min 3 Bids/Max # Bids
<input type="checkbox"/>	Contractor Signing/Pre-Construction Conference – indicate # days to begin work and complete work
<input type="checkbox"/>	Progress Inspections
<input type="checkbox"/>	Change Orders
<input type="checkbox"/>	Payment Schedule
<input type="checkbox"/>	Appeal Process – Property Improvements
<input type="checkbox"/>	Final Inspection
<input type="checkbox"/>	Recorded Mortgage, Mortgage Note, Restricted Covenant
	<b>Income Eligibility Certification</b>
<input type="checkbox"/>	Verification documentation required
<input type="checkbox"/>	Eligible Income/Ineligible Income
<input type="checkbox"/>	Appeal Process – Income Eligibility
	<b>Contractor Related Procedures</b>
<input type="checkbox"/>	Standards for contractor selection – 3 recent job references, licenses, evidence of financial stability to secure performance bond, workmen’s compensation BI \$100,000/\$300,000 PD \$50,000 minimum
<input type="checkbox"/>	# of proposals required – minimum of 3 - # of days in which to submit bid – bids must fall within max of 10% of cost estimate – award to lowest bidder

<input type="checkbox"/>	Contractor Requirements – work schedule and agreement
<input type="checkbox"/>	List of Pre-qualified Contractors

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



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## INTRODUCTION

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

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

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

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

### A. Fair Housing and Equal Housing Opportunities



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

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

## SECTION I. ELIGIBLE PARTICIPANTS

### A. Categories of Participants

Both landlord and homeowner housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

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

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

The occupants of the units must have incomes that fall within the income guidelines established for this program. These income limits can be found in Appendix A.

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

If the rehabilitation program is funded with state or federal funds, the regulations of these funding sources must be taken into consideration. Regarding income limits, use the lowest income limits.

## **C. Program Area**

This is a municipal-wide program. The rehabilitation property must be located in the Town of Secaucus.

This Program is town wide.

## **D. Certification of Substandard**

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

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

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

## **SECTION II. AVAILABLE BENEFITS**

### **A. Program Financing**

Up to \$15,000.00 per unit may be available for improvements to eligible landlords and homeowner units. The funding shall come from the town's affordable housing trust fund.

### **B. Landlords**

Landlords who own apartments that are restricted to occupancy by low and moderate-income households and are price-restricted to affordable rent levels are also eligible for loans. Loans to landlords will be limited to \$15,000.00 for qualified rehabilitation work. The rehabilitation funds will be in the form of a loan at three percent (3%) interest on which repayment will be

deferred until the earlier of either the time of sale of the unit or ten years at which time the affordability controls on the unit expire. There will be no monthly payments by the borrower. The loan will be secured by a recorded mortgage. The loan shall be forgiven after the affordability control expires. If the property is transferred or sold during the affordability period, the loan must be paid in full with no forgiveness granted. Principal and interest must be paid at that time. Interest is compounded annually on these loans.

### **C. Homeowners**

Interest free loan for a 10 year term. The loan shall be forgiven at a rate of 10% per year. The total loan shall be forgiven after the 10 year affordability control has expired. If the unit is sold or another ineligible tenant occupies the unit, the balance of the loan must be repaid at the time. If the unit is immediately reoccupied by an eligible tenant, the loan shall remain in place for the balance of the affordability period. Low and moderate-income homeowners could borrow up to \$15,000.00 per unit for qualified, rehabilitation work. The rehabilitation funds will be in the form of a non-interest (0%) loan on which repayment will be deferred until the time of sale of the unit. There will be no monthly or annual payments by the homeowner. The loan will be secured by a recorded mortgage.

### **D. Program Affordability Controls**

Ten-year controls on affordability on both owner-occupied units and rental units are required.

### **E. Affordability Controls**

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

### **F. Subordination**

The municipality may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit. Additionally, for an owner occupied unit, the household must be re-certified as low- or moderate-income.

### **H. Legal Instruments**

The deed restrictions, recapture mortgage, liens, and other legal instruments referenced above are intended to protect the interests of the municipality. The municipality will record with the County of Hudson Clerk's Office various legal instruments to protect its interest. In the event that a program recipient violates the program conditions, the municipality may choose to enforce its rights through the terms set forth in the various recorded legal instruments.

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

### **A. Eligible Improvements**

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

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

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

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

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

## **B. Ineligible Improvements**

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

## **C. Rehabilitation Standards**

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

## **D. Certification of Standard**

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

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

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

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

*Secaucus Municipal Building  
Secaucus Housing Authority  
Secaucus Public Library*

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

If after the program staff reviews a preliminary application an owner-occupant appears to be income eligible, an interview will be arranged with the applicant for a formal application to the program. At the time of the interview, the applicant must present required documentation. Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

**Applications will be processed in the order of receipt.**

### **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.

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

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

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

After the initial interview and the program staff has substantiated that the occupant is income-eligible, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the applicant's and/or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for

rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

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

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

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

### **D. Ineligible Properties**

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

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

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

### **E. Cost Estimate**

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

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

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

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

The program may permit a property owner to seek proposals from non-program participating contractors. However, the Affordable Housing Board must pre-approve the contractor prior to submitting a bid.

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

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

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

#### **H. Progress Inspections**

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

#### **I. Change Orders**

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

#### **J. Payment Schedule**

Progress payments shall be made in accordance with the attached applicable appendix.

#### **K. Appeal Process**

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's Affordable Housing Board for a hearing. The municipality's

Affordable Housing Board will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's Affordable Housing Board's decision will be binding on both the applicant and the contractor

#### **L. Final Inspection**

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

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

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

#### **N. File Closing**

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

### **SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION**

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

If the rehabilitation program is funded with state or federal funds, the regulations of these funding sources must be taken into consideration. Regarding income limits, use the lowest income limits. For the income qualifying process, use the regulations of the funding source and modify this Operating Manual accordingly.

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. (except for the asset test).<sup>1</sup> Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as

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<sup>1</sup> Asset Test – N.J.A.C. 5:80-26.16(b)3 which provides that if an applicant household 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 shall be denied by the administrative agent, unless the applicant's existing monthly housing costs ...exceed 38 percent of the household's eligible monthly income.

- Social Security or SSI – Current award letter or computer print out letter
- Unemployment – verification of Unemployment Benefits
- Welfare -TANF<sup>2</sup> current award letter
- Disability - Worker's compensation letter or
- Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

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. TANF

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<sup>2</sup> TANF – Temporary Assistance for Needy Families

8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

### ***Not Income***

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

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

### ***Student Income***

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

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

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

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

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

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

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

#### **D. Appeals**

Appeals from all decisions of an Administrative Agent shall be made in writing to the Administrator of the Town of Secaucus

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

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

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.<sup>3</sup> The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 30 days. The contract will be awarded to the lowest bidder<sup>4</sup>, provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 10 percent of the cost estimate.

### **C. Contractor Requirements**

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

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<sup>3</sup> The program may permit a property owner to seek proposals from non-program participating contractors. However, the municipality must pre-approve the contractor prior to submitting a bid.

<sup>4</sup> If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

## **SECTION VII. MAINTENANCE OF RECORDS**

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

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

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

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

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

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

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

Individual files will be maintained throughout the process and submitted to the Affordable Housing Board upon termination of the program.

### **D. Rehabilitation Log**

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

## **E. Monitoring**

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

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

## **SECTION VIII. PROGRAM MARKETING**

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation program. Program information will be available at the municipal building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

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

## IX. RENTAL PROCEDURES –

### A. Fair Housing and Equal Housing Opportunities



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

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

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

- The Municipal Housing Liaison 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 randomly selected, through a lottery, to create a pool of applicants.
- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process.
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Once certified, households are further screened to match household size to bedroom size.
- Certified households that are approved for a rental affordable housing unit will sign 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.

## C. Roles and Responsibilities

### *Responsibilities of the Municipal Housing Liaison*

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

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

**Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households.** The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

**Compile, verify and submit annual reporting.** Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

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

### *Responsibilities of an Administrative Agent*

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

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

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

**Implement the municipality's Affirmative Marketing Plan.** The Administrative Agent, 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 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 COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

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

**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 COAH monitoring report.** An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

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

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

The Municipal Attorney assists the municipality with developing, administering, 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 COAH reporting.

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

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

## **D. Affirmative Marketing**

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

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

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.

- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

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

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

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

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

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

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Affordable Housing Board undertakes all of the strategies outlined in the 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.

An applicant pool will be maintained by the Affordable Housing Board for re-rentals.

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

#### **FREQUENTLY ASKED QUESTIONS**

Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units

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

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

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

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

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

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

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

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

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

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

### ***Initial Randomization***

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

After advertising is implemented, applications are accepted for thirty (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.

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

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

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

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

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

The new applicant pool will be added to the remaining list of applicants.

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

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

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;
- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

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

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

## FREQUENTLY ASKED QUESTIONS

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

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

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

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

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

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

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

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

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

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

## **G. Application Fees**

The Administrative Agent's fee schedule can be found in the Appendix XX.

## **H. Maximum Monthly Payments**

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

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

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

## **I. Housing Counseling**

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

## **J. The Applicant Interview**

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

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

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

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

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

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
  - Social Security or SSI – Current award letter or computer print out letter
  - Unemployment – verification of Unemployment Benefits

- Welfare -TANF<sup>5</sup> current award letter
- Disability - Worker's compensation letter or
- Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

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. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate

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<sup>5</sup> TANF – Temporary Assistance for Needy Families

11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

### ***Not Income***

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

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

### ***Student Income***

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

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

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

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

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

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over \$250,000, it is unlikely that an appraisal will determine a value below the asset limit. The maximum asset limit for Region 1 in 2006, for example, is \$139,396.

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

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

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

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

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

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

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

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

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

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

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

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

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

## **M. Dismissal of Applications**

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.
2. The applicant commits fraud, or the application is not materially or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular property.
5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.

8. The applicant changes address or other contact information without informing the Administrative Agent in writing.
9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.
10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
11. The applicant does not respond to periodic update inquiry in a timely fashion.
12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
13. The applicant, once approved, fails to sign the lease in a timely manner.
14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

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

## **N. Appeals**

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

## **FREQUENTLY ASKED QUESTIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer: No. A household is only required to attend housing counseling if their monthly housing expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

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

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the criteria of the property manager or landlord. The Administrative Agent must still collect income

verification documentation to match the household to an appropriately priced unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer: In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer, affordable housing provider or owner, so as to assure the policy is applied consistently.

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

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

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

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as

dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:

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

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

## O. Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the COAH calculators located at <http://www.nj.gov/dca/affiliates/coah/resources.calculators.html>.

**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 COAH’s Annual Regional Income Limits Chart at the time of occupancy:

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

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 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

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

## P. Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH’s Annual Regional Income Limits Chart, available on COAH’s website. 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 COAH-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 COAH-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.

