

APPENDIX J
SITE DOCUMENTATION FOR VR-A ZONE SITE

To be Included in Final Submission to COAH

FAIR SHARE PLAN

FAIR SHARE PLAN

Description of Obligation

The table below presents the third round fair share obligation for Holland Township, including the prior round obligation (6 units remaining to be addressed); the 25 unit rehabilitation obligation determined by COAH based upon the 2000 Census (of which 2 units have already been rehabilitated); and the third round growth share obligation based upon COAH's projections of household and employment growth within the Township between 2004 and 2018, with an adjustment for anticipated units that are permitted by COAH to be excluded in the calculation of the growth share obligation.

TOTAL THIRD ROUND AFFORDABLE HOUSING OBLIGATION

Prior Round Obligation	17
Rehabilitation Obligation	25
Third Round Obligation	37
Total	79

COAH's determination of the presumptive third round growth share obligation is based on its consultants' projections of household and employment growth by municipality through the year 2018. COAH had calculated Holland Township's third round growth share obligation to be 41 units, based on a projected *negative* employment growth of -64 jobs and a projected *positive* household growth of 204 dwelling units, all between January 1, 2004 and December 31, 2018.

COAH divides the projected household growth by 5 and the projected employment growth by 16 and adds the two results together to determine the third round fair share obligation. In Holland Township's case, the negative employment projection results in a zero obligation for affordable housing related to employment and a 41 unit obligation for affordable housing related to projected residential growth.

COAH's Rules allow municipalities to exclude market and affordable units in inclusionary developments constructed after January 1, 2004, if those units were part of a prior round Housing Element and Fair Share Plan, from the projected residential growth. In a subsequent (October 30, 2008) Guidance Letter issued by COAH, this exclusion was extended to market and affordable units in inclusionary developments intended to meet the growth share obligation. Additionally, the Legislature has determined that market and affordable units in an age-restricted development that is converted to a non-age restricted development in accordance with the requirements of P.L. 2009, c. 82, shall also be excluded from generating a growth share obligation. As a result of these allowable exclusions, Holland Township's growth share obligation has been reduced from COAH's initial projection of 41 units to 37 units.

Municipalities that are located in the Highlands Area and that are either required to conform to the Highlands Regional Master Plan or elect to do so may use either the Highlands full municipal build-out number or the COAH projection through 2018 as the third round growth share obligation. For the reasons given in the Housing Element, *Holland Township will be utilizing COAH's projection of the obligation through 2018, less exclusions, rather than the Highlands full build-out number to address its Third Round obligation.* Holland Township will not be seeking any adjustment in the obligation assigned to it by COAH.

According to COAH's Rules, the maximum number of affordable units that can be age-restricted in the third round is, as it was in the prior round, 25% of the total growth share obligation, or, in Holland's case, 9 units in the third round. The Township has a third round rental obligation of 10 units, in addition to the six (6) unit prior round rental obligation.

If the third round rental obligation is fully satisfied, with at least 50% of the rental units being "family" rental units available to the general public, the Township is eligible to receive rental bonuses at the rate of two credits (one being the rental bonus) for each excess family rental unit over and above those counted toward fulfillment of the rental obligation. Bonus credits for excess rental units and for certain other mechanisms in COAH's Rules may be used to satisfy up to 25% (or 9 units) of the total third round growth share obligation.

Based upon the 2008 amendments to the Fair Housing Act, the Township also has an obligation to provide very low income housing. At least 13% of all affordable housing units created to satisfy the third round obligation must be affordable to households earning 30% or less of median income, and at least 50% of the very low income housing must be in the form of family units available to the general public. In Holland Township's case, the very low income housing obligation is 5 units.

Overview

The Third Round Fair Share Plan for the Township of Holland addresses the following elements: 23 units of rehabilitation share and another 34 units of additional affordable housing units plus 9 anticipated rental bonus credits, for a total of 43 total credits targeted at meeting the 6 unit remainder of the prior round obligation and the 37 unit third round growth share obligation. The plan includes meeting (in fact, exceeding) the Township's rental obligation and also meeting the Township's very low income housing obligation.

Rehabilitation

In satisfaction of its remaining 23 unit third round rehabilitation obligation, the Township of Holland will be continuing its contract with Housing and Community Development Services (HCDS). HCDS has been acting as Holland Township's Rehabilitation Administrator since COAH's first round of affordable housing allocations.

