

WENONAH BOROUGH, GLOUCESTER COUNTY, NEW JERSEY

RESOLUTION 2026-47

RESOLUTION ADOPTING AN AFFORDABILITY ASSISTANCE MANUAL AND AN ACCESSORY APARTMENT MANUAL

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, establishing a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the New Jersey Fair Housing Act (the "FHA") (N.J.S.A. 52:27D-301 et al.); and

WHEREAS, pursuant to Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024, "[a] municipality seeking a certification of compliance with the [Fair Housing Act] shall file an action in the form of a declaratory judgment complaint and Civil Case Information Statement (Civil CIS) in the county in which the municipality is located"; and

WHEREAS, Wenonah Borough (the "Borough") filed a Complaint for Declaratory Judgement, captioned *IMO Borough of Wenonah*, Docket No. GLO-L-113-25 on January 24, 2025 identifying its present and prospective fair share obligation for the Fourth Round as set forth above and committing to adopting and submitting a fourth round housing element and fair share plan as required by the FHA; and

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

WHEREAS, the Borough Planner has prepared a market to affordable program manual and an affordability assistance manual consistent with applicable statutes and regulations, which is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED, by the Wenonah Borough Council as follows:

1. The Borough Council approves and adopts the Accessory Apartment Program Manual and Affordability Assistance Manual attached hereto.
2. The Borough Council directs its professionals to file the attached Program Manuals with the Court.
3. The Borough Council reserves the right to amend the Program Manuals, should that be necessary.
4. This Resolution shall take effect immediately.

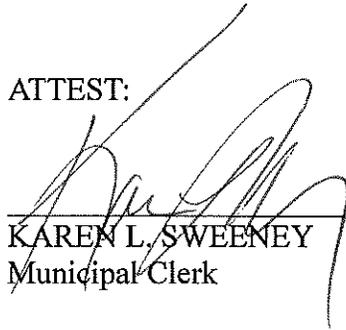
BOROUGH OF WENONAH

BY:



Jessica S. Doheny, Mayor

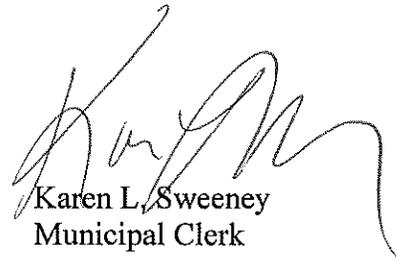
ATTEST:



KAREN L. SWEENEY
Municipal Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on March 11, 2026, in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.



Karen L. Sweeney
Municipal Clerk

R-2026-47

Borough of Wenonah



AFFORDABILITY ASSISTANCE MANUAL

Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090
856-468-5228
www.boroughofwenonah.com

March 2026

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INTRODUCTION

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components.

In accordance with the Fair Housing Act Adopted New Rules: N.J.A.C. 5:99 - 2.5, a municipality shall set aside a portion of its affordable housing trust fund for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in a municipal fair share plan, in accordance with N.J.A.C. 5:99-2.5. Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code. N.J.A.C. 5:99-2.5.

TYPES OF AFFORDABILITY ASSISTANCE

The types of affordability assistance offered are listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

EMERGENCY AND HEALTH/SAFETY REPAIRS – Affordability Assistance funding is available to assist owners of low-and moderate-units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funding will not be provided for standard maintenance items, work covered by the homeowner association, damage covered by homeowner insurance and/ or minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the Municipality’s Fair Share Plan (portfolio of affordable units) are eligible to apply. The maximum combined grant available to any one affordable home will be \$10,000.

ENERGY EFFICIENCY PROGRAM (EEP) - This program makes available zero interest forgivable loans to income-qualified Owners of deed restricted affordable homes in the Municipality. The following Energy Efficiency upgrades/replacements are eligible:

- HVAC or heat pump equipment;
- Hot water heater;
- Windows and doors

The maximum combined grant available to any one affordable home will be \$10,000. By replacing existing heating /cooling (HVAC) systems, windows, doors and/or hot water heaters with new, high energy efficiency standards, the goal of this program is to save energy and reduce the energy-related costs for low- and moderate-income households, while maintaining a high level of comfort.

CREATE ADDITIONAL VERY LOW-INCOME UNITS – Affordability assistance may be utilized to create additional very low-income units by converting a moderate or low-income unit into a very low-income unit in new developments. The affordability assistance will result in additional very low-income units beyond what is required by state affordable housing rules. The Municipality may negotiate with developers of inclusionary developments to determine the appropriate amount of subsidy required to make the unit affordable to a very low-income household.

FIRST MONTHS RENT ASSISTANCE (SECURITY DEPOSIT ASSISTANCE) - This program makes available grants to income-qualified tenants of deed restricted affordable apartments in the Municipality in an amount equal to the amount of rent that the landlord charges for the first month of occupancy. The grant will be available to all new tenants of very low-, low- and moderate-income rental units. The Maximum grant will be \$2,500.00

DOWN PAYMENT ASSISTANCE - The Municipality Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within the Municipality to use as a principal down payment and/or closing costs. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to the Municipality. The maximum grant is \$10,000.00

HOMEOWNERSHIP ASSISTANCE PROGRAM - The Program is designed to help low- and moderate-income homeowners retain stable finances. This program will provide a no interest, forgivable loan to homeowners of deed restricted affordable properties within the Municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees. Funds are made available through the Municipality's Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homeowners. The maximum grant is \$10,000.00.

ELIGIBILITY

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria, as applicable:

1. There are affordability assistance funds remaining in the Housing Trust Fund for the year.
2. The applicant owns a deed restricted affordable unit in the Municipality that they maintain as their primary residence.
3. The applicant rents a deed restricted affordable unit in the Municipality.
4. The applicant has not received any affordability assistance in the past. (Only one award per household is permitted. This requirement can be waived on a case-by-case basis)
5. Applicants applying for repairs will require income certification at the time of application.
6. Applicants applying for repairs, must show proof that property taxes, municipal utilities and, if applicable, mortgage and homeowner association fee are paid current.
7. Applicants applying for repairs must show proof that the needed improvements will remediate a serious threat to the health and/or safety of the building's residents.

REPAYMENT TERMS & REPAYMENT AGREEMENT

When required, loans for properties participating in the Affordability Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality and executed by the property owner. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Municipality Clerk and kept in the unit file. The Administrative Agent will send the affordability assistance Mortgage requiring recording to the Municipality. Upon receipt the Municipality will file said document with the County Clerk's office.

When required, the following is the term of the mortgage:

All loans are zero interest, forgivable loans. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

PROGRAM ADMINISTRATION

The Administrative Agent will be responsible for administering the program. Questions about the Program should be directed the Administrative Agent. All forms are included in the appendices

Karen L. Sweeney
Municipal Housing Liaison
Municipal Clerk/Administrator/Treasurer
Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090

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Phone: 856-468-6713

AFFORDABILITY ASSISTANCE PROGRAM DETAILS

EMERGENCY AND HEALTH/SAFETY REPAIRS PROGRAM PROCEDURES

- Homeowner submits application for assistance along with proof of work items needed. Refer to section on Requirements of Work Items.
- The Administrative Agent income certifies applicant and confirms property taxes, municipal utilities and, existing mortgage and homeowner association fee are paid current.
- Building inspector visits home to document the need for emergency repair and to prepare the work specifications to be reviewed by the appropriate code official.
- Upon eligibility determination and site visit– the Administrative Agent will send homeowner:
 - ✓ Eligibility letter (including paragraph on municipal contractor payment process to show to the contractor)
 - ✓ Work specifications
 - ✓ Instructions to obtain and provide proposal from 3 contractors (willing to be paid by municipality at job completion). Homeowner to identify contractor selected to do the job and provide that contractor's business registration, Consumer Affairs home improvement license and certificate of insurance listing program as certificate holder. The homeowner will have to fund any amount over the program funding limit, payable directly to the contractor.

- Once homeowner provides the above items, the Administrative Agent will send the homeowner's certificate of eligibility and contractor selection to the Municipality to pass a resolution authorizing funding assistance. Upon receipt of the approved municipal resolution, provide the homeowner the construction agreement for the homeowner and contractor to sign, as well as program mortgage & note for the homeowner to sign in front of notary and return to program.
- The Municipality is not a party to any contract between homeowner and contractor and the Municipality does not ensure that work performed by contractor is completed to satisfaction of homeowner. The construction agreement is between the homeowner and contractor; the Municipality is not a party to the agreement for purposes of any claims by the parties against one another.
- Upon construction completion, the homeowner will provide to the Program:
 - ✓ Written homeowner's approval of satisfactory job completion.
 - ✓ Invoice from contractor identifying the work items they completed.
 - ✓ Copies of municipal permits and closed out permits via municipal Certificate of Approval for the applicable items installed.
- If the work does not require a permit, certification of work by the contractor will be accepted.
- The Administrative Agent will submit the contractor invoice to the municipality for payment and forward the mortgage to the municipality to file (record) with the county clerk.

EMERGENCY AND HEALTH/SAFETY REPAIRS PROGRAM ELIGIBILITY CERTIFICATION PROCESS

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of the household must be fully certified as income-eligible before any assistance will be provided by the Program. The Administrative Agent will income qualify applicants in accordance with the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the regional maximum asset limit issued annually in the *Affordable Housing Regional Income Limits by Household Size*.

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.

WHAT IS CONSIDERED INCOME

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Regularly scheduled overtime
- Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
- Social Security
- Pensions
- Disability
- Alimony
- Verified regular child support (received)
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- 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.
- TANF (Temporary Assistance For Needy Families)
- Net income from business or real estate
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

WHAT IS NOT CONSIDERED INCOME

The following income sources are not considered income and will not be included in the income eligibility determination:

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

HOW TO VERIFY INCOME

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)
- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 1. Social Security or SSI – Current award letter or computer printout letter
 2. Unemployment – verification of Unemployment Benefits
 3. Welfare -TANF current award letter
 4. Disability - Worker’s compensation letter or
 5. Pension income (monthly or annually) – a pension letter
 6. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates). Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest-bearing checking accounts, and investments;

- Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

ADDITIONAL INCOME VERIFICATION PROCEDURES

STUDENT INCOME

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

INCOME FROM REAL ESTATE

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage interest, 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, other than primary residence, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by either a market value appraisal or by applying the property tax equalization market value method, as well as real estate commission if property was to be sold. Based on current money market rates, interest will be imputed on the determined value of the real estate.

OTHER ELIGIBILITY REQUIREMENTS

Applicant to submit the following in the application package:

- Recorded deed to the property to be assisted;
- If you are a widow or widower, copy of Death Certificate should be included;
- Receipt for property taxes paid current.

- Signed Release form to verify eligibility determination from third party sources;
- Proof that all mortgage payments are current; and
- Copy of any and all other liens recorded against the property.
- Personal identification (a copy of any of the following Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.) for each household member.

REQUIREMENTS OF UTILITIES & TAXES PAID CURRENT

All applicants' water/sewer and tax accounts must be paid current.

REQUIREMENTS OF WORK ITEMS

Homeowner has to demonstrate the existing problem has been inspected and the threat verified by one of the following:

- The appropriate local construction official;
- A local health official; or
- Systems or components that have been red tagged by utility company and/or verified non-functional by a qualified service technician.

This is done at time of submission of the program application.

