

BOROUGH OF WESTWOOD

HOUSING REHABILITATION PROGRAM
(WHRP)

OPERATING MANUAL

MARCH 2020



TABLE OF CONTENTS

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

Section VI. Contractor Related Procedures	13
A. Standards for Contractor Selection	
B. Number of Quotes Required	
C. Contractor Requirements - Work Schedule and Agreement	
Section VII. Maintenance of Records and Client Files	13
A. Files To Be Maintained on Every Client	
B. Rehabilitation Log	
C. Monitoring Information	
Section VIII. Program Marketing	14
A. Marketing Methods	
B. Prioritization of Respondents	
Section IX. Rental Procedures	15
A. Fair Housing and Equal Housing Opportunity Requirements	
B. Overview of the Affordable Housing Administration Process for Rental Units	
C. Roles and Responsibilities	
D. Affirmative Marketing (Copy of Approved Affirmative Marketing Plan)	
E. Random Selection & Applicant Pool(s)	
F. Matching Households To Available Units	
G. Application Fees	
H. Maximum Monthly Payments	
I. Housing Counseling	
J. The Applicant Interview	
K. Approving or Rejecting a Household	
L. Basis for Dismissal of Applications	
M. Appeals	
N. Determining Affordable Rents	
O. Determining Rent Increases	
P. Application fees for Affordable Rental Units	
Q. Violations, Defaults and Remedies	
R. Maintenance of Records for Rental Program	
S. List Documents to be Filed	
T. Monitoring Information Required	
Section X. Subordination of Program Mortgages	26

Appendices

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

INTRODUCTION

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

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

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

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

A. Purpose of the Westwood Housing Rehabilitation Program

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

B. Fair Housing and Equal Housing Opportunities



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

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 609-292-4605 or 973-648-2700 or online at <http://www.nj.gov/oag/dcr/localcontact.html>

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard (requiring repair or replacement of at least one, State-defined major system). Owner-occupants of multi-family properties who are, themselves, low or moderate-income households are eligible for the Program.

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

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

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

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

B. Income Limits for Participation

The occupants of the units assisted under the rehabilitation program must have incomes that fall within the most current Affordable Housing Income Guidelines established for Bergen County by the Court. These limits are revised annually as figures are made available. The current Affordable Housing Income Guidelines can be found in Appendix A.

C. Program Target Area

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

D. Certification of Substandard Property

Current or incipient property maintenance code violations will be determined by an inspection conducted by the Program Inspector. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

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

E. Ineligible Properties

The municipality may disqualify properties requiring excessive repairs to meet property maintenance standards. If the estimated or lowest quoted cost of repairs exceeds the maximum Program loan available (including hardship) or the applicant does not have the means to cover all of the repairs required to meet property maintenance standards, then the municipality may exclude the property from the program.

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

Properties subject to a reverse mortgage are ineligible.

SECTION II. AVAILABLE BENEFITS

A. Program Financing

Up to \$10,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units. A Program loan must include the repair or replacement of one of the home's major systems defined in Section I-D, above. Program rehabilitation loans will be 0% interest, deferred payment loans with no monthly payments. The loan principal is to be repaid only when the home is sold or title transferred. **The Borough may, at its discretion, provide up to an additional \$500 in hardship loan funds for a family whose home requires more than \$500 in essential repairs to basic systems and who does not have the means to pay for the extra cost above the \$10,000 normal maximum loan.**

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

B. Emergency Assistance Parameters

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

Program Affordability Controls

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

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

Owners who pass title to their property for a nominal \$1.00 fee to a related household member who, before closing, agrees to submit the required documentation to demonstrate Program income eligibility and whose income is determined to make them eligible for Westwood housing rehabilitation program assistance, need not repay the loan if the now income-eligible household accepting title also executes a new program Note and Mortgage accepting liability for the existing Program lien, allowing the Borough to agree to postpone collecting the loan and allow the new affordable owner to assume the deferred payment loan and postpone payment until that person passes title to the next owner. The Borough will assess the new owner a fee for the required income eligibility assessment.

C. Owner-occupied Affordability Controls

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

D. Renter-occupied Affordability Controls

For rental units, the controls on affordability shall be in the form of a deed restriction and will also include a lien. If a rental unit is vacant during rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low-or moderate-income household at an affordable price and affirmatively marketed. Rents in affordable-restricted rehabilitated rental units may increase annually based on the rent increase limits approved by the Court. It shall be required that the initial rent-up and/or the re-rental(s) of assisted affordable rental units during the term of renter-occupied affordability controls be done through the Borough or its designated Program Administrative Agent. The Administrative Agent will implement the Affirmative Fair Marketing, maintain the pool of interested tenants, conduct the lotteries to determine priority, complete applicant income certifications, assign waiting list households to units that become available based on household size and low/moderate income split, and assign the maximum rent allowable for the assigned client tenant.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

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

A major system is any one of the following:

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

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

- Interior trim work,
- Interior doors
- Interior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement (including decks whose steps provide a safety exit from the house to the ground)
- Porch repair
- Wall surface repair
- Painting (interior and/or exterior)
- Carpet or flooring replacement
- Exterior rain carrying system repair
- Garage doors of attached garages
- Handicap accessibility improvements, interior and exterior

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

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to higher than mid-grade improvements, improvements which are strictly cosmetic, custom tile work, remodeling, alterations, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (decks, patios, detached garage, shed, barn, etc.), furnishings, pools, sidewalks, driveways and landscaping. If determined unsafe, stoves and dishwashers may be replaced. The replacement or repair of other appliances is ineligible. Rehabilitation work performed by property owners (DIY) shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall not be considered complete before the date of final approval by the Westwood Construction Office pursuant to the Uniform Construction Code.

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

D. Certification of Standard

All work done in a participating unit must be in compliance with the standards of the property maintenance code. The program inspector certifies that structures repaired with rehabilitation funds are free of any code violations.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

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

Municipal website - <https://www.westwoodnj.gov>
Municipal Building – 100 Washington Ave., Westwood, NJ 07675

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

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

B. Income Eligibility and Program Certification

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

In addition to income-related documentation, property owners of both owner-occupied and renter-occupied units must submit the following documentation regarding the property:

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

If, after review of the income documentation submitted, an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's or any tenants' income exceeds the adopted income limits. An applicant may also be ineligible if it is determined that the outstanding mortgage debt on the property **exceeds the current value of the property**.

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

Eligibility will remain valid for six months. Under extenuating circumstances and where requested in writing, a waiver may be granted by the Program to extend a client's eligibility period.

C. Housing Inspection/Substandard Certification

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

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

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

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

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

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

D. Initial Writeup

The program staff will next prepare an Initial Writeup and cost estimate. This Initial Writeup will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifications of the work methods and materials to be used. The program staff will submit the Initial Writeup to the property owner for their review and required written approval. Changes to the Initial Writeup can be requested by the homeowner and made by the Program prior to the Homeowner providing written approval. Once a homeowner provides the required written approval of an Initial Writeup, no further changes to the case Writeup can be made.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program.

E. Contractor Quoting Procedures

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

If the low quote is higher than the \$10,000 maximum program loan amount, the homeowner can choose to either eliminate non-essential items from the Writeup that brings the low quote to or below the \$10,000 maximum or pay any excess amount over the \$10,000 from their own resources. The payment of any Homeowner share must occur prior to the commencement of work. **Determination of the eligibility of the homeowner for the \$500 hardship add-on to the loan will be made by program staff at this stage.**

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

F. Loan Closing, Contract Signing and Pre-Construction Conference

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

G. Progress Inspections

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

H. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program inspector will consult with the contractor and homeowner and, once all 3 parties are in agreement on scope of additional work and price, approve a change order for the work to be done, along with the homeowner. Additionally, if the additional cost is to be paid by a larger Program loan, new loan documents will be executed reflecting the increase. At no time can the total maximum loan amount exceed \$10,000-

I. Payment Schedule

The contract will provide for one lump sum payment to the contractor at the completion and final inspection of the project. Any interim payment required by special circumstances will be handled on a case-by-case basis with Borough approval.

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

J. Conflict Resolution

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

K. Final Inspection

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

L. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant (for rental projects) and the Program Mortgage with the County Clerk.

M. File Closing - Client Confidentiality

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

SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete Household Income Eligibility Determination Forms

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four most recent consecutive pay stubs, including bonuses, overtime or tips, or a certified letter from each employer stating the present annual income figure or if self-employed, a current certified business Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding 3 years.
- A letter or appropriate reporting form verifying benefits such as:
 - Social Security or SSI – Current award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF- (Temporary Assistance for Needy Families) current award letter
 - Disability - Worker’s compensation letter
 - Pension income (monthly or annually) – a pension letter or recent statement
- A letter or appropriate documentation form verifying any other regular sources of income claimed by the applicant, such as family transfers, alimony or child support.
- Current reports of savings and checking accounts (bank statement and passbook copies) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds. For brokerage accounts – most recent statements.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Signed Federal and State tax returns for each of the preceding three tax years and proof of ownership share of profits.
- Current reports of assets – Market Value Appraisal or realtor Comparative Market Analysis and bank/mortgage co. statement indicating current mortgage balance. For rental property attach copies of all leases.

All required documentation must be submitted no later than 30 days from the date that the full loan application packet is mailed to the applicant. After 30 days, the applicant's loan application will be put on a "hold" status. Applicants wishing to complete their loan applications after the 30-day period expires will be reconsidered on a case-by-case basis, available funding considered.

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

Not Income

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

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

Student Income

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

Income from Real Estate

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

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

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

SECTION VI. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

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

B. Number of Proposals Required

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

SECTION VII. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Client

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

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

B. Additional documentation for files of clients approved for the program:

- Housing Inspection Report and Initial Writeup
- Property owner approval of Initial Writeup.
- Approved Initial Writeup, Closing Writeup with prices, Final Writeup with final prices
- Client Contractor Agreement
- Mortgage, Note and Deferred Loan Agreement
- Evidence of required Permit inspections
- Contractor Requests for Progress Payments, if any
- Executed Release of Payment for any progress payment
- Change Orders (If needed)
- Executed Release of Payment for final payment

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

C. Rehabilitation Log

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

D. Monitoring

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

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

SECTION VIII. PROGRAM MARKETING

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

SECTION IX. RENTAL PROCEDURES

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

A. Fair Housing and Equal Housing Opportunities



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

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 609-292-4605 or 973-648-2700 or online at <http://www.nj.gov/oag/dcr/localcontact.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 pre-applications will be prioritized through a random selection lottery.
- The Administrative Agent informally pre-qualifies applicants in the applicant pool for income eligibility based on self-reported data.
- When a low or moderate-income unit of a certain bedroom size becomes available, the Administrative Agent will interview the pre-applicant households next on the prioritized list based on household size and proceed with the income certification process. The certification documentation will be the same as is required for an owner occupied unit. (Section V)
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Certified households that are approved for a rental affordable housing unit will sign Appendix K of UHAC 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 Affordable Housing Planner and the Municipal Affordable Housing Attorney, where appropriate (see the section Responsibilities of the Municipal Affordable Housing Attorney). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, Responsibilities of an Administrative Agent.

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

- ✓ Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.
- ✓ Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into required reports. Any requests for additional information or corrections will be directed to the Municipal Housing Liaison.
- ✓ Provide Administrative Agent Services, unless those services are contracted out. The responsibilities for providing administrative agent services are described in the next Section under, Responsibilities of an Administrative Agent.

RESPONSIBILITIES OF AN ADMINISTRATIVE AGENT

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

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

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

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

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with preapplications, 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 an adequate 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 estimated income.

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

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

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

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

Provide annual notification of maximum rents. Each year when new income limits are adopted, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent’s contact information must be included on such notification in case the tenant is being overcharged.