### **Sample Program Financing**

Loans will be interest-free and the balance due when title to the property is transferred. The interest free loan shall be for the \$15,000.00 Affordable Housing Trust Fund. Should an owner-occupant die before repayment of the loan, the balance of the loan will be due at the time of settlement of the estate. However, if the household inheriting the unit is income eligible and agrees to occupy the unit or even if not income-eligible agrees to rent the unit only to income-eligible households, the terms of the funding agreement shall be transferred to the inheriting household. The new owner(s) must commit to keeping rental units affordable for the full 10 years specified in the original agreement.

Loam shall be forgiven at a rate of 10% per year for each full year of the loan.

Funding for owner-occupied units will be secured by a mortgage and mortgage note to the municipality.

Funding for renter-occupied units will be secured by a mortgage and mortgage note to the municipality.

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

### **Sample Program Financing:**

If the homeowner resides in his/her unit for the 10-year period after completion, the loan will be totally forgiven. 10% of the loan shall be forgiven for each complete year of the loan cycle. If the homeowner decides to vacate the home prior to the completion of the term, the balance of the loan shall become payable upon the date of such sale or transfer. In the event of the death of the homeowner, the loan is an immediate obligation of the beneficiary unless the beneficiary meets the required income-eligibility guidelines and resides in the unit or rents to an income-eligible household.

# **LOCAL AFFORDABILITY ASSISTANCE PROGRAMS**

## **What is This**

### **Security Deposit Assistance**

Secaucus will designate \$10,000.00 of its affordable housing trust fund as a revolving Security Deposit Assistance Fund. An interest free loan from the fund will be received by an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit.

The security deposit assistance will be in the form of a cash loan equal to the security deposit amount determined by the landlord paid to the landlord on behalf of the tenant.

At the termination of the lease, the landlord will return the portion of the security deposit it determines to Secaucus along with any interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord to Secaucus. Funds returned to the municipality will be placed in the affordable housing trust fund to be used for future security deposit assistance.

### **Other Affordability Assistance Programs**

Secaucus will designate \$15,000.00 of its affordable housing trust fund as a revolving other assistance fund.

#### **Mortgage assistance**

An interest free loan from the fund will be received by an income eligible home-owner who qualifies for a low or moderate income unit to pay for costs associated with their first mortgage or other related homeowner expenses that could help prevent foreclosure (i.e., condominium fees, utility bills, etc.) The term of the loan shall not exceed 10 years and will be repaid at the end of this period or upon sale of the unit.

#### **Rental Assistance**

Eligible low & moderate income renters may apply for rental assistance to assist in preventing eviction due to causes beyond the control of the tenant. The rental assistance will be in the form of a grant and shall be paid directly to the landlord.

### **Administration**

Secaucus Affordability Assistance Programs will be administered by the Affordable Housing Board. After an applicant is income qualified by the Affordable Housing Board pursuant to COAH's rules and the Uniform Housing Affordability Controls, or cannot be qualified due to a need for assistance, an affordability assistance application will be completed and forwarded with all necessary documentation to the Affordability Housing Board Administrator.

The affordability assistance recipient will sign a contract with Secaucus which states, at a minimum: the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information.

The availability of any Affordability Assistance Programs must be noticed to all tenants of affordable units within Secaucus and provided to all administrative agents of affordable units within Secaucus.

An income eligible occupant or applicant for an affordable unit within municipality may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.

## Rehabilitation Program Audit Checklist

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

## Rehabilitation Program Audit Checklist For Rental Units

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

## PROGRAM ADMINISTRATION FORMS

Administration of the AHBS Housing Rehabilitation Program requires the utilization of forms in various areas of program operation. The following represents forms to be used by housing officer for applicant file completion, reporting efforts and organizational activities.

FORM CATEGORY	DESCRIPTION
Applicant Information:	Case File Checklist
	Preapplication
	Acknowledgement/Priority Case
	Acknowledgement/Non-Priority
	Acknowledgement/Not Eligible
	Appointment Confirmation/Items to Bring
	Income Eligibility Determination Form
	Certification of Eligible Household
	Inspection Acknowledgement
	Financial Privacy Act Notice
	Financial Privacy Notice Acknowledgement and Certification of Authorized Person
	Supplemental Documentation Request
	Processing Discontinuance Notice
	Verification of Student Status
	Income Certification Affidavit -Non Contribution
	Request for verification of Employment
	Request for Verification of Deposit
	Real Estate Tax Payment
	Environmental Factors Checklist

FORM CATEGORY

DESCRIPTION

Noise Assessment Form,

Flood Insurance Documentation

Historic Preservation Documentation

Owner Occupant Assistance Agreement

Investor Assistance Agreement

Case Approval Sheet

Case Approval Summary Sheet

Approval/Inspection Notification

Inspection Notice

Mortgage for Direct Subsidy

Note and Disclosure Statement

Mortgage Modification Agreement

Mortgage for Direct Subsidy Investor-Owner Lien

Investor-Owner Lien Note and Disclosure Statement

Notice of Right of Rescission

Contractor  
Information:

Contractor Registration Application

Affirmative Action Affidavit

Non-Collusion Affidavit of Prime Bidder

Qualification of Contractors

FORM CATEGORY

DESCRIPTION

Rehabilitation  
Work:

Contractor/Estimate Bid Proposal

Lead Based Paint Notice

Homeowner Verification of Contractor Selection

Contractor Selection

Notice to Selected Contractor

Notice to Rejected Contractor

Contractual Agreement

What to do Before the Contractor Arrives

Proceed Order

Contract Change Order

Preconstruction Meeting Checklist

Preconstruction Meeting - NJ Lien Law Form

Disposition of Funds

Inspection Report

Work Completion Certification

Final Inspection Report

Notice of Deficiencies

Certificate of Completion

Voucher

Contractor's Final invoice and Warranty

Payment Certification Affidavit

Check Receipt Form

CASE FILE CHECKLIST

Homeowner Name: \_\_\_\_\_ Case #: \_\_\_\_\_

Census Tract: \_\_\_\_\_ Funding Year: \_\_\_\_\_

Date Preapplication Received: \_\_\_\_\_ Interview Date: \_\_\_\_\_

Interview Completion Date (all documentation in): \_\_\_\_\_

Household Composition (Check as applicable):

Elderly (62 or older) \_\_\_\_\_ Family \_\_\_\_\_ Large Family \_\_\_\_\_  
Female Head \_\_\_\_\_ Handicapped \_\_\_\_\_ Disabled \_\_\_\_\_

Household Characteristics (Check applicable):

Hispanic \_\_\_\_\_ Black (Non Hispanic) \_\_\_\_\_ White (Non Hispanic) \_\_\_\_\_  
Asian/Pacific Islander \_\_\_\_\_ American Indian \_\_\_\_\_ Other \_\_\_\_\_

Assistance Type:

Deferred Loan \_\_\_\_\_ 3% \_\_\_\_\_ Interest Loan \_\_\_\_\_

Assistance Amount: \_\_\_\_\_ Case Approval Date: \_\_\_\_\_

Additional Amount Assistance (if any) \_\_\_\_\_

Homeowner Funds if any \_\_\_\_\_

Inspection Date: \_\_\_\_\_ Cost estimate: \_\_\_\_\_

Bid Amounts: \_\_\_\_\_

Low Bidder: \_\_\_\_\_

Minority \_\_\_\_\_ Non-Minority \_\_\_\_\_

Contract Date: \_\_\_\_\_ Total Contract amount: \_\_\_\_\_  
(Include Contract Amendments)

Proceed Order Date: \_\_\_\_\_

Final Inspection Date: \_\_\_\_\_

Mortgage Sent to Register's Office: \_\_\_\_\_

File closed by: \_\_\_\_\_

***Affordable Housing Board  
Of the Town of Secaucus***  
**HOUSING REHABILITATION PROGRAM PREAPPLICATION**

APPLICANT'S NAME: \_\_\_\_\_

TELEPHONE: Home: \_\_\_\_\_ Work: \_\_\_\_\_

<u>FAMILY COMPOSITION:</u>	<u>Number of Persons</u>
ELDERLY (62 or older)	
ADULTS (19 - 61 years)	
MINORS (18 or younger)	
TOTAL:	_____

Check your Answer to the Following:

Handicapped Person in Family	YES	NO
Head of Household is Elderly	YES	NO
Head of Household is Female	YES	NO

ANNUAL FAMILY INCOME (from all sources):

Salary	\$ _____
Social Security/Retirement	\$ _____
Interest/Dividends	\$ _____
Other identify (itemize separately)	\$ _____
Total	\$ _____

HOME IMPROVEMENT NEEDS:

Briefly Describe Needed Improvements (use separate sheet if necessary):

PREAPPLICANT'S SIGNATURE: \_\_\_\_\_ Date

RETURN PROGRAM PREAPPLICATION FORM TO:

Town of Secaucus  
Affordable Housing Board  
Housing Rehabilitation Program  
700 County Avenue  
Secaucus, N.J. 07096-2016  
201-867-5902

(Receipt of Pre-application-eligible/priority)

Case Number: \_\_\_\_\_

Dear

This letter is to acknowledge receipt of your AHBS Preapplication for Housing Rehabilitation Program. Our review of the information which you provided on your preapplication indicates that you appear to be eligible for assistance under this program.

Your case appears to be one which qualifies for priority and processing. Therefore, a staff representative will meet with you to gather further information for your application.

Please contact our office at 201-867-5902 weekdays between 9:00 a.m. and 4:00 p.m. to arrange an appointment for an interview.

Sincerely,

(Receipt of Pre-application-eligible/non-priority)

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

Dear

This letter is to acknowledge receipt of your Secaucus Affordable Housing Board Housing Rehabilitation Program Preapplication. Our review of the information which you provided on your application indicates that you appear to be eligible for assistance under the program.

However, based on our current program criteria, your case does not appear to qualify for priority processing at this time. Your preapplication will be retained and reviewed again in the next cycle of assistance funding.

If you have any questions regarding this matter, please feel free to contact our office at 201 867-5902 weekdays between 9:00 AM to 4:00 PM to arrange for an interview.

Sincerely,

(Receipt of Pre-application-not eligible)

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

Dear

This letter is to acknowledge receipt of your AHBS Housing Rehabilitation Program preapplication. Our review of the information which you provided on your preapplication indicates that you do not appear to be eligible for assistance under this program.

If you have any questions regarding this matter or you wish to appeal this determination, please feel free to contact our office at 201 867-5902 weekdays between 9:00 AM to 4:00 PM

Sincerely,

(Notice of Appointment)

Case Number: \_\_\_\_\_

Dear

This letter is to confirm that you have an appointment with the AHBS Housing Rehabilitation Program staff representative to review your application for rehabilitation assistance. Your appointment is scheduled as follows:

Day:

Date:

Time:

Location:                   Secaucus Affordable Housing Board  
                                  700 County Ave.  
                                  Secaucus, N.J. 07096  
                                  201-867-5902

Listed below are examples of information that will be requested at this meeting. Please bring those items that apply to your case.

