

4-Rehabilitation Program

- Funding Schedule
- Rehabilitation Program Manual
- Township's 2023 Small Cities CDBG Program
- Executed contract with CGP&H for the administration of the local rehabilitation program

Rehabilitation Program Funding Schedule

The Township's program has been funded through Small Cities Community Development Block Grants ("CDBG") from the New Jersey Department of Community Affairs for many years. As identified in the Third-Round, the Small Cities funding only provides for the rehabilitation of owner-occupied units. The Township's most recent Small Cities award was in 2025 for \$195,551. The Township will continue to apply for Small Cities grants to fund its program. To address the rehabilitation of renter-occupied units, the program as in the Third-Round, will continue to be funded in part by the Township's Affordable Housing Trust Funds. Should these funding sources be insufficient to address East Winsor's Rehabilitation Share, the Township will address the funding shortfall as noted in its Resolution of Intent to Fund (see Fair Share Plan Appendix).

Based on the Township's 2023 homeownership rate of 65.3% (including one-half of vacancies), the Township anticipates an owner-occupied rehabilitation program of 108 units ($166\text{-unit Rehabilitation Share} \times 65.3\% = 108$). As such, the Township estimates the potential costs of the homeowner component of the program to be \$ 2,160,000 ($108 \times \$20,000 = \$ 2,160,000$) assuming a rehabilitation cost of \$14,000 per unit (\$14,000 hard costs and \$6,000 administration). As discussed earlier, the Township will continue to apply for Small Cities grants to fund this program, which requires a municipal match of the grant funding. The Township anticipates an award of \$195,551 (current 2023 biannual award), with a matching contribution of \$228,445 from the Township Trust Fund, approximately every other year to fund its rehabilitation program. Therefore, the Township anticipates contributing up to \$1,142,225 to match a total estimated Small Cities grant allocation of \$977,775 during the Third Round. This results in a total of \$2,120,000 to fund the owner- occupied portion of the Township's rehabilitation program.

Approximately 35.9% of the Township's occupied housing units were renter-occupied (including one-half of vacancies). Based on this renter occupancy rate, the Township anticipates a renter-occupied rehabilitation program of 58 units ($166\text{-unit remaining Rehabilitation Share} \times 34.7\% = 57.6$, rounded up). As such, the Township estimates the potential costs of the rental portion of the program to be \$1,160,000 ($58 \times \$20,000 = \$1,160,000$) assuming a rehabilitation cost of \$20,000 per unit (\$14,000 hard costs and \$6,000 administration). N.J.A.C. 5:93-5.2(h)1 requires one-third of the total rental rehabilitation program cost to be available within one (1) year of the Court's issuance of a Judgment of Compliance and Repose and one-sixth for each subsequent year. The Township will adhere to the following schedule:

By Winter 2026:	\$380,000
By Each Winter from 2027 through 2035:	\$97,500

Although the Township will ensure the financing of both the renter- and owner-occupied portions of this program, the required funding will also be based on homeowner and tenant demand for the program.

Township of East Windsor

Small Cities Housing Rehabilitation Program

Policies & Procedures Manual

Updated with the 2017 income limits and change in staffing



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Small Cities Housing Rehabilitation Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guideline and procedures which will govern the East Windsor Township Small Cities Housing Rehabilitation Program (SCHRP). The Program is designed to assist properties occupied by low and moderate income households to correct existing interior and exterior health, safety and code violations in their homes in conformity with the standards of the New Jersey State Rehabilitation Subcode N.J.A.C. 5:23-6. Funding is provided by the Small Cities Community Development Block Grant Program, New Jersey Department of Community Affairs Grant Agreement. The Township of East Windsor has retained Community Grants, Planning & Housing, LLC, to administer the Small Cities Housing Rehabilitation Program.

II. ELIGIBLE PARTICIPANTS

A. TARGET AREA

The SCHRP is aimed at scattered site housing rehabilitation of low and moderate- income homeowner households throughout the Township of East Windsor.

B. INCOME LIMITS

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each household's gross annual income must fall below the moderate income guidelines based on family size as shown below. Low and moderate income is defined as the combined household and/or family income that does not exceed the Section 8 Income Limits for the residents of the County of Mercer as determined by the federal Department of Housing and Urban Development (HUD) as shown below and as appended to this manual, or as may be subsequently revised by the agency.

Table 1: Source: federal HUD Section 8 Income Limits effective April 14, 2017

Household Size	Low Income Limit	Moderate Income Limit
1	\$33,400	\$47,600
2	\$38,200	\$54,400
3	\$42,950	\$61,200
4	\$47,700	\$68,000
5	\$51,550	\$73,450
6	\$55,350	\$78,900
7	\$59,150	\$84,350
8	\$63,000	\$89,800

C. Applicant Selection

Applications will be processed on a first-come-first-serve basis, with priority given to emergency rehabilitation situations. In the event that funding requests exceed available resources, the municipality may select rehabilitation projects based on financial need, degree of physical deterioration of the structure, visual impact of rehabilitation, anticipated benefits to low/moderate-income households and other criteria related to the Small Cities program objectives.

The Program will establish a waiting list from the program marketing efforts in Section XI.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

One of the following major systems must be in need of replacement or substantial repair: **roof, electrical, heating, plumbing or sanitary plumbing, lead remediation, and/or structural**. Energy conservation and weatherization improvements are also eligible. The Program must install smoke and CO detectors as required by applicable codes in all houses assisted with program funds. If funding permits, driveways and essential appliances (stoves and refrigerators) are secondary eligible improvements as per HUD memorandum dated January 14, 2011 entitled "Guidance Regarding the Use of CDBG Funds for Washers, Dryers, and Dishwashers." If the owner sells the property after improvement, appliances purchased with the program funds must remain in the property.

The Program Inspector will inspect the property to determine which systems, if any, are substandard. Such improvements must conform with the State Rehabilitation Code (N.J.A.C. 5:23-6). In all situations, funds must first be directed to eliminate code violations and to abate conditions that threaten the life or health of residents.

Funds may be used only for the aforementioned, and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping.

IV. FUNDING TERMS

Funding will be provided on the following terms:

Table 2 Single Family Home Terms & Conditions

Type of Dwelling Unit	Terms and Conditions of Loan	
Owner-Occupied Single Family	Maximum Loan Amount	\$15,000
	Interest Rate	0%
	Payment Terms	Deferred- 100% due upon sale or transfer of title
	Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

Conditions for Repayment

When the owner decides to sell the property, transfer title, or if the owner should die, the owner, heirs, executors or representatives must repay the loan according to the schedule above upon a title change. The one exception is the loan may transfer due to inheritance of low or moderate income family member beneficiary who will take occupancy upon death of program mortgagee. If the unit is rented to anyone for any reason within the lien period, the loan must also be repaid immediately.

General Program Financing / Funding information

No monthly payments will be required on the loan. Payment of the rehabilitation loan is due when the property is sold or transferred. The mortgage and mortgage note will be executed at the time of the pre-construction conference for the value of the rehabilitation work to be done on the unit. The mortgage is then recorded when the rehabilitation work is complete. The Program lien period will commence on the property on the date of the Program's satisfactory final inspection.

Special Needs Waivers

In cases of severe need, the Program will get confirmation of whether or not the homeowner can contribute personal funding and the Program will advise the municipality of the applicant's potential eligibility for other possible funding sources such as U.S.D.A. Rural Development and the Mercer County Housing Rehabilitation Program.

The Program reserves the right to make an exception and allow the expenditure of up to an additional \$2,000 per unit to address code violations. The Program will strive to maintain an average rehabilitation cost to ensure it has sufficient program funds to address the unit goal of the grant agreement. Individual files will be reviewed on a case-by-case basis. Upon Program and municipal approval, a Special Needs Funding Limit Waiver may be issued.

Use of Recaptured Program Funds

Any recaptured funds will be placed in a Revolving Loan Fund designated for the continuation of housing rehabilitation within the Township. Funds will be disbursed on the same terms as the original program or may be used toward future Small Cities match requirements.

V. IMPLEMENTATION PROCESS

A. Application/Interview

The Rehabilitation Coordinator will conduct a telephone interview with each prospective applicant. Program information, guidelines, and application forms will be mailed to the applicant, and each applicant will complete the application form and return it to the Rehabilitation Coordinator with the required verification documents. Upon receipt of the completed application form, a file will be opened for the applicant and a case file number will be assigned to the unit. The Rehabilitation Coordinator will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Rehabilitation Coordinator will be available for prescheduled appointments at Program's local office (refer to section IX).

B. Eligibility Certification

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. The Housing Rehabilitation Program uses HUD's income verification process known as Part 5 which is a standard method of income determination utilized by the Community Development Block Grant Program and Section 8 Program. This system for determining eligibility is the gross amount of income of all adult household members, 18 years of age and older, that is anticipated to be received during the coming 12-month period. Each household must be fully certified as income-eligible before any assistance will be provided by the Program.

What is Considered Income

The following sources of income will be included in the income eligibility determination for each household:

Sources Considered Income	Statement from HUD 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net

	family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <ul style="list-style-type: none"> • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i> • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	<ul style="list-style-type: none"> • Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

What is Not Considered Income

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

Sources Not Considered Income	Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property .
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> • Amounts received under training programs funded by HUD. • Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). • Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. • Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn

Sources Not Considered Income	Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)
	<p>maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.</p> <ul style="list-style-type: none"> Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> The value of the allotment made under the Food Stamp Act of 1977; Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);

Sources Not Considered Income	Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)
	<ul style="list-style-type: none"> • Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; • Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; • Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); • Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; • The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; • Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); • Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; • Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and • Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

Proof of Income

In order to fulfill the documentation requirements of the Program, all members of the applying household, eighteen (18) of age or over, must provide copies of the following documents with their application:

- Four most current pay stubs for each household member who receives income from employment and is 18 years of age or over if applicable.
- 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).
- Social Security, Disability and SSI Benefit Statements or Pension Benefits statement if applicable.