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

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

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

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

RESPONSIBILITIES OF THE MUNICIPAL AFFORDABLE HOUSING ATTORNEY

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

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

RESPONSIBILITIES OF OWNERS OF RENTAL UNITS

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

RESPONSIBILITIES OF LANDLORDS AND PROPERTY MANAGERS

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

D. Affirmative Marketing

OVERVIEW OF THE REQUIREMENTS OF AN AFFIRMATIVE MARKETING PLAN

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

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

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

Advertisements for initial rent-up and re-rental of affordable units must contain the following information for each affordable housing opportunity:

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

REGIONAL PREFERENCE

Affordable rental units in Westwood Borough shall be available on a priority basis to applicants that live or work in NJ Affordable Housing Region 1 comprised of the following counties - Bergen, Hudson, Passaic and Sussex. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

IMPLEMENTATION OF THE AFFIRMATIVE MARKETING PLAN

The affirmative marketing process for the initial rental of affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the municipality shall undertake all of the strategies outlined in the municipality's Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until sufficient preapplications have been received to find eligible tenants for all of the units available at that time. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

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

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

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

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

E. Random Selection & Applicant Pool(s)

INITIAL RANDOMIZATION

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

After advertising is implemented, applications are accepted for up to 60 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 screened for eligibility and placement in a unit).

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

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

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

Applications, by required bedroom size, are reviewed for income-eligibility in accordance with their lottery pool priority until all units of a given bedroom number have been occupied. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

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

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

Matching Households To Available Units

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

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

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

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

F. Application Fees

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

G. Maximum Monthly Payments

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

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

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

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

H. 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 allowed to complete the certification process via telephone, email and mail. 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.

I. Approving or Rejecting a Household

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

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

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

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

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for pre-leasing costs, 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.

J. Dismissal of Applications

Applications can be dismissed for the following reasons:

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

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

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

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

K. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Westwood Borough Municipal Housing Liaison. 101 Washington Avenue., Westwood, NJ 07675. The Borough Municipal Housing Liaison's written decision, which shall be made within 30 days of receipt of an appeal, shall be final.

L. Determining Affordable Rents

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

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

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

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

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

Split Between Low- and Moderate-income Rental Units. *At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 13 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 30 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.*

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on the DCA Local Planning Service's website.

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

M. Determining Rent Increases

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

N. Application Fees for Affordable Rental Units

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

O. Violations, Defaults and Remedies

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

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

P. Maintenance of Records for Rental Program

The following

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

SECTION X. SUBORDINATION OF PROGRAM MORTGAGES

It will be the policy of the Westwood Housing Rehabilitation Program to consider subordination of program mortgages to homeowner refinancing initiatives if the criteria in this section are met and all procedures in this section are followed. There will be a \$400 non-refundable Subordination application fee be paid at the time of application. Applicants will also submit a check for \$200 to cover the cost of recording the approved Subordination in cases where the applicant's attorney fails to do so. The check will be returned if the applicant's attorney submits proof of recording per the procedures below.

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

Approval Criteria:

1. After refinancing with a fixed amount mortgage, the total amount of mortgage debt is less than 85% of the current appraised value of the property as determined and documented by the financial institution providing the new financing.
2. Property tax payments and any other municipal liens on the property are current.

Approval procedures:

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

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

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

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

Subordination Application Fee Schedule:

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

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset Limit****
												Rents**	Sales***	
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602	2.6%	4.73%	\$183,994
	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481			
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801			
	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680			
Region 2 Essex, Morris, Union and Warren	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013	2.6%	5.67%	\$193,321
	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410			
	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506			
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156	2.6%	9.64%	\$225,261
	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925			
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078			
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847			
Region 4 Mercer, Monmouth and Ocean	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082	2.6%	3.91%	\$193,919
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865			
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041			
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825			
Region 5 Burlington, Camden and Gloucester	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932	2.6%	3.09%	\$166,981
	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146			
	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466			
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289	2.6%	5.15%	\$143,713
	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031			
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644			
	Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387			

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

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

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

Westwood Housing Rehabilitation Program (WHRP)

ATTENTION BOROUGH HOMEOWNERS

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

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

MONEY MAY BE USED FOR NECESSARY REPAIR OR REPLACEMENT OF:

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

FAMILIES MUST OWN THEIR HOME.

TOTAL FAMILY INCOME MUST BE WITHIN THESE LIMITS:

Persons in Household	1	2	3	4	5	6	7	8+
Maximum Income	\$53,286	\$53,286	\$53,286	\$53,286	\$53,286	\$53,286	\$53,286	\$53,286

Just fill out this Preliminary Application as soon as possible and bring it or mail it to:
Westwood Housing Rehabilitation Program (WHRP)
Municipal Building, 101 Washington Avenue
Westwood, NJ 07675

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

Name: _____	Home phone # _____
Street Address: _____	Cell phone # _____
Type of home: Single <input type="checkbox"/> Duplex <input type="checkbox"/> 3+ <input type="checkbox"/>	Email _____
Name(s) on Deed (1) _____	(2) _____
Total # of persons in your household _____	2019 Total Family Income \$ _____
Our Gross Family Income is below the maximum on the chart above.	Yes <input type="checkbox"/> No <input type="checkbox"/>
The total of all liens on this property is less than its current value.	Yes <input type="checkbox"/> No <input type="checkbox"/>

For additional information, EHRP Coordinator, Steve Weinberg - 732-485-0756 - steve.weinberg@mac.com

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

Applicant Signature _____ Date _____

Co-Applicant signature _____



Welcome to the Westwood Borough Housing Rehabilitation Program



Westwood Borough thanks you for your interest in fixing your home through the **Westwood** Housing Rehabilitation Program. Please contact Steve Weinberg, Program Coordinator, (732-485-0756) at any time if you have questions about completing these forms or about the program.

Westwood Borough Housing Rehabilitation Program

Steven J. Weinberg, Program Coordinator

Phone: 732-485-0756 Email: steve.weinberg@mac.com

PO Box 6025, East Brunswick, NJ 08816

To complete your application for a rehab loan, you must complete and submit each of the enclosed documents that are applicable to you and every adult member of your household.

Information About Your Property

- Property Data form & Mortgage/Lien Status form (w/ copies of most recent mortgage statements)
- A copy of your recorded deed for the house. (Must have recording stamps from County Clerk)*
- Proof that property real estate and utility tax payments are current*
- A copy of homeowner's insurance policy certificate and flood insurance, if applicable.

* Please check with the Program Coordinator who may be able to access this information for you online

Income Information

- Household Membership form filled out and signed
 - Household Employment form filled out and signed
 - Employment Verification forms signed by employers for each job held by an adult (18 yrs. and over, incl. students) in the household plus copies of the most recent 4 pay stubs for each job.
 - A copy of your most recent Social Security or SSI check (if any) and 2020 Notification Letter
 - A copy of your most recent pension check(s) (if any) and 2019 year-end statement(s).
 - A copy of verification of all other income and assets including: annuity, disability, self employment, unemployment, interest, dividends, welfare, alimony, child support, capital gains, business income, property income, property value or public assistance.
 - Other Income & Child Support Certification. (Including info on child support & alimony received)
 - A Student Verification form for all post-high school students age 18 and older.
 - Zero Income form signed by each adult household member claiming zero income.
 - Banking Verification form covering all accounts in each bank where any member of the household has an account. (Make extra 2-sided copies of the form, as needed)
 - Listing of Stocks and Bonds form filled out and signed (attach most recent broker statement)
 - A signed copy of the Income and Assets Completeness Disclaimer (all adults in household)
 - A complete copy of both your 2017, 2018 & 2019 Federal and New Jersey Income Tax returns, including W-2 forms, for all household members filing returns.
-

Please contact us if you have any problems gathering the necessary documents. Please gather your documents as quickly as possible. **Your set of application documents should be mailed to the Westwood Borough Housing Rehabilitation Program c/o Steven J. Weinberg, Program Coordinator, PO Box 6025, East Brunswick, NJ 08816.** Call Mr. Weinberg's office 732-485-0756 or email at steve.weinberg@mac.com if you have any questions. Please keep copies of all documents you mail. 5-20

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

Property Data Form

Names of all persons on your deed (Please print clearly)	<hr/> <hr/> <hr/> <hr/>
Address of Property	
Block	
Lot	
Date of Purchase	
Date Deed Recorded plus Book & Page	Date _____ Book _____ Page _____
Price Paid	
Outstanding Mortgage amount	
Mortgage lender	
Approximate Current Value	
Received Housing Rehabilitation Assistance previously through another Program?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, approximately when? _____

With this form, please submit:

1. A copy of your full deed, being careful to copy the complete pages with all of the markings in the margins. These are needed to complete your loan documents later in the process. If you do not have a copy of your deed, you can get it from the Bergen County Recorder's office in Hackensack. (201) 336-7007
2. Proof that your Westwood Borough real estate and utility taxes are paid current
3. A copy of your most recent home insurance certificate showing that your insurance is currently in force.
4. A copy of your most recent mortgage statement showing current outstanding mortgage principal.

Weatwood Housing Rehabilitation Program

Client Report on Current Mortgages and other Property Liens

Name
Address
Date of purchase

Please complete one column for each mortgage loan that you currently owe.
Attach a copy of the most recent statement from each Mortgage holder substantiating the information contained on this sheet.

	Mortgage Loan #1	Mortgage Loan #2	Mortgage Loan #3	
Date of Mortgage Execution				
Initial Amount of Mortgage Loan	\$	\$	\$	Current Value of Property
Appraised value at the time of mortgage loan				\$
Current Mortgage Holder (Bank or Mortgage Company) Plus contact phone #				Total Currently Outstanding Property Liens
Current Principal Balance on Mortgage Loan	\$	\$	\$	\$
Balance Statement from Mortgage Company Attached	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
Mortgage is in process of modification	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
Mortgage is in default	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
Signed	Date	Other liens on property? If yes, attach copies Yes ___ No ___ of other liens		
Signed	Date			

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

Household Membership

Please list the requested information for all persons currently residing in the home at this time (including Armed Forces and full-time students living away from home). Mail all loan application documents to the Program Office address below.

<u>First Name-Last Name</u>	<u>Social Security #</u>	<u>Birth Date</u>	<u>Age</u>	<u>Relationship to Head</u>	Check the appropriate box for employment status			
					<u>Employed</u>	<u>Full time Student</u>	<u>Retired</u>	<u>Other (State)</u>
1								
2								
3								
4								
5								
6								
7								
8								

By my signature below I certify that the above information is true and correct. (All persons listed on the property deed must sign)

Homeowner #1 Signature

Homeowner #2 Signature

Date

Date

Westwood Housing Rehabilitation Program

Household Employment Information

Household Head				
Household Head	Name			
Present Employer				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Present Employer #2				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Previous Employer				Starting Date Ending Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Co-Applicant				
Co-Applicant	Name			
Present Employer				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Present Employer #2				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Previous Employer				Starting Date Ending Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Return copies of last 4 pay stubs from all current jobs with application packet. Complete information for 3rd or 4th employed household member on back of form.				
Certification	Applicant	_____		Date _____
Signatures	Co-Applicant	_____		Date _____

Household Employment Information for 3rd and 4th Employed Persons in Household

3rd Employed Person				
3rd Employed Person	Name			
Present Employer			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Present Employer #2			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Previous Employer			Starting Date Ending Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
4th Employed Person				
4th Employed Person	Name			
Present Employer			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Present Employer #2			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Previous Employer			Starting Date Ending Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Return copies of last 4 pay stubs from all current jobs with application packet.				