- I. Social security number(s) of all property owners.
  
2. Verification of all household income, such as:
  - a. Most recent pay stub.
  - b. Social security verification (call Social Security Office to request verification at 1-800-272-1111).
  - c. Pension pay stub.
  - d. Unemployment payment card.
  - e. Rent income receipts.
  - f. Verification of interest received on savings securities dividends, (i.e.: 1099 Form).
  
3. Most recent Federal Income Tax Return and W-2(s)
  
4. Deed to property
  
5. Receipt for property taxes
  
6. Homeowners insurance policy.
  
7. Description of home improvement needs.

If for some reason you are unable to keep this appointment, please contact our office as soon as possible.

Sincerely,

*Affordable Housing Board of the Town of Secaucus*

**REHABILITATION ASSISTANCE APPLICATION**

DATE: \_\_\_\_\_ CASE NO \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CENSUS TRACT: \_\_\_\_\_

SOCIAL SECURITY NUMBER(S): \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

REFERRED BY: \_\_\_\_\_

**FAMILY COMPOSITION**

NAME	RELATION TO HEAD	SEX	AGE
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

In accordance with Department of Housing & Urban Development Regulations, we are requesting that you voluntarily supply the program with the following information.

**CHECK APPLICABLE LINE:**

White (Not Hispanic origin) _____	_____ Black (Not Hispanic Origin)
American Indian or Alaskan Native _____	_____ Hispanic
Asian or Pacific Islander _____	_____ Other

If you choose to supply the above information, please initial: \_\_\_\_\_

Information supplied by program staff member: \_\_\_\_\_

**INCOME**

<u>FAMILY MEMBER</u>	<u>TYPE &amp; SOURCE OF VERIFICATION</u>	<u>AMOUNT (GROSS)</u>
----------------------	--	-----------------------

_____		
_____		
_____		

ASSETS:

FAMILY MEMBER	DESCRIPTION/AMOUNTS	DIVIDEND/INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL INCOME: \_\_\_\_\_

OUTSTANDING DEBTS: (Include Mortgage)

TYPE	MONTHLY PAYMENT	BALANCE
_____	_____	_____
_____	_____	_____
_____	_____	_____

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ABOVE DATA IS TRUE AND CORRECT AND THAT I AM AN OWNER-OCCUPANT OF THE PROPERTY FOR WHICH REHABILITATION IS PROPOSED.

"Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentation to any Department or Agency of the United States as to any matter within its jurisdiction."

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

# REHABILITATION ASSISTANCE APPLICATION TABULATION

## A. BASIC ELIGIBILITY

1. OWNERSHIP VERIFIED BY \_\_\_\_\_ RECORDS

2. OWNERSHIP-OCCUPANT VERIFICATION

Post Office Records \_\_\_\_\_  
Utility Records \_\_\_\_\_  
Staff Inspection \_\_\_\_\_  
Other \_\_\_\_\_

3. ONE TO FOUR DWELLING UNIT, RESIDENTIAL PROPERTY \_\_\_\_\_

## B. INCOME

TOTAL GROSS INCOME: \$ \_\_\_\_\_

## C. INCOME CATEGORY

1. NUMBER OF PERSONS IN HOUSEHOLD \_\_\_\_\_
2. LOW-INCOME LIMIT FOR HOUSEHOLD SIZE \_\_\_\_\_
3. VERY LOW -INCOME LIMIT FOR HOUSEHOLD SIZE \_\_\_\_\_
3. APPLICANT'S INCOME IS BELOW  
LOW-INCOME LIMITS \_\_\_\_\_  
VERY LOW-INCOME LIMITS \_\_\_\_\_

APPLICANT IS ELIGIBLE FOR: \_\_\_\_\_ Perpetual Lien  
\_\_\_\_\_ 3% Loan

AMOUNT: \$ \_\_\_\_\_

I understand the assistance type for which I am eligible and the terms and conditions as stated above and made known to me. Further I request that my case be submitted for approval under the rehabilitation program.

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Program Representative \_\_\_\_\_ Date \_\_\_\_\_

MORTGAGE CURRENT: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE

MORTGAGE COMPANY

NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

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

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

***INSPECTION ACKNOWLEDGEMENT***

I understand and agree to the following inspection guidelines and requirements:

1. If my application for rehabilitation assistance is approved, a complete inspection of my premises will be performed by the Secaucus Affordable Housing Board Housing Rehabilitation Program.
2. All deficiencies existing at my premises will be identified at the time of the inspections.
3. I understand that the rehabilitation assistance shall be used to correct the most serious deficiencies existing at my premises. Priority consideration will be given to those items that are a hazard to the health, safety and welfare of my household.

Homeowner \_\_\_\_\_

Date \_\_\_\_\_

Homeowner \_\_\_\_\_

Date \_\_\_\_\_

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

FINANCIAL PRIVACY ACT NOTICE

Name: \_\_\_\_\_

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

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

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

NOTICE

This notice is provided to you pursuant to the requirements of the Right to Privacy Act of 1978.

As a result of your request for and/or receipt of financial assistance under the AHBS Housing Rehabilitation Program, the New Jersey Council on Affordable Housing and agencies funding this program will have a right of access to financial records held by the AHBS in connection with the consideration and/or administration of assistance to you. Also, AHBS representative responsible for administrative, financial and/or fiscal matters associated with the Housing Rehabilitation Program will have a right of access to these financial records.

Pursuant to these rights of access, financial records involving your transaction will be available to these authorized officials without further notice or authorization from you. However, your financial records and information as contained therein will not be disclosed or released to any other persons; government agency or department without your prior written consent, except as may be permitted and/or required by law.

ACKNOWLEDGEMENT

I have read the Right to Financial Privacy Act Notice presented above, and by my signature below, acknowledge and accept the terms and conditions set forth therein.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

FINANCIAL PRIVACY NOTICE  
ACKNOWLEDGEMENT AND CERTIFICATION OF AUTHORIZED PERSON

Notice

This notice is provided pursuant to the requirements of the Right to Privacy Act of 1978.

As a result of my official position and capacity as certified below, I have a right of access to financial records held by the AHBS in connection with the AHBS Housing Rehabilitation Program.

Pursuant to this right of access, financial records involving rehabilitation assistance transactions will be available to me without further notice or authorization from the applicant. However, these financial records and information as contained therein shall not be disclosed or released to any other person, government agency or department without the prior written consent of the affected applicant as may be permitted and/or required by law.

Acknowledgements and Certifications

By my signature below:

1. I acknowledge that I am aware that applicants have been notified of the right of access to their financial records and the limitations on the use of this information.
2. I acknowledge that I have read the Right to Financial Privacy Act Notice presented above and accept the terms and conditions set forth therein.
3. I acknowledge that I am aware that a violation of the terms and conditions set forth above may be a violation of Federal law.
4. I certify that I have right of access to the Secaucus Affordable Housing Board Housing Rehabilitation Program financial records by virtue of the fact that I am:

\_\_\_\_\_ An AHBS representative responsible for  
program administration and or fiscal matters.

\_\_\_\_\_ An authorized representative of the New Jersey Council on Affordable  
Housing.

\_\_\_\_\_ A person with a right of access permitted and/or required by law as follows:  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

Date \_\_\_\_\_

(Applicant notice of missing information)

Case Number: \_\_\_\_\_

Dear

In order to complete your application file, the following items are required.

- 1.
- 2.
- 3.
- 4.
- 5.

Please submit the above to our office as soon as possible.

Sincerely,

(Applicant failure to respond)

Case Number: \_\_\_\_\_

Via: Certified Mail  
Return Receipt Requested

Dear

Please contact our office at (201) 867-5902 weekdays between 9:00 a.m. and 4:00 p.m. regarding your interest in the Secaucus Affordable Housing Board Housing Rehabilitation Program.

\_\_\_\_\_ You have not responded to our notification that your case may qualify for processing.

\_\_\_\_\_ You failed to attend your scheduled application interview.

\_\_\_\_\_ You have not provided information which must be received to process your application.

If we do not hear from you within ten (10) days from the date of this letter, we will assume that you are not longer interested in the program, and we will remove your application from our active processing file.

Sincerely,

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**VERIFICATION OF STUDENT STATUS**

My \_\_\_\_\_ is enrolled at \_\_\_\_\_  
(Son/Daughter) (Name) (Name of School)

as a \_\_\_\_\_ student.  
(Full-Time/Part-Time)

I hereby authorize the release of information to verify the above to the AHBS Housing Rehabilitation Program.

Date \_\_\_\_\_ Signature of Parent \_\_\_\_\_

\_\_\_\_\_ The above information is verified by me as true and correct based on my review of school records.

\_\_\_\_\_ The above information is modified as follows:

Date \_\_\_\_\_ Signature of School Official \_\_\_\_\_

Title \_\_\_\_\_

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**INCOME CERTIFICATION AFFIDAVIT**

State of New Jersey

SS:

County of Hudson

I, \_\_\_\_\_ residing at \_\_\_\_\_, in the Town of Secaucus in the County of Hudson and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that I am not employed nor do I contribute any money to the income of the household in which I reside.

Signature \_\_\_\_\_

Sworn and Subscribed Before Me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Case Number: \_\_\_\_\_

**SECAUCUS AFFORDABLE HOUSING BOARD**

**HOUSING REHABILITATION PROGRAM**

**REQUEST FOR VERIFICATION OF EMPLOYER**

**PART I- REQUEST**

Employer: \_\_\_\_\_

Applicant: \_\_\_\_\_

I have applied for a loan from the Secaucus Affordable Housing Board Rehabilitation Program. My signature below authorizes you to provide the information requested.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PART II – EMPLOYER’S VERIFICATION**

POSITION HELD \_\_\_\_\_ RATE OF PAY (Estimated, if not actually paid on hourly or annual basis) \_\_\_\_\_

Date of Employment \_\_\_\_\_

**PROBABILITY OF CONTINUED EMPLOYMENT**

**ADDITIONAL COMPENSATION**

Actual amount received past 12 months \$

Overtime \$

Commission \$

Bonus \$

Continued....

If applicant is in military service, give income on monthly basis as follows:

Base Pay:	\$
Quarters & Subsistence:	\$
Flight or Hazard duty allowance:	\$

SIGNATURE OF EMPLOYER

The above information is furnished in strict confidence, in response to your request.

Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

PLEASE USE THE ENCLOSED STAMPED, SELF-ADDRESSED ENVELOPE AND RETURN THE COMPLETED FORM TO:

Secaucus Affordable Housing Board  
P. O. Box 2016  
Secaucus, N.J. 07096-2016

Case Number: \_\_\_\_\_

**SECAUCUS AFFORDABLE HOUSING BOARD**

**HOUSING REHABILITATION PROGRAM**

**REQUEST FOR VERIFICATION OF DEPOSIT**

**PART I- REQUEST**

Depository: \_\_\_\_\_

Applicant: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**INFORMATION TO BE VERIFIED**

**TYPE OF ACCOUNT                      ACCOUNT IN NAME OF                      ACCOUNT# BALANCE**

**TO BE COMPLETED BY DEPOSITORY**

**PART 11 - VERIFICATION OF DEPOSITORY  
DEPOSIT ACCOUNTS OF APPLICANT (s)**

Type of Account	Account #	Current Balance	Average Balance For Previous Two Months	Date Opened
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

\_\_\_\_\_  
Signature of Depository

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law.