- Copies of Social Security Cards for each household member.
- Receipt for property taxes.
- Copy of current homeowner's insurance declarations page (not the policy or receipt).
- Proof of flood insurance, if property is located in a flood zone.
- A letter or appropriate reporting form verifying any other sources of income claimed such as alimony and child support. This includes separation agreement or divorce papers signed by the presiding judge.
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificate of deposit, stocks or bonds. Examples include copies of all interest and dividend statements for savings accounts, checking accounts, and investments.
- Copy of recorded deed to the property to be assisted.
- Evidence or reports that verify assets such as real estate or businesses owned by any household members;
- If you are a widow or widower, copy of Death Certificate should be included.
- Copy of your most current property tax assessment.
- Signed Eligibility Release form.
- Proof that all mortgage payments are current.
- Copy of any and all liens recorded against the property.

Requirements of Utilities & Taxes Paid Current

All applicants' water/sewer and tax accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up tax and/or water and/or sewer accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Rehabilitation Program Manager, a Special Needs Eligibility Requirements Waiver may be issued.

Certificate of Eligibility

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Rehabilitation 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 Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program. A copy of the Eligibility Determination form will be attached to the Agreement.

The homeowners will be advised of the hazards of lead base paint, via copies of the EPA booklets *How To Protect Your Family From Lead* and *Renovate Right*, at the time they receive the Homeowner/Program Agreement. The homeowner will sign for receipt of these booklets.

C. Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection and photographs will be taken during the inspection to document existing health, safety and code violation conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to strive to bring the home up to code as well as improve the home's weatherization will be identified. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for the scope of work. In the event that not all items can be accomplished due to program funding limits, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The Program's policy is to create Work Write-Ups and Cost Estimates that fall within the Program's funding caps. In cases when the cost to correct all code violations will exceed the program funding limit, the Program will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds, the Program will seek additional funding via the Township of East Windsor and/or other possible funding sources, such as USDA Rural Development and the Mercer County Housing Rehabilitation Program. If additional funding is not available and all code violations cannot be addressed, the priority code violations will be abated first.

When a house is more than 50 years old, the work write-up specifications and photographs will be forwarded to the State Historic Preservation office for review and approval which is needed prior to the signing of the construction agreement.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP) Provisions.

D. Contractor Selection

After the homeowner and the residence have been certified as eligible, and the cost estimate inspection has been completed, the Rehabilitation Coordinator will provide the homeowner with a copy of the work write up and the list of Program contractors. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program contractor list that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program contractor list, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Rehabilitation Coordinator will notify at least three (3) contractors that a bid package for the property is available. The contractor must contact the Rehabilitation Coordinator to obtain a bid package and the contractor must submit a bid to the Rehabilitation Coordinator by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner, the Program Inspector, and the Rehabilitation Coordinator. To be awarded the job, the contractor must pass the criteria referenced in Section VIII (B) Contractor Qualifications.

Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen bid and the lowest responsible bid.

The homeowner signs off on contractor selection. Contractors will be notified of the results of the bids review within one (1) week of the date the contractor selection is finalized.

E. Pre-Construction Conference/Contract Signing

The Rehabilitation Coordinator will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the Program subsidy. The Program lien period will commence on the property on the date of the Program's satisfactory final inspection.

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The contractor will sign for receipt of this information. Additionally, if the scope of work includes lead based paint components, Section VII Lead Base Paint (LBP) Provisions apply.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

Following the Pre-Construction meeting, the Rehabilitation Coordinator will provide the Township Construction Official with a copy of the first three pages of the Construction Agreement which includes an itemized price list of the work, along with the full work write-up.

F. Initiate Township Voucher

After the bid award decision but prior to the Pre-Construction meeting, the Rehabilitation Coordinator will provide the Program's Financial Officer with a copy of the first three pages of the Construction Agreement which includes an itemized price list of the work. The Program's Financial Officer will then provide the Rehabilitation Coordinator with two Township vouchers for the contractor to sign at the Pre-Construction meeting to be held by the Rehabilitation Coordinator for future contractor payments.

The Township voucher will be separated into two potential payments. The Rehabilitation Coordinator will match the payment request up with the Township voucher issued at the Pre-Construction meeting and adjust the payment amount as per the inspection results. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

G. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection. If the work passes satisfactory inspection, the Program's Request for Payment form, approved and signed by the homeowner and the Program Inspector during the inspection, will be submitted to the municipality, along with the contractor signed Township voucher, for placement on the Township's Bill List. For inclusion on the Bill List, the payment request (original documents) must be submitted prior to Noon on the Thursday before the Council meeting/Bill List date. The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For any and all work that includes the lead base paint component, the work must pass lead clearance prior to payment. Refer to Section VII Lead Base Paint (LBP) Provisions.

H. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the Homeowner, Contractor, and Program. The Change Order must be reviewed and approved by the Program Inspector before it is presented to the homeowner for final approval. The Coordinator will forward the executed change order to the Township. The contractor will be notified by the Rehabilitation Coordinator of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment of that unauthorized work.

I. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Rehabilitation Coordinator via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Rehabilitation Coordinator with all required job closeout forms, the contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Request for Payment form will be approved and signed by the homeowner and the Program Inspector during the inspection, to document approval and finalization of work.

For jobs that include the lead base paint component, the contractor must request and pass final lead clearance prior to the Program processing the contractor's final payment. If the lead clearance test fails, the unit has to be cleaned again and retested. The contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance. Refer to Section VII Lead Base Paint (LBP) Provision.

The Rehabilitation Coordinator will submit the signed Request for Payment form, along with the contractor signed Township voucher, for placement on the Township's Bill List. For inclusion on the Bill List, the payment request original documents) must be submitted prior to Noon on the Thursday before the Council meeting/Bill List date. The municipality will forward a copy of the Township issued contractor payments to the Rehabilitation Coordinator for case file records.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$300 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the final inspection which are needed to

inspect corrected deficiencies. Payment for failed final re-inspections are to be made payable to Community Grants, Planning & Housing (CGP&H) prior to scheduling the re-inspection.

Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

J. Payment Structure and Process

The Township's Chief Financial Officer will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price. Upon a satisfactory program inspection, and confirmation from the Rehabilitation Coordinator that all contractor's documents submitted according to program procedures, the Rehabilitation Coordinator will submit the Request for Payment form, with homeowner's and Program Inspector's written approval, a contractor signed Township voucher and if applicable, a copy of the Certificate of Approval to the program's Financial Officer. If acceptable, the payment request will be placed on the upcoming Bill Night agenda.

Homeowner contributions and contractor penalties described in this manual will be applied when applicable during the payment process.

Upon job completion, the combined payments will total the Construction Agreement and Township Voucher amount. Progress and final payments will be made payable to the contractor.

K. Certificate of Approval

A Certificate of Approval issued by the municipal construction official is required to confirm the contractor closed out the rehabilitation construction permit(s) properly. The contractor is to provide the Certificate of Approval to the Rehabilitation Coordinator when requesting the final inspection. The Rehabilitation Coordinator will ensure that a copy of the Certificate of Approval is placed in the case file.

L. Record Mortgage Documentation

At construction completion, the Rehabilitation Coordinator will forward the executed program mortgage to the Township Clerk for recording with the County. The Township Clerk will promptly file the mortgage with the County Clerk.

M. File Closing

The files will be maintained by the Township. Upon construction completion, a program letter will be sent to the homeowner, thanking him/her for participating in the Program. Once the case closeout paperwork is completed including forwarding to the Township the contractor's final payment request and the case's program mortgage for County recording, the Project Coordinator will transfer the program's copy of the complete case file to the municipality.

VI. Emergency Repair Provisions

All income qualified homeowners with emergency health and safety problems are eligible for priority assistance, but only for those repairs necessary to correct the emergency situation.

The Program Administrator shall determine that an emergency situation exists based on the following:

The repair problem is an immediate and serious threat to the health and safety of the building's residents

The problem has been inspected and the threat verified by the appropriate local Building inspector and/or health official

The building is owner occupied and the residents are determined to be income eligible

VII. Lead Based Paint (LBP) Provisions

In accordance with HUD regulations 24 CFR Part 35, all Program assisted homes constructed prior to 1978 will be tested for lead-based paint, and if applicable, be inspected by a certified risk assessor.

Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978
- Emergency action activities
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations
- Properties where all lead-based paint has been identified and removed using approved methods
- Rehabilitation that does not disturb painted surfaces or De Minimis requirements

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction
- What methods will be used to reduce or eliminate the hazards
- Whether or not relocation of occupants is necessary

The type of evaluation and reduction activities required depends on the level of Federal assistance as defined by Federal regulations for HUD programs. The level is determined by

taking the lower of the per unit rehabilitation hard costs or the per unit Federal assistance. Once calculated, the cost determines the level of assistance as exhibited in the table below.

The East Windsor Township Housing Rehabilitation Program cases will fall into the >\$5,000 < \$25,000 category. Emergency cases are exempt.

HUD Regulations 24 CFR Part 35 Subpart J : Required Housing Rehabilitation Activities			
Amount of Program Assistance	< \$5,000	>\$5,000 < \$25,000	>\$25,000
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing of surfaces to be disturbed by rehabilitation	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation. Safe work practices Clearance of work site	Interim Controls Safe work practices Clearance of unit	Abatement Safe work practices Clearance of the unit

A lead hazard evaluation will consist of one or more of the following:

- Paint Testing performed by a New Jersey Certified Inspector
- Risk Assessment performed by a Certified Risk Assessor

The occupants will be notified of the Program's determination. The decision to relocate occupants during work construction is determined by the extent of the rehabilitation and lead hazard reduction work as outlined in HUD Regulations 24 CFR Part 35.1345 under Subpart R. The HUD Handbook 1378 requirements apply for any occupants who are to be temporarily relocated during the construction period.

Prior to the rehabilitation and lead based paint hazard work going out for contractor bids, the Program will determine the type of contractor needed to complete the work required. The lead

paint hazard reduction work will be identified in the work specifications. The Program staff, homeowner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following Interim Controls:

- Paint stabilization. Repair any physical defect in the substrate of a painted surface that is causing paint deterioration, remove loose paint and other material from the surface to be treated, and apply a new protective coating or paint
- Treatment for friction and impact surfaces. Correct the conditions that create friction or impact with surfaces with lead-based paint.
- Treatment for chewable surfaces. If a child under age six has chewed surfaces known or presumed to contain lead-based paint, these surfaces must be enclosed or coated so they are impenetrable.
- Lead-contaminated dust control. All rough, pitted or porous horizontal surfaces must be covered with a smooth, cleanable covering. Carpets must be vacuumed on both sides using HEPA vacuums or equivalent.