**WESTWOOD HOUSING REHABILITATION PROGRAM
EMPLOYMENT VERIFICATION**

THIS SECTION TO BE COMPLETED BY APPLICANT

TO: (Name & address of employer) _____ Date: _____

RE: _____
Applicant Name
Social Security Number
Unit # (if assigned)

I hereby authorize release of my employment information.

Signature of Applicant
Date

The individual named directly above is an applicant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. **Please execute this form and return it to the applicant who will submit it as part of a full application packet.** Your prompt response is crucial and greatly appreciated.

**Return Form Executed by Employer
with Full Application Packet To:**

Westwood Housing Rehabilitation Program
 % Steven J. Weinberg, Program Coordinator
 PO Box 6025
 East Brunswick, NJ 08816
 732-485-0756

THIS SECTION TO BE COMPLETED BY EMPLOYER AND RETURNED TO APPLICANT FOR SUBMISSION

Employee Name: _____ Job Title: _____

Presently Employed: Yes ___ Date First Employed _____ No ___ Last Day of Employment _____

Current Wages/Salary: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

Average # of regular hours per week: _____ Year-to-date earnings: \$ _____ through ___/___/___

Overtime Rate: \$ _____ per hour Average # of overtime hours per week: _____

Shift Differential Rate: \$ _____ per hour Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

List any anticipated change in the employee's rate of pay within the next 12 months: _____; Effective date: _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

Additional remarks: _____

Employer's Signature
Employer's Printed Name
Date

Employer [Company] Name and Address

Phone #
Fax #
E-mail

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

CHILD SUPPORT OR ALIMONY EXPENSE VERIFICATION

Child Support or alimony payments to individuals not in the household are deducted from gross household income for purposes of Program income verification.

Name(s): _____ Home Phone No. _____

Address: _____ Cell/Work Phone No: _____

Do make regular alimony or child support payments Yes No

If yes, to whom and how much per month?

Type of Payment	To Whom? (Name)	Monthly Amount	Phone #	Email Address
Alimony		\$		
Child Support		\$		

*Submit copy of Court Order documenting any child support or alimony paid.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination from the program and immediate and full repayment of any program loans.

Signature of Applicant

Printed Name of Applicant

Date

Signature of Co-Applicant

Printed Name of Applicant

Date

Please return all income certification documents to:

Westwood Housing Rehabilitation Program, PO Box 6025, East Brunswick, NJ 08816

Westwood Housing Rehabilitation Program – 732-485-0756

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

CERTIFICATION OF OTHER INCOME INCLUDING CHILD SUPPORT INCOME (This form must be completed, signed and returned by all applicants)

Name(s): _____ Home Phone No. _____
Address: _____ Cell/Work Phone No: _____

Do you receive regular support from persons not living in the household Yes No

If yes, how much per month? \$ _____ Source: _____

Child's Name (list all children 18 and under living at this address)	Both Parents living in home? Yes or No?	If no, is child support received in household for this child? Yes or No?	If Yes, how much per month*?
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Submit copy of Court Order for any child support received.

We hereby certify that we do/do not receive income from set periodic allowances such as:
Alimony Yes No If yes, how much per month \$ _____

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination from the program and immediate and full repayment of any program loans.

Signature of Applicant	Printed Name of Applicant	Date
Signature of Co-Applicant	Printed Name of Applicant	Date

**Please return all income certification documents to:
Westwood Housing Rehabilitation Program, PO Box 6025, East Brunswick, NJ 08816**

WESTWOOD HOUSING REHABILITATION PROGRAM
POST-SECONDARY STUDENT VERIFICATION

THIS SECTION TO BE COMPLETED BY POST-SECONDARY STUDENT

This Student Verification is being delivered in connection with the undersigned's eligibility for affordable housing assistance:

I hereby grant disclosure of the information requested below from _____
Name of Educational Institution

Signature

Date

Printed Name

Student ID#

Client please return completed student verification form along with other eligibility documentation to:

Steven J. Weinberg, Program Coordinator
Westwood Housing Rehabilitation Program
PO Box 6025
East Brunswick, NJ 08816

732-485-0756

THIS SECTION TO BE COMPLETED BY POST-SECONDARY EDUCATIONAL INSTITUTION

The above-named individual is a member of a household that has applied for affordable housing assistance and requires verification of their full time student status. Please provide the information requested below:

Is the above-named individual a student at this educational institution? YES NO

If so, part-time or full-time? PART-TIME FULL-TIME

If full-time, the date the student enrolled as such: _____

Expected date of graduation: _____

I hereby certify that the information supplied in this section is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Print your name: _____

Tel. #: _____

Title: _____

Educational Institution: _____

See over for information that must be filled out concerning the employment status of all students over 18

WESTWOOD HOUSING REHABILITATION PROGRAM

POST-SECONDARY STUDENT VERIFICATION

Part II

Employment Status of Students

On the reverse of this form I have provided certification that I am a

Full Time Student

Part Time Student

=====

During the school term for which student status certification was provided:

I was not employed

I was employed part time

I was employed full time

Full time students who were also employed full time (35+ hours per week) must submit their four most recent pay stubs with the family loan application documents.

Signed by above student:

Dated:

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

CERTIFICATION OF ZERO INCOME

(To be completed by each adult household member with zero income only. Duplicate as necessary)

Name: _____ Phone No. _____

Address: _____ City: _____

1. I hereby certify that I do not receive income from any of the following sources:
 - a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
 - b. Income from operation of a business;
 - c. Rental income from real or personal property;
 - d. Interest or dividends from assets;
 - e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
 - f. Unemployment or disability payments;
 - g. Public assistance payments;
 - h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
 - i. Sales from self-employed resources (Avon, Mary Kay, Shaklee, etc.);
 - j. Any other source not named above.

2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 2 months.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination from the program and immediate and full repayment of any program loans.

Signature of Applicant

Printed Name of Applicant

Date

Please return all income certification documents to:

**Steven Weinberg, Coordinator
Westwood Housing Rehabilitation Program,
PO Box 6025
East Brunswick, NJ 08816**

Westwood Borough
Housing Rehabilitation Program
(WHRP)

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

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

Applicant Bank Asset Verification

Date: _____

To: (Name of Bank) _____

Address of Bank: _____

Re: (Applicant name & SS #) _____ SS# _____

(Co-Applicant name & SS #) _____ SS# _____

Applicant Address:

Street _____

City _____ State _____ Zip _____

The individual(s) named above is an applicant for housing rehabilitation assistance by Westwood Borough under affordable housing regulations promulgated by the State of New Jersey. These regulations require that in order for this individual to be eligible, we must verify their income, including income from any and all bank assets. The individual has authorized by signing below, your release of the requested information.

The information you provide on the reverse of this form will be used only for the purpose of determining the individual's eligibility based on income. We are required to complete our verification process in a short time period and would appreciate your prompt response. **It would be best if you could complete the form at this time and return it to the applicant who will submit it to us.** If you have any questions, please feel free to contact our office at 732-485-0756. Thank you for your cooperation.

Westwood Housing Rehabilitation Program

=====

I hereby consent to release of the information requested.

Applicant signature

Telephone number

Date

Co-Applicant signature

Telephone number

Date

(Have Bank complete form and return to you for your submission with all other materials - See Over)

Westwood Housing Rehabilitation Program

Listing of Stocks and Bonds

(This form must be signed and submitted even if applicant has no stocks or bonds)

Stocks

Name	Date Purchased	No. of shares	Cost per Share	Current Market Value per share	Total current Value
1					
2					
3					
4					
5					
6					

Bonds

Name	Date Purchased	Total Face Value	Total Purchase Cost	Maturity Date	Current Value
1					
2					
3					
4					
5					
6					

We own no stocks and no bonds

Certification	Applicant _____	Date _____
Signatures	Co-Applicant _____	Date _____

Please include copy of most recent broker's statement for all stocks and bonds listed.

Westwood Borough
Housing Rehabilitation Program
(WHRP)

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

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

INCOME AND ASSETS COMPLETENESS DISCLAIMER

PROGRAM PARTICIPATION CERTIFICATIONS

This is to certify that the information concerning the incomes and assets of all members of this household provided to the Westwood Housing Rehabilitation Program is true and correct and that there are no additional sources of income or assets that have not been disclosed.

I understand that if it is proven that anyone in this household has withheld from the Program information concerning income or assets, that this will be grounds for default and immediate repayment of any Program loan funds, as well as prosecution to the full extent of the law.

This is also to certify that our family has no current plans to either sell this home or to move to another home and rent out this home for the foreseeable future and that it is reasonable to anticipate that we will continue to live in this home as our principal residence for at least the next 10 years.

This is also to certify that we have read the attached WHRP Program Overview and agree to comply with all program polices and procedures, especially with regard to being available for essential program activities during normal work hours.

Finally, this is to certify that we have we have not received any other housing rehabilitation assistance for this property from any governmental agency in the past 10 years. If you have received such assistance, please attach documentation.

Signed by all adults in household:

Dated:

Borough of Westwood Housing Rehabilitation Program (WHRP)

OVERVIEW

The Borough of Westwood has established a housing rehabilitation program (WHRP) to provide home improvement funds to eligible low and moderate-income Borough homeowners, and to Borough investor-owners who rent to low or moderate-income tenants. The administration of the WHRP program will be under the direction of the Westwood Borough Municipal Housing Liaison and administered by Community Action Services. Applicants are served in the order their preapplication is received. Owner-occupied single-family structures are given priority over rental properties and multifamily structures.

I. ELIGIBILITY CRITERIA

To be eligible for WHRP, an applicant must meet the following requirements:

1. Own the property or unit that is to be improved (the owner must apply to the program).
Homeowners currently planning to sell their homes are ineligible for WHRP assistance.
2. The home must be fixed upon a permanent foundation.
3. The gross annual income of all persons residing in the owner-occupied or rental household must not exceed the State Low and Moderate Income Eligibility Limits.
The current income limits are as follows:

NJ DCA BERGEN COUNTY INCOME ELIGIBILITY LIMITS BY HOUSEHOLD SIZE

HOUSEHOLD SIZE	MAXIMUM ANNUAL INCOME
1 Person	\$53,286
2 Persons	\$60,898
3 Persons	\$68,510
4 Persons	\$76,122
5 Persons	\$82,212
6 Persons	\$88,302
7 Persons	\$94,391
8 Persons	\$100,481

4. Local property taxes must be current.
5. Total current mortgage & other liens on the property, including a projected Program lien, cannot be more than the current property value. If so, other loan security safeguards must be met.
6. Before beginning to serve multifamily clients, Westwood will establish procedures for affirmatively marketing all assisted rental units, for screening potential tenants to determine income eligibility and for monitoring that rents plus utilities do not exceed NJ DCA-mandated levels. Adherence to NJ DCA affordable rental procedures and guidelines will be built into the contract documents between Westwood and rental unit owners.

II. WHRP LOAN TERMS AND CONDITIONS

WHRP is designed as a "deferred payment loan program". This means that the repayment of the loan is deferred until the house is sold or title transferred. These Program loans, furthermore, will be made at 0% interest. Should the owner sell the assisted unit within 10 years of completion of the project or chose to repay the loan before the end of the initial 10 year period, an administrative fee of 10% of the program loan will also have to be repaid. The administrative fee is required in order to subsidize the cost of the Borough's processing of a client to replace them in the program so that the Borough can retain its "credit" for a unit of affordable housing assistance. After 10 years, there is no administrative fee and only the loan principal is repaid. The table below describes the terms of the loans:

Type of Residence	Maximum Rehabilitation Loan	Interest Rate
Owner-Occupied Single Family	\$10,000 maximum	0%
Owner-Occupied Multi-Family	\$10,000 maximum per unit	0%
Investor-Owned Single Family	\$10,000 maximum	0%
Investor-Owned Multi-Family	\$10,000 maximum per unit	0%

Participants in the program will be required to sign a mortgage and a note for the funds borrowed and the mortgage will be filed with the County Clerk.