PLEASE USE THE ENCLOSED STAMPED, SELF-ADDRESSED ENVELOPE AND RETURN THE COMPLETED FORM TO:

Secaucus Affordable Housing Board  
P.O. 2016  
Secaucus, N.J. 07094-2016

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**REAL ESTATE TAX PAYMENTS**

Municipal Records

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

Name: \_\_\_\_\_

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

Tax Map Designation: \_\_\_\_\_

Taxes Paid to Date: Yes \_\_\_\_\_ No \_\_\_\_\_

If no, explain: \_\_\_\_\_

Records reviewed by: \_\_\_\_\_  
(Tax Collector)

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

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**ENVIRONMENTAL FACTORS CHECKLIST**

Program Name: \_\_\_\_\_

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

Historic Property Eligibility:

Eligible: \_\_\_\_\_ Non Eligible: \_\_\_\_\_

Source: \_\_\_\_\_

Clearance Date \_\_\_\_\_: By: \_\_\_\_\_

Noise Abatement Procedure

Applicable: \_\_\_\_\_ Non-Applicable: \_\_\_\_\_

Clearance Date: \_\_\_\_\_ By: \_\_\_\_\_

Federal Emergency Management Flood Insurance. (FEMA)

Maps Panel #: \_\_\_\_\_

Insurance, Required: Yes \_\_\_\_\_ No \_\_\_\_\_

Clearance Date: \_\_\_\_\_ By: \_\_\_\_\_

ATTACH MAP SHOWING PROJECT LOCATION

**SECAUCUS AFFORDABLE HOUSING BOARD**

**HOUSING REHABILITATION PROGRAM**

**NOISE ASSESSMENT FORM**

**INFORMATION:**

This form provides for a certification of existing and/or potential noise problems which may affect dwelling unit occupancy conditions. The Department of Housing and Urban Development in its efforts to provide decent housing and a suitable living environment is concerned with noise as a major source of environmental pollution as defined by subpart B on Noise Abatement and Control to Part 51 of Title 24 of the Code of Federal Regulations.

**INSTRUCTION:**

When measuring the distance from the site to any noise sources, measure from the source to the nearest points on the site where buildings have noise-sensitive uses located. These points define the noise assessment locations from the site. The relevant measurement location for buildings is a point 2 meters or 6.5 feet from the facade.

The degree of (DNL) acceptability of the noise environment at the site is determined by the outdoor day-night average sound level (in decibels db). The assessment of site condition is presented first as an evaluation of the site's exposure to 3 major sources of noise - aircraft, roadways and railways. These are then combined to assess for total noise at the site.

**ASSESSMENT: (Check one)**

A noise assessment has been undertaken for the subject property, Case # \_\_\_\_\_ The noise environment at the site has been determined to be:

\_\_\_\_\_ ACCEPTABLE (DNL) not exceeding 65 decibels). The noise exposure may be of some concern but common building constructions will make or has made the indoor environment acceptable and the outdoor environment will be reasonably pleasant for recreation and play.

\_\_\_\_\_ NORMALLY UNACCEPTABLE (DNL above 65 but not exceeding 75 decibels) The noise exposure is significantly more severe; barriers may be necessary between the site and prominent noise sources to make the outdoor environment acceptable; special building constructions may be necessary to ensure that people indoors are sufficiently protected from outdoor noise.

UNACCEPTABLE (DNL above 75 decibels) The noise exposure at the site is so severe that the construction cost to make the indoor noise environment acceptable may be prohibitive and the outdoor environment would still be unacceptable.

X \_\_\_\_\_

Date \_\_\_\_\_

Case Number: \_\_\_\_\_

**SECAUCUS AFFORDABLE HOUSING BOARD**  
**HOUSING REHABILITATION PROGRAM**  
**FLOOD INSURANCE DOCUMENTS**

PROPERTY IDENTIFICATION

Name of the Insured: \_\_\_\_\_

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

Tax Map Identification: \_\_\_\_\_

The property may be described as (check one):

- (a) \_\_\_\_\_ within the 100 year flood area or boundary.
- (b) \_\_\_\_\_ within the 500 year flood area or boundary.
- (c) \_\_\_\_\_ not in the flood zone.

Information verified By:

(Signature) \_\_\_\_\_

Program Instruction: If property is within 100-year flood boundary applicant for rehabilitation assistance must document flood insurance. A copy of policy information must be included in case file.

\_\_\_\_\_ (initial) Copy of policy attached

HISTORIC PRESERVATION REVIEW PROPERTY IDENTIFICATION

(Street Address)

\_\_\_\_\_  
(Municipality)

\_\_\_\_\_  
(Owner's Name)

(Block) \_\_\_\_\_

(Lot) \_\_\_\_\_

The property may be described as follows:

- (a) \_\_\_\_\_ The property IS INCLUDED in the New Jersey State and National Register of Historic Places.
- (b) \_\_\_\_\_ The property is ELIGIBLE for inclusion in the New Jersey State and National Register of Historic Places
- (c) \_\_\_\_\_ The property IS NOT included in the New Jersey State and National Register of Historic places and the property, IS NOT ELIGIBLE TO BE. included. in the New Jersey State and National Register of Historic. Places.

PROGRAM INSTRUCTION each property to be rehabilitated should first be checked to verify if included 'in the New Jersey State and National Register of Historic Places, (Check Register on file in office). If NOT included in Register, program staff should contact the Hudson County Office of Cultural and Heritage Affairs to check to see if property is eligible for inclusion in the Register.

IF PROPERTY IS INCLUDED OR IS ELIGIBLE TO BE INCLUDED IN THE STATE AND NATIONAL REGISTER OF HISTORIC PLACES ... CONTACT COUNTY PRIOR TO PROCEEDING WITH REHABILITATION

Property Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

**SECAUCUS AFFORDABLE HOUSING BOARD**  
**REHABILITATION PROGRAM**  
**OWNER-OCCUPANT ASSISTANCE AGREEMENT**

Applicant: \_\_\_\_\_ Case Number: \_\_\_\_\_

I am the owner of property located at: \_\_\_\_\_  
I know that I am able to receive \$15,000.00 in Rehabilitation Assistance under the Rules and Regulations set forth in the Secaucus Affordable Housing Board Procedures for Management and Operation of the Housing Rehabilitation Program. I know that this assistance has to be repaid by me under the terms and conditions for the terms and conditions for the program which are as follows:

- Maximum Assistance \$15,000.00
- Interest Rate 0.0%
- Payments Deferred
- Upon sale of or transfer of property 100% of principal is due, minus 10% per year loan forgiveness

This assistance will be secured by a mortgage of my property for the amount and term of the loan and shall be executed and filed, along with all applicable documentation, with the Hudson County Register's office. I am accepting this assistance and agree to the following:

1. The assistance will be used only for the purpose of paying for repairs and improvements necessary to make my property meet the rehabilitation standards and applicable codes in effect.
2. Housing units improved or repaired under the Rehabilitation Program will be utilized as the primary residence of the owner. Owner-occupied units shall not be leased. Primary residence is defined as a unit where-in a household maintains continuing residence for not less than nine months of each calendar year.
3. The assistance may be reduced if the actual and approved costs of the repairs and improvements are less than \$15,000.00. I know that the amount of money I will receive will not be more than actual approved costs.
4. I will attempt to correct all code violations which, are listed in the work write-up. If the assistance is not enough to pay for correction of all the violations, I will use this assistance to repair the most critical deficiencies at my property.
5. I agree to continue to correct all code violations not repaired through the proceeds of this assistance, at such time as it is financially possible.

6. I agree to put this assistance amount into a Rehabilitation Escrow Account for payment by the Secaucus Affordable Housing Board and me to contractors and suppliers in accordance with program provisions.

7. Any unused portion of this assistance not paid out in accordance with provisions of the Secaucus Affordable Housing Board Rehabilitation Program shall be returned to the Secaucus Affordable Housing Board Rehabilitation Fund.

8. I the undersigned , do hereby agree and certify that upon acceptance of rehabilitation assistance in the amount of \$ \_\_\_\_\_ that in the event the property is sold, transferred or assigned that the total amount of money expended to rehabilitate my property will be repaid to the Secaucus Affordable Housing Board Rehabilitation Fund. I, the undersigned, also agree that this Agreement will be implemented through a property lien being placed on the property, executed and filed, along with all applicable documentation, with the County of Hudson Registrar's office upon completion of rehabilitation construction.

I will repay monies due to the Secaucus Affordable Housing Board, or in the event that the Secaucus Affordable Housing Board Rehabilitation program is no longer in existence, to the Secaucus Affordable Housing Board monies returned will be used as permitted under Affordable Housing Program.

I certify that I have read the above and completely understand the contents of this Agreement.

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**SECAUCUS AFFORDABLE HOUSING BOARD**  
**REHABILITATION PROGRAM**  
**INVESTOR ASSISTANCE AGREEMENT**

Applicant: \_\_\_\_\_ Case Number: \_\_\_\_\_

I am the owner of property located at:

\_\_\_\_\_

I know that I am able to receive \$15,000.00 Rehabilitation Assistance under the rules and Regulations set forth by the AHBS in its Housing Rehabilitation guidelines. I know that this assistance has to be repaid by me under the terms and conditions for the program which are as follows:

- Maximum Assistance \$15,000.00
- Interest Rate (Accrues Year 1-10) 3.0%
- Payments Deferred
- Upon sale or transfer of property and/or conclusion of 10 year period of affordability, whichever is earliest? 100% of principal and accrued interest is due

This assistance will be secured by a mortgage of my property for the amount and term of the loan and shall be executed and filed, along with all applicable documentation, with the Hudson County Register's office. I am accepting this assistance and agree to the following:

1. The assistance will be used only for the purpose of paying for repairs and improvements necessary to make my property meet the rehabilitation standards and applicable codes in effect.
2. Housing units improved or repaired under the Rehabilitation Program will be utilized as the primary residence of tenant(s). Primary residence is defined as a unit wherein a household maintains continuing residence for not less than nine months of each calendar year.
3. The assistance may be reduced if the actual and approved costs of the repairs and improvements are less than \$15,000. I know that the amount of money I will receive will not be more than actual and approved costs.
4. I will attempt to correct all code violations which are listed in the work write-up. If the assistance is not enough to pay for correction of all the violations, I will use this assistance to repair the most critical deficiencies at my property.
5. I agree to continue to correct all code violations not repaired through the proceeds of this assistance, at such time as it is financially possible.
6. I agree to put this assistance amount into a Rehabilitation Escrow Account for payment by the Secaucus Affordable Housing Board to contractors and suppliers in accordance with program provisions.