ELIGIBILITY CERTIFICATION

After Administrative Agent Program staff determines that the household is income eligible and meets all other eligible requirements, the Administrative Agent Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Manager must reevaluate the household's eligibility.

- The Municipality Emergency Repair Assistance Program will provide a maximum loan of \$10,000.00. to each eligible homeowner. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

ENERGY EFFECIENCY UPGRADES

ELIGIBILITY CERTIFICATION

After the Administrative Agent Program staff determines that the household is income eligible and meets all other eligible requirements, the Administrative Agent Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Manager must reevaluate the household's eligibility.

- The Municipality Energy Efficiency Program will provide a maximum loan of up to \$15,000 to each eligible homeowner. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

CREATION OF ADDITIONAL VERY LOW-INCOME UNITS PROGRAM PROCEDURE

- A. Terms to be negotiated between landlord/developer and the Municipality.
- B. Upon approval of terms by both parties, Municipal attorney prepares Resolution authorizing award and terms, including changes in unit designation(s) from conversion of moderate and low-income units to very low-income units; revisions to restrictive covenant language, etc. Administrative Agent shall assist attorney upon request. See Exhibit 1.
- C. Municipality adopts Resolution.
- D. Municipality sends assistance directly to landlord/developer.
- E. Administrative Agent records assistance on master reporting spreadsheet.

FIRST MONTHS RENT ASSISTANCE PROCEDURES

The Municipality will designate a portion of all development fees collected and interest earned towards a First Month's Rent Grant program. This grant will be available to an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit in one of the Municipality's deed restricted units or its Rental Housing Rehabilitation Program as per the following guidelines:

- The First Month's Rent will be in the form of a grant equal to the first month's rental amount determined by the landlord and will be paid to the landlord on behalf of the tenant.

- The Municipality's First Month's Rent Affordability Assistance Program will be administered by the Administrative Agent. After an applicant is income qualified by the Administrative Agent pursuant to New Jersey Fair Housing rules and UHAC, or cannot be qualified due to a need for assistance, an affordability assistance application will be completed and forwarded with all necessary documentation to the Administrative Agent. The affordability assistance recipient will sign a contract with municipality which states the amount of funds granted, procedures and duration and conditions of affordability assistance. All tenants of affordable units within the Municipality will be advised of the availability of the Municipality's Affordability Assistance Program. An income eligible occupant or applicant for an affordable unit within the municipality may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.
- If the unit is a Rental Housing Rehabilitation Program unit, a 10-year deed restriction was imposed on the unit at the completion of rehabilitation work and is still in effect at the time of application, and an appropriate low- or moderate-income rent has been established in accordance with COAH's rental rehabilitation regulations.
- The Municipality First Month's Rent Program will provide a maximum grant in the amount of the first month's rent, not to exceed \$2,500.00.

DOWN PAYMENT ASSISTANCE PROCEDURES

The Municipality Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within the Municipality to use as a principal down payment and/or closing costs. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to the Municipality.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Administrative Agent for the Municipality and must be under contract to purchase a deed restricted home in the Municipality. This means that the applicant must have made application to buy a home, been income-qualified and selected to purchase an affordable home within the Municipality, and signed a contract with the seller.

ELIGIBLE PROPERTIES

Properties must be within the Municipality and be deed restricted in accordance with the U.H.A.C. guidelines. The price of the home will be limited by the deed restriction to be affordable to either a low or moderate-income household.

LEVEL OF FINANCING

The Municipality Down Payment Assistance Program will provide a maximum loan of \$10,000.

TERMS AND CONDITIONS

The loan is given as a zero-interest loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven. The loan will be secured by a second mortgage and note.

Recipients of Down Payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and UHAC. In the event the property is sold or disposed of during the term of the loan, the outstanding loan amount in accordance with the schedule above shall be immediately due and payable to the Municipality according to the terms of the Mortgage and Mortgage Note.

SECURITY INSTRUMENTS

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note (see Exhibit 3) in favor of the municipality executed by the property owner. The Municipality will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Municipality Clerk and kept in the unit file.

HOMEOWNERSHIP ASSISTANCE PROCEDURES

The Program is designed to help low and moderate-income homeowners retain stable finances. This program will provide a no interest, forgivable loan to homeowners of deed restricted affordable properties within the Municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees. Funds are made available through the Municipality's Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homeowners. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within the Municipality.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Administrative Agent for the Municipality and must be the owner of an affordable housing unit in the Municipality.

ELIGIBLE PROPERTIES

Properties must be within the Municipality and be deed restricted in accordance with the U.H.A.C. guidelines.

LEVEL OF FINANCING

The Municipality Homeownership Assistance Program will provide a maximum loan of \$10,000.

TERMS AND CONDITIONS

The loan is given as a zero-interest loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven. The loan will be secured by a second mortgage and note.

Recipients of Homeownership Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and UHAC. In the event the property is sold or disposed of during the term of the loan, the outstanding loan amount in accordance with the schedule above shall be immediately due and payable to the Municipality according to the terms of the Mortgage and Mortgage Note.

SECURITY INSTRUMENTS

Loans for all properties participating in the Homeownership Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The Municipality will record said documents with the County Clerk's office upon the completion of appropriate forms. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Municipality Clerk and kept in the unit file.

EXHIBIT 1: SUMMARY OF AFFORDABILITY ASSISTANCE PROGRAM TERMS

EXHIBIT 1: SUMMARY OF AFFORDABILITY ASSISTANCE TERMS

	Emergency Repair Program	Energy Efficiency Program
Purpose	Assist with documented emergency repairs, health and/or safety items that are a threat to the building residents. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.	Assistance with energy efficiency upgrades to reduce energy expenses
Maximum Amount	Up to \$10,000	Up to \$10,000
Program Terms	Deferred payment 0 % interest loan (secured with mortgage), forgivable 20% per year between years 5 and 10.	Deferred payment 0 % interest loan (secured with mortgage), forgivable 20% per year between years 5 and 10.
Justification Required	Yes	Yes
Additional Criteria	Need detailed cost proposal from licensed contractor. Contractor paid after work is complete	Need detailed cost proposal from licensed contractor. Contractor paid after work is complete
Assistance to:	Homeowner	Homeowner
Advertising	Annual newsletter to owners	Annual newsletter to owners

	Create Additional Very Low-Income Rental Units	Rental Program Assistance
Purpose	Converting moderate or low-income unit into very low income in new or existing affordable developments.	Assist with first month's rent payment to landlord. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.
Maximum Amount	Determined on case-by-case basis. See sample formula in program narrative	Up to \$2,500
Program Terms	Direct subsidy to developer; does not need to be repaid, in lieu of providing new very low-income units from prior low- or moderate-income units.	Grant, no repayment
Justification Required	No	Yes
Additional Criteria	No	No
Assistance to:	Property Owner	Tenant
Advertising	Borough will inform new affordable housing developers.	Administrative Agent will inform new renters.

Down Payment Program Assistance		
Purpose	Assist with down payment assistance towards purchase of deed restricted affordable properties	Assist with delinquent mortgage payments, HOA fees, taxes and/or utilities
Maximum Amount	Up to \$10000	Up to \$10,000
Program Terms	Deferred payment 0 % interest forgivable loan (secured with mortgage)	Deferred payment 0 % interest forgivable loan (secured with mortgage)
Justification Required	Yes	Yes
Additional Criteria	Yes, Application	Yes, Application and documentation of late payments
Assistance to:	Homebuyer	Homeowner
Advertising	Administrative Agent will inform new homebuyers.	Administrative Agent will inform new homebuyers.

EXHIBIT 2: AFFORDABILITY ASSISTANCE APPLICATION

APPLICATION FOR AFFORDABILITY ASSISTANCE

APPLICANT INFORMATION

You Must Report All Persons Living In Your Household:

Homeowner (First, Last Name)	
Social Security Number	
Co-Owner (First, Last Name)	
Social Security Number	
Street Address	
City, State, Zip	
Home / Cell Telephone	
Work Telephone and Ext.	
Email Address:	
Additional Household Member 1	
• Age	
Additional Household Member 2	
• Age	
Additional Household Member 3	
• Age	

PROPERTY INFORMATION

Name of Owner(s) as it Appears on the Property's Deed:	
<u>Co-Owner</u>	
<u>Original Mortgage Amount</u>	
<u>Approximate Present Balance</u>	
<u>Monthly Payment</u>	

List Emergency Repairs that you believe require rehabilitation through this program:

INCOME DATA -EMPLOYMENT:

(You must report all income received for all household members)

Applicant Name	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #1 Name:	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #2 Name:	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	

Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

PLEASE LIST ALL checking and savings accounts including CDs, Money Market Funds, Mutual Funds, stocks and bonds, and other assets held by financial institutions:

Name and Address of Financial Institution	Account Number	Current Value	Annual Income

ACKNOWLEDGEMENT

This is to certify that all statements made in my application are true to the best of my knowledge. I understand that failure to report all income on all household members can result in the denial to participate in the rehabilitation program.

These provisions are in accordance with the Policy and Procedural Manual adopted for this program by the Borough.

Homeowner Signature

Date

Co-Owner Signature

Date

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

- _____ COPY OF THE RECORDED DEED –ALL PAGES
- _____ COPY OF HOMEOWNER'S CURRENT INSURANCE (DECLARATION PAGE)
- _____ MOST RECENT TAX RETURN, ALL PAGES AND SCHEDULES, 1040, 1040A, EZ, NO W-2 PLEASE
- _____ MOST RECENT PAY STUBS, FOR ALL HOUSEHOLD MEMBERS WORKING, 4 CONSECUTIVE WEEK/1 MONTH
- _____ REAL ESTATE TAX BILL
- _____ SOCIAL SECURITY AWARD LETTER, ALIMONY, OR CHILD SUPPORT DECREE
- _____ PENSION AWARD LETTER, WELFARE AWARD LETTER, DISABILITY AWARD LETTER
- _____ BANK STATEMENTS SHOWING INTEREST, STOCKS, BONDS, ETC.
- _____ FLOOD INSURANCE WHERE APPLICABLE

OFFICE USE ONLY:

Employment Income:	Other Income:	Total Household Income:
# in Household: _____	% of Median: _____	Approved Date: _____
_____	_____	_____

RETURN COMPLETED FORM TO:

Karen L. Sweeney
Municipal Housing Liaison
Municipal Clerk/Administrator/Treasurer
Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090

ksweeney@boroughofwenonah.com
Phone: 856-468-6713

EXHIBIT 3: DOWN PAYMENT ASSISTANCE PROGRAM DOCUMENTS

OVERVIEW

The Payment Assistance Program is designed to help low and moderate income households achieve the goal of homeownership. This program will provide a *no interest, deferred payment forgivable loan* to homebuyers of deed restricted affordable properties within the municipality to use as a principal down payment. Funds are made available through the Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to the municipality.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Administrative Agent and must be under contract to purchase a deed restricted home in the municipality. This means that the applicant must have made application to buy a home, been income-qualified and selected to purchase an affordable home within the municipality, and signed a contract with the seller.

ELIGIBLE PROPERTIES

Properties must be single family homes within the municipality. The price of the home will be limited by the deed restriction to be affordable to either a low or moderate-income household.

LEVEL OF FINANCING

The Down Payment Assistance Program will provide a maximum of \$10,000.