If a homeowner sells the property, transfers title, or rents the unit(s) to other than a low or moderate income renter, or if the owner dies, they, their heirs, executors, or representative must notify the Borough of Westwood Municipal Housing Liaison because the grantee or heirs are obligated to repay the loan. Transfer to an income eligible family member will not require payment of the Administrative Fee, though there will be a fee to the new owner for documenting their income eligibility.

If WHRP assists an owner-occupied single family home, and if the owner then rents the property to a qualified low/moderate income renter, the owner must execute documents binding the owner and the property to the terms governing an affordable rental unit.

III. ELIGIBLE & INELIGIBLE HOME IMPROVEMENTS

The Westwood Housing Rehabilitation Program is designed to correct existing or incipient code violations in a residence. Home remodeling or home upgrades are not eligible under the Program. All rehabilitation specifications will call for mid-grade quality materials and appliances.

Homeowners are not allowed to request and program contractors will not be allowed to undertake additional items not listed in the approved program specifications while program rehabilitation is underway as part of any privately negotiated contract. In addition, no upgrades of materials, fixtures or appliances will be permitted.

ELIGIBLE HOME IMPROVEMENTS

MAJOR SYSTEM REPAIRS/REPLACEMENTS

- Weatherization (insulation, siding, doors and windows)
- Roof
- Plumbing system (Kitchen, bathrooms)
- Heating & cooling system (includes hot water heater)
- Electrical system
- Sanitary Plumbing system (includes sewer connections & septic)
- Lead paint abatement
- Load bearing structural repairs (Applicants should request more detailed information from the Program about any anticipated need for structural repairs)

MINOR REPAIRS

- Handicapped access improvements (documentation required)
- Replace stove (only when a safety hazard)
- Exterior painting
- Masonry repairs
- Replace damaged gutters and leaders
- Replace damaged drywall and flooring
- Minor carpentry repairs

INELIGIBLE HOME IMPROVEMENTS

- Remodeling of any sort
- Cosmetic or luxury fixtures
- Custom painting
- Purchase of appliances not required by local code
- Acquisition of land
- Landscaping
- Custom tile
- Decks or swimming pools
- Unattached garages or accessory structures
- Driveways and sidewalks

IV. PROVISIONS FOR DISABLED PERSONS

If the application for housing rehabilitation documents that a member of the household is disabled by a permanent medical condition which could be improved by more suitable housing conditions, the applicant may be eligible for home improvements which reasonably accommodate his/her needs. Provisions for Disabled Persons are applicable after unit meets the criteria in Section III for Major Systems. The intent of the program is to increase mobility for the disabled person by relying on such low-tech designs and reliable non-mechanical technologies as:

- Installation of handrails
- A window model air conditioning unit for certified respiratory ailments
- Exterior ramp to enter/exit housing unit
- Retrofit of appropriate door hardware
- Accessible toilet and bathing facilities
- Accommodation of wheelchair passage to form accessible route between interior rooms including adequate turning space and thresholds at doors

V. WHRP IMPLEMENTATION PROCEDURES

Once WHRP has determined that an applicant meets NJ DCA income eligibility limits and other program eligibility criteria, they will be scheduled for a comprehensive property inspection to be conducted by the program rehabilitation specialist. The purpose of the inspection is to detail any health, safety or code violations which exist on the property and any other items identified by the homeowner requiring repair or replacement. WHRP will create a work-write-up, including work specifications, for each item to be included in the home's rehabilitation. A copy of the work write-up will be forwarded to the homeowner for their review and written approval.

After obtaining written homeowner approval for the work write-up, WHRP will then solicit quotes from interested contractors by:

- 1) Sending quote proposal packages to contractors on the WHRP list of contractors if requested by the applicant.
- 2) Sending quote proposal packages to the pre-certified contractor(s) of the owner's choice.

At least 2 responsible and complete quotes will be solicited for each project. The lowest quoting qualified contractor is awarded the contract to rehabilitate the home. Should the owner decide to use a contractor other than the lowest qualified quoter, the owner will be responsible for paying from the owner's own funds the cost difference between the lowest responsible quote and the quote from the contractor of choice.

The Program will conduct a closing at which the following WHRP Program documents will be signed by the homeowner: the Mortgage, the Note, and the Rehabilitation Loan Agreement. At the loan closing, the contractor will be present to answer questions and the rehabilitation construction contract between the homeowner and the chosen contractor will be signed. All required permits must be taken out by the contractor as per any home improvement construction and final inspections and approvals by the Borough Construction Office must be complete before the contractor receives final payment.

WHRP will monitor the construction process. The homeowner will keep the Program informed as to the progress of the work and any problems that may arise. Unresolved homeowner issues with their contractor must be submitted in writing to the program promptly. Payments to the contractor will not be released, generally, until approved by both the program and the homeowner. In the event of irreconcilable disputes between homeowner and contractor, both parties will agree, in advance, that the program's determination will be final.

Homeowners must make themselves and their homes available during normal work hours at various stages of the program such as: initial inspection, inspection by contractors preparing quotes, closing of loan and construction contract, construction by contractor (homeowner not required to be present at all times) and final inspection by Borough's inspectors and the Program. It is impossible for the program to provide the level of service required if the homeowner cannot be present at these major program events. Homeowners who are unable to be present for these major program events will be deemed to have withdrawn from the program and their case will be closed.

CONTACT INFORMATION

Steven Weinberg, Program Coordinator
732-485-0756
steve.Weinberg@mac.com

PO Box 6025
East Brunswick, NJ 08816

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

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

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

Real Estate Taxes	_____
Liability and Fire Insurance	_____
Water/Sewer	_____
Trash	_____
Electric	_____
Heat	_____
Hot Water	_____
License & Permits	_____
Accounting	_____
Legal Fees	_____
Property Management	_____
Other: specify	_____
Total	_____

PERSONAL

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

REPAIRS

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

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

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

In order to participate in the Westwood Housing Rehabilitation Program only those units that are occupied by low-moderate income tenants will qualify. I understand that the unit(s) must be continuously occupied by a low-or-moderate income household for 10 years. Rent controls will be placed on each unit participating according to the State Affordable Housing Guidelines. I agree to submit annual reports to the _____ regarding changes in tenancy.

I agree to provide 50% of the total eligible construction costs and will deposit these funds with the _____ at the time of the loan closing. Projects which can not be brought up to the Municipal Property Maintenance Code within the program's funding and projects which do not require a minimum of \$10,000 in major systems repair will not be approved.

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

Signature of Owner

Date

Signature of Owner

Date

Westwood Housing Rehabilitation Program Tenant Application - Rental Rehab Loan Assistance

NAME OF HEAD OF HOUSEHOLD _____ AGE: _____

SPOUSE: _____ AGE: _____

ADDRESS: _____

PHONE: _____

Name and age of others living in household:

RENT:

Monthly Rent Amount: _____

Do You Have A Lease? _____ Term of the Lease: _____

INCOME:

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

IMPORTANT: ALL HOUSEHOLD INCOME MUST BE REPORTED

Name	Amount Per Month	Source

See Over

Your landlord is making an application to the Township of Byram Housing Rehabilitation Program in order to rehabilitate the property that you reside in.

Improvements will be made that may include major construction. This program will not cause you to be permanently displaced.

Your cooperation in providing necessary income information is essential for eligibility to participate in the program.

Your cooperation will also be needed when construction begins in providing access to the unit.

Tenant Application Certification

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

Signature of Tenant

Date

Signature of Tenant

Date

Westwood Borough HOUSING REHABILITATION PROGRAM

Case File Tracking Form

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

**FORM
NUMBER**

DESCRIPTION

**DATE/ACTION
MAILED/REQUESTED**

**RECEIVED/
COMPLETED**

COMPREHENSIVE & ELECTRICAL INSPECTION:

- 19. Comprehensive Property Inspection _____
- A. Work Specification/Cost Estimate _____
- 20. Work Write-up Packet _____
- A. Notice to Homeowner to Review _____

QUOTE SOLICITATION:

- 21. Proposal Package to Contractors:
 - a. Instructions to Quoters _____
 - b. Proof of Property Inspection form _____
 - c. Non-Collusion Statement _____
 - d. Insurance Liability Affidavit _____
 - e. State of NJ Sales Tax form _____
 - f. Rehab Quote form _____
 - g. Stockholders Disclosure Statement _____
- 22. Notice to Homeowner _____

AWARD CONTRACT:

- 23. Quote Summary _____
- 24. Contractor Selection _____
 - A. Homeowner choice _____
 - B. Low quote is above max subsidy _____
- 25. Contractor Certification of Work (Quote 15% below Cost Estimate) _____
- 26. Contract Award _____
 - a. Notice of Award _____
 - b. Notice quote rejection _____

**FORM
NUMBER**

DESCRIPTION

**DATE/ACTION
MAILED/REQUESTED**

**RECEIVED/
COMPLETED**

PRE-CONSTRUCTION MEETING/AGREEMENTS:

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

LEGAL DOCUMENTS TO BE SIGNED:

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

CONSTRUCTION PHASE and PROJECT CLOSE OUT:

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

Westwood Borough
Housing Rehabilitation Program
(WHRP)

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

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

OWNER-OCCUPIED APPROVAL LETTER

Date

Applicant (Homeowner)

Address of Applicant

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

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

PROCEDURE:

- You will be contacted in the near future to make arrangements for an inspection of your property. The program inspector will determine the scope of work to be done. He will prepare a work write-up and cost estimate. Only work necessary for the property to meet Municipal Property Maintenance Code will be listed
- You will receive a copy of the work write-up and any questions that you might have will be answered for you concerning the proposed work. You must provide the Program with written approval of your Writeup before we move toward getting contractor quotes for your work.
- The approved Writeup will be sent to qualified contractors that are listed with the Program. The most reasonable low quote will be recommended. If you prefer another contractor that has submitted a higher quote you have the option to pay the difference in quotes and contract with the higher quoter.
- Once a contractor has been chosen arrangements will be made to sign the necessary documents. This will include: Mortgage, Note, and Construction Agreement.
- The contractor will be given 90 days to complete all the work. He will be paid when the job is complete and has been satisfactorily inspected by the local code official(s) and the Rehabilitation Specialist.

I look forward to proceeding with your project. Should you have any questions please contact me at (732) 485-0756 or email me at steve.weinberg@mac.com.

Sincerely,

Steven J. Weinberg
Program Coordinator

Westwood Housing Rehabilitation Program Rental Property Eligibility Worksheet

Name of Applicant: _____

Address of Property: _____

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

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

The Property does/does not qualify

The following units qualify according to tenant income: _____

The following units do not qualify according to tenant income: _____

Program Administrator

Date

Westwood Housing Rehabilitation Program Rental Owner Approval Letter

Re: Westwood Housing Rehabilitation Program Loan Application

Case No. _____

Dear _____:

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

The units are to be continuously occupied by a low-or-moderate income household for a period of ten years.

The base rent for each unit is listed below, along with the percentage the rent can be increased each year. **You will be required to provide 50% of the total eligible construction costs that will be placed in escrow until the work is completed and inspected.** Based upon the tenant information that you provided the following units will be eligible for repair:

Unit No.	Tenant Name	Base Rent

PROCEDURE:

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

- The work will receive quotes from qualified contractors that are listed with the municipality. The most reasonable low quoter will be recommended. If you prefer another contractor that has placed a higher bid you have the option to pay the difference in bids and contract with the higher bidder.
- Once a contractor has been chosen arrangements will be made to sign the necessary contracts. This will include: Mortgage, Note, Affordability Control Agreement, Construction Agreement, and Proceed Order.
- The contractor will be given 90 days to complete all the work. He will be paid when the job is complete and has been satisfactorily inspected by the local code official(s) and the Program Inspector.