Holland Township's housing rehabilitation program is already available to the owners of rental units. The program needs to be modified to amend the Township's funding obligations (both the amount per unit to be allocated and the funding schedule) and to reference COAH's current

requirements that all rehabilitated units be restricted with affordability controls for a period of at least 10 years. Necessary amendments to the Township's Rehabilitation Ordinance are described in the Appendices to this Fair Share Plan. As well, the Appendices include the Rehabilitation Manual, the contract with HCDS, and other material required by COAH documenting the program.

Accessory Apartments Program

The Fair Share Plan also maintains the Borough's existing accessory apartments program with the intention of rehabilitating three (3) additional units. The program will have to be modified, however, to conform to the septic density limits in the Highlands Preservation Area by adding provisions to limit the total number of bedrooms in both the accessory apartment and the host dwelling, combined, to the same number of bedrooms already existing in the host dwelling unit and to require that the existing septic system be able to serve both dwellings. Additionally, there are other modifications to the program that will need to be made to update it for compliance with COAH's current Rules. The subsidy required to create accessory apartments has increased, and this needs to be incorporated into both the Township's funding plans and the Ordinance provisions regulating accessory apartments.

Inclusionary Developments

The VR-A zone (Galloway Farm) and the PCD/PSV zone (Huntington Knolls) are both zoned for inclusionary residential development. The VR-A zone will be providing a set-aside of 50% of the total new units built there. It now appears that affordable housing contribution from the Huntington Knolls development will be significantly greater than originally anticipated and zoned. Not only is a 20% set-aside a condition of the NJDEP's approval of the Individual Water Quality Management Plan Amendment approved for Huntington Knolls, but also it is a statutory requirement for any conversion of a previously approved age-restricted development to a non-age-restricted development. The developer of Huntington Knolls has stated his intention to submit a plan for approval of just such a conversion and has submitted preliminary calculations of the resulting total number of units and how he plans to address the 20% affordable housing obligation. He has not yet submitted any formal application for a conversion.

The Appendices to this Fair Share Plan include copies of relevant zoning changes and resolutions approving each of these inclusionary developments.

Special Needs Housing

The Township is not, itself, proposing to create special needs housing in order to address its third round fair share obligation. It had intended to do so as part of the prior round plan on one of two lots that would have been created by the developer of Huntington Knolls and conveyed to the Township for that purpose. Subsequently, the Township approved a modification of the original plan for providing affordable housing in the Huntington Knolls development. The modification allows the developer the option of substituting six (6) age-restricted units for six (6) group home bedrooms, and eliminating one of the two previously required "group home" lots.

Preliminary plans for the conversion of the entire Huntington Knolls development from an age-restricted project to a non-age-restricted development appear to include at least one six (6) bedroom special needs facility that is proposed by the developer as a way of addressing part of the 20% affordable housing set-aside requirement mandated by the Legislature for such a conversion. This special needs housing facility would have to be built and operated by a legitimate special needs housing provider, but it is understood that the developer of Huntington Knolls will either be building the facility for the special needs housing provider or covering any shortfall in the funding required to build such a facility, since the affordable housing units encompassed by the special needs housing facility would be fulfilling part of his 20% set-aside requirement.

Affordable Housing Ordinance and Affirmative Marketing Plan

The Township will adopt a new Affordable Housing Ordinance and Affirmative Marketing Plan that will be applicable to all new and existing affordable housing units within Holland. These are included in the Appendices to this Fair Share Plan.

Development Fee Ordinance and Spending Plan

The Township recently obtained COAH's approval, subject to one required amendment, of its updated Development Fee Ordinance. A copy of this Ordinance and COAH's approval are included in the Appendices to the Fair Share Plan.

A revised Spending Plan has been prepared for adoption by the Township Committee. It is also presented in the Appendices to the Fair Share Plan. The Spending Plan outlines the anticipated collection and distribution of mandatory development fees and in lieu contributions and the Township's proposals for spending the money that comes into the Affordable Housing Trust Fund. The Township understands that funds cannot be expended from the Affordable Housing Trust Fund without COAH's approval of the Spending Plan. In general, funds in the Affordable Housing Trust Fund will be spent for rehabilitation, the accessory apartments program, and administration as well as housing affordability programs.

Bonus Credits

The Housing Element portion of this document describes the 9 bonus credits to which Holland expects to be entitled as a result of the excess rental units in the plan.