PROGRAM FINANCING

TERMS AND CONDITIONS

The loan is given as a zero-interest forgivable loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

Recipients of Down payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of their deed restriction (located in their deed or Affordable Housing Agreement) and UHAC.

In the event the property is sold or disposed of during the term of the loan, the loan shall be immediately due and payable to the municipality according to the terms of the Mortgage and Mortgage Note.

The mortgage must be listed on the HUD1 Settlement Statement and will be subject to the purchase money mortgage in order of priority.

SECURITY INSTRUMENTS

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The Borough will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Borough Clerk and kept in the unit file.

TITLE INSURANCE

The Municipality requires that the applicant provide at the closing title insurance with the municipality being named as additional insured as to the mortgage and note for the amount of the loan.

ADMINISTRATION

Questions about the Program should be directed the Program Administrator.

Karen L. Sweeney
Municipal Housing Liaison
Municipal Clerk/Administrator/Treasurer
Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090

ksweeney@boroughofwenonah.com
Phone: 856-468-6713

APPENDICES:

APPENDIX A: Program Menu

APPENDIX B: Repayment Loan Agreement Resolution

APPENDIX C: Repayment Loan Agreement

APPENDIX D: Down Payment Assistance Program Mortgage

APPENDIX E: Down Payment Assistance Program Mortgage Note

APPENDIX A DOWN PAYMENT ASSISTANCE PROGRAM MENU

DOWN PAYMENT ASSISTANCE PROGRAM FOR _____

ELIGIBLE PARTICIPANTS (check all that apply):

- A household certified by the Administrative Agent

- A household certified by the Administrative Agent who is also a first time homebuyer

- A household certified by the Administrative Agent who is also a homebuyer who has not owned a home for __ years

- Other (describe) _____

ADDITIONALLY THE MUNICIPALITY REQUIRES (check all that apply) TO BE ELIGIBLE FOR THE DOWN PAYMENT ASSISTANCE PROGRAM:

- No credit check

- A credit rating of _____ or higher for all adults who will appear on the deed

- An averaged credit rating of _____ or higher for all adults who will appear on the deed

- Other _____

PROGRAM FINANCING

The municipality requires a note and recorded secondary mortgage in favor of the municipality for any household receiving down payment assistance through this program. The mortgage is subordinate to a first purchase money mortgage.

The original mortgage note will be retained by the Borough Clerk and kept in the unit file.

The Municipality requires that the applicant provide at closing title insurance with the municipality being named as additional insured as to all loan documents and mortgage note for the full amount of the loan.

THE MORTGAGE NOTE TERMS ARE (check one):

- The loan is given as a zero-interest forgivable loan payable at time of closing of the affordable housing unit and is secured by a second mortgage and note. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

APPENDIX B REPAYMENT LOAN AGREEMENT RESOLUTION

APPENDIX B

**RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING DOWNPAYMENT ASSISTANCE LOAN
REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT LOCATED AT:**

WHEREAS, _____ owns property located at _____, Block No. _____, Lot No. _____, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit which, among other restrictions, restricts the property owner in financing the property or otherwise encumbering the property by way of mortgage, home equity loan, or other form of financing; and

WHEREAS, the property owner has requested a Down payment Assistance Program loan from the Affordable Housing Trust Fund; and

WHEREAS, the Borough is willing to extend a loan to the property owner toward the payment of Down payment Assistance Loan in the amount of _____ in order to allow the owner to purchase a deed restricted affordable unit; and

WHEREAS, it is appropriate for the Borough to enter into an Agreement with the property owner setting forth the terms of the agreement at this time;

NOW THEREFORE BE IT RESOLVED on this ___ day of _____, _____, by the Borough Council of _____, County of _____, State of New Jersey, that:

1. The Mayor, Manager, Clerk and attorney are hereby authorized to execute a Homeownership Assistance Program Agreement with the owner of an Affordable Housing unit located at _____, Block No. _____, Lot No. _____.
2. A copy of the fully executed Agreement shall be kept on file with the Clerk. The original shall be kept in the unit file by the Administrative Agent.

I do hereby certify that the foregoing is a true copy of a resolution passed by the _____ at a meeting duly held on the ___ day of _____, _____.

Clerk

APPENDIX C DOWN PAYMENT ASSISTANCE PROGRAM AGREEMENT

APPENDIX C

DOWN PAYMENT ASSISTANCE REPAYMENT AGREEMENT

THIS AGREEMENT made on the ____ day of _____, ____ is between _____(hereafter "Buyer") whose address is _____ and _____, with offices at _____, NJ (hereafter "Municipality"):

WHEREAS, Owner is purchasing property located at _____, described more specifically as Block No. ____ Lot No. _____, located in the _____ development (hereafter "Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Buyer in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the *Municipality* is willing to extend a loan to Buyer towards the down payment on the price of the home in the amount of _____ to allow the buyer to procure a First Purchase Money Mortgage; and

WHEREAS, the Buyer will sign a mortgage note and record a mortgage on the Property in the principal amount of \$_____; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this ____ day of _____, ____, by and between the parties as follows:

1. Buyer acknowledges that s/he is aware, and herein reaffirms her understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the *Municipality*.
2. Buyer understands at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the

- maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.
3. Buyer acknowledges that the Deed to be signed by the Buyer at closing contains the recorded restrictions that govern the Property, which provide that "Upon the occurrence of a breach of any Covenants by the Buyer, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance."
 4. Buyer acknowledges that there will be a tertiary loan placed on the unit recorded after this Down Payment Assistance mortgage, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
 5. Buyer acknowledges that the *Municipality*, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Buyer and, if successful, the Municipality can retain all equity in the Property.
 6. The Municipality agrees to extend a loan of \$__ to the Buyer for the exclusive use of a down payment on the mortgage.
 7. The terms of the loan shall be a deferred payment, no-interest, forgivable loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.
 8. In the event that Buyer fails to make any and all necessary payments required by the within Agreement or otherwise breaches the terms of this Agreement, the Municipality shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
 9. In the event that Buyer fails to make any and all payments when due, the Municipality shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
 10. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
 11. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
 12. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
 13. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed and executed this agreement as of the date indicated above.

Attest:

Municipality

Attest:

STATE OF NEW JERSEY:

SS

COUNTY OF _____ :

I CERTIFY that on _____, 20____, _____ personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.

Signed and sworn to before me

On _____, _____

STATE OF NEW JERSEY:

SS

COUNTY OF _____:

I CERTIFY that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) s/he is the Borough Clerk of _____, the municipal corporation named in this document;
- (b) s/he is the attesting witness to the signing of this document by _____, _____(title)_____ of _____(municipality)_____;
- (c) this document was signed and delivered by _____(municipality)_____ as its voluntary act duly authorized by a proper resolution of the Borough (*Council* or *Committee*);
- (d) s/he knows the proper seal of the _____ which was affixed to this document; and
- (e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On _____, 20____

**APPENDIX D FORM OF MORTGAGE SECURING PAYMENT OF
DOWN PAYMENT ASSISTANCE PROGRAM NOTE**

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

THIS MORTGAGE, made on this the ____ day of _____, ____ by and between _____, (the "OWNER") and _____ (Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Down Payment Assistance Program Mortgage Note (the "Note") dated _____. The Owner promises to pay to the Municipality amounts due under the Down Payment Assistance Program Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of \$[insert amount].

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of _____ in the County of _____, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. ____ Lot No. _____, and known by the street address:

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. 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 WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 12. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 13. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

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

ATTEST:

Signature of (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

) ss:

COUNTY OF _____)

BE IT REMEMBERED, that on this the ____ day of _____, 20__ the subscriber _____ appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

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

NOTARY PUBLIC

**APPENDIX E FORM OF RECAPTURE MORTGAGE NOTE FOR
DOWN PAYMENT ASSISTANCE PROGRAM**

DEED RESTRICTED AFFORDABLE HOUSING UNIT WITH DEED RESTRICTIONS ON RESALE AND REFINANCING

THIS NOTE is dated as of _____, _____. For value received _____ (referred to "Owner") promises to pay to B _____, which has its principal offices at with offices at _____ (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Mortgage To Secure Payment of Down Payment Assistance Program Note" (the "MORTGAGE"), dated _____, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

The loan will be a zero interest, deferred payment forgivable loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of _____ in the County of _____, State of New Jersey, described more specifically as Block No. __ Lot No. __, and known by the street address: _____.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST:

By:

Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

) ss.:

COUNTY OF _____)

On this the ____ day of _____, 20__ before me came _____, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the _____ day of _____, 20__.

A Notary Public/Attorney of the State of New Jersey

**EXHIBIT 4: RENTAL ASSISTANCE PROGRAM
DOCUMENTS**

AFFORDABILITY ASSISTANCE PROGRAM

DATE:

REQUEST FOR A GRANT FOR RENTAL ASSISTANCE

Please be advised that I herewith submit a request for a GRANT from the above program and I hereby certify that I do not have the required funds available:

Print Name:	
Present address:	
Address of unit to be rented:	
Monthly rent:	\$
Security Deposit Required:	\$
Funds requested:	\$
Payable to: (Landlord)	

Copy of "CERTIFICATION OF ELIGIBLE HOUSEHOLD" ATTACHED: Dated: _____

REPAYMENT METHOD: The Rental Assistance will be in the form of a grant equal to the first month's rent amount determined by the landlord paid to the landlord on behalf of the tenant.

I hereby certify that I am unable to provide these funds required and the grant of these funds will assist me in obtaining an affordable housing unit. These statements are true and correct, to the best of my knowledge.

Applicant for Grant

Date

APPROVALS (for office use only):

Administrative Agent Signature and Date		
Signature and Date		
TREASURER Signature and Date		
CHECK #:	AMT:	DATE:

EXHIBIT 5: EMERGENCY REPAIR PROGRAM DOCUMENTS

APPLICATION FOR REHABILITATION ASSISTANCE EMERGENCY REPAIR PROGRAM

APPLICANT INFORMATION

YOU MUST REPORT ALL PERSONS LIVING IN YOUR HOUSEHOLD

Homeowner (First, Last Name)	
Social Security Number	
Co-Owner (First, Last Name)	
Social Security Number	
Street Address	
City, State, Zip	
Home / Cell Telephone	
Work Telephone and Ext.	
Email Address:	
Additional Household Member 1	
• Age	
Additional Household Member 2	
• Age	
Additional Household Member 3	
• Age	

PROPERTY INFORMATION

Name of Owner(s) as it Appears on the Property's Deed:	
<u>Co-Owner</u>	
<u>Original Mortgage Amount</u>	
<u>Approximate Present Balance</u>	
<u>Monthly Payment</u>	

List Emergency Repairs that you believe require rehabilitation through this Program:

INCOME DATA

EMPLOYMENT: (You must report all income received for all household members)

Applicant Name	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #1 Name:	
First Employer Name:	
Address of Employer:	

Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #2 Name:	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$

Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

IF ADDITIONAL HOUSEHOLD MEMBERS ARE EMPLOYED, PLEASE ATTACH ANOTHER SHEET AND PROVIDE EMPLOYMENT INFORMATION

PLEASE LIST ALL checking and savings accounts including CDs, Money Market Funds, Mutual Funds, stocks and bonds, and other assets held by financial institutions:

Name and Address of Financial Institution	Account Number	Current Value	Annual Income

ACKNOWLEDGEMENT:

This is to certify that all statements made in my application are true to the best of my knowledge. I understand that failure to report all income on all household members can result in the denial to participate in the rehabilitation program.