I look forward to proceeding with you on this project. I will contact you in the near future to arrange for an inspection. Should you have any questions in the meantime please contact me at 732-485-0756 or email me at steve.weinberg@mac.com.

Sincerely,

Steven J. Weinberg
Program Administrator

Westwood Borough Housing Rehabilitation Program

Certification of Substandard

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

Plumbing _____ Yes _____ No

Heating _____ Yes _____ No

Roofing _____ Yes _____ No

Electrical _____ Yes _____ No

Major Structural _____ Yes _____ No

Program Inspector

DEFERRED LOAN AGREEMENT

THE BOROUGH OF WESTWOOD HOUSING REHABILITATION PROGRAM

THIS AGREEMENT, made this _____ day of _____, _____ between **THE BOROUGH OF WESTWOOD** (hereinafter referred to as "**BOROUGH** ") and _____ (hereinafter referred to as "**Owner**") whose principal address is _____, in the **Borough of Westwood**, County of Bergen, and the State of New Jersey.

WHEREAS, the Borough has instituted a Development Fee Ordinance in order to fund the Borough of Westwood Housing Rehabilitation Program; and

WHEREAS, The Borough has authorized the Westwood Housing Rehabilitation Program to administer said program; and

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

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

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

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

1. The Owner hereby agrees to make repairs to the property located on _____, **Block No.** ____, **Lot No.** _____ in the Borough of Westwood, County of Begen, and the State of New Jersey.
2. The Owner has entered into Construction Agreement(s) with Contractor(s) to perform the rehabilitation work as described in the Rehabilitation Construction Contract, attached hereto as Schedule A.

3. The Borough agrees to make available to the Owner a Deferred Loan in the amount of _____**.00** (_____ **Text** _____) subject to the terms and conditions contained in this Agreement specifically set forth herein, Construction Agreement(s) attached hereto as Schedule A and Mortgage and Mortgage Note attached hereto as Schedule B.
4. The Owner represents that he/she has obtained a loan or private funding for all rehabilitation costs over and above the amount of this Agreement necessary to complete the work set forth on Schedule A attached hereto.
5. The Owner, upon signing this Agreement, shall deliver to the Borough or to the Contractor such certified or cashiers check made payable to the Contractor(s) designated in Schedule A as requested by the Borough, in an amount not to exceed the Owner's share of the total rehabilitation costs which is \$ _____**.00**.
6. In the event the Owner performs any of the rehabilitation work described in Schedule A, only the cost of materials shall be included in the total cost of rehabilitation.
7. The Owner authorizes and directs the Borough, or its designee WHRP to make payments directly to Owner's contractor(s) from Owner's Deferred Loan proceeds and the monies received by the Borough under Paragraph 5 above in accordance with the payment schedule contained in Schedule A.
8. The Owner shall cooperate with the Borough and the Contractor to facilitate the performance of the work.
9. Should the Owner request the Contractor to do any work outside the strict scope of the Rehabilitation Contract designated in Schedule A without first requesting permission in writing from the program and, then, obtaining permission in writing from the Program, the Owner agrees that this will constitute a default of this agreement and that any funds expended from the Westwood Housing Rehabilitation Program will be due and payable.
10. The Owner agrees that if the Contractor, before completing and being paid for all of the work included in the Rehabilitation Contract designated in Schedule A, shall solicit from the Owner additional work beyond the strict scope of the Rehabilitation Contract designated in Schedule A, the Owner will refuse any such solicitations and report any such solicitations immediately to the Program.
11. The Owner shall allow the Borough and its representatives access to the property to inspect the work during all phases of construction.

12. The Owner delegates to the Borough or its designee the ultimate authority to resolve all disputes arising under this Agreement between the Owner, Contractor and/or the Borough. The determination of the Borough or its designee shall be final and binding on the Owner.

13. The Owner further designates to the Borough the right to determine when and if the Contractor is in default in the performance of the rehabilitation work. The Owner retains the right to request the Borough to declare the Contractor in default.

14. The owner further authorizes the Borough to determine if the Contractor has breached any warranty, which would require the repair, replacement or rebuilding of any work performed under Schedule A attached hereto.

15. The Owner agrees to comply with all local ordinances, regulations and statutes of the State of New Jersey and further agrees to indemnify and hold harmless the Borough of Westwood from any and all suits, claims, damages or actions arising out of the performance of this Agreement, including any legal fees and costs incurred. The term "Borough of Westwood" is defined to mean the Borough and all its officials, employees, agents and representatives, contractors and consultants.

ATTEST:

The Borough of Westwood

WITNESS

Client

Date: _____

Client #2

Rental Borrower's Agreement

BY AND BETWEEN

Borough of Westwood

AND

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

4. The Owner, in consideration of the Municipality using Funds to provide an interest-free Deferred Payment Loan, shall be obligated to incur costs for the rehabilitation of buildings, installation and repair of fixtures and/or otherwise upgrading and improvement of the property of the Owner. The cost of these improvements shall be funded in part with a Home Improvement Loan made by the Municipality. This Loan shall be in the amount of \$_____.

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

Westwood Housing Rehabilitation Program Mortgage Postponement (Subordination) Policy

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

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

Approval Criteria:

1. After refinancing with a fixed amount mortgage, the total amount of mortgage debt is less than 80% of the current appraised value of the property as determined and documented by the financial institution providing the new financing.
2. The property has been inspected by the Borough Construction Office and is found to be free of code defects or violations.
3. Property tax payments and any other municipal liens on the property are current.

Approval procedures:

1. The Borough Municipal Housing Liaison or their designee receives a written application request for subordination approval from the homeowner that invites the Borough to inspect the subject property for violations, reaffirms the owner's obligation to repay the WHRP Program loan to the Borough (date and amount of loan), and includes 2 separate checks for the Subordination Application fee and for the reimbursable Subordination Recording fee, and includes the following attachments:
 - a. Letter from the new source of financing offering the new financing to the homeowner, including the amount of the new loan and all terms of said financing. The proposed closing documents for the new financing must explicitly include adequate language recognizing that junior liens are permissible and will not cause a default.
 - b. A statement from Borough Treasurer that all taxes are paid current
 - c. A current appraisal of property or such other measure of current value as has been utilized by the new source of financing in making their determination to offer their financing.

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

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

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

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

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

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

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

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

Subordination Application Fee Schedule:

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

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

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

Westwood Housing Rehabilitation Program
(WHRP)

REHABILITATION WRITE-UP/QUOTE FORM

HOMEOWNER:

xxxxx
xxx Smith Place
Westwood, NJ 07675
973-222-2222

CONTRACTOR:

XXX Home Improvements
222 XXX Ct
XXX, NJ 72345
201-222-3333

DATE OF SPECIFICATION: September 1 2020

DATE OF REVISION: September 30, 2020

DATE OF CLOSING: October 17, 2020

DATE OF FINAL INSPECTION: December 12, 2020

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

WINDOWS:

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

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

Cost: \$1,200

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

Cost: \$800

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

Cost: \$400

DOORS:

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

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

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

Cost: \$1,700

Interior Doors:

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

Cost: \$750

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

Cost: \$330

WATER HEATER:

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

Cost: \$1,200

ELECTRIC:

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

Cost: \$150

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

Cost: \$300

HEATING & AIR CONDITIONING:

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

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

KITCHEN:

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

Cost: \$2,100

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

Cost: \$2,200

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

Cost: \$1,050

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

Cost: \$450

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

Cost: \$500

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

Cost: \$600

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

Cost: \$850

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

Cost: \$180

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

Cost: \$150

LAUNDRY ROOM:

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

Cost: \$300

BATHROOM:

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

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

Cost: \$580

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

Cost: \$550

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

Cost: \$560

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

Cost: \$320

Scrape existing paint & mold.

Cost: \$300

PAINT:

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

Cost: \$1,500

MISCELLANEOUS:

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

Cost: \$180

TOTAL PROPOSED COST OF REHABILITATION \$9,875.00

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

_____	Building
_____	Electrical
_____	Plumbing
_____	Fire

Mark with X where indicated.

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

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

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

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

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

Homeowner

Contractor Representative

Homeowner

Contractor Company

Date

Date

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

HOMEOWNER WORK WRITE-UP APPROVAL

Date: _____

Name: Joann Smith

Address: 57 xxxxxxx Pl.
Wstwood, NJ 07675

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

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

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

Property Owner Signature

Date

Contractor Name

Street Address

Phone #

Steven J. Weinberg
Program Administrator

Chris Fioravanti
Program Inspector

Westwood Borough
Housing Rehabilitation Program
(WHRP)

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

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

General Contractor Application

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: (____) _____ CONTACT PERSON: _____

PRINCIPALS OF COMPANY: _____

NJ HOME IMPROVEMENT CONTRACTOR LICENSE # _____

IS THIS COMPANY INCORPORATED? _____ FEDERAL ID# _____

INSURANCE COMPANY: _____ POLICY # _____

LIABILITY & COMPREHENSION INSURANCE COVERAGE \$ _____

IS COMPANY BONDED? _____ AMOUNT OF BOND \$ _____

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

1. _____

2. _____

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

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

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

STATISTICAL DATA:

GENDER: MALE OWNED _____ FEMALE OWNED _____

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

LOCAL, STATE AND FEDERAL REFERENCES

Attach copy of NJ Business Registration and NJ Home Improvement Contractor license.

1. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

2. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

PRIVATE WORK REFERENCES

1. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

2. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

3 NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

Listing on Online Contractor Sites?

Yelp Home Advisor Angie's List Other

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

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

PRINT NAME

SIGNATURE

DATE

TITLE

REHABILITATION CONSTRUCTION AGREEMENT

Borough of Westwood Housing Rehabilitation Program

THIS AGREEMENT, made this _____ day of _____, 20____ between _____
_____ residing at _____ **St, Westwood, NJ, 07821** (hereinafter
referred to as the "Owner") and **(Contractor)**, having its office and principal place
of business at _____ **St.**, _____, **NJ, 07000** (hereinafter referred to as the
"Contractor");

WITNESSETH

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

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

WHEREAS, the Borough has awarded the Owner a deferred loan in the amount of
\$ _____ **(Amount of Rehab Loan Text)** to pay for all or a portion of the
rehabilitation costs as set forth in deferred loan agreement dated _____; and,

WHEREAS, the Owner has secured additional funding in the amount of
\$ _____ **.00** to meet his/her obligations under the terms and conditions of said
Agreement; and

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

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

ARTICLE I Contract Documents

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

1. Contractor's Closing Invoice;
2. Schedule of progress payments (if applicable)

ARTICLE II - Definitions

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

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

ARTICLE III - Consideration

The Contractor shall furnish all the labor, material and equipment and perform all the
work described herein in accordance with the provisions of this Contract, for the lump
sum of \$ _____ **.00 (Amount of Rehab Contract text)**.

ARTICLE IV - Commencement and Completion of Work

Section 1. Commencement and Completion of Work

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

Section 2. Extensions

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

ARTICLE V - Performance During Construction

Section 1. Permit; compliance with Law

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

Section 2. Owner Cooperation

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

Section 3. Clean Premises

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

Section 4. Inspection of Books and Records

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

Section 5. Inspection of Work

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

Section 6. Disputes

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

Section 7. Disputes; Owner at Fault

If, as a result of a dispute, the Borough determines that the acts, omissions or neglect of the Owner are of such a nature as to render performance by the Contractor or Subcontractors, if any, impossible, the Borough may authorize payment to the contractor from the Owner's Program loan proceeds for the work performed by the Contractor deemed by the Borough to be satisfactorily completed and/or terminate the Contract by finding the Owner in default and the Owner shall pay the Contractor for the value of work performed and materials supplied.