Lead-contaminated soil control. If bare soil is lead-contaminated, impermanent surface coverings such as gravel, bark, and sod, as well as land use controls such as fencing, landscaping, and warning signs may be used. The awarded contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection
- Work site preparation
- Daily cleanup
- Safe work practices
- Worker protection

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Lead-based Paint Inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications. If the lead clearance test fails, the unit has to be cleaned again and retested. The contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance.

At the appropriate time, the Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet

- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers)
- Notice of Lead Hazard Evaluation or Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed.

VIII CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will advertise the availability of construction work on the Township's website and display a contractor outreach poster and brochures in the municipal building, including the local construction office. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner's use in selecting rehabilitation contractors. All marketing material will encourage the participation of women- and minority-owned businesses. The contractor outreach material will be forwarded to the NJ Small Business Development Center procurement services for distribution to their list of small business general contractors, including minority and woman owned. The contractor outreach material will also be forwarded to local minority business organizations, if applicable.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Adequate liability insurance, as well as full workman's compensation insurance as required by state regulations; and provide the Rehabilitation Coordinator with a certificate of insurance naming the Program as Certificate Holder;
- At least two favorable references on the successful completion of similar work;
- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.);
- The Contractor State Business Registration Certificate;
- Current Consumer Affairs Home Improvement Contractor license;
- Applicable lead certifications for contractors working on houses built prior to 1978 with lead base paint component(s) as identified in the scope of work must comply HUD 24 CFR part 35 and the EPA RRP Rule regarding certification;

- If applicable, record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.
-

Contractors must complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references will be checked by the Program Inspector before the contractor is awarded a job.

IX. OFFICE HOURS AND LOCATION

The Housing Rehabilitation Program will operate at the following location:

*CGP&H
569 Abbingdon Drive
East Windsor, NJ 08520
Telephone: (609)371-1937
Hours: Monday – Friday
8:30 a.m. - 5:00 p.m. (by appointment)*

X. PROGRAM STAFFING

A. Program Director

East Windsor's Executive Assistant to the Township Manager, Margaret Miloscia, is the Program Director. The Director's job will be to oversee the Program activities and the Consultant's administration, with direction and advice from the Consultant, the Program Director will; maintain the official records and files; execute contract with the Housing Consultant; publish required notices and file applicable certifications; prepare and execute all resolutions, contracts and agreements related to project activities; coordinate interaction among the Municipal Inspector, Program Inspector, Rehabilitation Program Manager, Rehabilitation Coordinators, clerical staff, and attorney as necessary; and review vouchers submitted by the Rehabilitation Program Manager for processing by the Financial Officer.

B. Rehabilitation Program Manager

Corinne Markulin, of CGP&H, is the Rehabilitation Program Manager whose tasks include: perform program marketing, prepare progress reports to Mayor and Township Committee; supervise and assist the Rehabilitation Coordination Team and program inspector as needed, including final review and approval of eligibility determination, progress payments, change orders, and final payments.

C. Rehabilitation Coordination Team

Rehabilitation coordination activities will be provided by CGP&H Rehabilitation Coordination Team of case managers Mary Alice Goss and David Landri. The duties will include, but not be limited to: dissemination of information regarding the Program, receipt and processing of applications; income verification of applicant households; ordering inspections/work write-

ups/cost estimates; preparation of borrower's agreements; notes and mortgages, and construction agreements; preparation of payment vouchers; preparation of a Program contractor list; and meetings with program participants, when applicable, to ensure the successful implementation of the Program.

D. Local Inspector

The municipal Construction Officer will be responsible for the municipal construction permit component of the program.

E. Housing Advisory Committee

A Housing Advisory Committee formed by the Township will be established to decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

F. Program Inspector

CGP&H, LLC staff includes the Program Inspector. Responsibilities of the Program Inspector include but are not limited to: conducting the comprehensive housing inspection; preparing the work write-up/cost estimate; reviewing the submitted bids and approving the contractor selected by the homeowner; making the determination of work write-up line items to be eliminated if necessary, to keep costs within program limits; reviewing and approving any change orders; conducting progress inspection(s) and preparing progress report(s); conducting the final inspection and preparing the final inspection report; and taking "before" and "after" photographs of each housing unit.

G. Lead Inspector

CGP&H will provide the Lead Inspector who will be responsible for performing lead based paint risk assessments on houses built prior to 1978 and preparing the corresponding lead risk assessment report. Additionally the Lead Inspector will incorporate the lead risk assessment findings into the work specifications, as needed. When applicable, the inspector will perform lead clearances and the lead clearance reports.

H. Project Coordinator

Patrice Loehle of CGP&H will serve as the Project Coordinator and her responsibilities will include preparation of the Grant Management Plan, Housing and Community Development Needs Statement and Citizen Participation Plan, prepare the DCA Final Performance Report and provide other program reports and services as needed by Small Cities Regulations.

I. Financial Officer

The Township Chief Financial Officer will serve as the programs Financial Officer. The Financial Officer will be responsible for maintaining the official financial records, processing vouchers for Committee approval and processing draws of the program funds and the distribution of said program funds.

J. Program Attorney

The Township's Attorney will serve as the Program Attorney responsible for the development of all legal documents, agreements and security instruments and for the recording of the executed mortgage documents.

XI. MARKETING STRATEGY

In coordination with the Township, the Program will employ a variety of proven strategies to advertise the program within the Township of East Windsor to establish the program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and brochures
- Place program outreach material on the Township's website
- Place program outreach material on CGP&H's website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc)
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Free local cable TV advertising (when available)
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

XII. MAINTENANCE OF RECORDS AND CLIENT FILES**A. Programmatic Recording**

Programmatic Recordkeeping is the responsibility of the Program Director. These files will include the policies and procedures manual; and DCA required reports; related contracts; etc.

B. Participant Record keeping

The Rehabilitation Coordinator will be responsible for ensuring that individual files for each unit are established and maintained. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Proof of ownership
- Income verification
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard Work Specifications/Cost Estimate aka Work Write-Up
- Lead Risk Assessment Report (if applicable)
- SHPO concurrence, for applicable properties
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage, Mortgage Note and Notice of Right of Rescission
- Homeowner Lead-Based Paint Certification
- Contractor Lead-Based Paint Certification
- Change orders, if any
- Work progress and final inspection reports
- Copy of Municipal vouchers and related payment documentation
- Photographs (Before and After)
- Lead Clearance Report, if applicable

- Close-out documents
- Certification of Approval

C. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Financial Officer. Local record keeping will include vouchers, payments, drawdowns and payments from loan recipients, in addition to the requisite journals and ledgers.

XIII. APPEALS PROCESS

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, the Housing Advisory Committee will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

If the reason for the mediation is due to the homeowner's refusal to pay the contractor and work has been done to work specification and to the satisfaction of the Program Inspector and the Rehabilitation Program Manager, the Rehabilitation Program Manager may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

XIV. CONCLUSION

If the procedures described in this manual are followed, the Township of East Windsor's Housing Rehabilitation Program should continue to operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Housing Rehabilitation Program.

XV. AMENDMENT #1 Manufactured / Mobile Homes

Manufactured / Mobile Homes are eligible for program assistance. The standard program procedures apply except for the differences identified in the table below.

Process	Standard House (with land ownership)	Manufactured / Mobile Home
Program Lien	Via recorded mortgage on property	Via lien holder on Division of Motor Vehicle Certificate of Title
Construction/Housing Codes	N.J.A.C. 5:28 and 5:23-6	HUD 32.80

XV. LIST OF PROGRAM FORMS

Application Transmittal Letter

Program Information Handout

Application for Assistance

Eligibility Release Form

Checklist

Special Needs Waiver (Eligibility Requirements)

Special Needs Waiver (Exceed Program Limit)

Certification of Eligible Household

Eligibility Determination Form

Notification of Eligibility

Notification of Ineligibility

Homeowner/Program Agreement

Certificate of Substandard

Certificate of Substandard – Emergency Situation (if applicable)

Letter: forward lead hazard evaluation notice to homeowner

Letter: forward work write-up and contractor list to homeowner

Work write-up review form

Request for Rehabilitation Bid

Affidavit of Contractor

Contractor's List of Subcontractors

Bid Tabulation/Contractor Selection

Construction Agreement

Mortgage

Mortgage Note

Notice of Right of Rescission

Homeowner's Lead Based-Paint Information Receipt Confirmation

Contractor's Lead-Based Paint Certification

Notice to Proceed

Contractor's Request for Final Inspection

Change Order Authorization (if applicable)

Notice of Lead Hazard Reduction Activity including Clearance

Certificate and Release

Closeout Statement

**EAST WINDSOR TOWNSHIP
HOUSING REHABILITATION PROGRAM
MORTGAGE**

This Mortgage is made and dated 12/18/2014
between

[REDACTED]
857 Jamestown Road
East Windsor, NJ 08520

(from now on called the "Borrower")
and

EAST WINDSOR HOUSING REHABILITATION PROGRAM
c/o East Windsor Township
16 Lanning Boulevard
East Windsor, New Jersey 08520

(from now on called the "Lender")

Program Case Number 52

The words Borrower and Lender include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and Note it secures. The word lender includes (a) the original Lender and (b) anyone who takes this Mortgage by transfer or assignment.

NOTE: The Borrower is borrowing the sum of \$15,000.00 (the Principal) from the Lender. In return of this loan, the Borrower has signed a Note dated **12/18/2014** (the Note).

MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of principal under the terms of the Note. The Borrower mortgages, grants, and conveys to the Lender all of the land, buildings and other improvements (now or in the future erected) owned by the Borrower and located at **857 Jamestown Road**, East Windsor, being also described as Block #14, Lot #857, on the official tax map in and for the Township of East Windsor, in the County of Mercer and State of New Jersey, (the Property), the legal description of which is as detailed in annexed "Schedule A".

SUBORDINATE MORTGAGE: This property may also be subject to a senior Mortgage(s). The senior mortgage(s) are additional liens identified and filed prior to the time of the signing of this Mortgage.

MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end.

SCHEDULE "A"

ALL that certain lot, parcel or tract of land, situate and lying in the Township of East Windsor, County of Mercer and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Northwestern corner of Tax Lot 857 Block 14, said point being on the common dividing line between Tax Lots 857 and 858, Block 14 and running thence .

- (1) Along a portion of lot 858, South 06 degrees 42 minutes 10 seconds West, passing to, through and beyond a common partition wall dividing the house and lot herein described from the house and lot adjoining on the West, a distance of 80.00 feet to a point; thence
- (2) South 83 degrees 17 minutes 50 seconds East, a distance of 22.67 feet to a point, corner to lot 856; thence
- (3) Along a portion of lot 856, North 06 degrees 42 minutes 10 seconds East, passing to, through and beyond a common partition wall dividing the house and lot herein described from the house and lot adjoining on the East, a distance of 80.00 feet to a point; thence
- (4) North 83 degrees 17 minutes 50 seconds West, a distance of 22.67 feet to the point and place of BEGINNING.

SAID above described tract of land being known as Lot 857, as shown on a map entitled "Twin Rivers Property Plat, Fourth Quad", filed in the Mercer County Clerk's Office on May 10, 1975 as Map No. 2184-A.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 857, Block 14, page 23.07 on the Township of East Windsor Tax Map.

BEING the same land and premises conveyed to [REDACTED], from [REDACTED]
[REDACTED] by deed dated December 22, 1998 and recorded April 12, 1999 in the Mercer County Clerk's Office in book of deed DB3575, page 001.

The Borrower agrees to these terms:

1. The Borrower shall comply with all of the terms of the Note and this Mortgage.
2. The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
3. The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and other charges against the Property when due.
4. The Borrower shall pay or satisfy the principal under the terms of the Note.
5. The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonable require. The insurance company, agent or broker, amounts or coverage, and forms of all policies must be acceptable to the Lender.
6. The Borrower shall keep the Property in good repair and shall not damage, destroy or abandon the property.
7. This Mortgage is a lien of the Lender against the Property for the payment of this Note. Except for the First Mortgage, the Borrower shall not allow any superior lien against the Property.
8. The Borrower shall pay all payments due on all liens on the Property and not violate any term of any other Mortgage.
9. This Mortgage is binding on the Borrower, his or her heirs and personal representatives.
10. All notices under this Mortgage must be in writing by personal delivery, or certified mail, return receipt requested.
11. On payment of the principal under the terms of the Note, the Lender shall execute a cancellation of this Mortgage.
12. The Borrower agrees to this Mortgage by signing the following page.

Witnessed or attested by:

Program Inspector

(Seal)

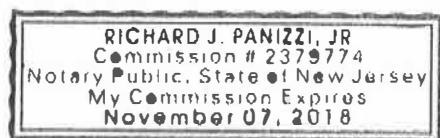
(Seal)

STATE OF NEW JERSEY)

ss.:

COUNTY OF MERCER

BE IT REMEMBERED, that on this **12/18/2014**, before me, the subscriber, an attorney-at-law of the State of New Jersey, or a notary public of the State of New Jersey, personally appeared [REDACTED] who I am satisfied (is) (are) the Mortgagor(s) mentioned in the within instrument and thereupon signed this document. This person(s) acknowledged signing, sealing and delivering this document as (their) (his) (her) own voluntary act and deed for the uses and purposes therein expressed.



Notary Public

TO THE CLERK OF MERCER COUNTY: This Mortgage is fully paid and satisfied. I authorize you to cancel it of Record.

EAST WINDSOR HOUSING REHABILITATION PROGRAM

By: _____, Mayor of East Windsor Township

Attest:

East Windsor Township Administrator

I certify that the Lender's signatures are genuine.

(Notary Public, NJ)

Record & Return to:

East Windsor Township Municipal Building
Attn: Township Administrator
16 Lanning Boulevard
East Windsor, NJ 08520

Dear Friend:



Mercer County is offering assistance to income eligible homeowners through two programs, Housing Rehabilitation Program and Helping Hands for Seniors Program. These programs offer assistance for repairs and improvements to the homes of qualifying residents. Safety, health and/or municipal code violations will be targeted.

These programs offer the opportunity to maintain a safe and functioning living environment for eligible families.

The Mercer County Consortium is able to provide financial assistance with funds provided by the United States Department of Housing & Urban Development (HUD). The Mercer County Consortium acquired these funds as part of the HOME Investment Partnerships Program Grant.

If you are interested in participating in either one of these programs, I invite you to contact the Mercer County Office of Housing & Community Development at (609) 989-6858 to determine your eligibility to receive assistance.

Sincerely,

Brian M. Hughes
County Executive

Kelvin S. Ganges
Chief of Staff

Andrew A. Mair
County Administrator

Anthony P. Carabelli, Jr.
Director

**Economic Development &
Sustainability**

Edward M. Pattik, Director
**Housing & Community
Development**



**MERCER COUNTY BOARD
OF CHOSEN
FREEHOLDERS**

Ann M. Cannon
John A. Cimino

Pasquale "Pat" Colavita, Jr.

Samuel T. Frisby

Andrew Koontz

Anthony Verrelli

Lucille R.S. Walter

Mercer County



Housing Rehabilitation Program & Helping Hands for Seniors



County of Mercer
Housing & Community Development
640 South Broad Street—Room 109
Trenton, New Jersey 08650
(609) 989-6858 (609) 989-0306 fax
www.mercercounty.org



HOUSING

REHABILITATION PROGRAM

The purpose of the Residential Rehabilitation Program is to provide moderate rehabilitation to owner-occupied low and moderate income households. Assistance is provided in the form of technical and financial assistance in the maintenance, repair, and modification of homes. Financial assistance is provided in the form of an interest free deferred loan. Repayment is due in full upon transfer of title.

ELIGIBILITY REQUIREMENTS

- Applicants must reside within the eligible municipalities.
- Applicants must own the home and be their primary residence.
- Applicant's income may not exceed the income guidelines listed below.
- Applicants must be able to supply a copy of their current Homeowners Insurance Declaration Page.
- Property taxes must be current.
- Property value cannot exceed 95% of median purchase price for municipality.
- Work to be done must exceed \$1,000.
- Property must meet Federal Housing Quality Standards and State and Local Code.

GROSS ANNUAL INCOME LIMITS

Family Size	Annual Household Income
1	\$50,350
2	\$57,550
3	\$64,750
4	\$71,900
5	\$77,700
6	\$83,450
7	\$89,200
8	\$94,950

HELPING HANDS FOR SENIORS

The purpose of the Helping Hands for Seniors Program is to assist the elderly with the maintenance, repair, and modification of their home by providing technical and financial assistance. Applicants must be 65 years of age or older to qualify. Seniors can receive up to \$3,000 in form of a grant. All other eligibility requirements are the same as the Housing Rehabilitation Program except for eligible income limits. The Helping Hands for Seniors income guidelines are as follows:

GROSS ANNUAL INCOME LIMITS

Family Size	Annual Household Income
1	\$41,580
2	\$47,520
3	\$53,460
4	\$59,340
5	\$64,140
6	\$68,880
7	\$73,620
8	\$78,360

ELIGIBLE PROPERTY

Any property that will serve as the prospective homeowner's principal residence must include one of the following housing types:

- a single family property (one unit)
- a two-to-four unit property
- a condominium unit
- a cooperative unit
- a manufactured home

MAXIMUM PROPERTY VALUE

The value of any homebuyer/homeowner-occupied property may not exceed 95 percent of the median purchase price for that type of single family housing for the Trenton-Ewing, NJ Metropolitan Statistical Area. The FY 2017 existing housing limits are based on combining two data sources: (1) FHA data purchase price of existing insured by FHA; (2) Federal Housing Finance Agency (FHFA) data on purchase mortgages securitized by Fannie Mae and Freddie Mac. The median sales price reported is \$231,500.00

Mercer County 95% limit 1-Unit: \$220,000.00.

PROGRAM FEATURES

- Assist with improvements and repairs
- Address health and safety issues
- Correct code violations

HOW TO APPLY

Homeowners may submit an application to the Mercer County Housing Office by calling Rick Johnson, Program Manager at (609) 989-6858. Applications can also be received by visiting our website at www.mercercounty.org

APPLICATION PROCESS

Mercer County will review the application for eligibility requirements.

All applicants will be placed on a waiting list.

Environment Review Performed

Initial inspection will be scheduled.

Housing Inspector will prepare specifications.

Owners will be required to solicit three bids.

Owner will hire contractor to perform work.

Final inspection will take place.


Contractor receives payment for work.

ELIGIBLE MUNICIPALITIES

- East Windsor Twp.
- Hamilton Twp.
- Hopewell Twp.
- Lawrence Twp.
- Princeton
- Ewing Twp.
- Hightstown Twp.
- Hopewell Boro.
- Pennington Boro.
- Robbinsville Twp.
- West Windsor Twp.

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 / [DCA Awards \\$6.45 Million in Small Cities Community Development Block Grants](#)

DCA Awards \$6.45 Million in Small Cities Community Development Block Grants

 Posted on: 07/7/2023

Grants to Fund Community Improvements in Small Cities throughout New Jersey

TRENTON, NJ – The New Jersey Department of Community Affairs (DCA) today announced the award of \$6,452,409 in Small Cities Community Development Block Grants (CDBG) to non-entitlement municipalities and counties in New Jersey. The 19 grants are going to 16 municipalities in nine counties. DCA's Division of Housing and Community Resources receives, distributes, and administers these federal grant funds for the State of New Jersey.

"Small Cities CDBG grants are an effective way to help municipal and county governments address housing rehabilitation, capital improvements, and economic development efforts," **said Lieutenant Governor Sheila Oliver, who serves as DCA Commissioner.** "The projects funded by these grants will make a positive, appreciable difference in the smaller-sized communities that benefit from them."

Awards in this year's application cycle will provide funding for worthwhile projects that include improvements at parks, recreation facilities, and municipal buildings to make them more accessible to disabled persons in compliance with the Americans with Disabilities Act (ADA); upgrade to infrastructure; and the rehabilitation of housing for low- and moderate-income residents.