7. Any unused portion of this assistance not paid out in accordance with provisions of the AHBS Housing Rehabilitation Program shall be returned to the Secaucus Affordable Housing Board Rehabilitation Fund.

8. I, the undersigned, do hereby agree and certify that upon acceptance of rehabilitation assistance in the amount of \$\_\_\_\_\_ that in the event the property is sold, transferred or assigned, that the total amount of money expended to rehabilitate my property will be repaid to AHBS Housing Rehabilitation Program Fund. I, the undersigned, also agree that this Agreement will be implemented through a property lien being placed on the property, executed and filed, along with all applicable documentation, with the Hudson County Register's office upon completion of rehabilitation construction.

I will repay monies due to the Secaucus Affordable Housing Board Rehabilitation Program, or in the event that the Secaucus Affordable Housing Board Program is no longer in existence, to the AHBS monies returned will be used as permitted under Affordable Housing Program.

I certify that I have read the above and completely understand the contents of this Agreement.

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**SECAUCUS AFFORDABLE HOUSING BOARD**

**HOUSING REHABILITATION PROGRAM**

**CASE APPROVAL SHEET**

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

Case Number: \_\_\_\_\_

**FAMILY CHARACTERISTICS:**

Senior Citizen \_\_\_\_\_

Handicapped \_\_\_\_\_

Female Headed \_\_\_\_\_

Size \_\_\_\_\_

Dependents \_\_\_\_\_

GROSS INCOME: \_\_\_\_\_

INCOME CATEGORY: Low \_\_\_\_ Moderate \_\_\_\_

**SCOPE OF WORK:**

**Other Factors:**

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

ASSISTANCE ELIGIBILITY: \_\_\_\_\_

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

APPROVAL RECOMMENDED: \_\_\_\_\_ DATE \_\_\_\_\_



(Application Approval)

Case Number: \_\_\_\_\_

Dear

Please be advised that your request for home improvement money through the AHBS Housing Rehabilitation Program has been approved.

As discussed during your interview, you are eligible for:

Please contact our office (201) 867-5902 weekdays between 9:00 am. and 4:00 p.m. to arrange for the required inspection of your home by our staff representative

Sincerely,

**ACKNOWLEDGEMENT**

State of New Jersey

SS:

County of Hudson

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber personally came and appeared to me known to be and who I am satisfied is, the maker(s) of the person(s) described herein, and who executed the foregoing instrument, and I having made known to him (her) (them) the contents thereof, he (she) (they) did duly acknowledge to him (her) (them) the contents thereof, he (she) (they) did duly acknowledge to me that he (she) (they) executed and signed, sealed, and delivered the same as his (her) (their) voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public of the State of New Jersey

**DIRECT SUBSIDY WITH PERPETUAL LIEN**  
**NOTE AND DISCLOSURE STATEMENT**

\$ \_\_\_\_\_ Date \_\_\_\_\_ Case No. \_\_\_\_\_  
Amount Date Case No.

*(In this Note, the words, "I", "me", and "-mine", mean each and all of those who signed it. The words "you..." "your" and "yours" mean the program named below, and any person to whom this Note is assigned.)*

To repay my loan (the amount financed shown in line 3 below), I promise to pay to the Secaucus Affordable Housing Board, P.O. Box 2016, Secaucus, N.J. 07096-2016 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) the amount financed. I will pay this amount at the time of property sale or transfer.

DISCLOSURE STATEMENT

1. Assistance Amount \$ \_\_\_\_\_
2. Other charges
  - Judgment Search: \$ \_\_\_\_\_
  - Property Report: \$ \_\_\_\_\_
  - Mortgage Recording \$ \_\_\_\_\_
3. Amount Financed (line 1 plus any charges in line 2 being financed): \$ \_\_\_\_\_
4. Total of Payment \$ \_\_\_\_\_
5. Prepayment. I may repay all or any part of my loan at any time without penalty.
6. Default. This Note will be in default if:
  - a. I go, or am put into bankruptcy; I am the subject of any other proceeding brought under the Bankruptcy Act; I commit an Act of Bankruptcy; I make an assignment for the benefit of my Creditors or a receiver is appointed of substantially all my assets.
  - b. I sell or transfer the property that secures this Note as described below in Paragraph 9;
  - c. This Note is assumed by another party without your prior written notice.

If this Note is in default, you can demand immediate payment of the unpaid balance of this loan without notice. However, I understand that just because I am in default, you do not have to demand payment of the whole loan and that you can delay enforcing any of your rights under this note without losing them.

7. Legal and Collection Costs: If this Note is in default, I agree to pay reasonable legal fees, legal expenses and collections costs incurred by you in connection with the exercises of your rights and remedies, unless payment of those fees and expenses is prohibited by law.

8. Insurance: Credit, life, disability or health insurance is neither required nor offered for this loan. If I desire this insurance, I may obtain it from any person of my choice. If flood insurance is required for this loan, I will obtain such coverage from the person of my choice. If flood insurance is required for this loan, I will obtain such coverage form the person of my choice

9. Security: The payment of this note is Secured by a security interest in the property being improved and is evidenced by a Mortgage which bears the same date as this Note.

I have read the provisions of the Note and Disclosure Statement and have received a completed copy before signing it.

Borrower: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_

Address \_\_\_\_\_

NOTICE TO APPLICANTS: This is notice to you as required by the Right to Financial Privacy Act of 1978, that the Department of Housing and Urban Development or its agents, has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development, or its agents without further notice or authorization but will not be disclosed or released to another Government agency or department without your consent, except as permitted by law.

**MORTGAGE MODIFICATION AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, Mortgagor, and Secaucus Affordable Housing Board. Mortgagee. The parties hereto agree: That whereas the said I executed and delivered to the said Secaucus Affordable Housing Board Housing Program, a mortgage on real estate known as Block \_\_\_\_ Lot \_\_\_\_ on the Tax Map of the Hudson County and State of New Jersey, dated and recorded in the Hudson County Register's Office for the aforesaid parcel in the Hudson County Book of Mortgages \_\_\_\_ at Page \_\_\_\_ and whereas said Mortgage was made to secure payment of the sum of \$ \_\_\_\_\_ and the rate of interest was fixed by the parties thereto at \_\_\_\_\_ % per annum and whereas said Mortgage called for repayment of the principal in full at the time of property transfer or sale.

NOW, THEREFORE, the said Mortgagor and Mortgagee have agreed to modify the above-mentioned Mortgage as follows:

The principal amount due on same is now amended to reflect the sum of \$ \_\_\_\_\_. Interest will be at the yearly rate of \_\_\_\_\_%. All sums owed under this Mortgage Modification Agreement is due at time of property sale or transfer.

The Mortgage aforesaid remains unmodified and in full force: and effect except as amended hereby.

IN WITNESS WHEREOF, the said parties hereunto have set their hands and seal this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagor  
Secaucus Affordable Housing Board

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Housing officer

**MORTGAGE FOR DIRECT SUBSIDY**  
**INVESTOR-OWNER LIEN**

THIS MORTGAGE, made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between  
(Mortgagor) and  
Affordable Housing Board, P.O. Box 2016, Secaucus, N.J. 07094.

WITNESSETH that, to secure payment of indebtedness in the sum of:  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lawful money  
of the United States, to be paid in the manner provided in a certain note bearing even date. ,  
herewith, and in consideration of One Dollar, the Mortgagor hereby mortgages to the Mortgagee  
the following described lands and premises; situated, lying and being in the \_\_\_\_\_  
\_\_\_\_\_ and State of New Jersey, Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_  
commonly known as \_\_\_\_\_.

AND THE MORTGAGOR COVENANTS THAT:

1. The Mortgagor warrants the title to the premises.
2. No owner of the mortgaged property shall be entitled to any credit by reason of the payment of any tax thereon.
3. The Mortgage will pay the indebtedness as here in before provided.
4. The buildings on the premises shall be kept insured against loss of fire for the benefit of the holder, and any other insurance required by the Mortgagor shall be **furnished**.
5. The whole of the principal sum due shall, at the option of this mortgage become due and payable if any of the following shall occur:
  - a. the mortgagee goes or is put into bankruptcy.
  - b. the earlier of either the property being sold or transferred by the mortgagor, or, expiration of the ten (10) year affordability controls.

AS USED HEREIN, the singular number includes the plural; the masculine gender includes the feminine and the neuter.

Mortgagor hereby acknowledges receipt of a true copy of this mortgage referred to herein.

IN WITNESS WHEREOF, the Mortgagor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered

in the Presence of:

X \_\_\_\_\_ (L.S.)  
(Borrower)

X \_\_\_\_\_  
(Witness to Signing)

X \_\_\_\_\_ (L.S.)  
(Co-Borrower)

**ACKNOWLEDGEMENT**

State of New Jersey

SS:

County of Hudson

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_, to me known to be, and who I am satisfied is, the maker(s) of the person(s) described herein, and who executed the foregoing instrument, and I having made known to him (her) (them) the contents thereof, he (she) (they) did duly acknowledge to him (her) (them) the contents thereof, he (she) (they) did duly acknowledge to me that he (she) (they) executed and signed, sealed, and delivered the same as his (her) (their) voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public of the State of New Jersey

**INVESTOR-OWNER LIEN**  
**NOTE AND DISCLOSURE STATEMENT**

Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_ Date Case No. \_\_\_\_\_

(In this Note, the words, "I", "me", and "mine" mean each and all of those who signed it. The words "you", "your" and "yours" mean the program named below and any person to whom this Note is assigned.)

To repay my loan (the amount financed shown in line 3 below), I promise to pay to the Secaucus Affordable Housing Board, P.O. Box 2016, Secaucus, N.J. 07096-2016, \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) The amount financed I will pay this amount the time of property sale or transfer; or the conclusion or expiration of the ten (10) year affordability controls – whichever event occurs earliest.

DISCLOSURE STATEMENT

1. Assistance Amount \$ \_\_\_\_\_

2. Interest (Three (3) percent per annum) \$ \_\_\_\_\_

3. Other Charges:

- Judgment Search: \$ \_\_\_\_\_
- Property Report: \$ \_\_\_\_\_
- Mortgage Recording \$ \_\_\_\_\_

4. Amount Financed (line 1 plus any charges in lines 2 and 3 being financed): \$ \_\_\_\_\_

5. Total of Payment \$ \_\_\_\_\_

6. Prepayment. I may repay all or any part of my loan at any time without penalty.

7. Default. This Note will be in default if:

- a. I go, or am put into bankruptcy; I am the subject of any other proceeding brought under the Bankruptcy Act; I commit an Act of Bankruptcy; I make an assignment for the benefit of my creditors or a receiver is appointed of substantially all my assets;
- b. I sell or transfer the property that secures this Note as described below in Paragraph 9;
- c. This Note is assumed by another party without your prior written notice.