Section 8. Disputes; Contractor at Fault

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

Section 9. Rejected Work and Materials

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

Section 10. Protection of Property

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

Section 11. Insurance

Prior to the commencement of and until the final payment under this Contract, the Contractor shall take out and maintain, at Contractor's expense, a comprehensive liability insurance policy with a minimum limit of \$500,000.00 Per the requirements for New Jersey Home Improvement Contractor licensing and N.J.A.C. 13:45A-17.12.

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

Section 12. Indemnification

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

Section 13. Damages to Property

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

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

Section 14. Change in the Work

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

If the changed work is more costly to the Contractor than the original contract work, an adjustment of the Contract payment provisions will be made to compensate the Contractor for such additional cost. If such change is less costly to the Contractor than the original work, an adjustment of the Contract payment provisions will be made to credit the Owner with such decreased cost. In no case can the amount of this work to be paid for by a Westwood Housing Rehabilitation Program loan to the Owner exceed \$17,000.

Section 15. Project Photos to Be Taken by Contractor

Contractor agrees to provide the Program with photos of the entire project in accordance with a schedule to be provided to the contractor at the signing of this Rehabilitation Construction Agreement. Photos will include work in progress and work completed. Contractor agrees to upload required photos to either Program staff or to designated locations on the internet.

Schedule of Required Photo and Photo Naming and Uploading Instructions received (Contractor Initials) _____

ARTICLE VI - Labor Provisions Applicable During Construction

Section 1. Equal Employment Opportunities

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

Section 2. Anti-Kickback Provisions

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

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

Section 1. Owner's Acts on Default

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

Section 2. Borough Right to Declare Default and Substitute Contractor

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

- A. The Contractor becomes insolvent;
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the laws of the State of New Jersey;
- C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- D. A receiver is appointed to take charge of the Contractor's property or affairs;
- E. The Contractor fails to commence work within 15 days after the date of a Notice to Proceed.
- F. The Contractor abandons the work;
- G. The Contractor refuses to proceed with the work when and as directed by the Borough;
- H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient in the opinion of the Borough to complete the work in accordance with the approved progress schedule, and fails or refuses to increase such working force sufficiently when ordered to do so by the Borough;

I. The Borough determines that the Contractor is unnecessarily, unreasonably or willfully delaying the performance and completion of this work, the award of necessary subcontractors, or the placing of necessary material and equipment orders;

J. The Borough determines that the Contractor is not performing its obligations under this Contract in accordance with its terms, including, but not limited to, the performance of all work required under the terms of this Contract in a workmanlike manner;

K. The work is not complete on or before the completion date set forth herein and the Contractor has not received an extension of the completion date as permitted in Article IV, Section 2.

L. The Contractor fails to maintain insurance coverage as required by Article V, Section 11 of this Contract;

Section 3. Declaration of Default, Substitute Contractor

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

ARTICLE VIII - Payment

Section 1. Payment Generally

All amounts due and payable to the Contractor by the Owner shall be paid at the time of the signing of this Contract. All amounts due and payable to the Contractor from the proceeds of the Borough Rehabilitation Program loan to the Owner, including the Final Payment, for the work performed under this Contract, shall be paid within thirty (30) days after the work is satisfactorily completed and approved by the Borough. Payment shall be made by the Borough directly to the Contractor from the proceeds of the Owner's project loan account. In no event shall the Borough be liable to make payments to the Contractor in an amount greater than as appropriated under the Owner Mortgage, Note and Deferred Loan Agreement with the Borough which cannot exceed \$17,000.

Section 2. Progress Payment

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

Section 3. Conditions Precedent to Final Payment

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

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

Section 4. Final Payment

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

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

Section 5. Correction of Work After Final Payment

The Contractor shall promptly repair, replace or rebuild any finished work or materials or equipment in which defects of materials or workmanship may appear or be found within one year after Final Payment authorization. This Workmanship Warranty is exclusive of normal wear and tear or mistreatment of rehabilitated items. The Contractor shall furnish the Owner with all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished by this Contract.

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

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

Section 6. Payments in Event of Failure to Complete

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

ARTICLE IX - Miscellaneous Provisions

Section 1. Lead-Based Paint Poisoning Act

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

Section 2. Interest of Borough Officials

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

Section 3. Interest of Local Government Officials

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

Section 4. Governing Law; Amendment

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

Section 5. Authority of the Borough

The Borough shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and construction thereof. The Borough's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract to specifications, the determination or decision of the Borough shall be final and binding on the rights of the Contractor and the Owner.

Section 6. Borough Determination Final

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

Section 7. Severability

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

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

Contractor:

Homeowner:

Winning Contractor Name

Client Name

Client #2 Name

Date: _____

Westwood Borough Housing Rehabilitation Program (WHRP)

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

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

CONTRACT CHANGE ORDER

Property Owner's
Name: **XXXXXXX**
Address: **XXXXXXX**
Byram, NJ 07821

Contractor's Name: XXXXXXXXXX

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

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

Corrected Original Contract Price **\$10,000.00**
Total Increase Cost: + \$ **1,100.00**
Total Decrease Cost: - \$ **1,340.00**

Net Change - **\$240.00**

REVISED CONTRACT PRICE: \$9,760.00

This work change will be paid for in the following manner: **Program \$9,760.00**

Owner Approval: _____

Date: _____

Contractor: _____

Date: _____

Program: _____

Date: _____

Borough of Westwood Housing Rehabilitation Program

MORTGAGE

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

THIS MORTGAGE made this ____ day of _____, 20____ between: **Client First Name Client Last Name** residing at _____ Street, the **BORROWER(S)**, and the **BOROUGH OF WESTWOOD**, 101 Washington Ave., Westwood, NJ 07675, the **LENDER**.

The **BORROWER(S)** has applied for monetary assistance under the **LENDER'S** Westwood Borough Housing Rehabilitation Program for the purpose of correcting defects in the house and bringing up to Property Maintenance Code standards. The **LENDER** has agreed to grant the **BORROWER(S)** a loan with deferred payments in the amount of: \$ _____ **00 (Amount of Rehab Loan Text)** which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document.

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

To insure that **BORROWER(S)** performs its obligations as called for by the Mortgage and Mortgage Note, the **BORROWER(S)** hereby mortgages to the **LENDER**, its successors and assigns the tract of land and premises located in the Borough of Westwood, County of Bergen, State of New Jersey, at ____ Street, Westwood, NJ 07821, more specifically known as **Block** ____, **Lot** ____ as shown on the current tax map of the Borough of Westwood. This premises was conveyed to the **BORROWER(S)** by deed from **Seller** dated _____ and recorded in the Bergen County Clerk's Office on _____ in **Book No.** _____, **Page** _____.

The **BORROWER(S)** agrees:

- 1) **Ownership.** **BORROWER(S)** owns the property and will defend his/her ownership against all claims.
- 2) **Payments.** He/she will make all payments required by the Mortgage Note and Mortgage.

3) Insurance. He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the LENDER. He/she will notify the LENDER in the event of any substantial loss or damage. The LENDER may then settle the claim on his/her behalf if he/she fails to do so.

4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.

5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the Westwood Borough Housing Rehabilitation Program guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.

6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.

7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property.

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

a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;

b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage Note or this Mortgage;

c) BORROWER(S) sells the property, transfers title to the property, dies, or (in the case of a single family home) the borrower rents it to anyone for any reason. If the property contains rental units, the borrower may only rent to certified low or moderate income renters per COAH regulations for the life of the Mortgage and Mortgage Note.;

d) The holder of any lien (debt) on the property starts foreclosure proceedings; or

e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;

f) There is a default under a senior mortgage; or

g) BORROWER(S) fails to comply with any term or condition set forth in the Westwood Borough Housing Rehabilitation Deferred Loan Agreement, the Mortgage Note, this Mortgage or the Westwood Borough Housing Rehabilitation Program guidelines and procedures.

8) Rights Given to the Lender. BORROWER(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.

9) Term. This Mortgage shall be due and payable whenever this property shall be sold or title transferred as provided for in the Mortgage Note.

10) Subordination: The Lender will subordinate the lien of this Mortgage to the lien of any subsequent home equity loan, secondary mortgage or refinancing to be procured by the BORROWER(S) that, together with this loan and any and all other outstanding liens against the property, do not exceed 85% of the maximum resale value of the property as Defined by the Westwood Municipal Housing Liaison at the time of application for said new financing. The Lender will establish rules and regulations for BORROWER(S) to follow in requesting such subordination and may require a reasonable fee to process the necessary paperwork. BORROWER(S) must allow ample time for the Lender to process any such request prior to the anticipated closing of the new financing that requires any subordination of the lien of their Westwood Housing Rehabilitation Program Mortgage.

11) This mortgage shall be subject to and subordinate to a mortgage hereinafter executed by BORROWER(S), to secure a loan in such amounts as are granted by a bonafide institutional lender for construction of improvements or repairs upon the premises and to finance same on a permanent basis, which mortgage or mortgages, when duly recorded, shall constitute a lien and charge on said lands prior and superior to the lien in charge of the Mortgage. The LENDER shall, if required by the lending institution and after being presented with necessary documentation, execute such documents as may be necessary, to indicate the subordinate character of this Mortgage; it being the intention of the parties thereto that the Mortgage shall be agreed to be subordinate to any bona fide institutional mortgage that, along with all other liens on the property, do not exceed 85% of the current assessed value of the property as determined by the LENDER, subject to the presentation and execution of the necessary subordination application documents

12) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive it rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf.

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

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

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

WITNESS:

BORROWER(S)

Client #1 Name

Client #2 Name

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
BOROUGH OF WESTWOOD

ss.

On this ____ day of _____, 20 ____,

by me _____, personally appeared

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

NOTARY PUBLIC

Borough of Westwood Housing Rehabilitation Program

MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned BORROWER(S) promises to pay in accordance with this Mortgage Note to the order of the BOROUGH OF WESTWOOD located at the Westwood Borough Municipal Building, 101 Washington Ave., Westwood, NJ 07675 (LENDER), the sum of: \$_____.00 (**Amount of Rehab Loan Text**) at no interest which LENDER has loaned to the BORROWER(S) under the LENDER'S Borough of Westwood Housing Rehabilitation Program, to make home improvement repairs to the BORROWER'S (S') property located at _____ **Street**, more specifically known as **Block** _____, **Lot** _____ as shown on the current tax map of the Borough of Westwood and described in the Mortgage signed on the same date as this Mortgage Note, and to spend on this rehabilitation the total sum of: \$_____.00 (**Amount of Rehab Contract text**) which is comprised of the following:

A) A homeowner's share in the amount of \$_____.00) which must be paid to the contractor(s) at the signing of the contract and before work begins.

B) A loan of \$_____.00 (**Amount of Rehab Loan Text**), the principle of which shall be due and payable whenever this property shall be sold or title transferred or Borrower(s) no longer occupies the property as borrower(s) primary residence. It also shall be agreed that the Borrower(s) shall not sell or rent the property for a then (10) year period, from the work completion date, without being assessed an administrative fee which will be due with the final payment of the loan in accordance with the Borough's Housing Rehabilitation Program.

1) BORROWER(S) agrees to be responsible for any unforeseen costs for change orders necessary in order to rehabilitate or repair BORROWER'S (S') property and understands that any additional monies will be added to the deferred payment loan.

2) BORROWER(S) will promptly pay all taxes, levies and assessments on the property.