These provisions are in accordance with the Policy and Procedural Manual adopted for this program by _____.

X _____
Homeowner Signature

Date

X _____
Co-Owner Signature

Date

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

	COPY OF THE RECORDED DEED <u>-ALL PAGES</u>
	COPY OF HOMEOWNER'S CURRENT INSURANCE (DECLARATION PAGE)
	MOST RECENT TAX RETURN, ALL PAGES AND SCHEDULES, 1040, 1040A, EZ, NO W-2 PLEASE
	MOST RECENT PAY STUBS, FOR ALL HOUSEHOLD MEMBERS WORKING, 4 CONSECUTIVE WEEK/1 MONTH
	REAL ESTATE TAX BILL
	SOCIAL SECURITY AWARD LETTER, ALIMONY, OR CHILD SUPPORT DECREE
	PENSION AWARD LETTER, WELFARE AWARD LETTER, DISABILITY AWARD LETTER
	BANK STATEMENTS SHOWING INTEREST, STOCKS, BONDS, ETC.
	FLOOD INSURANCE WHERE APPLICABLE

OFFICE USE ONLY :

Employment Income: _____ Other Income: _____ Total Household Income: _____
 # in Household: _____ % of Median: _____ Approved Date: _____

RETURN COMPLETED FORM TO:

Karen L. Sweeney
 Municipal Housing Liaison
 Municipal Clerk/Administrator/Treasurer
 Borough of Wenonah
 1 South West Avenue
 Wenonah, NJ 08090

ksweeney@boroughofwenonah.com
 Phone: 856-468-6713

R-2026-47

Borough of Wenonah



BOROUGH OF
WENONAH
NEW JERSEY

OPERATING MANUAL AND AFFIRMATIVE MARKETING PLAN FOR THE ADMINISTRATION OF AN ACCESSORY APARTMENT PROGRAM

“What is an Accessory Apartment?”

“Who can participate?”

“What are the Accessory Apartment Requirements?”

Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090
856-468-5228
www.boroughofwenonah.com

March 2026

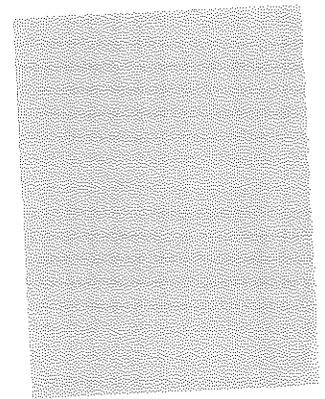


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INTRODUCTION

This Operating Manual has been prepared to assist in the administration of an accessory apartment program through the Borough of Wenonah Affordable Housing Program. It will serve as a guide to the program staff.

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

This manual explains the steps in the initial creation of an accessory apartment and in the rental process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq., the Fair Housing Act regulations N.J.A.C. 5:99-1 et seq and the affordable housing regulations of the Borough of Wenonah (hereafter referred to as the "Regulations").



In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

WHAT IS AFFORDABLE HOUSING?

Affordable accessory apartments, unlike market rate housing, have affordability controls limiting the rent for ten (10) years. Housing is "affordable" if the household pays approximately 35% or less of the household's gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

WHAT IS AN ACCESSORY APARTMENT?

An Accessory Apartment is "a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site."

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household’s income must be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. Municipalities are also required to provide affordable housing to very low-income households; at least 13 percent of all affordable units must be affordable to households earning 30 percent or less of median income.

The six housing regions are as follows:

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

The Regional Income Limits Chart (Appendix A) provides information about income limits for each of the six housing regions. Each region has different calculated median incomes, which are adjusted annually.

An applicant does not have to currently live in the region in which the applicant is interested in applying for an affordable unit. An applicant’s income qualification is determined by the Region Income Limits for where the applicant wants to live.

LOCAL AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

The following affordable housing programs and opportunities are available in the Borough of Wenonah:

1. **Accessory Apartment Program:** The Borough of Wenonah has established by ordinance, a program to allow the creation of accessory apartments, provided the units are affordable to very low, low, and moderate- income household as follows:
 - a. **Number of units:**
 - i. The Borough will allow the development of a total of (10) ten accessory apartments, including one very low-income accessory apartment, four low-income units and five moderate-income accessory apartments. Property owners interested in creating an accessory apartment on their property should contact the Accessory Apartment Administrator.

- b. **Conditions:** Accessory apartments shall meet the following conditions:
- i. Only owners of property within designated zone districts within the Borough of Wenonah are eligible for the subsidized accessory apartments program. These Districts include: RR, R-1, R-2, R-2.5, and R-3.
 - ii. An accessory apartment unit will comply with the rest of the provisions of Section 72-715.
 - iii. All standards and requirements of the zoning district, except as modified by the applicable ordinance, shall apply.
 - iv. An accessory apartment unit shall comply with all applicable statutes and regulations of the State of New Jersey in addition to all local building codes.
 - v. The application submitted to the Construction Office shall include the following:
 - ▶ Name and address of owner.
 - ▶ Name, address, income verification of the proposed occupant of the accessory unit (if known).
 - ▶ Floor plan of sketch
 - ▶ Current property survey.
 - vi. The minimum lot size and dimensional requirements shall be in accordance with the zone in which the property is located for accessory apartments constructed in new dwellings.
 - vii. There shall be no more than one (1) accessory apartment per single-family dwelling on each lot.
 - viii. The structures shall be in full compliance with all applicable health and construction codes. The appropriate utility authority or Board of Health must certify that there is water and sewer infrastructure with sufficient cap Borough to serve the proposed unit.

- ix. Construction of accessory apartments shall be in full compliance with all applicable environmental regulations including Wenonah's Stormwater Management Ordinance.
- x. Each accessory apartment shall have its own private entrance, living/sleeping space, cooking facilities, a kitchen sink, and complete sanitary facilities for the exclusive use of its occupants. The accessory apartment shall be located, designed, constructed and landscaped so as to preserve the appearance of the principal building to the maximum extent feasible and further to enhance and not detract from the character of the principal building and the surrounding neighborhood.
- xi. An accessory apartment unit shall, for a period of at least 10 years from the date of the issuance of a certificate of occupancy, be rented only to a very low-, low- or moderate-income qualified household as is defined by applicable Uniform Housing Affordability Controls regulations at the time of initial occupancy of the unit.
- xii. The occupant must meet the established income limitations for very low-, low- and moderate-income households as specified by the rules and regulations of N.J.A.C.5:99 et seq.
- xiii. The accessory apartment must meet the adaptability law at P.L. 2005, c.350, if applicable.
- xiv. Rents of accessory apartments shall be affordable to very low-, low- and moderate-income households as per DCA and UHAC regulations.
- xv. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental or sale within the affordable housing requirements stated herein.
- xvi. The accessory apartment shall be affirmatively marketed to the housing region in accordance with FAIR HOUSING ACT regulations and UHAC at N.J.A.C.5:80-26.1 et seq.
- xvii. Accessory apartment units are exempt from bedroom mix requirements.
- xviii. A freestanding accessory building(s) containing accessory apartment units shall conform to the setback requirements for principal buildings in the district.

- xix. The owner shall submit an affidavit of continuing use every two (2) years to the Borough Clerk of Wenonah.
 - xx. Parking shall be consistent with the parking requirements of Wenonah.
 - xxi. Any property owner applying for an accessory apartment under this section shall affirmatively demonstrate that the accessory apartment is to be rented to and occupied by households meeting DCA's and UHAC's affordable housing criteria.
 - xxii. In the event that the accessory apartment is located in a structure which is detached from the primary residence, the property owner shall explicitly affirm via deed restriction that the property may not be further subdivided to separate the accessory apartment and any associated land as a new building lot unless such subdivision can be accomplished in full accordance with Wenonah's density requirements, minimum setbacks, dimensional requirements, and all other applicable subdivision constraints.
 - xxiii. If, following completion of the 10-year affordability controls period, an accessory apartment constructed in accordance with this section of the Wenonah Borough Zoning Ordinance is no longer subject to Court requirements or restrictions, the apartment shall be considered a permitted conditional use subject to the remaining conditions established within this Ordinance section.
- c. **Illegal Accessory Apartments:** An illegal accessory apartment shall be eligible for credit if the illegal accessory apartment meets the conditions in Section 1 (b) above. There will be no monetary contribution for existing illegal accessory apartments approved through the program.
- d. **Program Administration**
- i. Wenonah has designated the administrative agency to administer the accessory apartment program.
 - ii. The administrative agent shall administer the program, in accordance with the terms of this Operating Manual and the Borough's Affordable Housing Ordinance, including advertising, income qualifying prospective renters, setting rents and annual rental increases, maintaining a waiting list, distributing the subsidy, overseeing the securing of certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, filing monitoring reports and affirmatively marketing the accessory apartment program
 - iii. The Borough shall provide a subsidy that may be used by the property owner to fund actual construction costs and/or to provide compensation for reduced rental rates. The Borough shall provide \$20,000 each moderate-income unit, \$25,000 each for low-income

Units to subsidize the physical creation of an accessory apartment conforming to the Affordable Housing Ordinance and applicable requirements. There will be no monetary compensation for existing illegal accessory apartments approved through the program. Prior to the grant of such subsidy, the property owner shall enter into a written agreement with the Borough ensuring that the subsidy shall be used to create the accessory apartment and the apartment shall meet the requirements of the program.

- iv. The subsidy shall be paid in the following manner:
 - a. 25% of the subsidy shall be paid upon permit and/or zoning approvals and the recording of the Deed Restriction;
 - b. 25% shall be paid to the property owner when, upon the determination of the construction official, the unit is ready for rental
 - c. The remainder of the subsidy shall be paid once a lease is signed with a tenant certified by the Administrative Agent

- v. Applicants intending to create an accessory apartment shall submit to the Administrative Agent, the following:
 1. A sketch of floor plans showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure;
 2. Rough elevations showing the modification of any exterior building facade to which changes are proposed; and
 3. A site development sketch showing the location of the existing dwelling and other existing buildings, all property lines; proposed addition, if any, along with the minimum building setback lines, the required parking spaces for both dwelling units and any manmade conditions which might affect construction.

- vi. The units shall comply with applicable regulations and UHAC with the following exceptions:
 1. Control periods for rental units (N.J.A.C. 5:80-26.11(a)); accessory apartments will have 10-year controls on affordability
 2. Bedroom distribution (N.J.A.C. 5:80-26.3(b) and (c)); however, the ordinance shall not restrict the number of bedrooms per unit
 3. Affordability average (N.J.A.C. 5:80-26.4); however, the maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income

A copy of the Borough of Wenonah's Housing Element and Fair Share Plan is available at:

Borough of Wenonah Municipal
1 South West Ave
Wenonah, NJ 08090
Phone (856) 468-5228

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES

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

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/>.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS

- ▶ The Municipal Housing Liaison for the Borough of Wenonah serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to the Borough's Administrative Agent. The Municipal Housing Liaison for the Borough of Wenonah is Karen Sweeney with offices located at 1 South West Avenue, Wenonah, NJ. She may be reached by phone at (856) 468-5228 or by email at ksweeney@boroughofwenonah.com.
- ▶ The Administrative Agent for the Borough of Wenonah 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 Preliminary Applications to interested callers.
- ▶ The Administrative Agent will accept returned Preliminary Applications for a specific period of time, 60 days. At the end of this time period, all applications will be randomly selected, through a lottery, to create a pool of applicants.
- ▶ The Administrative Agent will pre-qualify applicants in the applicant pool for income eligibility and will send either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- ▶ When a unit becomes available, the Administrative Agent will contact applicants based on bedroom requirements and income level in order of their randomized lottery number.
- ▶ The Administrative Agent will 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 a Disclosure Statement 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 into the affordable rental unit.