If this Note is in default, you can demand immediate payment of the unpaid balance of this loan without notice. However, I understand that just because I am in default, you do not have to demand payment of the whole loan and that you can delay enforcing any of your rights under this Note without losing them.

8. Legal and Collection Costs: If this Note is in default, I agree to pay reasonable legal fees, legal expenses and collection costs incurred by you in connection with the exercises of your rights and remedies, unless payment of those fees and expenses is prohibited by law.

9. Insurance: Credit, life, disability or health insurance is neither required nor offered for this loan. If I desire this insurance, I may obtain it from any person of my choice. If flood insurance is required for this loan, I will obtain such coverage from the person of my choice.

10. Security: The payment of this Note is SECURED by a security interest in the property being improved and is evidenced by a MORTGAGE which bears the same date as this Note.

I have read the provisions of the Note and Disclosure Statement and have received a completed copy before signing it.

Borrower: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_

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

NOTICE TO APPLICANTS: This is notice to you as required by the Right to financial Privacy Act of 1978, that the Department of Housing and Urban Development or its agents, has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development, or its agents, without further notice or authorization but will not be disclosed or released to another Government agency or department without your consent, except as permitted by law.

**NOTICE OF RIGHT OF RESCISSION**

CUSTOMERS NAME(S): \_\_\_\_\_

DATE OF AGREEMENT: \_\_\_\_\_

CASE NUMBER, \_\_\_\_\_

Notice to Customer Required by Federal Law:

You have entered into a transaction on \_\_\_\_\_ which may result in alien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this, transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date, on which all material disclosures required under the truth in Lending Act have been given to you. , If you cancel the transaction, and lien, mortgage, or other security interest on your home arising from this transaction is automatically voided. If you decide to cancel this transaction, you may do so by notifying:

Secaucus Affordable Housing Board  
P.O. Box 2016  
Secaucus, N.J. 07096-2016  
(201) 867-5902

by mail, or telegram sent not later than \_\_\_\_\_.  
(Date)

You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I HEREBY CANCEL THIS TRANSACTION: \_\_\_\_\_  
(Customer Signature)

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

The undersigned customers acknowledges receipt of two completed copies of this notice on this date: \_\_\_\_\_

\_\_\_\_\_  
(Customer's Signature)-

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
Date

**EFFECT OF RESCISSION.** When a customer exercises the right to rescind, the customer is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in-kind would be impractical or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer, if the creditor does not take possession of the property within 10 days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

**SECAUCUS AFFORDABLE HOUSING BOARD**

**HOUSING REHABILITATION PROGRAM**

**CONTRACTOR REGISTRATION APPLICATION**

1. Firm Being Registered:

Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Social Security or Federal Tax I.D. Number: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

2. Names, addresses and years of construction experience of all owners, partners and principal stockholders (lot or more ownership) of the construction firm.

Name	Address	Percent Owned	Experience	Years
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3. Other contracting firm names under which the principals have operated.

Firm Name	Address	Associated Principal
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4. Business References:

a) Banks

Name	Address	Type of Account and No.
------	---------	-------------------------

b) Suppliers

Name	Address	Telephone Number
------	---------	------------------

c) subcontractors

Name	Address	Telephone Number
------	---------	------------------

5. Recent Customers:

Name	Address	Service Provided	Date(s)
------	---------	------------------	---------

6. Insurance: (Attach Insurance Certificate)

Insurance Company	Agency	Type of Coverage
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Authorized Signature: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**AFFIRMATIVE ACTION AFFIDAVIT**

State of New Jersey

SS:

County of Hudson

I, \_\_\_\_\_ of the \_\_\_\_\_  
in the \_\_\_\_\_ and State of New Jersey, of full age, being duly sworn  
according to law on my 'oath deposes and says that:

I am (owner, partner, representative or agent) of the firm of I a contractor making the proposals to the AHBS Housing Rehabilitation Program, and that I execute said proposals with full authority to do so; that as said contractor hereby Affirm that I. will abide by all terms of the "Affirmative Action Law", P.L. 1975, C.127 and that statements contained in said proposal and in this affidavit are true and correct and made with full knowledge that the Secaucus Affordable Housing Board relies upon the truth of statements contained in this affidavit in awarding the Contract for the said project.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn and subscribed to Before Me  
This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of New Jersey

SS:

County of Hudson

I \_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative or agent) of I the contractor, who intends to submit bids and estimates to the AHBS Housing Rehabilitation Program.
2. He/She shall be fully informed respecting the preparation, and contents of the bids and estimates and of all pertinent circumstances respecting such bids and estimates.
3. Such bids and estimates shall be genuine and shall not be collusive or sham bids or estimates.
4. Neither the said contractor nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, shall in any way collude, conspire, connive or agree, directly or indirectly, with any other contractor, firm or person to submit a collusive or sham estimate or bid in connection with the contracts for which the contractor shall submit or to refrain from estimating or bidding in connection with such contracts, or will in any manner, directly or indirectly, seek by agreement or collusion or communication or conference with any other contractor, firm or person to fix the price or prices of the estimates or bids of any other contractor, or to fix any overhead, profit or cost element of an estimate or bid price or proposal of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the AHBS participating property owners, or any other person interested in the proposed contracts; and
5. The price or prices quoted in the bids and estimates shall be fair and proper not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn and Subscribed Before Me This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

# ***SECAUCUS AFFORDABLE HOUSING BOARD***

## ***HOUSING REHABILITATION PROGRAM***

### **QUALIFICATION OF CONTRACTORS**

The AHBS Housing Rehabilitation Program (hereinafter referred to as the Program), will consider in determining the qualifications of a contractor his record in the performance of any contracts for the construction of similar work and the Program expressly reserves the right to reject the estimate or bid of such contractor if such record discloses that such contractor, in the opinion of the Program, has not properly performed such contract or has habitually and without just cause, budgeted the payment of bills or has otherwise disregarded his obligations.

The Program may make such investigation as it deems necessary to determine the ability' of the contractor to perform the work and the contractor and any prospective contractor, as required, shall furnish all such information and data for this purpose as the program may request. The Program reserves the right to reject any estimate or bid if the evidence is submitted by, or investigation of such contractor demonstrates that such contractor is not properly qualified, by experience and financial status, to carry out the obligations of the contract content and to complete the work contemplated therein.

All estimates and bids must be made upon standard proposal forms furnished by the Program and must be enclosed and sealed in an envelope which must bear the name and address of the contractor on the outside; marked "BID CASE NUMBER \_\_\_\_\_" and addressed to the Program.

Forms which must be returned or on file to constitute a complete proposal package is:

- Contract Registration Application
- Insurance Certificates
- Affirmative Action Affidavit
- Non-Collusion Affidavit of Prime Bidder

Forms that must be returned to constitute a complete bid package are a Contractor Proposal (for each case).

The Program reserves the right to reject any and all bids or estimates as may be deemed to be in the best interest of the Program

#### **CONTRACTORS MUST HAVE THE FOLLOWING:**

1. Workmen's compensation insurance
2. Public liability insurance of not less than:
  - A. Bodily injury - \$100,000/\$300,000 minimum
  - B. Property damage - \$100,000 minimum

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**CONTRACTOR ESTIMATE/BID PROPOSAL**

COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

PROPERTY OWNER NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

WORK WRITE-UP PREPARED BY \_\_\_\_\_ DATE OF WORK WRITE-UP \_\_\_\_\_  
THIS PROPOSAL IS FOR ITEM #s \_\_\_\_\_  
MY PROPOSED PRICE FOR THE ITEMS LISTED ABOVE IS \$ \_\_\_\_\_  
DATE SUBMITTED PROPOSED PRICE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR SUBMITTING ESTIMATE/BID

IF THERE ARE ANY ITEMS THAT HAVE BEEN OMMITTED FROM WORK WRITE-UP, OR OF ANY SPECIFICATION SHOULD BE ALTERED OR CHANGED IN ANY WAY IN ORDER TO INSURE A PROPER JOB ON THE ITEMS FOR WHICH YOU ARE MAKING THIS PROPOSAL, IT IS YOUR RESPONSIBILITY TO NOTE THESE CHANGES, ADDITIONS OR DELETIONS IN THE SPACE BELOW. ALSO, YOUR PROPOSED PRICE FOR ANY CHANGES SHOULD BE REFLECTED BELOW.

WORK CHANGES: \_\_\_\_\_

PROPOSED PRICE FOR WORK CHANGES \$ \_\_\_\_\_

TOTAL COMBINED PROPOSED PRICE \$ \_\_\_\_\_

ATTACH REHABILITATION SUMMARY SHEET WITH UNIT AND TOTAL PRICES COMPLETED FOR EACH LISTED ITEM.

CHECK HERE IF YOU ARE TO USE ADDITIONAL PAGE (S) FOR REMARKS AND COMMENTS.

**CONTRACTORS MUST HAVE THE FOLLOWING:**

1. Workmen's compensation insurance
2. Public liability insurance of not less than:
  - A. Bodily injury \$100,000/\$300,000 minimum
  - B. Property damage - \$100,000 minimum

(Attach additional information as necessary)

# ***SECAUCUS AFFORDABLE HOUSING BOARD***

## ***HOUSING REHABILITATION PROGRAM***

### **WATCH OUT FOR LEAD-BASED PAINT POISONING NOTIFICATION**

TO: OWNERS, PURCHASERS AND TENANTS OF HOUSING CONSTRUCTED BEFORE 1950

This building was constructed before 1950. There is a possibility that it may contain lead-based paint.

PLEASE READ THE FOLLOWING INFORMATION CONCERNING LEAD PAINT POISONING

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, windowsills and doorframes. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lampposts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children.

Children may eat paint chips or chew on painted railings, windowsills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there is loose paint or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning, although many times there are no symptoms at all. Lead poisoning can eventually cause mental retardation, blindness and even deaths.

If you suspect that your child has eaten chips of paint or someone told you this you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible.

Inform other family members and baby sitters of the dangers of lead-poisoning. You can safeguard your child from lead poisoning by preventing him or her from eating paint that may contain lead.

Look at your walls, ceilings, doorframes, and windowsills. Are there places where the paint is peeling, flaking or chapping? If so, there are some things you can do immediately to protect your child:

(1) Cover all furniture and appliances; (2) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork and ceilings; (3) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trashcan DO NOT BURN THEM; (4) Do not leave paint chips on the floor. Damp mop floors in and around the work area to remove all dust and paint particles. Keeping the floor clear of paint chips, dust and dirt is easy and very important; and (5) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

## AS A HOMEOWNER

You should keep your home in good shape. Water leaks from faulty plumbing, defective roofs or exterior holes and breaks may admit rain or dampness into the interior of your home, damaging walls or ceilings, causing paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, chipping or loose should be thoroughly cleaned by washing, sanding, or brushing the loose paint from the surface; then repaint with two (2) coats of non-lead paint; or cover the surface with other material such as wallpaper or paneling. **SIMPLY PAINT OVER DETERIORATED PAINTED SURFACES DOES NOT REMOVE THE HAZARD.**

When lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Amateurs should not undertake the removal of lead-based paint and every precaution should be taken to safeguard workers and occupants during the removal process. Whenever possible, the removal of lead based paint should take place when there are no children and pregnant women on the premises.