Small Cities CDBG grants provide direct assistance to eligible municipalities and counties for housing rehabilitation, public facility improvements, community revitalization, and economic development. Funding for the Small Cities CDBG Program is provided by the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant Program. Only non-entitlement, less-populated communities and counties that do not receive direct funding from HUD are eligible for the Small Cities CDBG program.

Municipalities receiving Small Cities grants design their own projects and funding priorities. These locally developed projects are required to meet at least one of the three federal national objectives which include:

1. Activities that benefit low- and moderate-income persons;
2. Assistance in the prevention or elimination of slums or blight; and
3. Urgent community development needs due to existing conditions that pose a serious and immediate threat to the health or welfare of a community where other financial resources are not available to meet such need.

A description of the grant recipients and projects are listed below:

2023 Small Cities Community Development Block Grant Awards

Grantee Name	County	Project Title	Project Description	Award Amount
Cape May City	Cape May	ADA Compliance - City Beachfront/Convention Hall Access	Improve accessible beachfront travel by purchasing beach mats to create ADA compliant walkway parallel to the water, plus creating an event space at Convention Hall for use by persons using wheel chairs, walkers and scooters.	\$400,000
Carneys Point Township	Salem	ADA-Compliant Improvements to Dunn's Park	Provide ADA-compliant improvements to Dunn's Park.	\$380,000
Dennis Township	Cape May	ADA Improvements for Dennis Township Recreation Center	Remove mobility barriers at the Dennis Township Recreation Center that hinder access by the disabled and handicapped in order to comply with the ADA.	\$347,485

Downe Township	Cumberland	Downe Township Housing Rehabilitation	Rehabilitate approximately 12 low-income housing units.	\$200,000
East Windsor Township	Mercer	East Windsor Township Housing Rehabilitation Program	Correct code violations in housing units occupied by low- and moderate-income residents.	\$ 195,551
Egg Harbor City	Atlantic	ADA Improvements at Egg Harbor City Lake Park	Construct ADA improvements at Egg Harbor City Lake Park, including handicapped parking, beach access, and removal of architectural barriers in the restrooms.	\$400,000
Fairfield Township	Essex	Fairfield Township Home Rehabilitation	Rehabilitate approximately 12 low-income housing units.	\$200,000
Fairfield Township	Essex	Fairfield Township Senior Center Improvements	At the municipal senior center, create a food pantry storage room, improve existing restrooms, upgrade the existing kitchen, provide ADA access to the basement, and create a crafts area and computer lab in the basement.	\$400,000
Gloucester City	Camden	Division Street Reconstruction	Replace the water and combined sewer mains and reconstruct the roadway curb to curb including ADA ramps on Division Street between 6th and 7th Streets.	\$400,000
Lower Township	Cape May	Villas Storm Outfalls Phase 1	Alleviate flooding by replacing ineffective storm water outfalls at Shadeland Avenue, Broadway Avenue, Wildwood Avenue, Arbor Avenue, Spruce Avenue and Woodland Avenue.	\$400,000
Middle Township	Cape May	Del Haven Water Lateral Connection Assistance Program	Assist income-qualified primary residence homeowners to connect their homes to the new Del Haven public water system by providing forgivable loans to reduce connections costs.	\$ 395,551
Middle Township	Cape May	ADA Compliance Clarence Davies Recreation Complex	Install an improved surface area and additional inclusive play equipment at the Clarence Davies Recreation Complex in Goshen.	\$400,000
Palmyra Borough	Burlington	Borough of Palmyra Housing Rehabilitation Program	Continue the borough-wide housing rehabilitation program.	\$ 195,551
Sussex Borough	Sussex	Install Electricity and Provide Instrumentation Improvements	Installation of an electrical supply to the water tower for a generator and instrumentation improvements for the utility system.	\$400,000
Upper Deerfield Township	Cumberland	Upper Deerfield Township Housing Rehabilitation Program	Rehabilitate approximately 12 low-income housing units.	\$ 195,551
Upper Deerfield Township	Cumberland	Recreation ADA Compliance - Phase V	Complete ADA improvements by removing architectural barriers at the Seabrook Recreation Complex and install an emergency generator at the Township Senior Center to support its role as a hot weather cooling center.	\$400,000
Washington Borough	Warren	Warren Housing Opportunities, Inc. - Building Improvement	Assist the Warren Housing Opportunity, Inc. in conjunction with the ARC of Warren County to make structural, drainage and energy efficiency improvements to a group home apartment building.	\$400,000
Wildwood City	Cape May	Removal of Architectural Barriers to Accessibility	Remove architectural barriers to accessibility at East Spicer Avenue and the Boardwalk through the construction of an ADA-compliant access ramp.	\$400,000

Wildwood Crest Borough	Cape May	ADA Compliance - Borough Hall - 6101 Pacific Avenue	Remove architectural barriers that hinder mobility for the disabled at the Borough Hall.	\$ 342,720
			19 Approved Applications Total:	\$6,452,409

More information about the Small Cities CDBG Program can be found at <https://www.nj.gov/dca/dhcr/offices/cdbg.shtml>

The Division of Housing and Community Resources is committed to strengthening neighborhoods through the delivery of affordable housing and supportive services and to providing financial and technical assistance to municipalities, community action agencies, and other nonprofit organizations for community and economic development projects that improve the quality of life for residents, especially those who are vulnerable and disadvantaged.

DCA offers a wide range of programs and services, including local government management and finance, affordable housing production, disaster recovery and mitigation, building safety, community planning and development, fire safety, historic preservation, and information privacy.

For more information about DCA, visit <https://nj.gov/dca/> or follow the Department on social media:



Related Links

[Small Cities CDBG Program](#)

[Division of Housing and Community Resources](#)

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Small Cities Housing Rehabilitation Program

Policies and Procedures Manual

Township of East Windsor
New Jersey

Created November 14, 2022

Prepared by:



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Housing Rehabilitation Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guideline and procedures which will govern the East Windsor Township Housing Rehabilitation Program (HRP). The Program is designed to assist income eligible owner-occupied single family properties to correct existing interior and exterior health, safety and code violations in their homes in conformity with the standards of the New Jersey State Rehabilitation Subcode N.J.A.C. 5:23-6. Funding is provided by the Small Cities Community Development Block Grant Program, New Jersey Department of Community Affairs Grant Agreement # to be determined. The Township of East Windsor is retaining Community Grants, Planning & Housing, LLC, to administer the Housing Rehabilitation Program.

II. ELIGIBLE PARTICIPANTS

A. TARGET AREA

The HRP is aimed at scattered site housing rehabilitation of income eligible owner-occupied single-family properties throughout the Township of East Windsor.

The DCA requires Small Cities Programs to have provisions to include housing rehabilitation services for manufactured/mobile homes. The standard program procedures apply except for the differences identified in the below table:

Procedure	Standard House (with land ownership)	Manufactured / Mobile Home
Paid Current	Property taxes	Land/Pad Lease
Program Lien	Via recorded mortgage on property	Via lien holder on Division of Motor Vehicle Certificate of Title
Construction/Housing Codes	N.J.A.C. 5:28 and 5:23-6	HUD 32.80
Loan Terms	50% Deferred/ After 10 years 50% Forgiven. In other words, upon sale, title transfer or rental: Years 1 through 10: original principal is due. After Year 10: 50% of the original loan is due.	50% Deferred/ 50% Forgivable upon sale, title transfer or rental because mobile homes typically depreciate in value.

B. INCOME LIMITS

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each household's gross annual income must fall below the low income guidelines based on family size as shown in Appendix A. Low and very low income is defined as the combined household and/or family income that does not exceed the Section 8 Income Limits for the residents of the County of Mercer as determined by the federal Department of Housing and Urban Development (HUD) as appended to this manual, and will annually be updated by HUD as documented via this link:

<https://www.huduser.gov/portal/datasets/il.html>

C. Applicant Selection

Applications will be processed on a first-come-first-serve basis, with priority given to the homeowner applications received during the state DCA Small Cities CDBG grant application and to emergency rehabilitation situations. In the event funding requests exceed available resources, the Project Director may select rehabilitation projects based on financial need, degree of physical deterioration of the structure, visual impact of rehabilitation, anticipated benefits to income eligible households and other criteria related to Small Cities program objectives.

The Program will establish a waiting list from the program marketing efforts in Section XI.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

One of the following major systems must be in need of replacement or substantial repair: **roof, electrical, heating, plumbing or sanitary plumbing, lead based paint hazards, and/or structural**. Energy conservation and weatherization improvements are also eligible. The Program must install smoke and CO detectors as required by applicable codes in all houses assisted with program funds. If funding permits, driveways and essential appliances (stoves and refrigerators) are secondary eligible improvements.

The Program Inspector will inspect the property to determine which systems, if any, are substandard. Such improvements must conform with the State Rehabilitation Code (N.J.A.C. 5:23-6). In all situations, funds must first be directed to eliminate code violations and to abate conditions that threaten the life or health of residents.

Funds may be used only for the aforementioned, and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives.

B. Ineligible Improvements

- Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), carpet, solar panels, generators, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. The Program does not reimburse for previously completed work or for work that is currently underway and/or performed by property owners. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

IV. FUNDING TERMS

Funding will be provided on the following terms:

Table 1 Single Family Home Terms & Conditions

Type of Dwelling Unit	Terms and Conditions of Loan	
Owner-Occupied Single Family	Maximum Loan Amount	\$25,000
	Interest Rate	0%
	Payment Terms	50% Deferred, 50% Forgiven. Upon sale, title transfer or rental: Years 1 through 10: original principal is due. After Year 10: 50% of the original loan is due.
	Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

Conditions for Repayment

When the owner decides to sell the property, transfer title, or if the owner should die, the owner, heirs, executors or representatives must repay the loan according to the schedule above upon a title change. The one exception is the loan may transfer due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the balance of the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary. If the unit is rented to anyone for any reason within the lien period, the loan must also be repaid immediately.

General Program Financing / Funding information

No monthly payments will be required on the program loan. Payment of the rehabilitation loan, according to the terms in the above chart, is due when the property is sold or transferred. The mortgage and mortgage note will be executed at the time of the pre-construction conference for the value of the rehabilitation work to be done on the unit. The mortgage is then recorded when the rehabilitation work is complete. The mortgage will be modified for applicable change order(s), if any.