ROLES AND RESPONSIBILITIES

RESPONSIBILITIES OF THE MUNICIPAL HOUSING LIAISON

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

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

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

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to Fair Share Housing Center (FSHC) and the Affordable Housing Monitoring System (AHMS). Any requests for additional information or corrections will be directed to the Municipal Housing Liaison.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new accessory apartment is in the planning process, the Municipal Housing Liaison should coordinate a meeting between the Administrative Agent and the owner. The purpose of this initial meeting is to make sure the unit owner understands all the requirements of the program and go over the procedures outlined in the Operating Manual.

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

RESPONSIBILITIES OF AN ADMINISTRATIVE AGENT

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

Secure written acknowledgement from all owners in the accessory apartment program 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. All 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 is responsible for implementing the Affirmative Marketing Plan adopted by the municipality. Affirmative marketing includes conducting regional outreach and advertising for available affordable units.

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

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

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

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is

required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of renting an affordable unit.

Establish and maintain effective communication with owners. Owners 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 owners of any changes to the Administrative Agent's contact information or business hours. The Administrative Agent must create and distribute annual mailings to all Owners of affordable units reminding them of the rights and requirements of owning an affordable rental unit.

Owners should be instructed to immediately contact the Administrative Agent in the following circumstances:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.
- If they are considering or have decided to sell their home.

Send out annual mailings about restrictions. Administrative Agents must annually mail to all Owners of affordable housing units a reminder of their rights and responsibilities as Owners of an affordable rental unit.

Provide annual notification of maximum rents. Each year when the new low- and moderate-income limits are released, 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 Deed Restriction, lease, and Disclosure Statement.

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 the Administrative Agent's portfolio.

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

RESPONSIBILITIES OF THE MUNICIPAL ATTORNEY

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

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with DCA and UHAC regulations, before they are recorded.

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

RESPONSIBILITIES OF OWNERS OF ACCESSORY APARTMENTS

When an owner is in the planning process for an affordable accessory apartment, she/ he should contact the Administrative Agent. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all related local ordinances – that have already been adopted by the municipality.

The Administrative Agent will secure from the owner written acknowledgement 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.

Open and direct communication between the Owners of rental developments, 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 developments 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.

REQUIREMENTS FOR CREATING AN ACCESSORY APARTMENT

- ▶ Homeowners interested in creating an accessory apartment or making an existing accessory unit available for this program must read this manual and understand all of the requirements of owning and renting out an affordable housing unit.
- ▶ Prior to the issuance of a building permit, the applicant shall have entered into an Accessory Apartment Agreement with the Borough and recorded a deed restriction specifying the appropriate affordability controls for the units.
- ▶ Property must have sufficient sewer and water capacity to service the proposed accessory apartment. This must be documented and kept on file by the Administrative Agent.
- ▶ A deed restriction in the form of Appendix E in the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) and included in Appendix B of this manual stating the affordability controls will be **recorded** on the primary residence.
- ▶ Deed restrictions for accessory apartments in Wenonah are for a period of no less than 10 years.

- ▶ The rent for the accessory apartment will be lower than market rate rents in the area to make it affordable for low- and/or moderate-income households. Households must be income-qualified by the Administrative Agent. Application for the apartment is open to the public, however the homeowner may establish reasonable criteria for the household selected to live in the unit.

COMPENSATION FOR THE CREATION OF AN ACCESSORY APARTMENT

- ▶ The Borough shall provide \$20,000 each for three moderate income units, \$25,000 each for the two low income units, and \$35,000 for the very low-income apartment to subsidize the physical creation of an accessory apartment conforming to the Affordable Housing Ordinance and applicable requirements. There will be no monetary compensation for existing illegal accessory apartments approved through the program.

PROCESS FOR CREATING AN ACCESSORY APARTMENT

- ▶ Application for approval of accessory apartment construction: Applicants intending to create an accessory apartment shall submit to the Administrative Agent a sketch of floor plans showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure, rough elevations showing the modification of any exterior building facade to which changes are proposed, and a site development sketch showing the location of the existing dwelling and other existing buildings, all property lines, proposed addition, if any, along with the minimum building setback lines, the required parking spaces for both dwelling units .
- ▶ The Borough Building inspector shall conduct an initial inspection and forward plans for approval of apartment design.
- ▶ Accessory Apartment Agreement signed between municipality and owner (see Appendix C – Program Forms).
- ▶ Deed restriction recorded on residence
- ▶ The subsidy shall be paid in the following manner:
 - a. 25% of the subsidy shall be paid upon permit and/or zoning approvals and the recording of the Deed Restriction;
 - b. 25% shall be paid to the property owner when, upon the determination of the construction official, the project is complete
 - c. The remainder of the subsidy shall be paid once a lease is signed with a tenant certified by the Administrative Agent

DETERMINING AFFORDABLE RENTS

To determine the affordable rents the Administrative Agent uses the approved calculators provided by the Affordable Housing Professionals of New Jersey, and updated annually.

DEVELOPMENT CONSIDERATIONS AND COMPLIANCE ISSUES

There are several regulations that must be considered from the development perspective before the rents of accessory apartments can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and homeowner.

Number of Bedrooms. The number of bedrooms is a decision that must be made by the homeowner as there is no requirement for a certain number of bedrooms for accessory apartments. The homeowner must provide this information to the municipality and the Administrative Agent so that a rent may be established for the unit.

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

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

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

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes.

Utilities. The homeowner must determine how utilities for the accessory apartment will be paid, either by the homeowner and reimbursed through rent or by the tenant separately. Either way, the maximum rent amount may not be exceeded. This should be discussed with the Administrative Agent prior to the rent being set.

DETERMINING INITIAL RENTS

To determine the initial rents the Administrative Agent uses the calculators provided by the Affordable Housing Professionals of New Jersey, and updated annually.

Maximum Rent: When including percentages in the rental calculator, the maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable

to households earning no more than 44 percent of median income and 30% of median income for very low-income units.

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.

FINDING AN ACCESSORY APARTMENT TENANT

AFFIRMATIVE MARKETING

OVERVIEW OF THE REQUIREMENTS

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

The Borough of Wenonah's Affirmative Marketing Plan can be found on the Borough's website.

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

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and

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

As of 11/2020 municipalities must list all affordable housing units in their community on the New Jersey Housing Resource Center at www.njhrc.gov. The New Jersey Housing Resource Center is a free service to both owners and administrators of affordable housing and households seeking affordable housing opportunities.

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

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

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

- The name of the program, i.e. Accessory Apartment
- The rent amount
- The bedroom size of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

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

- Last date applications will be accepted
- Contact number of the Municipal Housing Liaison or Administrative Agent
- If already adopted by ordinance, a statement concerning regional preference.

Recommended to include the following statement on all advertisements. "Visit www.njhrc.gov for more affordable housing opportunities."

REGIONAL PREFERENCE

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

IMPLEMENTATION OF THE AFFIRMATIVE MARKETING PLAN

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Borough of Wenonah shall undertake all of the strategies outlined in the Borough of Wenonah's Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program. Preliminary Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when Preliminary Applications will be accepted will be posted with the applications. Preliminary Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Borough of Wenonah's 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 marketed as needed.

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

Question: How often should we advertise?

Answer: If this is a new program within the municipality and/or a waiting list for rental units does not exist, Administrative Agents must advertise initially to create an applicant pool beginning four months prior to the anticipated occupancy of the unit(s). Advertising should be implemented as needed until all units are rented. Once all vacant units are

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

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

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

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

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

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

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

RANDOM SELECTION & APPLICANT POOL(S)

INITIAL RANDOMIZATION

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

After advertising is implemented, Preliminary Applications are accepted for 120 days.

All Preliminary Applications are reviewed as received and applicants are notified if they are eligible or ineligible to be entered into the lottery. Ineligible applicants have 10 days prior to the lottery to correct any information to be included in the lottery.

On the date of the lottery, the Administrative Agent and one witness will conduct a lottery through the "RANDOMIZATION" feature in Excel.

Households are informed of the date, time and location of the lottery. The Municipal Housing Liaison will be invited to attend.

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

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) and income.

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

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct additional marketing. The new applicants will be added to the remaining list of applicants in the order their Preliminary Application is received.

MATCHING HOUSEHOLDS TO AVAILABLE UNITS

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

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

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

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

HOUSEHOLD CERTIFICATION

Before any household can rent a restricted unit, the Administrative Agent must certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members over 18 years of age. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

The Administrative Agent 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 current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF³ current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

³TANF – Temporary Assistance for Needy Families

- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income. Restricted units constructed with Federal funds should consult the appropriate regulations, for example, HUD Section 42, to ensure compliance with applicable Federal regulations.

INCOME

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

NOT INCOME

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of 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 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.

REAL ESTATE ASSET LIMIT

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

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

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

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

INCOME FROM REAL ESTATE

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

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

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 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.

HOUSING COUNSELING

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

THE APPLICANT INTERVIEW

Ideally, the prospective applicant will be available to meet, in person or by phone, with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However,

scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

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

DOCUMENTING HOUSEHOLD COMPOSITION AND CIRCUMSTANCES

The following are various records for documenting household information:

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

APPROVING OR REJECTING A HOUSEHOLD

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

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

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

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative

Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

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

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

DISMISSAL OF APPLICATIONS

Applications can be dismissed for the following reasons:

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

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

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

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

APPEALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINALIZING THE TENANT

Once a household has been certified to occupy an accessory apartment, the income has been documented and the ability to pay the established rent has been verified, the Administrative Agent may refer that household to meet with the owner of the apartment for final approval. The owner may develop a reasonable list of criteria, such as smoking or non-smoking, whether or not pets are allowed, etc., and may only reject tenants who do not meet those criteria. That list must be approved by the Administrative Agent.

The owner may also conduct a credit check and criminal background check on prospective tenants. An acceptable credit limit must be established prior to any credit check and must be on file with the Administrative Agent.

Lease. When a tenant is found, that tenant will be required to sign a lease. This may be a standard lease and must be approved by the Administrative Agent. It should list the location of the unit, the name of the tenant and the initial rent amount. A copy of the executed lease must be provided to the Administrative Agent. In addition, Certification K, which is included in Appendix D, must also be signed by the tenant and a file must be given to the tenant and the original kept on file with the Administrative Agent.

Security Deposit. The owner may require a reasonable security deposit from the tenant, but the amount of the security deposit may not exceed one and one-half months' rent. Applicants may apply for the Borough's Affordability Assistance Program to assist with the security deposit.

VACANCIES

Once a homeowner learns that an accessory apartment will be vacated by a tenant, the Administrative Agent should immediately be notified to begin the process of finding a new tenant.