## AS A RENTER

You should notify the Management office or the Landlord immediately if the unit in which you live has flaking, chipping or peeling paint, water leaks from faulty plumbing, or defective roofs. You should cooperate with the management office's or landlord's efforts to repair any deficiencies and keep your unit in good shape. When lead-based paint is removed by scraping or sanding, a hazardous dust is created which can enter the body either by breathing or swallowing the dust. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children and pregnant women on the premises.

Remember that you as a parent play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

I have received a copy of the NOTICE entitled "Watch out for Lead Paint Poisoning."

Date \_\_\_\_\_ Signature \_\_\_\_\_

Case Number:

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**HOMEOWNER VERIFICATION OF CONTRACTOR SELECTION**

OWNER:

ADDRESS: The following contractors submitted a bid or estimate for work to be done at my property:

- 1.
- 2.
- 3.

I certify that the selection of contractors was made without persuasion from anyone working directly with the AHBS Housing Rehabilitation Program. I also certify that I was given the opportunity to have a contractor(s) of my own selection submit a bid for work to be done at my property.

Property of Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Case Number:

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**CONTRACTOR SELECTION**

OWNER:

ADDRESS:

I have reviewed the bids (or estimates) received for rehabilitation work on my property (copies attached). I realize that Lotus Contracting, who submitted a bid in the amount of \$\_\_\_\_\_ was awarded my job based upon the fact that he had the lowest responsible bid or estimate.

Owner \_\_\_\_\_

Owner \_\_\_\_\_

Date \_\_\_\_\_

Date

Contractor's name/address

Re: Case Number: \_\_\_\_\_

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

This notice is to inform you that you have been selected to do the rehabilitation work for Case Number \_\_\_\_\_, the same being the property located at \_\_\_\_\_. Please contact our office regarding contract signing.

Remember that contractors awarded work under the program must keep in contact with this office on a regular basis to advise us of construction status and progress.

The program appreciates your interest and would like to remind you that you may contact the program office to find out what contracts are going out to bid at any time

Sincerely,

## **CONTRACTUAL AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by an between \_\_\_\_\_ having a principal place of business located at \_\_\_\_\_, \_\_\_\_\_, NJ (hereinafter referred to as the Contractor) and \_\_\_\_\_, \_\_\_\_\_, Secaucus, NJ 07094 (hereinafter to as the Owner).

WITNESSETH THAT:

WHEREAS, the Owner intends to repair and remodel his property located at \_\_\_\_\_, Secaucus, New Jersey and under the administrative direction of the Secaucus Affordable Housing Board Housing Rehabilitation Program (herein referred to as the "Program") staff;

NOW, THEREFORE, the Contractor and the owner for the sum of: \_\_\_\_\_ Dollars agree as follows:

ARTICLE I - The Contractor shall perform the work as set forth in the Contractor's estimate and proposal, namely:

All work included in the attached request for Proposals (RFP) relating specifically to \_\_\_\_\_, Secaucus, NJ all work must comply with all codes, rules and regulation governing the specific construction work.

Further, it is expressly understood and agreed that the Contractor's estimate and proposal is based upon an inspection report and work write-up prepared by the Program. However, the Contractor is responsible for the verification of all information, including measurements, quantity estimates and construction elements set forth in the inspection report and work write-up. In the event a need arises for any changes to the scope of work, a Change Order shall be prepared by the Program and approved by the Homeowner and Contractor.

ARTICLE 11 - That the Contractor shall commence the work to be performed under this Agreement within thirty (30) days from the date of execution of this Contract, weather permitting, shall diligently pursue and execute the work, and shall complete the work within 90 days, time being of the essence of the Agreement.

ARTICLE III - That all amounts due and payable by the owner to the Contract for the work performed under this Agreement shall be payable within (30) days after the work is satisfactorily completed and approved by the Owner and the Program. The Owner may withhold approval of such work if the Program refuses to give approval thereof

ARTICLE IV - That the Owner and representatives of the Program shall be afforded access at all times to inspect the work; and the Program may at all times inspect the Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors in relation to this Contract and the Contractor Shall preserve all such records for a period of two (2) years after the payment hereunder.

ARTICLE V - That as a condition to receiving payment hereunder, the Contractor shall deliver to the Owner a warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the Contractor or any subcontractors for a period of one year, in addition to manufacturer's material guarantees.

ARTICLE VI - Pursuant to the provisions of the New Jersey Construction Lien Law P.L. 1993, C318 (N.J.S.A. 2A:44A-1 et. Seq), the Contractor shall be required to provide the owner with an accurate and full list of the names and addresses of each subcontractor and supplier who may have a right to file a lien pursuant to said Act. The Contractor shall verify the list under oath. Further, the Contractor shall be required to secure an accurate and full list from each of his/her subcontractors of the names and addresses of each of their subcontractors and suppliers who may have a right to file a lien pursuant to said Act. The subcontractors shall verify the list(s) under oath.

Prior to release of any payment, the contractor shall be obligated to provide certification of his/her oath that:

- a. The list required of the Contractor above has been provided and is true and accurate.
- b. The list(s) required of subcontractor(s) above have been secured by the Contractor.
- c. The Contractor has paid all current claims of persons identified on the Contractor's list; or, will use the proceeds of the requested payment to settle all current claims.
- d. The Contractor has required and/or will require as a condition of payment to any subcontractors a certification under oath that the subcontractor has paid all current claims of persons identified on the subcontractor's list; or, will use the proceeds of the subcontractor's payment to settle all current claims.

ARTICLE VII - That the owner of the Program, before making any payments hereunder, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials under this Contract, if this is deemed necessary to protect the Owner's interests.

ARTICLE VIII- That the Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government and shall, at his own expense accrue and pay fees or charges for all permits and approvals required for the performance of the contract work.

ARTICLE IX- That the Contractor shall indemnify and save harmless the owner from liability for any injury or damages to persons resulting from his prosecution of work under the Contract.

ARTICLE X- That the Contractor shall carry or require that there be carried full and complete Worker's Compensation Insurance for all of his employees and those of his subcontractors engaged in work on the Contract premises, in accordance with the local and state laws governing same. The amounts and limits of the public liability and other insurance referred to herein shall be subject to approval of the Owner. The Contractor shall furnish evidence of a comprehensive public liability insurance coverage protecting the Owner for not less than three

Hundred Thousand Dollars (\$300,000) in the event of bodily injury, including death, and One Hundred Thousand Dollars (\$100,000) in the event of property damage arising out of the work performed by the Contractor.

ARTICLE XI - that the Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Section 276(c) and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors hereunder, except as said Secretary of labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions for the requirements thereof.

ARTICLE XII - (EQUAL EMPLOYMENT OPPORTUNITY) - during the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited To, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Program, setting forth the provision of the non-discrimination clause.
- b. The Contractor will, in all applications, or advertisements for employees placed by or on, behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE XIII - The Contractor should comply with section 3 of the Housing and Urban Development Act of 1958, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower- income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. (Referenced as 24 CFR 135.25 B and, 135.70 C1).

ARTICLE XIV - That the Contractor shall keep premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

ARTICLE XV - That the Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (4a. USC 483(D)) and Community Development Block Grant Regulations

Section 570.608 and will not use lead-based paint on any exterior or interior surface as indicated in "Exterior Painting" and "Interior Painting" specifications. In addition, if the Contractor is required to remove existing lead-based paint from the premises, he understands that certain safety precautions should be taken to minimize exposure.

ARTICLE XVI - That the Contractor shall not assign this Contract without the consent of the Owner and that such requests for assignment of said Contract must be addressed to the Program.

ARTICLE XVII - That the Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary.

ARTICLE XVIII - No member of, or Delegate to, the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this contract if made with a cooperation for its general benefit.

ARTICLE XIX - That the premises herein shall be \_\_\_\_ occupied \_\_\_\_ not occupied during Contract.

ARTICLE XX - Officers, employees or members of the Program who exercise any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains and the property owner(s) shall not have any private interest, direct or indirect, in this Contract or in the proceeds of this assistance.

ARTICLE XXI - The title of all work completed and in course of construction and of all materials on account of which any payment has been made shall be in the name of the Owner.

ARTICLE XXII - This Agreement may be modified or amended only by a written instrument executed by both the Owner and the Contractor and assented to by the Program.

a. Change order unit price costs will be limited to the costs quoted in the contract bid document or absent a bid price generally acceptable prices used by the program and other participating Contractors.

b. All change orders are to be written documents conforming to program standards, approved by the program and executed by the Owner, program representative and the Contractor.

c. During the period that this rehabilitation program construction contract is open on this program project, the Owner and the Contractor shall not enter into separate side agreements or arrangements.

ARTICLE XXIII - The Contractor shall comply with all applicable regulations of the Secretary of Labor, United States Department of Labor and the Davis Bacon Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Fair Labor Standards contained in HUD-assisted construction programs known as "Related Acts." In addition, the Contractor shall comply with all applicable provisions of the State of New Jersey Department of Labor, Prevailing Wage Acts (N.J.S.A. 34:11-56-25 et seq.; P.L. 1963, C.150, as amended; effective July 3, 1974 and N.J.S.A. 34:1B-5.11; P.L. 1979, C.303; effective 1/17/80).

ARTICLE XXIV - That for the consideration named herein, the Contractor proposes to furnish all the material and do all work described in, and in accordance with, the Contract identified above in Article 1.

ARTICLE XXV - The Contractor and the Owner mutually agree that the contractual agreement herein established is personal to themselves, and they each waive any claims they may have against any governmental agency from which they may receive payment for work performed under this Agreement or any consultant to any such governmental agency. They further jointly and severally agree to hold any such parties harmless from any liability in connection with this contractual agreement between them.

ARTICLE XXVI -The Contractor and owner mutually agree that disputes pertaining to work performed under, the terms of this contract shall be settled by an independent third party. For the purpose of this contract, the third party will be an "arbitration committee" consisting of the Affordable Housing Board members or their designees. Decisions will be binding to all parties.

ARTICLE XXVII - The Contractor and Owner mutually agree that if through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the Program shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all properly finished work performed by the Contractor shall be identified by the Program Inspector and shall be compensated for in accordance with the findings of the Program inspection.

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

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

\_\_\_\_\_  
Name of owner(s)

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date of Proposal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date of Acceptance

## ***PROGRESS PAYMENTS***

Progress payments will be made upon satisfaction of the Owner and the Program Progress payments shall be made to the Contractor through an escrow account maintained by the Program Staff.

Payment 1: Upon completion of 50% or more construction required under the contract, a payment in an amount equal to 45% of the construction amount will be made.

Payment 2: Upon completion of 90% or more of construction required under the contract, a payment in an amount equal to 80% (less prior payments, if any) of the construction contract amount will be made.