Special Needs Waivers

In cases of severe need:

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP), a locally funded Township Home Improvement Program and/or the Mercer County Housing Rehabilitation Program.
- The Program reserves the right to make an exception and allow the expenditure of additional funding per unit to address code violations, lead paint remediation and/or State Historic Preservation Office (SHPO) requirements. Individual files will be reviewed on a case-by-case basis. Upon Program and municipality approval, a Special Needs Funding Limit Waiver may be issued. The Program will strive to maintain an average rehabilitation cost to have sufficient program funds to address the unit goal of the grant agreement.

Use of Recaptured Program Funds

Any recaptured funds will be placed in a Revolving Loan Fund designated for the continuation of housing rehabilitation within the Township. Funds will be disbursed on the same terms as the original program or may be used toward future Small Cities match requirements.

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Rehabilitation Coordinator pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed, applicant's choice, to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Rehabilitation Coordinator, along with the required verification documents.

Upon receipt of the completed application form, a file will be opened for the applicant and a case file number will be assigned to the unit. The Rehabilitation Coordinator will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Rehabilitation Coordinator will be available for prescheduled appointments at either the East Windsor Township municipal building or CGP&H's office in Cranbury (refer to section IX).

B. Eligibility Certification

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. The Housing Rehabilitation Program uses HUD's income verification process known as Part 5 which is a standard method of income determination utilized by the Community Development Block Grant Program and Section 8 Program. This system for determining eligibility is the gross amount of income of all adult household members, 18 years of age and older, that is anticipated to be received during the coming 12-month period. Each household must be fully certified as income-eligible before any assistance will be provided by the Program.

What is Considered Income

The following sources of income will be included in the income eligibility determination for each household:

Sources Considered Income	Statement from HUD 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: <ul style="list-style-type: none"> • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).

	<p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i> • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	<ul style="list-style-type: none"> • Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

What is Not Considered Income

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

Sources Not Considered Income	Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property.
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).

7 Housing Rehabilitation Program Policies and Procedures Manual

Sources Not Considered Income	Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> • Amounts received under training programs funded by HUD. • Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). • Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. • Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. • Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

Sources Not Considered Income	Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> • The value of the allotment made under the Food Stamp Act of 1977; • Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); • Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; • Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; • Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); • Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; • The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; • Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); • Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;

**Sources Not
Considered
Income****Statement from HUD 24 CFR 5.609 paragraph (c) (April 1, 2004)**

- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

Proof of Income

In order to fulfill the documentation requirements of the Program, all members of the applying household, eighteen (18) of age or over, must provide copies of the following documents with their application:

In order to fulfill the documentation requirements of the Program, all members of the applying household, eighteen (18) of age or over, must provide copies of the following documents with their application:

- Four most current pay stubs for each household member who receives income from employment and is 18 years of age or over if applicable.
- 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). Alternatively, applicants have the option of providing tax return transcripts for the past three years. Tax return transcripts can be obtained free of charge via the IRS website <https://www.irs.gov/individuals/transcript-types-and-ways-to-order-them>, by calling 1-800-908-9946 or by mail via IRS Form 4506-T.
- Social Security, Disability and SSI Benefit Statements or Pension Benefits statement if applicable.
- A letter or appropriate reporting form verifying any other sources of income claimed such as alimony and child support. This includes separation agreement or divorce papers signed by the presiding judge.
- Reports from the last three consecutive months that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificate of deposit, stocks or bonds. Examples include copies of all interest and dividend statements for savings accounts, checking accounts, and investments.
- Evidence or reports that verify assets such as real estate or businesses owned by any household members;
- Copy of current homeowner's insurance declarations page (not the policy or receipt).

- Proof of flood insurance, if property is located in a flood zone.
- Copy of recorded deed to the property to be assisted.
- If widow or widower and deceased spouse listed on deed, copy of Death Certificate to be included.
- Proof that all mortgage payments are current, if applicable.
- Copy of any and all liens recorded against the property.
- Signed Eligibility Release form.
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.)

Requirements of Utilities & Taxes Paid Current

All applicants' municipal utilities and tax accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up tax and/or sewer accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Rehabilitation Program Manager, a Special Needs Eligibility Requirements Waiver may be issued.

Certificate of Eligibility

After the Rehabilitation Coordinator has determined that the household is income eligible and meets all other eligible requirements, the Rehabilitation 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 Rehabilitation Coordinator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program. A copy of the Eligibility Determination form will be attached to the Agreement.

The homeowners will be advised of the hazards of lead-based paint, via copies of the EPA booklets *How To Protect Your Family From Lead* and *Renovate Right*, at the time they receive the Homeowner/Program Agreement. The homeowner will sign for receipt of these booklets.

C. Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection and photographs will be taken during the inspection to document existing health, safety and code violation conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to strive to bring the home up to code as well as improve the home's weatherization will be identified. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for the scope of work. In the event that not all items can be accomplished due to program funding limits, the Program Inspector will establish a priority

repair system which addresses the code violations before the non-code violations. The Program's policy is to create Work Write-Ups and Cost Estimates that fall within the Program's funding cap. In cases when the cost to correct all code violations will exceed the program funding limit, the Program will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds, the Program will seek additional funding via the Township of East Windsor and/or other possible funding sources. If additional funding is not available and all code violations cannot be addressed, the priority code violations will be abated first.

When a house is more than 50 years old, the work write-up specifications and photographs will be forwarded to the State Historic Preservation office for review and approval which is needed prior to the signing of the construction agreement.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP) Provisions.

D. Contractor Selection

After the homeowner and the residence have been certified as eligible, and the cost estimate inspection has been completed, the Rehabilitation Coordinator will provide the homeowner with a copy of the work write up and the list of Program Contractors. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any Contractors currently on the Program Contractor list that the homeowner does not wish to have notified of the availability of the proposal package. If the homeowner wishes to solicit a proposal from a Contractor not currently on the Program Contractor list, the homeowner will provide the Contractor's name, address and telephone number on the Work Write-Up Review Form. Any Contractors that have not been previously qualified are eligible to participate but must submit their qualifications and pass the Contractor vetting process to be considered for award of a construction job.

The Rehabilitation Coordinator will notify at least three (3) Contractors that a proposal package for the property is available. The Contractor must contact the Rehabilitation Coordinator to obtain a proposal package and the Contractor must submit a proposal to the Rehabilitation Coordinator by the submission deadline (usually within three (3) weeks of the date of the proposal notification letter). All submitted proposals will be opened and recorded by the Rehabilitation Coordinator at a meeting open to all interested parties.

The submitted proposals will be reviewed by the homeowner, the Program Inspector, and the Rehabilitation Coordinator. To be awarded the job, the Contractor must pass the criteria referenced in Section VIII (B) Contractor Qualifications.

Generally, the lowest responsible bid from a qualified Contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen bid and the lowest responsible bid.

The homeowner signs off on Contractor selection. Contractors will be notified of the results of the proposals review within one (1) week of the date the Contractor selection is finalized.

E. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and Contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the Contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and Contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and Contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the Program subsidy. The Program lien period will commence on the property on the date of the Program's satisfactory final inspection.

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check (valid for a minimum of 180 days) or USPS money order (no expiration date) made payable to the Contractor. The check will be held by the Program and will be applied towards the Contractor's first progress payment.

The Contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.U.S.C 483 1 (b)). The Contractor will sign for receipt of this information. Additionally, if the scope of work includes lead-based paint components, Section VII Lead Base Paint (LBP) Provisions apply.

Following the Pre-Construction meeting, the Rehabilitation Coordinator will provide the Township Construction Official with a copy of the first three pages of the Construction Agreement which includes an itemized price list of the work, along with the full work write-up.

It is the Contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

F. Initiate Township Voucher

The Rehabilitation Coordinator will provide the Township with documentation needed for the Township to issue the Purchase Order for the Contractor's future payments. This will include a copy of the first three pages of the Construction Agreement which identifies the homeowner, the property and the Contractor; and an itemized price list of the work.

For a Contractor's first job in the Program, the Rehabilitation Coordinator will also submit to the municipal copies of the Contractor's business registration and W-9 form.

G. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the Contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the

Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection. If the work passes satisfactory inspection, the Rehabilitation Coordinator will follow the procedures spelled out in *Section V subsection J Payment Structure and Process* to process a Contractor's progress payment request.

The Program Inspector will notify the Contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the Contractor's request for the next inspection.

For any and all work that includes the lead base paint component, the work must pass lead clearance prior to payment. Refer to Section VII Lead Base Paint (LBP) Provisions.

H. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the Homeowner, Contractor and Program. The Change Order must be reviewed and approved by the Program Manager and the Program Inspector before it is presented to the homeowner for final approval. The Rehabilitation Coordinator will forward the executed change order to Township staff. The Contractor will be notified by the Rehabilitation Coordinator of the results, and no change order work should be undertaken by the Contractor until he has received a copy of the fully executed Change Order Authorization.

I. Final Inspection

Prior to requesting a final inspection, it is the Contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Rehabilitation Coordinator via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the Contractor has provided the Rehabilitation Coordinator with all required job closeout forms, the Contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the Contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Request for Payment form will be approved and signed

by the homeowner and the Program Inspector during the inspection, to document approval and finalization of work.

For jobs that include the lead base paint component, the Contractor must request and pass final lead clearance prior to the Program processing the Contractor's final payment. If the lead clearance test fails, the unit has to be cleaned again and retested. The Contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance. Refer to Section VII Lead Base Paint (LBP) Provision.

If the work passes satisfactory final inspection, the Rehabilitation Coordinator will follow the procedures spelled out in *Section V subsection J Payment Structure and Process* to process a Contractor's final payment request.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the Contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon Contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the Contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the final inspection which are needed to inspect corrected deficiencies. Payment for failed final re-inspections are to be made payable to Community Grants, Planning & Housing (CGP&H) prior to scheduling the re-inspection.

Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

J. Payment Structure and Process

The Township's Chief Financial Officer will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the Contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Rehabilitation Coordinator that all Contractor's documents have been submitted according to program procedures, the Rehabilitation Coordinator will submit to the Township:

- Program's Request for Payment form with homeowner's and Program's written approval
- Copy of change order, if one occurred

The payment request documents must be submitted to the Township in time to be placed on the applicable bill list. The municipal bill nights are on the Township website.