VIOLATIONS, DEFAULTS AND REMEDIES

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

Upon the occurrence of a breach of any of the regulations governing the affordable units by an Owner of an accessory apartment, 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.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

Administrative Agents maintain detailed records on all marketing initiatives.

FILES TO BE MAINTAINED ON EVERY APPLICANT

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

- Application Form.
- Tenant Information Form
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

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

FILES TO BE MAINTAINED ON EVERY UNIT

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base rent
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Application materials, verifications and certifications of all present owners, pertinent correspondence
- Copy of lease
- Disclosure Statement (Appendix K)
- Deed restriction with length of controls on the unit

FILES TO BE MAINTAINED ON THE APPLICANT POOL

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

MONITORING

Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to Fair Share Housing Center (FSHC) and the Affordable Housing Monitoring System (AHMS). Any requests for additional information or corrections will be directed to the Municipal Housing Liaison.

The information required for each unit includes but is not limited to:

- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Rental Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed

Question: How long must the Administrative Agent keep files on applications for affordable housing units and certified Owners/tenants of affordable housing units?

Answer: Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

Accessory Apartment Program Audit Checklist

<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 Applicant	
<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 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 all present tenants, pertinent correspondence	
<input type="checkbox"/>	Copy of lease	
<input type="checkbox"/>	Disclosure Statement (Appendix K)	
<input type="checkbox"/>	Original deed restriction with length of controls	
	MONITORING INFORMATION	
<input type="checkbox"/>	Complete Monitoring Reporting Forms	

**ACCESSORY APARTMENT OPERATING MANUAL CHECKLIST
Minimum Standards**

At a minimum the Accessory Apartment Operating Manual must clearly describe the procedures and policies for the following:

<input type="checkbox"/>	Affordable Housing Program & Opportunities
<input type="checkbox"/>	Identify where Housing Element & Fair Share Plan can be viewed.
<input type="checkbox"/>	Identify local Affordable Housing Programs & Affordability Assistance Programs
<input type="checkbox"/>	Include overview of local rental process
<input type="checkbox"/>	Process for Creation of an Accessory Apartment
<input type="checkbox"/>	Requirements for creating an accessory apartment
<input type="checkbox"/>	Compensation for creating an accessory apartment
<input type="checkbox"/>	Local process for creating an accessory apartment
<input type="checkbox"/>	Determining Affordable Rents
<input type="checkbox"/>	Development Considerations and Compliance Issues
<input type="checkbox"/>	Determining Initial Rents
<input type="checkbox"/>	Determining Rent Increases
<input type="checkbox"/>	Affirmative Marketing
<input type="checkbox"/>	Approved Affirmative Marketing Plan included
<input type="checkbox"/>	How will new rental units be marketed?
<input type="checkbox"/>	How will re-rentals be marketed?
<input type="checkbox"/>	Will there be a regional preference?
<input type="checkbox"/>	Who will implement marketing new rental units and re-rentals?
<input type="checkbox"/>	Prepare sample marketing materials, including a sample display ad and Public Service Announcements
<input type="checkbox"/>	Random Selection & Applicant Pool
<input type="checkbox"/>	What level of verification will be completed before the lottery process – pre-application or full applications?
<input type="checkbox"/>	Will the pool of applicants be randomized each time a unit is available?
<input type="checkbox"/>	Will there be categories of applicant pools?
<input type="checkbox"/>	Matching Households to Available Units
<input type="checkbox"/>	How will households be matched to available units? Will there be categories of applicant pools?
<input type="checkbox"/>	Household Certification
<input type="checkbox"/>	Standards for reviewing applicant household eligibility and certifying applicant households
<input type="checkbox"/>	Verification documentation required
<input type="checkbox"/>	Eligible Income/Ineligible Income
<input type="checkbox"/>	Maximum Monthly Payment
<input type="checkbox"/>	Housing Counseling
<input type="checkbox"/>	Basis for Dismissing Applications
<input type="checkbox"/>	Appeals
<input type="checkbox"/>	Application Fees
<input type="checkbox"/>	Violations, Defaults and Remedies
<input type="checkbox"/>	Maintenance of Records
<input type="checkbox"/>	List documents to be filed
<input type="checkbox"/>	Monitoring information required

APPENDIX A

Annual Regional Income Limits Chart

Last updated May 5, 2025, by New Jersey Housing and Mortgage Finance Agency (NJHMFA). Effective May 16, 2025.

UHAC 2025 Affordable Housing Regional Income Limits by Household Size

Regional Income Limits

Household Size

	1 Person	1.5 Persons	2 Persons	2.5 Persons	3 Persons	4 Persons	4.5 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Region 1											
Median	\$89,100	\$95,450	\$101,800	\$108,150	\$114,500	\$120,850	\$127,200	\$133,550	\$139,900	\$146,250	\$152,600
Moderate (80%)	\$71,280	\$76,360	\$81,440	\$86,520	\$91,600	\$96,680	\$101,760	\$106,840	\$111,920	\$117,000	\$122,080
Low (50%)	\$44,550	\$47,725	\$50,900	\$54,075	\$57,250	\$60,425	\$63,600	\$66,775	\$70,950	\$74,125	\$77,300
Very Low (30%)	\$26,730	\$28,635	\$30,540	\$32,445	\$34,350	\$36,255	\$38,160	\$39,960	\$41,760	\$43,560	\$45,360

Region 2											
Median	\$94,800	\$101,550	\$108,300	\$115,050	\$121,800	\$128,550	\$135,300	\$142,050	\$148,800	\$155,550	\$162,300
Moderate (80%)	\$75,840	\$81,240	\$86,640	\$92,040	\$97,440	\$102,840	\$108,240	\$113,640	\$119,040	\$124,440	\$129,840
Low (50%)	\$47,400	\$50,775	\$54,150	\$57,525	\$60,900	\$64,275	\$67,650	\$71,025	\$74,400	\$77,775	\$81,150
Very Low (30%)	\$28,440	\$30,465	\$32,490	\$34,515	\$36,540	\$38,565	\$40,590	\$42,615	\$44,640	\$46,665	\$48,690

Region 3											
Median	\$107,400	\$115,100	\$122,800	\$130,450	\$138,100	\$145,750	\$153,400	\$161,050	\$168,700	\$176,350	\$184,000
Moderate (80%)	\$85,920	\$92,080	\$98,240	\$104,360	\$110,480	\$116,600	\$122,720	\$128,840	\$134,960	\$141,080	\$147,200
Low (50%)	\$53,700	\$57,550	\$61,400	\$65,225	\$69,050	\$72,875	\$76,700	\$80,525	\$84,350	\$88,175	\$92,000
Very Low (30%)	\$32,220	\$34,530	\$36,840	\$39,135	\$41,430	\$43,725	\$46,020	\$48,315	\$50,610	\$52,905	\$55,200

Region 4											
Median	\$94,300	\$101,000	\$107,700	\$114,450	\$121,200	\$127,950	\$134,700	\$141,450	\$148,200	\$154,950	\$161,700
Moderate (80%)	\$75,440	\$80,800	\$86,160	\$91,560	\$96,960	\$102,360	\$107,760	\$113,160	\$118,560	\$123,960	\$129,360
Low (50%)	\$47,150	\$50,500	\$53,850	\$57,225	\$60,600	\$63,975	\$67,350	\$70,725	\$74,100	\$77,475	\$80,850
Very Low (30%)	\$28,290	\$30,300	\$32,310	\$34,335	\$36,360	\$38,385	\$40,410	\$42,435	\$44,460	\$46,485	\$48,510

Region 5											
Median	\$83,600	\$89,600	\$95,600	\$101,550	\$107,500	\$113,450	\$119,400	\$125,350	\$131,300	\$137,250	\$143,200
Moderate (80%)	\$66,880	\$71,680	\$76,480	\$81,240	\$86,000	\$90,760	\$95,520	\$100,280	\$105,040	\$109,800	\$114,560
Low (50%)	\$41,800	\$44,800	\$47,800	\$50,775	\$53,750	\$56,725	\$59,700	\$62,675	\$65,650	\$68,625	\$71,600
Very Low (30%)	\$25,080	\$26,880	\$28,680	\$30,465	\$32,250	\$34,035	\$35,820	\$37,605	\$39,390	\$41,175	\$42,960

Region 6											
Median	\$71,900	\$77,050	\$82,200	\$87,350	\$92,500	\$97,650	\$102,800	\$107,950	\$113,100	\$118,250	\$123,400
Moderate (80%)	\$57,520	\$61,640	\$65,760	\$69,880	\$74,000	\$78,120	\$82,240	\$86,360	\$90,480	\$94,600	\$98,720
Low (50%)	\$35,950	\$38,525	\$41,100	\$43,675	\$46,250	\$48,825	\$51,400	\$53,975	\$56,550	\$59,125	\$61,700
Very Low (30%)	\$21,570	\$23,115	\$24,660	\$26,205	\$27,750	\$29,295	\$30,840	\$32,385	\$33,930	\$35,475	\$37,020

(Family)*	Household Size (Senior)**	Maximum Sale Price Increase***	Maximum Rent Increase****	Net/Asset Limit*****
1 Person	1 Person	Region 1	Statewide	Statewide
1.5 Persons	1.5 Persons	Region 2	5.0%	\$300,000
3 Persons	2 Persons	Region 3		
4.5 Persons	2.5 Persons	Region 4		
6 Persons	N/A	Region 5		
		Region 6		

Bedroom Count	Household Size (Senior)**	Maximum Sale Price Increase***	Maximum Rent Increase****	Net/Asset Limit*****
0BR	1 Person	Region 1	Statewide	Statewide
1BR	1.5 Persons	Region 2	5.0%	\$300,000
2BR	2 Persons	Region 3		
3BR	2.5 Persons	Region 4		
4BR	N/A	Region 5		
		Region 6		

* N.J.A.C. 5:80-26.4(i).
 ** N.J.A.C. 5:80-26.4(l).
 *** N.J.A.C. 5:80-26.7(c).
 **** N.J.A.C. 5:80-26.13(d).
 ***** N.J.A.C. 5:80-26.17(b)3.

APPENDIX B

Deed Restriction for Rental Units (UHAC Appendix E)

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

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

THIS DEED RESTRICTION, entered into as of this the _____ day of _____, 20____, by and between the _____ and _____, the developer/sponsor (the "Owner") of a residential very- low-, low-, or-moderate- income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the Municipality of the Borough of Wenonah County of Gloucester, State of New Jersey, and described more specifically as Block _____, Lot _____, and known by the street address _____.

More specifically designated as _____ (insert apartment number(s)).

(Include number of bedrooms and affordability range (very low, low, mod) for each unit)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. A restricted unit must remain subject to the requirements of this subchapter for a period of at least 10 years.