Payment 3: Upon completion of 100% of construction required under the contract and receipt of all inspection certifications, warranties and release of liens, a payment in an amount equal to 100% (less prior payments, if any) of the construction contract amount will be made

# ***SECAUCUS AFFORDABLE HOUSING BOARD***

## ***HOUSING REHABILITATION PROGRAM***

### **WHAT TO DO BEFORE THE CONTRACTOR ARRIVES**

1. Start planning ahead. Plan adequate storage space for contractor tools, equipment, and materials.
2. Make arrangements for the Contractor to get into your property if you will not be home during the day. It is desirable that a responsible adult be present while all work is being done.
3. Prepare your property and furnishings for remodeling - use this period to send your drapes to the dry cleaners and wash your curtains. There may be dust and dirt from the work. Put away all breakable and valuable items that may be in the way of the workmen. Try to remove any furniture, etc., out of work area. Cover anything that cannot be moved.
4. CHECK WITH THE REHABILITATION PROGRAM OFFICE IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ONCE WORK HAS STARTED.
5. Try to stay out of the construction area, ESPECIALLY CHILDREN; this will help prevent injuries and allow the workmen room to work.
6. Changes and improvements will be new and exciting to you and will give you much pleasure. However, unforeseen problems may be uncovered during the course of the work which would require a plan change. Be prepared if this should happen and discuss the changes with the Rehabilitation Program Office. Visualize the proposed changes and try to be flexible. Changes must be approved by you and the contractor and be authorized by the Rehabilitation Program Office in writing.
7. To avoid mutual confusion, one member of the family should be delegated as the spokesman to discuss problems or questions with the Rehabilitation Program Office.
8. Stop problems before they start - if something isn't going the way you feel it should, or if you don't understand it, SPEAK TO THE REHABILITATION PROGRAM OFFICE and get an acceptable explanation or correction before it progresses too far.
9. Keep a good relationship between your household and the Contractor.
10. Win cooperation from the workmen with good basic human relations - nothing makes them work harder than a word of appreciation.
11. All work will be inspected before the contract is completed.

These hints are offered to you as a service of the Secaucus Affordable Housing Board  
Housing Rehabilitation Program ay (201) 867-5902

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***  
***HOUSING REHABILITATION PROGRAM***

**PROCEED ORDER**

Contractor:

Homeowner:

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

To Whom it May Concern:

In connection with contract dated \_\_\_\_\_ for rehabilitation work at \_\_\_\_\_, Secaucus, New Jersey please proceed in accordance with the contract for the rehabilitation work to be performed. You are to commence work not later than \_\_\_\_\_. All work shall be completed according to the specifications within 90 calendar days, weather permitting, after the date of this Proceed Order. All delays must be documented and submitted to the AHB within 5 days of the delay.

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

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

\_\_\_\_\_  
SECAUCUS AFFORDABLE HOUSING BOARD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**CONTRACT CHANGE ORDER**

# \_\_\_\_\_

Owner's Name: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

Description of Change: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

TOTAL \$ \_\_\_\_\_

Owner(s) Approval: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Contractor Approval: \_\_\_\_\_  
Signature Date

Program Approval: \_\_\_\_\_  
Signature Date

(attach a written itemization of the proposed changes, including cost of materials, labor, profit and overhead)

**PRECONSTRUCTION MEETING CHECK LIST**

OWNER'S NAME: \_\_\_\_\_

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

\_\_\_\_\_

DATE OF PRECONSTRUCTION MEETING: \_\_\_\_\_

PERSONS ATTENDING:

_____	OWNER
_____	OWNER
_____	CONTRACTOR
_____	PROGRAM REPRESENTATIVE

A preconstruction meeting was held at the project site at which time the following items were discussed, reviewed and all questions answered:

- \_\_\_\_\_ Content of Work Write-Up
- \_\_\_\_\_ NJ Lien Law form
- \_\_\_\_\_ Any Changes to Work Write-Up
- \_\_\_\_\_ Time Schedule of Start and Completion
- \_\_\_\_\_ Special Conditions, If Any

_____	_____
Owner	Date
_____	_____
Owner	Date
_____	_____
Program Representative	Date

***HOUSING REHABILITATION PROGRAM***

**PRECONSTRUCTION-MEETING - NEW JERSEY LIEN LAW FORM**

PROPERTY OWNER NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR NAME, BUSINESS NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBCONTRACTOR NAME, BUSINESS NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR SUPPLIER(S) NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBCONTRACTOR SUPPLIER(S) NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**WORK COMPLETION CERTIFICATE**

I \_\_\_\_\_ hereby certify that the work performed in accordance with the specifications in the contract between (Homeowner) \_\_\_\_\_ and (Contractor) \_\_\_\_\_ dated \_\_\_\_\_ is completed in a competent and workman-like manner.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**FINAL INSPECTION REPORT**

Owner: \_\_\_\_\_

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

Inspected By: \_\_\_\_\_ on \_\_\_\_\_

General Status of Work: (Program Comments)

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

General Status of Work: (Homeowner Comments)

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

The Contractor, \_\_\_\_\_ under the terms of the contract has, completed 100% of specified work, and is hereby entitled to payment in full, less any progress payment already received.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**NOTICE OF DEFICIENCIES**

Dear

Upon a (proposed/final) inspection of the work completed at \_\_\_\_\_  
it was found that the following corrective measures are necessary before a (proposed/final)  
payment can be issued.

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Please contact this office at (201) 867-5902 to set up an appointment at the job site to review the  
above listed items.

Yours truly,

Case Number: \_\_\_\_\_

***SECAUCUS AFFORDABLE HOUSING BOARD***

***HOUSING REHABILITATION PROGRAM***

**CERTIFICATE OF COMPLETION**

Owner:

\_\_\_\_\_

Address:

\_\_\_\_\_

Inspected By: \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_.

General Comments of Owner:

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

General Condition of Work Area:

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

Discrepancies Noted (If any):

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

General Comments by Inspector:

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

---

I HEREBY CERTIFY THAT, the Contractor has satisfactorily completed all the rehabilitation work in accordance with the Contract.

---

Homeowner

---

Date

---

Housing Officer

---

Date

The Contractor, \_\_\_\_\_ under the terms of the Contract, has completed 100% of the work and is hereby entitled to the full value; or \$ \_\_\_\_\_

Amount Previously Paid (\$ \_\_\_\_\_)

Balance Due \$ \_\_\_\_\_



**CONTRACTOR'S FINAL INVOICE AND WARRANTY**

Rehabilitation Program

CASE NO.: \_\_\_\_\_

PROPERTY AT: \_\_\_\_\_

CONTRACT DATED: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
(Include any Change Order Amount)

KNOW ALL MEN BY THESE PRESENTS:

1. As a final invoice, the undersigned hereby certifies that there is due from and payable by the Owner to the Contractor under the above contract the balance or sum of \$ \_\_\_\_\_.

2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof.

3. That in consideration of the payment of the amount stated in Paragraph 1. hereof, the undersigned does hereby release the owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release.

4. The undersigned hereby guarantees the work (including workmanship) performed for a period of one year from the date of final acceptance of all the work required by the contract shown on Form CERTIFICATE OF COMPLETION, as \_\_\_\_\_, \_\_\_\_\_. He also attached herewith all, manufacturer and supplier written guarantees and warranties covering materials and equipment furnished under the contract.

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

\_\_\_\_\_  
Contractor (SEAL)

WITNESS:

BY:

\_\_\_\_\_  
Signature and Title of Officer

***SECAUCUS AFFORDABLE HOUSING BOARD  
HOUSING REHABILITATION PROGRAM  
PAYMENT CERTIFICATION AFFIDAVIT***

State of New Jersey

SS:

County of HUDSON

I, \_\_\_\_\_ of the \_\_\_\_\_ in the County of \_\_\_\_\_ and State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

1. I am (owner, partner, representative or agent) of the firm of \_\_\_\_\_, completing rehabilitation construction work at \_\_\_\_\_ property located at under terms of a construction contract dated \_\_\_\_\_, \_\_\_\_\_.

2. Pursuant to the provisions of the construction contract and consistent with the New Jersey Construction Lien Law (P.L. 1993, C318 (N.J.S.A.2A:44A-1 et. Seq.)). I have provided the owner with an accurate and full list of the names and addresses of each subcontractor and supplier who may have a right to file a lien pursuant to said Act. The list has been verified under oath by me.

3. I have secured an accurate and full list from each of my subcontractors of the names and addresses of each of their subcontractors and suppliers who may have a right to file a lien pursuant to said act. The lists have been verified under oath by my subcontractors.

4. I am requesting payment for rehabilitation construction services and materials pursuant to provisions of my contract. I am requesting payment in the amount of \$ \_\_\_\_\_ which is payment number \_\_\_\_\_ under the contract. In requesting said payment, I am providing certification on my oath that:

- a. The list required of me as the contractor in paragraph 2. above has been provided and there are no changes required to maintain it as true and accurate.
- b. The list(s) required of my subcontractor(s) referenced in paragraph 3. above have been secured by me.
- c. I have paid all current claims of persons identified on the contractor's list; or, will use the proceeds of the requested payment to settle all current claims.
- d. Required and/or will require as a condition of payment to any of my subcontractors a certification under oath that the subcontractor has paid all current claims of persons identified on the subcontractor's list; or, will use the proceeds of the subcontractor's payment to settle all current claims.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn and Subscribed to Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_.

**SECAUCUS AFFORDABLE HOUSING BOARD**

**HOUSING REHABILITATION PROGRAM**

**PAYMENT CERTIFICATION AFFIDAVIT**

State of New Jersey

SS:

County of Hudson

I, \_\_\_\_\_ of the \_\_\_\_\_ in the County of \_\_\_\_\_ and State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

1. I am (owner, partner, representative or agent) of the firm of \_\_\_\_\_, completing rehabilitation construction work at property located at \_\_\_\_\_ under terms of a construction contract dated \_\_\_\_\_, \_\_\_\_\_.

2. Pursuant to the provisions of the construction contract and consistent with the New Jersey Construction Lien Law (N.J.S.A. 2A:44A-1 et seq.), I am providing the owner with an accurate and full list of the names and addresses of each subcontractor and supplier who may have a right to file a lien pursuant to said act. The list verified under oath by me is as follows:

Name	Address	Supplier Subcontractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn and Subscribed to Before Me  
This \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

## APPENDIX B

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

#### INCOME GUIDELINES

##### MAXIMUM ANNUAL INCOME LIMITS

<u>Household Size</u>	<u>Low Income (80% of Median)</u>
1	\$40,050
2	\$45,800
3	\$51,500
4	\$57,200
5	\$61,800
6	\$66,400
7	\$70,950
8	\$75,500

\* Effective date of income limits 5/10

The above income limits are defined as 80% of median income for low income households. These limits are as established by the U.S. Department of Housing and Urban Development (HUD) and are subject to revision by the federal government on a regular basis.