Homeowner contributions and Contractor penalties described in this manual will be applied when applicable during the payment process.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus homeowner contribution, if any. The combined Township payments will also match the final Township purchase order amount. Progress and final payments will be made payable to the Contractor. The Township will forward to the Rehabilitation Coordinator a copy of the executed payment to the Contractor for case file records.

K. Certificate of Approval

A Certificate of Approval issued by the municipal construction official is required to confirm the Contractor closed out the rehabilitation construction permit(s) properly. The Contractor is to provide the Certificate of Approval to the Rehabilitation Coordinator when requesting the final inspection. The Rehabilitation Coordinator will ensure that a copy of the Certificate of Approval is placed in the case file.

L. Record Mortgage Documentation

At construction completion, the Rehabilitation Coordinator will forward the executed program mortgage to the Township's Attorney. The Township's Attorney will immediately file the mortgage with the County Clerk.

M. File Closing

Upon construction completion, a program letter will be sent to the homeowner, thanking him/her for participating in the Program. Once the case closeout paperwork is completed including forwarding to the Township the Contractor's final payment request and the case's program mortgage for County recording, the Rehabilitation Coordinator will transfer the program's copy of the complete case file to the municipality. The files will be maintained by the Township.

VI. Emergency Repair Provisions

All income qualified homeowners with emergency health and safety problems are eligible for priority assistance, but only for those repairs necessary to correct the emergency situation.

The Program Administrator shall determine that an emergency situation exists based on the following:

- The repair problem is an immediate and serious threat to the health and safety of the building's residents
- The problem has been inspected and the threat verified by the appropriate local Building inspector and/or health official
- The building is owner occupied and the residents are determined to be income eligible

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in Section V sub-section D to expedite

the bid/contractor selection process. Instead the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under \$1,000.

VII. Lead Based Paint (LBP) Provisions

In accordance with HUD regulations 24 CFR Part 35, all Program assisted homes constructed prior to 1978 will be tested for lead-based paint, and if applicable, be inspected by a certified risk assessor.

Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978
- Emergency action activities
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations
- Properties where all lead-based paint has been identified and removed using approved methods
- Rehabilitation that does not disturb painted surfaces or De Minimis requirements

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction
- What methods will be used to reduce or eliminate the hazards
- Whether or not relocation of occupants is necessary

The type of evaluation and reduction activities required depends on the level of Federal assistance as defined by Federal regulations for HUD programs. The level is determined by taking the lower of the per unit rehabilitation hard costs or the per unit Federal assistance. Once calculated, the cost determines the level of assistance as exhibited in the table below.

The Township of East Windsor Housing Rehabilitation Program cases will fall into the >\$5,000 < \$25,000 category. Emergency cases are exempt.

HUD Regulations 24 CFR Part 35 Subpart J : Required Housing Rehabilitation Activities			
Amount of Program Assistance	< \$5,000	>\$5,000 < \$25,000	>\$25,000
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing of surfaces to be disturbed by rehabilitation	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation. Safe work practices Clearance of work site	Interim Controls Safe work practices Clearance of unit	Abatement Safe work practices Clearance of the unit

A lead hazard evaluation will consist of one or more of the following:

- Paint Testing performed by a New Jersey Certified Inspector
- Risk Assessment performed by a Certified Risk Assessor

The occupants will be notified of the Program's determination. The decision to relocate occupants during work construction is determined by the extent of the rehabilitation and lead hazard reduction work as outlined in HUD Regulations 24 CFR Part 35.1345 under Subpart R and state regulation N.J.A.C 5:17. The program will follow applicable HUD requirements for any occupants who are to be temporarily relocated during the construction period.

Prior to the rehabilitation and lead based paint hazard work going out for Contractor bids, the Program will determine the type of Contractor needed to complete the work required. The lead paint hazard reduction work will be identified in the work specifications. The Program Inspector, homeowner and Contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following Interim Controls:

- Paint stabilization. Repair any physical defect in the substrate of a painted surface that is causing paint deterioration, remove loose paint and other material from the surface to be treated, and apply a new protective coating or paint
- Treatment for friction and impact surfaces. Correct the conditions that create friction or impact with surfaces with lead-based paint.
- Treatment for chewable surfaces. If a child under age six has chewed surfaces known or presumed to contain lead-based paint, these surfaces must be enclosed or coated so they are impenetrable.
- Lead-contaminated dust control. All rough, pitted or porous horizontal surfaces must be covered with a smooth, cleanable covering. Carpets must be vacuumed on both sides using HEPA vacuums or equivalent.

Lead-contaminated soil control. If bare soil is lead-contaminated, impermanent surface coverings such as gravel, bark, and sod, as well as land use controls such as fencing, landscaping, and warning signs may be used. The awarded Contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection
- Work site preparation
- Daily cleanup
- Safe work practices
- Worker protection

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Contractor will coordinate the lead clearance with the Program Inspector. The clearance must include the required dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications. If the lead clearance test fails, the unit has to be cleaned again and retested. The Contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance.

At the appropriate time, the Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers)
- Notice of Lead Hazard Evaluation or Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed.

VIII CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The contractor outreach material will be posted on CGP&H's website. The Program will coordinate with the Township to advertise the availability of construction work on the Township's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. Additionally, CGP&H will reach out to home improvement contractors registered with Consumer Affairs who are geographically near or in East Windsor. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All marketing material will encourage the participation of women- and minority-owned businesses and will be forwarded to local minority business organizations, if applicable. All interested general contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner's use in selecting rehabilitation contractors.

B. Contractor Qualifications

To qualify, Contractors must meet the following minimum requirements:

- Contractors must carry at least \$1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least \$500,000 and statutory state coverage for all of his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of program job award.
- At least three favorable references on the successful completion of similar work; and
- The Contractor State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for Contractors working on houses built prior to 1978 with lead base paint component(s). As identified in the scope of work, the Contractor must comply with HUD 24 CFR part 35 and the EPA RRP Rule regarding certification.
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must complete a Contractor Qualification Form. The Contractor's qualifications will be reviewed and the references will be checked by the Program Inspector before the Contractor is awarded a job.

IX. OFFICE HOURS AND LOCATION

Besides the Township municipal building, the Housing Rehabilitation Program will operate at the following location:

*CGP&H
1249 South River Road Suite 301
Cranbury, NJ 08512
Telephone: (609) 664-2769
Hours: Monday – Friday
9:00 a.m. - 5:30 p.m. (by appointment)*

X. PROGRAM STAFFING

A. Program Director

The Township Manager, James Brady, is the Program Director. The Director's job will be to oversee the Program activities and the Consultant's administration, with direction and advice from the Consultant, the Program Director will; maintain the official records and files; execute contract with the Housing Consultant; publish required notices and file applicable certifications; prepare and execute all resolutions, contracts and agreements related to project activities; coordinate interaction among the Municipal Inspector, Program Inspector, Rehabilitation Program Manager, Rehabilitation Coordinators, clerical staff, and attorney as necessary; and review vouchers submitted by the Rehabilitation Program Manager for processing by the Financial Officer.

B. Rehabilitation Program Manager

Corinne Markulin, Vice President of CGP&H, is the Rehabilitation Program Manager whose tasks include: perform program marketing, provide progress reports to Township; supervise and assist the Rehabilitation Coordination Team and program inspector as needed, including final review and approval of eligibility determination, progress payments, change orders, and final payments.

C. Rehabilitation Coordination Team

Rehabilitation coordination activities will be provided by CGP&H Rehabilitation Coordination Team of Housing Rehab Specialists David Landri, Beth McCann and Migdalia Guzman. The duties will include, but not be limited to: dissemination of information regarding the Program, receipt and processing of applications; income verification of applicant households; ordering inspections/work write-ups/cost estimates; preparation of borrower's agreements; mortgages, mortgage notes, and construction agreements; preparation of payment vouchers; preparation of a Program Contractor list; and meetings with program participants, when applicable, to ensure the successful implementation of the Program. Migdalia Guzman's Spanish bilingual abilities will be utilized in this capacity as needed.

D. Local Inspector

The municipal Construction Officer will be responsible for the municipal construction permit component of the program.

E. Housing Advisory Committee

A Housing Advisory Committee formed by the Township will be established to decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

F. Program Inspector

CGP&H, LLC staff includes the Program Inspector. Responsibilities of the Program Inspector include but are not limited to: conducting the comprehensive housing inspection; preparing the work write-up/cost estimate; reviewing the submitted proposals and approving the Contractor selected by the homeowner; making the determination of work write-up line items to be eliminated if necessary, to keep costs within program limits; reviewing and approving any change orders; conducting progress inspection(s) and preparing progress report(s); conducting the final inspection and preparing the final inspection report; and taking "before" and "after" photographs of each housing unit.

G. Lead Inspector

CGP&H will provide the Lead Inspector who will be responsible for performing lead based paint risk assessments on houses built prior to 1978 and preparing the corresponding lead risk assessment report. Additionally, the Lead Inspector will incorporate the lead risk assessment findings into the work specifications, as needed. When applicable, the inspector will perform lead clearances and the lead clearance reports.

H. Project Coordinator

Patrice Loehle of CGP&H will serve as the Project Coordinator and her responsibilities will include preparation of the Grant Management Plan, Housing and Community Development Needs Statement and Citizen Participation Plan, prepare the DCA Final Performance Report and provide other services as needed by Small Cities Regulations.

I. Financial Officer

The Township Chief Financial Officer will serve as the programs Financial Officer. The Financial Officer will be responsible for maintaining the official financial records, processing vouchers for Council approval and processing draws of the program funds and the distribution of said program funds.

J. Program Attorney

The Township's Attorney will serve as the Program Attorney responsible for the development of all legal documents, agreements and security instruments and for the recording of the executed mortgage documents.

XI. MARKETING STRATEGY

In coordination with the Township, the Program will employ a variety of proven strategies to advertise the program within the Township of East Windsor to establish the program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and brochures
- Place program outreach material on the Township's website
- Place program outreach material on CGP&H's website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc)
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local Contractors
- Free local cable TV advertising (when available)
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

XII. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

Programmatic Recordkeeping is the responsibility of the Program Director. These files will include the policies and procedures manual; and DCA required reports; related contracts; etc.