Summary

Holland Township will address its entire current cumulative affordable housing obligation as follows:

Rehab Obligation:

25 units

Two (2) units rehabilitated and eligible for crediting; 23 units to be rehabilitated through an ongoing housing rehabilitation program in the Township.

Prior Round Obligation:

17 units

4 credits for RCA with Lambertville, fully executed

7 credits for 7 accessory apartments already created (rentals)

6 credits for 3 of the family rental units to be constructed by Jiovino at Huntington Knolls pursuant to a conversion (yet to be requested and approved) plus 3 rental bonuses

Third Round Obligation:

41 units reduced to 37 units due to permitted exclusions

13 family rental units at Huntington Knolls

6 special needs bedrooms at Huntington Knolls

8 rental bonuses from extra family rental units at Huntington Knolls

6 family rental units in VR-A zone

1 rental bonus from extra family rental unit in VR-A zone

3 accessory apartments in existing residential buildings with no net increase in number of bedrooms and no new septic systems (3 credits)

TOTAL

79 credits/79 unit cumulative obligation

The Appendices to the Fair Share Plan include the documentation and support required by COAH for each of the foregoing programs, as well as a new Affordable Housing Ordinance, a new Affirmative Marketing Plan, the Township's revised and COAH-approved Development Fee Ordinance, and a new Spending Plan.

Holland Township has been using Housing and Community Development Services, Inc. (HCDS) to administer its existing accessory apartment and rehabilitation programs. It expects to continue this relationship into the future. It has also retained the services of another Administrative Agent specifically to administer any new affordable units created in the Township and to manage the rentals of rehabilitated units and accessory apartment units. Copies of the current contracts with HCDS and with Piazza and Associates, the Administrative Agent for new units and rentals, are also included in the Appendices to the Fair Share Plan.

**FAIR SHARE PLAN
APPENDICES**

APPENDIX A
AFFORDABLE HOUSING ORDINANCE

Ordinance No. ____ - __ - __
Affordable Housing Ordinance
Township of Holland, Hunterdon County

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF HOLLAND, NEW JERSEY, TO ADDRESS THE REQUIREMENTS OF THE COUNCIL ON AFFORDABLE HOUSING (COAH) REGARDING COMPLIANCE WITH THE TOWNSHIP'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

BE IT ORDAINED by the governing body of the Township of Holland, Hunterdon County, New Jersey, that the Code of the Township of Holland, New Jersey, is hereby amended to include provisions addressing the Township's constitutional obligation to provide for its fair share of low- and moderate-income housing, consistent with N.J.A.C. 5:97-1, et seq., as may be amended and supplemented, and N.J.A.C. 5:80-26.1, et seq., as may be amended and supplemented, and pursuant to the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

The Holland Township Planning Board has adopted a 2010 Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the methods by which Holland Township shall address its fair share for low- and moderate-income housing as determined by the Council on Affordable Housing (COAH) and as outlined in the Housing Element and Fair Share Plan. This Ordinance is part of and implements the balance of the Fair Share Plan and addresses the requirements of N.J.A.C. 5:97-1, et seq., as may be amended and supplemented.

The Township of Holland shall file monitoring reports with COAH in accordance with N.J.A.C. 5:96 et seq. regarding the status of the implementation of the Housing Element and Fair Share Plan. Any report filed by Holland Township with COAH and any report prepared by COAH in response shall also be available to the public at the Holland Township Municipal Building, Township Clerk's Office, 1077 Highway 202 North, Holland, New Jersey, 08876, at the COAH offices at P.O. Box 813, 101 South Broad Street, Trenton, New Jersey 08625-0813 and on COAH's website.

Section 1. Municipal Fair Share Obligation

The Township of Holland has a third round fair share obligation consisting of a 17 unit prior round obligation (with 6 units remaining to be fulfilled), a 25 unit rehabilitation obligation (with 23 units remaining to be rehabilitated), and a 41 unit projected growth share obligation (adjusted for exclusions to 37 units). Notwithstanding the fact that the Housing Element and Fair Share Plan have been prepared based upon the projected third round growth share obligation, the actual

third round growth share obligation will be determined based on the actual development that occurs between January 1, 2004, and December 31, 2018, and calculated at the rate of one affordable housing unit for every four market rate residential units constructed and one affordable housing unit for every 16 jobs created through the development or expansion of non-residential floor area in accordance with the schedule presented in Appendix D of COAH's Substantive Rules (N.J.A.C. 5:97).