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

- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

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

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

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

BOROUGH OF WENONAH (MUNICIPALITY)

BY: _____
 Mayor, Borough of Wenonah

(PROPERTY OWNER)

BY: _____

ACKNOWLEDGEMENTS

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

NOTARY PUBLIC

On this the _____ th day of _____, 20__ before me came the _____ known and known to me to be the Mayor of Borough of Wenonah, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that s/he has so executed the foregoing Agreement for the purposes stated therein

NOTARY PUBLIC

APPENDIX C

Program Forms

**BOROUGH OF WENONAH
ACCESSORY APARTMENT PROGRAM APPLICATION**

SECTION A

PROPERTY ADDRESS: _____

Property Owner's Name _____
Last First Middle

Co-Property Owner's Name _____
Last First Middle

Property Owner's Mailing Address _____

Email Address: _____

Phone No. _____ Cell Phone No. _____

Zoning: _____ Size of the Residence (sq. ft.) _____

Year of House Construction: _____ Current Number of units: _____

SECTION B

INFORMATION ON PROPOSED ACCESSORY APARTMENT

Proposed Size of Accessory Apartment (sq. ft.) _____ Number of Bedrooms _____

Will the apartment be a new unit created within the existing structure (i.e. basement or garage)? _____

Will the apartment be a new unit created within an existing detached structure (i.e. barn or garage)? _____

Utilities to be Included in Rent: Heat _____ Gas _____ Oil _____
Hot Water _____ Gas _____ Electric _____
Electric _____ Trash _____
Sewer _____ Water _____

Additional Information/Comments:

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
Fire and Liability Insurance
Copy of Real Estate Tax Bill, Water and Sewer
Proof of current mortgage and amount
Survey of the property showing all structures
Preliminary Plans (sketches) for Accessory Apartment

I, the owner of the dwelling, swear under penalty of perjury that the following is true: I reside at the property address shown above and 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

**ACCESSORY APARTMENT AGREEMENT
BY AND BETWEEN
BOROUGH OF WENONAH AND**

THIS AGREEMENT, entered into on this the ____ day of _____ by and between Borough of Wenonah, New Jersey (hereinafter referred to as "Municipality") and _____ (Property owner) of _____ (address) (hereinafter referred to as "Property Owner":

WITNESSETH THAT:

WHEREAS, the Municipality has established an Accessory Apartment Program (hereinafter "Program") as part of the Borough's affordable housing obligation and mandate from the New Jersey Fair Housing Act (hereinafter "NJ") which will create rental units that will be affordable to very low-, low- and moderate-income households;

WHEREAS, the Municipality has established policies and procedures for the Implementation of the Program, which is designed to provide for the equitable distribution of funds and specific use of those Funds for the creation of Accessory Apartment units; and

WHEREAS, the policies and procedures call for specific terms and conditions for participation in the Program, including this Agreement; and

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

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

In accordance with the Accessory Apartment Program's Policies and Procedures, the Borough shall provide fixed subsidies per unit to subsidize the physical creation of an accessory apartment conforming to the requirements of the Borough's Ordinance. For a 1-, 2- or 3-

bedroom very low-income unit a fixed subsidy of at least \$35,000 will be available. For a 1-, 2-or 3-bedroom low-income unit a fixed subsidy of at least \$25,000 will be available. For a 1-, 2-or 3-bedroom moderate-income unit a fixed subsidy of at least \$20,000 will be available. Prior to the grant of such subsidy, the Property Owner shall execute this Accessory Apartment Agreement to ensure that the subsidy shall be used to create the accessory apartment and the apartment shall meet all requirements. It is understood and agreed that:

1. Number of Units

- i. The Borough will allow the development of a total of (10) five accessory apartments, including one very low-income unit, four low income units and five moderate income accessory apartments.

1. Conditions: Conditions: Accessory apartments shall meet the following conditions:

- i. Accessory apartments shall be allowed in the Business Zoning Districts and Residential Zoning Districts.
- ii. An accessory apartment unit will comply with the rest of the provisions of §560-48.
- iii. All standards and requirements of the zoning district, except as modified by the applicable ordinance, shall apply.
- iv. An accessory apartment unit shall comply with all applicable statutes and regulations of the State of New Jersey in addition to all local building codes.
- v. The application submitted to the Construction Office shall include the following:
 - ▶ Name and address of owner.
 - ▶ Name, address, income verification of the proposed occupant of the accessory unit (if known).
 - ▶ Floor plan of sketch
 - ▶ Current property survey.
- vi. The minimum lot size and dimensional requirements shall be in accordance with the zone in which the property is located for accessory apartments constructed in new dwellings.
- vii. The minimum floor area located within a principal structure shall be 650 square feet, but in no case shall it exceed the gross floor area of the existing principal structure on the lot.

- viii. Accessory apartments may be created within existing single-family residences or accessory buildings, provided there is no expansion of the existing structure's exterior outline.
- ix. There shall be no more than one (1) accessory apartment per single-family dwelling on each lot.
- x. The structures shall be in full compliance with all applicable health and construction codes. The appropriate utility authority or Board of Health must certify that there is water and sewer infrastructure with sufficient cap Borough to serve the proposed unit.
- xi. Construction of accessory apartments shall be in full compliance with all applicable environmental regulations including Wenonah's Stormwater Management Ordinance.
- xii. Each accessory apartment shall have its own private entrance, living/sleeping space, cooking facilities, a kitchen sink, and complete sanitary facilities for the exclusive use of its occupants. The accessory apartment shall be located, designed, constructed and landscaped so as to preserve the appearance of the principal building to the maximum extent feasible and further to enhance and not detract from the character of the principal building and the surrounding neighborhood.
- xiii. An accessory apartment unit shall, for a period of at least 10 years from the date of the issuance of a certificate of occupancy, be rented only to a very low-, low- or moderate-income qualified household as is defined by applicable FAIR HOUSING ACT and Uniform Housing Affordability Controls regulations at the time of initial occupancy of the unit.
- xiv. The occupant must meet the established income limitations for very low-, low- and moderate-income households as specified by the rules and regulations of N.J.A.C.5:99 et seq.
- xv. The accessory apartment must meet the adaptability law at P.L. 2005, c.350, if applicable.
- xvi. Rents of accessory apartments shall be affordable to very low-, low- and moderate-income households as per DCA and UHAC regulations.

- xvii. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental or sale within the affordable housing requirements stated herein.
- xviii. The accessory apartment shall be affirmatively marketed to the housing region in accordance with FAIR HOUSING ACT regulations and UHAC at N.J.A.C.5:80-26.1 et seq.
- xix. Accessory apartment units are exempt from bedroom mix requirements.
- xx. A freestanding accessory building(s) containing accessory apartment units shall conform to the setback requirements for principal buildings in the district.
- xxi. The owner shall submit an affidavit of continuing use every two (2) years to the Borough Clerk of Wenonah.
- xxii. Parking shall be consistent with the parking requirements of Wenonah.
- xxiii. Any property owner applying for an accessory apartment under this section shall affirmatively demonstrate that the accessory apartment is to be rented to and occupied by households meeting DCA's and UHAC's affordable housing criteria.
- xxiv. In the event that the accessory apartment is located in a structure which is detached from the primary residence, the property owner shall explicitly affirm via deed restriction that the property may not be further subdivided to separate the accessory apartment and any associated land as a new building lot unless such subdivision can be accomplished in full accordance with Wenonah's density requirements, minimum setbacks, dimensional requirements, and all other applicable subdivision constraints.
- xxv. If, following completion of the 10-year affordability controls period, an accessory apartment constructed in accordance with this section of the Wenonah Borough Zoning Ordinance is no longer subject to Court requirements or restrictions, the apartment shall be

considered a permitted conditional use subject to the remaining conditions established within this Ordinance section.

2. **Illegal Accessory Apartments:** An illegal accessory apartment shall be eligible for credit if the illegal accessory apartment meets the conditions in Section 1 (b) above. There will be no monetary contribution for existing illegal accessory apartments approved through the program.

3. Program Administration

- i. Wenonah has designated an administrative agent to administer the accessory apartment program.
- ii. The Administrative Agent shall administer the program, in accordance with the terms of this Operating Manual and the Borough's Affordable Housing Ordinance, including advertising, income qualifying prospective renters, setting rents and annual rental increases, maintaining a waiting list, distributing the subsidy, overseeing the securing of certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, filing monitoring reports and affirmatively marketing the accessory apartment program
- iii. The Borough shall provide a subsidy that may be used by the property owner to fund actual construction costs and/or to provide compensation for reduced rental rates. The Borough shall provide \$20,000 each moderate-income unit, \$25,000 each for low-income units, and \$35,000 for the very low-income unit to subsidize the physical creation of an accessory apartment conforming to the Affordable Housing Ordinance and applicable requirements. There will be no monetary compensation for existing illegal accessory apartments approved through the program. Prior to the grant of such subsidy, the property owner shall enter into a written agreement with the Borough ensuring that the subsidy shall be used to create the accessory apartment and the apartment shall meet the requirements of the program.
- iv. The subsidy shall be paid in the following manner:
 - a. 25% of the subsidy shall be paid upon permit and/or zoning approvals and the recording of the Deed Restriction;
 - b. 25% shall be paid to the property owner when, upon the determination of the construction official, the unit is ready for rental
 - c. The remainder of the subsidy shall be paid once a lease is signed with a tenant certified by the Administrative Agent

- v. Applicants intending to create an accessory apartment shall submit to the Administrative Agent, the following:
 1. A sketch of floor plans showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure;
 2. Rough elevations showing the modification of any exterior building facade to which changes are proposed; and
 3. A site development sketch showing the location of the existing dwelling and other existing buildings, all property lines; proposed addition, if any, along with the minimum building setback lines, the required parking spaces for both dwelling units and any manmade conditions which might affect construction.

- vi. The units shall comply with applicable regulations and UHAC with the following exceptions:
 - a. Control periods for rental units (N.J.A.C. 5:80-26.11(a)); accessory apartments will have 10-year controls on affordability;
 - b. Bedroom distribution (N.J.A.C. 5:80-26.4); however, the ordinance shall not restrict the number of bedrooms per unit
 - c. Affordability average (N.J.A.C. 5:80-26.4); however, the maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income;

4. The fees for the completion of a household certification for the first household tenant to sign a lease for a newly approved unit will be paid for by the Borough of Wenonah. All subsequent fees for household certifications after the first tenant done by the Administrative Agent will be paid for by the Property Owner/Landlord.

5. Applicants intending to create an accessory apartment shall submit to Triad Associates, the Administrative Agent:
 - (a) A sketch of floor plans showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure;

- (b) Rough elevations showing the modification of any exterior building façade to which changes are proposed; and
- (c) A site development sketch showing the location of the existing dwelling and other existing buildings; all property lines; proposed addition, if any, along with the minimum building setback lines; the required parking spaces for both dwelling units and any man-made conditions which might affect construction.
- (d) Triad will submit floor plans to the Municipality for approval. Applicant will still need Planning/Zoning Board approval and may need to apply for a Conditional Use Variance.

AFFORDABILITY CONTROLS: In accordance with the Fair Housing Act, renter-occupied households must meet the very low-, low- and moderate-income guidelines as defined by Regional Income Limits for Region 6.

MONITORING AND ENFORCEMENT: Wenonah shall monitor compliance to this agreement and the deed restrictions by reviewing various documents (Certificate of Occupancy, Deed Transfers, etc) and the property in question through periodic contact with the Property Owner and/or their Representatives. Wenonah shall monitor compliance to this agreement and the deed restrictions.

2. Upon compliance with the policies and procedures outlined in this Agreement, the Borough of Wenonah has hereby approved the Property Owner to receive a subsidy of \$_____ for the creation of one (Efficiency, 1, 2 or 3) bedroom, (Very Low, Low, or moderate) income unit at _____, Borough of Wenonah, New Jersey.