B. Participant Record keeping

The Rehabilitation Coordinator will be responsible for ensuring that individual files for each unit are established and maintained. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Proof of ownership
- Income verification
- Proof of currency of property tax and sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard Work Specifications/Cost Estimate aka Work Write-Up
- Lead Risk Assessment Report (if applicable)
- SHPO concurrence, for applicable properties
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage, Mortgage Note and Notice of Right of Rescission
- Homeowner Lead-Based Paint Certification
- Contractor Lead-Based Paint Certification
- Change orders, if any
- Work progress and final inspection reports
- Copy of Municipal vouchers and related payment documentation
- Photographs (Before and After)
- Lead Clearance Report, if applicable

- Close-out documents
- Certification of Approval

C. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Financial Officer. Local record keeping will include vouchers, payments, drawdowns and payments from loan recipients, in addition to the requisite journals and ledgers.

XIII. APPEALS PROCESS

In homeowner/Contractor disputes, as well as disputes with regard to staff decisions, the Housing Advisory Committee will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

If the reason for the mediation is due to the homeowner's refusal to pay the Contractor and work has been done to work specification and to the satisfaction of the Program Inspector and the Rehabilitation Program Manager, the Rehabilitation Program Manager may authorize payment to the Contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

XIV. CONCLUSION

If the procedures described in this manual are followed, the Township of East Windsor's Housing Rehabilitation Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Housing Rehabilitation Program.

XV. LIST OF PROGRAM FORMS

Application Transmittal Letter

Program Information Handout

Application for Assistance

Eligibility Release Form

Checklist

Special Needs Waiver (Eligibility Requirements)

Special Needs Waiver (Exceed Program Limit)

Certification of Eligible Household

Eligibility Determination Form

Notification of Eligibility

Notification of Ineligibility

Homeowner/Program Agreement

Certificate of Substandard

Certificate of Substandard – Emergency Situation (if applicable)

Letter: forward lead hazard evaluation notice to homeowner

Letter: forward work write-up and Contractor list to homeowner

Work write-up review form

Request for Rehabilitation Proposal

Affidavit of Contractor

Contractor's List of Sub Contractors

Bid Tabulation/Contractor Selection

Construction Agreement

Mortgage

Mortgage Note

Notice of Right of Rescission

Homeowner's Lead Based-Paint Information Receipt Confirmation

Contractor's Lead-Based Paint Certification

Notice to Proceed

Contractor's Request for Final Inspection

Change Order Authorization (if applicable)

Notice of Lead Hazard Reduction Activity including Clearance

Certificate and Release

Closeout Statement

APPENDIX A

HUD INCOME LIMITS

At time of manual creation:

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Trenton, NJ MSA	\$119,200	Very Low (50%) Income Limits (\$) Click for More Detail	41,750	47,700	53,650	59,600	64,400	69,150	73,950	78,700
		Extremely Low Income Limits (\$)* Click for More Detail	25,050	28,600	32,200	35,750	38,650	41,500	44,350	47,200
		Low (80%) Income Limits (\$) Click for More Detail	62,600	71,550	80,500	89,400	96,600	103,750	110,900	118,050

NOTE: Mercer County is part of the **Trenton, NJ MSA**, so all information presented here applies to all of the **Trenton, NJ MSA**.

The **Trenton, NJ MSA** contains the following areas: Mercer County, NJ;

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 [Fair Market Rent documentation system](#).

For annual updates to HUD income limits, go to
<https://www.huduser.gov/portal/datasets/il.html>

**RESOLUTION R2024-066
EAST WINDSOR TOWNSHIP
MERCER COUNTY**

WHEREAS, there is a need for professional services for the administration and implementation of the Township's recent Housing Rehabilitation Grant from the Small Cities Program; and

WHEREAS, the Township received a proposal for these professional services from Community Grants, Planning and Housing (CGP&H), dated April 5, 2024, to provide turnkey services for compliance with approved federal grant program as well as all state regulations for the rehabilitation of affordable units; and

WHEREAS, a contract for this professional service may be awarded without public advertising for bids as the contract is for "Professional Services" pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the maximum amount of the contract is \$95,165 and funds are available in the Small Cities Grant Program Account No. G-02-40-950-969-023 entitled "2023 Small Cities Grant," as evidenced by the Chief Financial Officer's Certification No. G2024-004.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey, as follows:

1. The attached Agreement between the Township of East Windsor and Community Grants, Planning and Housing, 1249 South River Road, Suite 301, Cranbury, NJ 08512 is hereby approved.
2. The Mayor and Municipal Clerk are hereby authorized and directed to execute the attached Agreement.
3. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by person(s) authorized by law to practice a recognized profession that is regulated by law but in accordance with the Fair and Open Process as defined in N.J.S.A. 19:44A-20.5, et seq.
4. The Municipal Clerk shall cause to be printed once, in the Trenton Times, a brief notice stating the nature, duration, service and amount of this contract, and that the resolution and contract are on file and available for public inspection in the office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on April 30, 2024.


Niven Raghbir
Deputy Municipal Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Township of East Windsor (hereinafter referred to as "Township"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Township and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

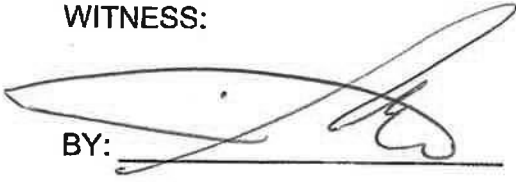
1. The term of the Agreement shall become effective as of the 1st day of January, 2024 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2024. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Township Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
- 4. CGP&H hereby represents to the Township that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
- 5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Township of East Windsor during the period set forth herein above.
- 6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Township of East Windsor as evidenced by a duly adopted Resolution.
- 7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Township showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Township of East Windsor harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
- 8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Township of East Windsor Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

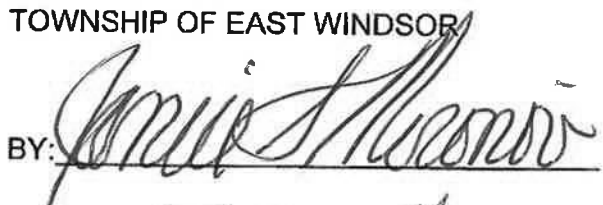
WITNESS:

BY: 

NAME: Nuven Raghieb

TITLE: Deputy municipal clerk

TOWNSHIP OF EAST WINDSOR

BY: 

NAME: Janice S. Mironov

TITLE: Mayor

DATE: _____

WITNESS:



NAME: SALVATORE TRAPANI

TITLE: FINANCE & ADMIN
MANAGER

CGP&H, LLC



NAME: JOHN BURTON

TITLE: CEO

DATE: 6/27/2024

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

SUMMARY OF ALL FEES

ADMINISTRATIVE AGENT GENERAL SERVICES	\$11,500+
----------------------------------------------	------------------

The fee tables on the following pages delineate the fee structure for each fee category. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality	
1. Municipal Services	Not-to-exceed \$10,000 billed hourly at a rate of \$160 per hour for senior staff which include planners and department supervisors
2. Applicant Services	Monthly flat fee of \$100 per month for a total of \$1,200 per year.
3. Administrative Agent Resale Fee	\$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. <i>A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.</i>
4. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
5. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
TOTAL PAID BY MUNICIPALITY	Not-to-exceed \$11,500 not including units listed for sale.

1. Municipal Services: This may include, but is not limited to:

- Implementing Affirmative Marketing Plan postings and other compliance requirements
- Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
- Distressed Properties follow up activities
- Responding to initial private developer inquiries
- Advising Municipality on affordable housing requirements for new developments
- Foreclosure prevention activities
- CTM entry of trust fund or unit information
- Enforcing affordability controls, including annual mailings to homeowners
- Program setup for Accessory Apartment program
- Program setup for Affordability Assistance Programs
- Trust Fund Monitoring and Unit Monitoring
- Assisting with Spending Plan revisions
- Extension of Controls
- Releasing controls at end of control period
- Calculating annual tax assessments for affordable homeowners
- Midpoint Review
- Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Applicant Services:** This may include, but is not limited to:
 - Affordable Housing Waitlist Management for existing Sales and Rental units
 - Responding to general affordable housing inquiries from pre-applicants, applicants, and existing affordable housing owners
 - Unit Administration
 - Management of general inquiries
 - Responding to existing homeowners' inquiries (intent to sell requests, etc.)
 - Processing requests for loan subordinations/approval of equity loans and refinancing
 - Answering Affordability Assistance Questions
 - Advising on annual increases for Market to Affordable, Accessory Apartment, and other units

3. **Administrative Agent Resale Fee:** This includes but is not limited to:
 - Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
 - Certifying a buying household(s) as eligible
 - Sending potential purchasers to the unit
 - Facilitating an agreement between buyer and seller
 - Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

4. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.

5. **Direct Costs:** this includes, but is not limited to:
 - Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

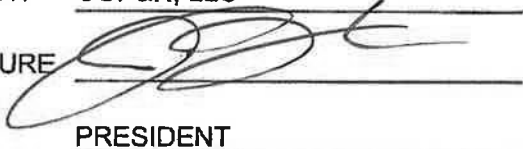
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302
- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE 

TITLE PRESIDENT

DATE 6/27/2024

**RESOLUTION R2024-139
EAST WINDSOR TOWNSHIP
MERCER COUNTY**


WHEREAS, on April 30, 2024, by Resolution R2024-066, the Township Council authorized a contract for professional services with Community Grants, Planning and Housing for the administration and implementation of the Township Housing Rehabilitation Grant from the Small Cities Program, including turnkey services for compliance with approved federal grant programs as well as all state regulations for the rehabilitation of affordable units; and

WHEREAS, the Township needs to correct Resolution R2024-066 with the correct contract term of the Housing Rehabilitation Grant project; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey, as follows:

1. Resolution R2024-066 is hereby amended to reflect the correct contract term, which is effective until project close out.
2. All other terms and conditions of the Resolution and Agreement remain in effect.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on October 22, 2024.



Allison Quigley
Municipal Clerk