

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2026-91**

**RESOLUTION AUTHORIZING THE ENDORSEMENT OF THE WARREN COUNTY
HOUSING PROGRAM AGREEMENT FOR THE TOWNSHIP OF WASHINGTON,
COUNTY OF WARREN, STATE OF NEW JERSEY**

WHEREAS, the Township of Washington, County of Warren, State of New Jersey filed a Declaratory Judgment Complaint and, as a result of participation in the Program, established Fourth Round affordable housing obligations of thirty-one (31) present need and one hundred fifty two (152) units prospective need for the years 2025-2035; and

WHEREAS, the Township of Washington, County of Warren, State of New Jersey entered into a Fourth Round settlement agreement with Fair Share Housing Center; and

WHEREAS, in which settlement agreement the Township of Washington agreed to satisfy the Fourth Round present need obligation of 31 units through participation in the Warren County Housing Program; and

WHEREAS, a Warren County Housing Program Agreement between the Township of Washington and the Warren County Board of County Commissioners has been prepared in accordance with the settlement agreement; and

WHEREAS, a true copy of the Warren County Housing Program Agreement is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Washington, County of Warren, State of New Jersey hereby authorizes the Mayor to execute the Warren County Housing Program Agreement on behalf of the Township of Washington.

Adopted: March 9, 2026

Certification:

I, Ann Kilduff, Clerk of the Township of Washington, County of Warren do hereby certify that the foregoing Resolution is a true and exact copy of a resolution adopted by the Township Committee of the Township of Washington on March 9, 2026.



Ann Kilduff, RMC
Township Clerk

WARREN COUNTY HOUSING PROGRAM AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between Washington Township (hereinafter referred to as the "Municipality") and the Warren County Board of Chosen Commissioners, Wayne Dumont, Jr. Administration Building, Belvidere, New Jersey, 07823.

WHEREAS, the Warren County Housing Program was initiated by the Warren County Board of Chosen Commissioners; and,

WHEREAS, the Warren County Housing Program was established in response to the recognized need for an increase in affordable housing opportunities in the county and as an organization to coordinate, promote, and develop affordable housing on a county-wide basis; and,

WHEREAS, the Warren County Housing Program has developed a housing rehabilitation program to assist municipalities, on a voluntary basis, to bring substandard housing units which are occupied by low and moderate-income persons up to housing code standards, in accordance with the rules of the NJ Council of Affordable Housing (COAH); and,

WHEREAS, the Municipality desires the services of the Warren County Housing Program for the purpose of the addressing the municipal housing rehabilitation needs;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Warren County Housing Program will be responsible for the administration of a housing rehabilitation program, and will utilize municipal and other funds as may be available to undertake the rehabilitation service as described in Section 1 of Attachment A. Funds available under this Agreement will be applied toward the specific activities enumerated in the Warren County Housing Rehabilitation Program Policy and Procedural Manual.

2. TIME OF PERFORMANCE

The services of the Warren County Housing Program shall commence upon execution of a signed Agreement for program participation and shall terminate upon completion of all rehabilitation construction. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Municipality under this Agreement for the above-described project services shall include an administrative fee of \$3,500 for each rehabilitation project undertaken within the Municipality. This fee includes the \$2,000 minimal compliance amount established in 2001 for municipalities to set aside for administration per project, however, the actual costs of

operating local rehabilitation programs typically exceed \$3,500 per unit. The Warren County Housing Program will pay any administrative cost above this limit so that all program participating municipalities will have access to the program on an equal and predictable basis.

The Municipality will also pay the cost of the actual rehabilitation work up to the local budgeted amount of \$15,000 for each rehabilitation project undertaken. To the extent that rehabilitation costs exceed the \$15,000 fund, the Warren County Housing Program will contribute funding, if funds are available in the Housing Program's loan repayment account, for the rehabilitation for each project, thus reducing the municipal expense for construction costs. Under no circumstances will the County of Warren provide additional funds from any other sources.

The project budget shall be as set forth in Section 2 of Attachment A.

4. METHOD OF PAYMENT

The Municipality agrees to pay the Warren County Housing Program the amount set forth in Article 3 upon submission of a bona fide municipal voucher. The County of Warren Finance Office will deposit the municipal funding in an escrow account for the purpose of funding the rehabilitation program activity. The Warren County Housing program will voucher the County of Warren for payments from the escrow account with submission of the necessary information to document the bill submitted for payment. The voucher will be submitted after the low bid for the project is reviewed by the Housing Program and after execution of the Program Policy and Procedural Manual Rehabilitation Contract with a property owner. The escrow account shall include funds to pay the Housing Program the \$3,500 administrative fee, plus the full estimated cost of construction upon execution of the rehabilitation contract with the owner.