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

BOROUGH OF WENONAH

Property Owner

Property Owner

By: Program Administrator

Random Selection Methodology for Housing Lottery

1. Applications were entered into an Excel worksheet as they were received and given a unique "Identifier Number." The ID numbers were arranged in ascending order. This same Identifier Number was written on each Pre-Application.
2. Using Excel's "Sort" feature, the worksheet was sorted in ascending order by the number of bedrooms requested and three separate lottery sheets were established including all those requesting the same number of bedrooms
3. A "Randomizer" column was entered into each of the three worksheets
The Randomizer uses the "RAND" function in Excel to produce a random number that is greater than or equal to 0 and less than 1. {The syntax for the Rand function is: "=RAND()"} Note: The RAND function is a volatile function which is a function that recalculates when you enter any data into any cell, or take any other action.
4. Using Excel's "Sort" feature the worksheet was sorted in ascending order by the "Randomizer" number creating a random list of names, this process was repeated a total of three times to ensure a completely random list.
5. Only the unique identification numbers of individuals interested in the particular municipality or municipal group appeared on these sheets.
6. Using the Excel's "Sort" feature, each of the three worksheets were sorted so the applicants were then separated by Regional Preference order.
7. Individuals were ranked from #1 upward based on their position within the randomly sorted list. A "Lottery Rank" column was completed to reflect the final order.
8. Individuals will be contacted and processed in order of the ranking established by the bedroom size requested.

APPLICATION FOR AFFORDABLE HOUSING (RENTAL)

APPLICANT NAME: _____

CURRENT ADDRESS: _____

CITY, STATE, ZIPCODE: _____

HOME PHONE: _____ WORK PHONE: _____ OTHER: _____

EMAIL: _____

HOUSEHOLD COMPOSITION AND CHARACTERISTICS

1. List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the Head of Household.

#	MEMBER FULL NAME	RELATION	BIRTH DATE	SEX	SOCIAL SECURITY NUMBER
1		Head of Household			
2					
3					
4					
5					
6					

2. Does anyone live with you now who is not listed above: Yes No

3. Do you expect a change in your household composition? Yes No

Explain if you answered yes to either question: _____

4. Are you responsible for paying child support or alimony? This amount will be deducted from your total annual income. Amount Paid Monthly: \$ _____

5. Please identify any special housing needs _____

6. Number of bedrooms requested based on family composition (there must be at least one occupant per bedroom): _____
7. Do you own any real estate? _____
8. Have you sold or given away real property or other assets (including cash) in the past two years? _____

INCOME AND ASSET INFORMATION (employment, unemployment, pension, child support, alimony, SS, SSI, SSDI, etc., etc.. – everything that is a source of income)

MEMBER NO.	SOURCE OF INCOME / TYPE OF INCOME	TOTAL GROSS ANNUAL INCOME

ASSETS

1. List all checking, savings and other bank accounts (including IRAs, 401k's, Keogh accounts, retirements, CD's, etc., etc.) of all household members.

MEMBER NO.	BANK NAME	TYPE OF ACCOUNT	ACCOUNT NUMBER	BALANCE

2. List any/all stocks, bonds, trusts, pensions, or other assets, including a house, and their value, owned by any household member:

-
-
-
-
-

PREVIOUS RENTAL HISTORY OR OWNERSHIP HISTORY

Name and address of your **Present** Landlord or Current Address:

_____	Telephone: _____
_____	How long have you lived here? _____
_____	Reason for leaving? _____

Name and address of your **Former** Landlord or Previous Address:

_____	Telephone: _____
_____	How long did you live there? _____
_____	Reason for leaving? _____

EMPLOYMENT HISTORY

Name and address of Head of Household's present employment:

_____	Telephone: _____
_____	Supervisor's Name? _____
_____	How long have you worked there? _____

Name and address of spouse's or co-head employer:

_____	Telephone: _____
_____	Supervisor's Name? _____
_____	How long have you worked there? _____

APPLICANT CERTIFICATION

I/we certify that if selected to receive assistance, the unit I/we occupy will be my/our only residence. I/we understand that the above information is being collected to determine my/our eligibility. I/we authorize the owner/manager to verify all information provided on this application and to contact previous or current landlords or other sources of credit and verification information which may be released to appropriate Federal, State, or local agencies. I/we certify that the statements made in this application are true and complete to the best of my/our knowledge and belief. I/we understand that false statements or information are punishable under Federal Law.

Signature of Head of Household _____ Date: _____

Signature of Spouse/Co-Head _____ Date: _____

Signature of Administrative Agent _____ Date: _____

We Do Business in Accordance With the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is Illegal to Discriminate against Any Person Because Of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.



The following list refers to documentation (if it applies) that must be provided so we can verify your income and household size. Income for everyone 18 and older must be included.

- Personal identification for all household members (Driver's License or Passport, birth certificate, Soc. Sec. cards, etc.)
- Checking and Savings accounts - 3 full months of statements
- (4) most recent consecutive weekly or (2) bi-weekly pay stubs for all employed household members
- Social Security, SSI, SSDI income: S.S. Computer Printout or Award Letter
- Pension Letter received from pension fund
- Verification of Temporary Assistance for Needy Families (TANF)
- Verification of Support (Child Support and/or Alimony)
- Verification of Unemployment Benefits, Military Pay, Worker's Comp
- 1040 Federal and State Tax Return (full last 2 years, both front & back)
- CD's, 401K's, Pensions, IRA's, Bonds/Stocks , etc. statements
- Real Estate (total value minus any outstanding mortgage balance, closing costs, broker's fees, etc.) and income from real estate or businesses; Mortgage Info and Valuation of current home

STATEMENT OF FACT
AFFORDABLE HOUSING PROGRAM

I, (print name) _____, certify by initialing below that I **do not** either receive the following items or I am not required to file such report or returns.

PLEASE INITIAL EACH ITEM AS IT APPLIES TO YOU.
ONLY INITIAL THE ITEM IF IT IS TRUE.

_____ I do not work

_____ I am not a full-time student

_____ I do not receive any additional earned or unearned income from any source other than what I have already submitted to the Program.

_____ I do not receive any alimony

_____ I do not receive any child support

_____ I am not required to file any Federal or State Income Tax Returns

_____ **I do not have the following:** any checking and savings accounts to include CDs, Money Market Funds, Mutual Funds, Stocks and Bonds and any other assets held by financial institutions other than what I have already submitted to the Program

I further state that I understand eligibility under the this program is based upon household income and failure to disclose and report all income can result in disqualification and/or cancelation and full restitution of any funds expended or received under false pretense.

X _____
Signature

Date

Print Full Name

Address

City/ State/ Zip

CHILD SUPPORT / CHILD CUSTODY / ALIMONY CERTIFICATION

Date: _____

To: **AFFORDABLE HOUSING PROGRAM**

Please be advised that I have Legal Custody of the following listed children and they reside with me on a full-time basis and will continue to reside with me:

Name Soc. Sec.# _____ Date of Birth: _____

Name Soc. Sec.# _____ Date of Birth: _____

Name Soc. Sec.# _____ Date of Birth: _____

If you have custody and receive child support and/or alimony by Court Order, please attach a copy of that order. Attach documentation for all income.

I received the following amounts for Child support: 2020 _____

I expect to receive Child support payment for: 2021 _____

I do not receive Child Support: 2021 _____

I expect to receive Alimony payments for: 2021 _____

I hereby certify that I am the Custodial Parent of the above listed children, and said child/children will reside with me in the affordable unit.

PRINT NAME

X _____
SIGNATURE

To: Borough of Wenonah Administrative Agent

I hereby certify that under the guidelines of the Federal Department of the Treasury, Internal Revenue Service and the State of New Jersey, State Income Tax Return guidelines, I did not file any Income Tax Returns for the following years:

_____2023

_____2024

_____2025

I understand that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies.

Print Name

Signature

Social Security # _____

ENFORCEMENT PROVISIONS

Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, 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.

After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

- 1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - a) A fine of not more than [Insert amount] or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - b) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Millville Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- 2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
 - a) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

- b) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- c) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- e) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- f) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

INCOME CALCULATION				
APPLICANT:				
EMPLOYER		PAY PERIOD		GROSS PAY
PAY PERIOD:	1			\$0.00
	O/T			
PAY PERIOD:	2			\$0.00
	O/T			
PAY PERIOD:	3			\$0.00
	O/T			
PAY PERIOD:	4			\$0.00
	O/T			
TOTAL:				\$0.00
AVERAGE WEEKLY CALCULATION				TOTAL ANNUAL INCOME
\$0.00	x	?	WEEKS =	#VALUE!

ANNUAL INCOME CALCULATION FORM

Name:		Identification No.	
ASSETS			
Family Member	Asset Description	Current Cash Value of Assets	Actual Income from Assets
1		\$0.00	\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9	Net Cash Value of Assets	\$0.00	
10	Total Actual Income from Assets		\$0.00

11 If line 10 is greater than \$5,000, multiply line by ____ {Passbook Rate} and enter results here; otherwise, leave blank \$0.00

ANTICIPATED ANNUAL INCOME					
Family Members	a. Wages/ Salaries	b. Benefits/ Pensions	c. Public Assistance	d. Other Income	
12					\$0.00
13					\$0.00
14					\$0.00
15					\$0.00
16					\$0.00
17					\$0.00
18					\$0.00
19	Totals	\$0.00	\$0.00	\$0.00	\$0.00
20	Total Annual Income				\$0.00

Income Guideline for Household of	
Median Income	
Percentage	#DIV/0!
Monthly	\$0.00
33% monthly	\$0.00

CERTIFICATION OF ELIGIBLE HOUSEHOLD

Dear _____:

The household has submitted an Application for an affordable housing unit that will be restricted for occupancy by low and moderate income-eligible households. The application has been reviewed, and the information has been verified according to office procedures, and has demonstrated that the applicant is income eligible for an affordable housing unit.

THEREFORE, the Administrative Agent hereby certifies the applicant is eligible for an affordable unit according to the household and unit characteristics specified.

Number of Household members: _____ adult(s) + _____ minor(s) = _____ Total Household	
Referred Unit Size:	
Affordable Rent Price: \$ _____	
Referred Unit Address:	
Salary & Fixed Income:	\$ _____
Income from Assets:	\$ _____
Total Household Income:	\$ _____
% of Median	_____ %
Median Income for Household of _____: \$ _____	2025 DCA Maximum Income for Moderate Income Household of _____: \$ _____
HOA Fee:	_____

The landlord will require that you complete a rental application and pay a \$_____ fee for a credit and background check. insert any additional landlord criteria Your security deposit will be \$_____
Please be advised that you must be able to move in within 60 days of lease approval.

Utilities are/are not included in these calculations and are the responsibility of the prospective renter. All housing specifically designated for low and moderate income-eligible households is subject to deed restrictions.

The undersigned hereby states that all information submitted to Triad Associates for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies.

NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLDS WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.

Applicant: _____ Certified by: _____, Administrative Agent

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

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

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

I am aware, as the renter of an Affordable unit that from this date forward, 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 the Department of Community Affairs, and that I can call the Administrative Agent 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 the landlord.

TENANT:

WITNESS:

Signature/Date