3) In accordance with this loan, BORROWER(S) is responsible to pay the full amount of the loan at no interest to him/her. Payment must be made to the LENDER within thirty (30) days if the BORROWER(S) should die or if the BORROWER(S) transfers title or, in the case of a single family home, rents it to someone for any reason, in which event BORROWER(S) or his/her heirs, executors or representatives must notify the LENDER within ten (10) days by certified mail at the above address. If the property contains rental units, the BORROWER may only rent to certified low-or-moderate-income renters per COAH regulations, or be declared in default of the terms of the Mortgage and Mortgage Note. Payment shall be made payable to the order of the Borough of Westwood.

Borough of Westwood Housing Rehabilitation Program

3a) Should the BORROWER sell or rent the property within a 10 (ten) year period from the completion date of the work completed with said loan, or cease to occupy the property as the BORROWER's primary residence, BORROWER agrees to pay the LENDER an additional sum equal to 10% of the final Program loan amount as an administrative fee to cover the Borough's costs for assisting a replacement household in the Westwood Housing Rehabilitation Program.

4) BORROWER(S) agrees that BORROWER(S) will keep the property in good repair and will not permit deterioration of the property.

5) BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting this property.

6) The LENDER or his/her agent may make reasonable inspection of the property provided that the LENDER gives notice to the BORROWER(S) prior to the inspection.

7) The BORROWER(S) agrees to comply with the terms of the Mortgage Note, Mortgage and the Borough of Westwood Housing Rehabilitation Program guidelines and procedures. Should BORROWER(S) fail to comply with any term of the Mortgage Note or the accompanying Mortgage, the BORROWER(S) will be in default and the entire loan shall be immediately due and payable. The LENDER may also foreclose on the Mortgage. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, costs of the suit and expenses of the foreclosure.

8) The Undersigned, if more than one, agree to be liable individually and as a group for the payment of all monies due under this loan.

9) The execution of this Mortgage Note and accompanying Mortgage supersedes previous Mortgage and accompanying Mortgage Note dated ___ for \$___ recorded with Bergen County on ___ in Book ___ at page ___ and renders previous Mortgage and accompanying Mortgage note null and void.

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

WITNESS:

BORROWER(S)

Client #1 Name on Deed

DATED: _____

Client #2 Name on Deed

Westwood Housing Rehabilitation Program Rental Mortgage

Prepared by: _____

This Mortgage made on _____, 20__ between
_____ (the "Mortgagor") and _____ of _____
_____ having its office at _____, _____ (the
"Mortgagee").

WITNESSETH:

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

MORTGAGE AS SECURITY

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

All of that land located in the _____ of _____, County of Bergen, and State of New Jersey, specifically described as follows:

StreetAddress: _____

Tax Block No.: _____ Lot No.: _____

Together with:

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

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

MORTGAGOR'S ACKNOWLEDGEMENTS

The Mortgagor acknowledges and understands that:

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

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

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

RESTRICTIONS.

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

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

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

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

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

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

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

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

MORTGAGOR'S PROMISES

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

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage, and shall pay or satisfy the principal of the Note.
2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.
3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.
5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Lender may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Lender. The policies must name Lender as a mortgagee and additional insured.
7. The Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.
8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.
9. All improvements to the Property shall be at the Mortgagor's expense.
10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.
11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to affordable housing agreements executed by the Mortgagor or prior or subsequent owners of the Property and established by the NJ Department of Community Affairs, and any first mortgage on the Property.

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

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

RIGHTS GIVEN TO MORTGAGEE

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

DEFAULT

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

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

MORTGAGEE'S RIGHTS UPON DEFAULT

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

NOTICES

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

NO WAIVER BY MORTGAGEE

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

EACH PERSON LIABLE

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

SUBORDINATE MORTGAGE

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

SUBSEQUENT OWNERS

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

NO ORAL CHANGES

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

SIGNATURES

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

ACKNOWLEDGEMENT

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

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

Witness

Signature (Mortgagor)

Signature (Co-Mortgagor)

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss

BE IT REMEMBERED, that on this _____ day of _____,
19____, before me, the subscriber, _____ personally appeared
_____ who, being by me duly sworn on his/her oath, deposes and make proof to
my satisfaction, that he/she is the Mortgagor (Co-Mortgagor) named in the within
instrument; that this document is the Repayment Mortgage for the described Property; that
the execution, as well as the making of this instrument, has been duly authorized and is the
voluntary act and deed of said Owner.

Sworn to and subscribed before me on the date aforesaid.

Westwood Housing Rehabilitation Program Rental Mortgage Note

AMOUNT: \$ _____

DATE: _____

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

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

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

_____, Westwood, NJ 07675

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

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

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

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

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

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

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

Borrower hereby waives presentment, demand, notice of nonpayment, dishonor or acceleration, protest or notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower hereby waives trial by jury and any right thereto. Any failure or delay of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. The waiver by holder of a breach or default of any provision of this Note shall not operate or be construed as a waiver of any subsequent breach or default thereof. Borrower agrees to reimburse Lender for all reasonable expenses, including reasonable attorneys' fees incurred by Lender to enforce the provisions of this Note, protect and preserve Lender's rights under any Loan Documents executed in connection with this Note, and collect Borrower's obligations hereunder.

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

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

Witness:

By: _____

Date: _____

Westwood Housing Rehabilitation Program Deed Restriction for Rental Units

Prepared by: _____

This Mortgage made on _____, 20__ between
_____ (the "Mortgagor") and the Borough of Westwood, Bergen
County, New Jersey, having its office at 101 Washington Avenue, Westwood NJ 07675
(the "Mortgagee").

WITNESSETH:

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

MORTGAGE AS SECURITY

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

All of that land located in the _____ of _____, County of Bergen, and State of New Jersey, specifically described as follows:

Address: _____

Block No.: _____ Lot No.: _____

Together with:

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

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

MORTGAGOR'S ACKNOWLEDGEMENTS

The Mortgagor acknowledges and understands that:

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

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

RESTRICTIONS

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

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

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

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

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

MORTGAGOR'S PROMISES

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

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage, and shall pay or satisfy the principal of the Note.
2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.
3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.
5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Lender may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Lender. The policies must name Lender as a mortgagee and additional insured.
7. The Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.
8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.
9. All improvements to the Property shall be at the Mortgagor's expense.

10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.
11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to affordable housing agreements executed by the Mortgagor or prior or subsequent owners of the Property and established by the Council on Affordable Housing, and any first mortgage on the Property.
12. The Mortgagor shall pay all payments due on all liens on the Property and shall not violate any term of any other mortgage.

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

RIGHTS GIVEN TO MORTGAGEE

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

DEFAULT

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

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

MORTGAGEE'S RIGHTS UPON DEFAULT

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

NOTICES

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

NO WAIVER BY MORTGAGEE

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

EACH PERSON LIABLE

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

SUBORDINATE MORTGAGE

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

SUBSEQUENT OWNERS

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

NO ORAL CHANGES

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

SIGNATURES

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

ACKNOWLEDGEMENT

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

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

Witness

Signature (Mortgagor)

Signature (Co-Mortgagor)

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss

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

Sworn to and subscribed before me on the date aforesaid.

**Westwood Borough
Housing Rehabilitation Program
(WHRP)**

Christopher W. Fioravanti
Program Inspector
267-243-9552

_____, 20__

Homeowner:

XXXXXXX
XXXXXXX
4 XXXXXX Court
Westwood, NJ 07675

Contractor"

XXXXXXX
XXXXXXXX, LLC
53 XXXXXXXX
XXXXXXXX, NJ XXXXX

Release of Payment

This is to notify you that the Westwood Housing Rehabilitation Program (WHRP) has inspected the above-referenced project and is in receipt of all necessary notifications of satisfactory inspection reports from the Westwood Borough Construction Department and/or Board of Health and has determined that this portion of the work is completed in accordance with the Work Write-up/Quote Form and Construction Contract and meets all applicable codes. We hereby authorize the release of a payment for **\$9,770.00** to be made to the contractor, **XXXX XXXXXXXX**.

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

WHRP

Date

Homeowner Signature

Date

Homeowner Signature

Date

**Westwood Borough
Housing Rehabilitation Program
(WHRP)**

Christopher W. Fioravanti
Program Inspector
267-243-9552

Certification of Standard

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

Construction Code Official

Date

TUESDAY, MARCH 27, 2018

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



Información en Español

Site Map

A-Z Index

Text A A A

 Search

HUD.gov

HUD Approved Housing Counseling Agencies

[GO BACK](#)

This listing is current as of 03/26/2018.

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Agencies located in NEW JERSEY

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

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

JERSEY
COUNSELING
AND HOUSING
DEVELOPMENT,
IN

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

1844 S
Broadway
Camden, New
Jersey 08104-
1334

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

– English
– Spanish

NEIGHBORHOOD
HOUSING
SERVICES OF
CAMDEN, INC

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

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

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

– English
– Spanish
–
Vietnamese

PARKSIDE
BUSINESS AND
COMMUNITY IN
PARTNERSHIP,
INC.

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

1487 Kenwood
Avenue
CAMDEN, New
Jersey 08103-
2904

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

– English

HOUSING &
COMMUNITY
DEVELOPMENT
NETWORK OF
NEW JERSEY

ST. JOSEPH'S
CARPENTER
SOCIETY

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

20 Church St
Camden, New
Jersey 08105-
2414

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

– English
– Spanish

HOUSING &
COMMUNITY
DEVELOPMENT
NETWORK OF
NEW JERSEY

CCCS OF
DELAWARE
VALLEY, INC.
DBA CLARIFI

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

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

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

–
Cantonese
– Chinese
Mandarin
– English

CCCS OF
DELAWARE
VALLEY, INC.
DBA CLARIFI

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

1040 Kings
Highway

– Home Improvement and
Rehabilitation Counseling

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

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

CITIZEN ACTION	<p>E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 80769</p>	<p>PARK, New Jersey 08904-2450</p>	<p>Default Resolution Counseling - Pre-purchase Counseling</p>	- Spanish	CITIZEN ACTION
<p>HUDSON COUNTY HOUSING RESOURCE CENTER, INC.</p>	<p>Phone: 201-795-5615 Fax: 201-434-8643 E-mail: avilela@hudsonhrc.org Website: www.hudsonhrc.org Agency ID: 84986</p>	<p>857 Bergen Ave JERSEY CITY, New Jersey 07306-4405</p>	<p>- Rental Housing Counseling</p>	<p>- English - Portuguese - Spanish</p>	
<p>THE WATERFRONT PROJECT, INC.</p>	<p>Phone: 551-256-7578 Fax: 201-630-4313 E-mail: dhendon@thewaterfrontproject.org Website: www.thewaterfrontproject.org Agency ID: 90239</p>	<p>830 Bergen Ave. Suite 4A JERSEY CITY, New Jersey 07306-4507</p>	<p>- Rental Housing Counseling - Rental Housing Workshops</p>	<p>- English - Spanish</p>	<p>HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY</p>
<p>GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS</p>	<p>Phone: 732-409-6281 Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: education@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 84870</p>	<p>200 U.S. Highway 9 North MANALAPAN, New Jersey 07726-3072</p>	<p>- Financial Management/Budget Counseling - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Reverse Mortgage Counseling</p>	<p>- English - Spanish</p>	
<p>NAVICORE SOLUTIONS - MANALAPAN, NJ</p>	<p>Phone: 732-409-6281 Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: housing@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 82226</p>	<p>200 US Highway 9 Manalapan, New Jersey 07726-3072</p>	<p>- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Reverse Mortgage Counseling</p>	<p>- English - Spanish</p>	<p>GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS</p>
<p>CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT</p>	<p>Phone: 609-390-9652 Toll-free: 888-738-8233 Fax: 609-390-9653 E-mail: help@cc-bc.com Website: www.cc-bc.com Agency ID: 81557</p>	<p>299 S Shore Rd US Route 9 So Marmora, New Jersey 08223-1210</p>	<p>- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops</p>	<p>- English - Spanish</p>	<p>CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT</p>
			<p>- Financial Management/Budget Counseling</p>		

CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT

Phone: 609-390-9652
Toll-free: 888-738-8233
Fax: 609-390-9653
E-mail: help@cc-bc.com
Website: www.cc-bc.com
Agency ID: 90224

299 S Shore Rd
 US Route 9 So
 Marmora, New
 Jersey 08223-
 1210

- Mortgage Delinquency and Default Resolution Counseling
 - Non-Delinquency Post Purchase Workshops
 - Pre-purchase Counseling
 - Pre-purchase Homebuyer Education Workshops
 - Rental Housing Counseling
 - Services for Homeless Counseling
 - English
 - Spanish

CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT

HOMES OF MONTCLAIR ECUMENICAL CORP. (HOMECORP)

Phone: 973-744-4141
Fax: 973-744-5333
E-mail: info@homecorp.org
Website: www.homecorp.org
Agency ID: 90058

1 Woodland Ave
 Montclair, New
 Jersey 07042-
 4606

- Financial Management/Budget Counseling
 - Financial, Budgeting, and Credit Workshops
 - Mortgage Delinquency and Default Resolution Counseling
 - Pre-purchase Counseling
 - Pre-purchase Homebuyer Education Workshops
 - English
 - Spanish

HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY

NID-HCA D. WILLIAMS

Phone: 973-590-2727
E-mail: Latishacarlisle@nidonline.org
Website: www.nidhousing.com
Agency ID: 81254

301 E. Hanover Ave
 MORRISTOWN,
 New Jersey
 07960-4098

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

NATIONAL ASSOCIATION OF REAL ESTATE BROKERS- INVESTMENT DIVISION, INC

URBAN LEAGUE OF MORRIS COUNTY

Phone: 973-539-2121
E-mail: N/A
Website: ulmcnj.org
Agency ID: 83757

300 Madison Ave Ste A
 Morristown,
 New Jersey
 07960-6169

- Mortgage Delinquency and Default Resolution Counseling
 - English

AFFORDABLE

Phone: 732-389-2958

3535 Route 66
 Ste 4

- Financial, Budgeting, and Credit Workshops
 - Mortgage Delinquency and Default Resolution Counseling
 - Non-Delinquency Post Purchase Workshops

NEW JERSEY HOUSING AND

HOUSING ALLIANCE, INC.	E-mail: N/A Website: www.housingall.org Agency ID: 82133	Neptune, New Jersey 07753-2625	<ul style="list-style-type: none"> - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Resolving/Preventing Mortgage Delinquency Workshops - Reverse Mortgage Counseling 	<ul style="list-style-type: none"> - English - Spanish 	MORTGAGE FINANCE AGENCY
PUERTO RICAN ACTION BOARD, INC. (HOUSING COALITION OF CENTRAL JERSEY UNIT)	Phone: 732-249-9700 Fax: 732-249-4121 E-mail: gmelendez@prab.org Website: www.prab.org Agency ID: 84236	90 Jersey Ave NEW BRUNSWICK, New Jersey 08901-3258	<ul style="list-style-type: none"> - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
LA CASA DE DON PEDRO	Phone: 973-485-0701-4601 Fax: 973-485-7448 E-mail: lprezeau@lacasanwk.org Website: www.lacasanwk.org Agency ID: 84555	317 Roseville Avenue NEWARK, New Jersey 07107-1703	<ul style="list-style-type: none"> - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops 	<ul style="list-style-type: none"> - English - Spanish 	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) NEWARK, NJ	Phone: 973-679-2601 Toll-free: 617-250-6222 Fax: 877-329-6222 E-mail: N/A Website: https://www.naca.com Agency ID: 84368	60 Park Pl Fl 15 Newark, New Jersey 07102-5511	<ul style="list-style-type: none"> - Fair Housing Pre-Purchase Education Workshops - Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Predatory Lending Education Workshops 	<ul style="list-style-type: none"> - English - Other - Spanish 	NEIGHBORHOOD STABILIZATION CORPORATION (NACA COUNSELING SUBSIDIARY)
NEW COMMUNITY FEDERAL CREDIT UNION	Phone: 973-621-2363 Fax: 973-645-0252 E-mail: mulu@newcommunity.org Website: www.newcommunityFCU.org Agency ID: 81161	274 S Orange Ave Newark, New Jersey 07103-2419	<ul style="list-style-type: none"> - Fair Housing Pre-Purchase Education Workshops - Financial Management/Budget Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Predatory Lending Education Workshops 	<ul style="list-style-type: none"> - English - Hindi 	CONSUMER CREDIT COUNSELING SERVICES OF SAN FRANCISCO D/B/A BALANCE

<p>NEW JERSEY CITIZEN ACTION</p>	<p>Phone: 973-643-8800 Toll-free: 800-656-9637 Fax: 973-643-8100 E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 80765</p>	<p>The Hahnes Building 625 Broad Street, Suite 270 Newark, New Jersey 07102</p>	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops 	<ul style="list-style-type: none"> - English - Spanish 	<p>HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY</p>
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<p>URBAN LEAGUE OF ESSEX COUNTY</p>	<p>Phone: 973-624-9535 Fax: 973-624-9597 E-mail: alarkins@ulec.org Website: www.ulec.org Agency ID: 83500</p>	<p>508 Central Avenue NEWARK, New Jersey 07107-1430</p>	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Resolving/Preventing Mortgage Delinquency Workshops - Services for Homeless Counseling 	<ul style="list-style-type: none"> - English - Spanish 	<p>NATIONAL URBAN LEAGUE</p>
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<p>CATHOLIC FAMILY AND COMMUNITY SERVICES, A CATHOLIC CHARITIES AGENCY FOR THE DIOCESE OF PATERSON</p>	<p>Phone: 973-279-7100-20 Fax: 973-523-1150 E-mail: aalonso@catholiccharities.org Agency ID: 82257</p>	<p>24 DeGrasse Street PATERSON, New Jersey 07505-2001</p>	<ul style="list-style-type: none"> - Financial Management/Budget Counseling - Rental Housing Counseling - Services for Homeless Counseling 	<ul style="list-style-type: none"> - Arabic - English - Hindi - Polish - Spanish 	<p>CATHOLIC CHARITIES USA</p>
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<p>HOUSING AUTHORITY OF THE CITY OF PATERSON</p>	<p>Phone: 973-345-5085 Fax: 973-345-5522 E-mail: lruiz@patersonha.org Website: www.patersonhousingauthority.org Agency ID: 81792</p>	<p>60 Van Houten St Paterson, New Jersey 07505-1028</p>	<ul style="list-style-type: none"> - Financial, Budgeting, and Credit Workshops - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Predatory Lending Education Workshops 	<ul style="list-style-type: none"> - English - Spanish 	
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			<ul style="list-style-type: none"> - Mortgage Delinquency and Default Resolution 		
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<p>PUERTO RICAN ASSOCIATION FOR HUMAN DEVELOPMENT, INC.</p>	<p>Phone: 732-442-1081 Fax: 732-826-3082 E-mail: prahd@prodigy.net Website: www.prahd.org Agency ID: 84906</p>	<p>100 First Street PERTH AMBOY, New Jersey 08861-4645</p>	<p>Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Resolving/Preventing Mortgage Delinquency Workshops</p>	<p>- English - Spanish</p>	<p>UNIDOS US</p>
<p>THE HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY</p>	<p>Phone: 732-826-3110-631 Fax: 732-826-3111 E-mail: ehill@perthamboyha.org Website: www.perthamboyha.org/ Agency ID: 83664</p>	<p>881 Amboy Avenue PERTH AMBOY, New Jersey 08861-1911</p>	<p>- Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Resolving/Preventing Mortgage Delinquency Workshops</p>	<p>- English - Other - Spanish</p>	
<p>CENTRAL JERSEY HOUSING RESOURCE CENTER, INC.</p>	<p>Phone: 908-704-9659 Fax: 908-704-9235 E-mail: cjhrc@verizon.net Website: www.cjhrc.org Agency ID: 80650</p>	<p>600 1st Ave Ste 3 Raritan, New Jersey 08869-1346</p>	<p>- Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Services for Homeless Counseling</p>	<p>- English - Spanish</p>	
<p>FAITH FELLOWSHIP COMMUNITY DEVELOPMENT CORPORATION</p>	<p>Phone: 732-727-9500 E-mail: N/A Website: ffcdc.net Agency ID: 82472</p>	<p>2707 Main St Sayreville, New Jersey 08872-1457</p>	<p>- Financial Management/Budget Counseling - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops</p>	<p>- English - Spanish</p>	<p>NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY</p>
			<p>- Financial Management/Budget Counseling</p>		

MONEY MANAGEMENT INTERNATIONAL – SPRING LAKE	Phone: 866-232-9080 Toll-free: 866-232-9080 Fax: 866-921-5129 E-mail: counselinginfo@moneymanagement.org Website: www.moneymanagement.org Agency ID: 82645	700 Allaire Rd Spring Lake, New Jersey 07762-2289	– Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling	– English – Spanish	MONEY MANAGEMENT INTERNATIONAL INC.
OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N., INC.)	Phone: 732-288-2614-100 E-mail: hwestbrook@oceaninc.org Website: www.oceaninc.org Agency ID: 82440	2008 Route 37 TOMS RIVER, New Jersey 08753-7183	– Financial, Budgeting, and Credit Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Services for Homeless Counseling	– English – Spanish	
AMERICAN CREDIT ALLIANCE, INC.	Phone: 609-393-5400 Toll-free: 800-332-8648 Fax: 215-428-6746 E-mail: info@501plan.org Website: www.501plan.org Agency ID: 84140	26 South Warren Street TRENTON, New Jersey 08608- 2108	– Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – French – Russian – Spanish	AMERICAN CREDIT ALLIANCE
ISLES, INCORPORATED	Phone: 609-341-4731 E-mail: prose@isles.org Website: isles.org/ Agency ID: 80988	10 Wood St Trenton, New Jersey 08618- 3921	– Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Resolving/Preventing Mortgage Delinquency Workshops	– Cantonese – English – Spanish	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
NORTH HUDSON COMMUNITY ACTION CORPORATION	Phone: 201-210-0100 E-mail: N/A Website: www.nhcac.org Agency ID: 80255	407 39th St Fl 2 Union City, New Jersey 07087-4817	– Fair Housing Pre-Purchase Education Workshops – Financial, Budgeting, and Credit Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Rental Housing Workshops – Services for Homeless Counseling	– English – Spanish	
BURLINGTON COUNTY COMMUNITY ACTION	Phone: 609-239-4013 Fax: 609-835-9607 E-mail: mmayhand@bccap.org Website: www.bccap.org	One Van Sciver Parkway WILLINGBORO, New Jersey	– Rental Housing Counseling – Services for Homeless Counseling	– English	NEW JERSEY HOUSING AND MORTGAGE FINANCE

PROGRAM

Agency ID: 81842

08046-1026

AGENCY

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Specific City:

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Counseling Service:

Language:

Parent Organization:

Designation: Faith Based
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APPENDIX K

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

CERTIFICATE FOR APPLICANT CERTIFIED TO A RENTAL UNIT SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS

My name is _____ and I am making this certificate in connection with my certification to rent the Affordable Housing unit located at _____ Westwood, NJ 07675

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

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

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

Applicant Signature

Date

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

NOTARY PUBLIC