Progress payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. Progress payments are individual case payments for which the escrow account will be invoiced on a case-by-case basis.

5. AMENDMENTS

The Municipality and/or the Warren County Housing Program may, from time to time, require changes in the Scope of Services or other terms to be performed hereunder. Such changes, including any modifications in the amount of the Warren County Housing Program's compensation, which are mutually agreed upon by and between the Municipality and the Warren County Housing Program, shall be incorporated in written amendments to this Agreement.

6. TERMINATIONS

This Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

7. PROGRAM CANCELLATION

It is understood that this Agreement is financed by municipal and Warren County Housing Program funds, and in the event the NJ Council on Affordable Housing no longer requires the implementation of a housing rehabilitation program, the Municipality reserves the right to cancel this Agreement, and in such event, the Municipality shall only be obligated for the payment under this Agreement for services rendered, or work performed prior to the effective date of cancellation. Funds expended on behalf of the homeowner will not be returned to the Municipality until the property is sold or transferred by the property owner. Funds for which no proceed order has been issued and no work has been initiated will be returned to the Municipality upon cancellation.

8. OBLIGATIONS OF WARREN COUNTY HOUSING PROGRAM WITH RESPECT TO CERTAIN THIRD-PARTY RELATIONSHIPS

The Warren County Housing Program shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all, or any part of the program, with respect to which assistance is being provided to the Warren County Housing Program pursuant to this Agreement. Any party which is not the Warren County Housing Program shall comply with all lawful requirements of the Warren County Housing Program necessary to insure that the program for which assistance is being provided under this Agreement is carried out in accordance with the Warren County Housing Program's assurances and certifications to the Municipality. The Municipality will be given written notice in the event that any third party or parties other than the Warren County Housing Program staff, are designated for the undertaking of all or any part of the program with respect to which assistance is being provided to the Warren County Housing Program.

9. OBLIGATIONS OF MUNICIPALITY

The Municipality agrees to provide the required inspection, permitting and related building department services as may be required to identify and address substandard dwelling unit conditions pursuant to COAH, local and State regulations.

10. GENEREAL TERMS AND CONIDITIONS

This Agreement is subject to and incorporated all of the terms and conditions outlined in Attachment B, and the Warren County Housing Program agrees to comply with all such terms and conditions.

11. RECORDS TO BE MAINTAINED

The Warren County Housing Program agrees to establish and maintain sufficient records in a format acceptable to the Municipality in order to enable the Municipality to determine whether the Warren County Housing Program has met the regulations of the NJ Council on Affordable Housing. The records to be maintained are detailed in Attachment C.

12. MONITORING

The Municipality shall provide written notice of monitoring site visits to permit the Warren County Housing Program to prepare such information and materials as may be desired on such visits.

13. Nothing in this Agreement is intended or shall be construed to create a private cause of action or as a waiver of defenses and immunities available to Warren County or the Municipality under Title 59 or other law.

IN WITNESS WHEREOF, the Municipality and the Warren County Housing Program have executed this Agreement as of the date first written above.

ATTEST:

("Municipality")

By: _____

ATTEST:

WARREN COUNTY BOARD OF CHOSEN
COMMISSIONERS

By: _____

ATTACHMENT A

Section 1: Project Description

Summary of Project:

The project will provide funding assistance for housing rehabilitation structures owned and/or occupied by low and moderate-income residents.

Anticipated accomplishments will provide for units to be upgraded and/or treated relative to code standards and New Jersey Council on Affordable Housing requirements.

Warren County Housing Program rehabilitation policy and procedures as described in the Program Policy and Procedural Manual are hereby accepted by the Municipality.

Municipal Contact:

Name: _____

Address: _____

Telephone: _____

Area Served or Location: _____

Project location may be described as available on a community-wide basis.

Section 2: Project Schedule and Budget*

Year	Number of Units	Administration	Construction
2026-2027	6	\$ 21,000	\$ 90,000
2028-2029	6	\$ 21,000	\$ 90,000
2030-2031	6	\$ 21,000	\$ 90,000
2032-2033	6	\$ 21,000	\$ 90,000
2034-2035	7 + any remaining	\$ 24,500	\$ 105,000

* The Municipal budget must provide a minimum of \$3,500 per housing unit for administration and \$15,000 per housing unit for rehabilitation construction.

ATTACHMENT B

General Terms and Conditions

1. **Extent of Agreement** - This Agreement represents the entire and integrated Agreement between the Municipality and the Warren County Housing Program and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Municipality and the Warren County Housing Program.
2. **Termination of Contract for Cause** - If, through any cause, the Warren County Housing Program shall fail to fulfill in timely and proper manner obligations under this Agreement, or if the Warren County Housing Program shall violate any of the covenants agreements or stipulations of the Agreement, the municipality shall thereupon have the right to terminate this Agreement by giving written notice to the Warren County Housing Program of such termination and by specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Warren County Housing Program under this Agreement shall, at the option of the municipality become its property and the Warren County Housing Program shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

The Municipality may terminate the contract upon at least thirty (30) days written notice to the Warren County Housing Program at any time. In the event of notice of cancellation, the Municipality will fulfill any program which has been accepted and approved prior to the cancellation date.
3. **Representation of the Warren County Housing Program** - The Warren County Housing Program shall render services under this Agreement in accordance with generally accepted professional practices. The Warren County Housing Program shall not, however, be responsible for delays caused by employees and/or agents of Municipality, nor shall the Warren County Housing Program be responsible for acts of omissions of the Municipality employees and/or agents.
4. **Warren County Housing Program Insurance** - The Warren County Housing Program shall acquire and maintain statutory workmen's compensation insurance coverage and comprehensive general liability insurance coverage.
5. **Damages** - Neither party shall hold the other responsible for damages for delay in performance. Additionally, neither party shall hold the other responsible for damages or delay caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employee's and agents.
6. **Ownership of Material** - ownership of all data, material, and documents originated and prepared solely for the Municipality pursuant to this Agreement shall belong exclusively to the Municipality.

7. Records Access and Retention - the Municipality, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of the Warren County Housing Program which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained by the Warren County Housing Program as required in accordance with New Jersey Council on Affordable Housing Substantive rules.
8. Audit - the Municipality, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Warren County Housing Program which are directly pertinent to assistance made under this agreement for the purpose of making audit, examination, excerpts, and transcriptions.
9. Equal Employment Opportunity - In compliance with Federal Executive Orders 11246 and 11375, applicable Federal regulations and applicable state laws, in carrying out this Agreement the Warren County Housing program shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, atypical cellular or blood trait, liability for military service, mental or physical disability, subject only to conditions and limitation applicable to insure that applicants for employment are employed, and that employees are treated during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, atypical cellular or blood trait, liability for military service, or mental or physical disability subject only to conditions and limitations applicable alike to all persons. Such action shall include, but not be limited to employment upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and setting of working conditions.
10. Compliance with Local Laws -The Warren County Housing Program shall comply with all applicable laws, ordinances, and codes of the state and local governments.
11. Remedies - Unless otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the Municipality and the Warren County Housing Program arising out of or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction.

ATTACHMENT C

Records to be Maintained

The Warren County Housing Program shall establish and maintain sufficient records to enable the Municipality to determine whether the Warren County Housing Program has met all requirements of the New Jersey Council on Affordable Housing. At a minimum, the following documentation is needed and will be maintained as part of each client record:

1. The name of each applicant;
2. If the applicant is not approved, the reasons for the disapproval; and,
3. If the applicant is approved:
 - a. Proof of income eligibility;
 - b. The initial inspection by the building inspector;
 - c. Bids by contractors;
 - d. The final contract to do the work;
 - e. Progress reports;
 - f. A copy of the final inspection; and
 - g. The lien on the property evidencing the Municipality's assistance and anticipated amount of funding repayment.
4. Property address
5. Block and lot
6. Tenure of unit (rental or for-sale)
7. Income level (very-low-income, low, or moderate)
8. Final inspection date
9. Funds expended on hard costs
10. Development fees expended
11. Major systems repaired (e.g. roof, septic, etc.)
12. Effective date of affordability controls

These records shall be provided to the Municipality annually to ensure the Municipality can complete its required monitoring forms. Annual records shall be provided by January 15 for the previous year's rehabilitation activity.

If any information additional to the aforementioned is or may be required to fulfill Municipality's reporting requirements, Municipality will notify the Warren County Housing Program in writing prior to the commencement of projects subject to same requirements so any additional required data can be collected.

Retention of Records

Financial records, supporting documents, statistical records, and all other records pertinent to this agreement shall be retained by the Warren County Housing Program.