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent: means the entity responsible for the administration of affordable units in accordance with this Ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC (N.J.A.C. 5:80-26).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9 and in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable development” means a housing development of which all or a portion consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Assisted living residence” means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-

residential structure to residential use and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the median household income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by COAH’s adopted Regional Income Limits published annually by COAH.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with

allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of the rehabilitation program.

Section 3. Affordable Housing Programs

Holland Township has satisfied all but six (6) units of its prior round obligation and has determined that it will use the following programs to satisfy the balance of its prior round obligation, the remaining rehabilitation obligation and the third round growth share obligation, all of which programs are identified and more fully described in the adopted Third Round Housing Element and Fair Share Plan:

1. A rehabilitation program covering at least 23 units that will be available to owner-occupied and rental units alike. See Section 4.
2. Inclusionary residential development on a site in the VR-A district that has been zoned and approved for such development.
3. Inclusionary residential development on a site in the PCD/PSV district originally approved for an age-restricted planned development but currently expected to be converted to a non-age-restricted development pursuant to P.L. 2009, c. 82.
4. Supportive special needs housing as a component of the affordable housing to be provided in the PCD/PSV district.
5. Rental bonuses from the two inclusionary developments listed in paragraphs 2. and 3. above.

6. Accessory apartments via a modified version of the Township's existing accessory apartments program.

7. The following general guidelines apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units. All developers and providers of affordable housing units shall consult COAH's Rules and UHAC for requirements specific to the type of affordable housing development proposed.

Section 4. Rehabilitation

Holland's rehabilitation program will result in the rehabilitation of 23 additional deficient housing units occupied by low- and moderate-income households within Holland Township. It is the Township's intention to fund sufficient improvements to these units such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.

1. Holland Township will designate and contract with a qualified Rehabilitation Administrator for the implementation of the 23 unit rehabilitation program.
2. Both owner-occupied and renter-occupied units shall be eligible for rehabilitation funds.
3. All rehabilitated units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner occupied units, the control period shall be enforced with a lien, and, for renter occupied units, the control period shall be enforced with a deed restriction.
4. Holland Township shall dedicate funds based on a minimum of \$10,000 in hard costs for each unit to be rehabilitated through the rehabilitation program. Funds shall be authorized at the rate of \$30,000 in 2011, \$30,000 in 2012, and \$20,000 each year thereafter, with a minimum of \$120,000 (50% of the total hard costs) to have been authorized and available by December 31, 2015, or at the end of the first five years of the program. The \$10,000 per unit figure is the minimum required for the hard costs of rehabilitation alone. The cost of the Rehabilitation Administrator's services shall be over and above the hard cost of the rehabilitation.
5. The Township of Holland shall adopt a resolution committing to fund any shortfall in its rehabilitation program.
6. The Rehabilitation Administrator shall provide a rehabilitation manual for the rehabilitation program to be adopted by resolution of the governing body so as to ensure that COAH's rehabilitation program requirements are met. The manual shall be continuously available for public inspection in the Office of the Township Clerk, in the office of the Township's Affordable Housing Liaison, and in the office of the Rehabilitation Administrator.

7. Units in a rehabilitation program shall be exempt from N.J.A.C. 5:97-9 and UHAC, but shall be administered in accordance with the following:

a. Upon the initial rental of a vacant unit subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and to be affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC.

b. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.

c. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

d. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:97-9 and UHAC., except that households in owner occupied rehabilitation units shall be exempt from the regional asset limit.

Section 5. Permanent Supportive Living and Supportive Shared Living Housing (Special Needs Housing)

1. The administration of a supportive living housing facility shall be in compliance with N.J.A.C. 5:97-6.10, including the administration thereof in accordance with N.J.A.C. 5:97-9 and UHAC, with the following exceptions:

a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms shall be affirmatively marketed to individuals with special needs in accordance with a plan approved by COAH's Executive Director; and

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, supportive living housing facilities shall have the appropriate controls on affordability in accordance with N.J.A.C. 5:97-9 and UHAC.

3. The service provider for a supportive living housing facility shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the supportive living housing facility.

Section 6. Inclusionary Zoning

1. Holland Township has two inclusionary residential development sites in its Housing Element and Fair Share Plan.

2. In these two developments and in any other existing or currently unanticipated inclusionary developments, the following phasing schedule shall be followed for the delivery of the affordable housing units:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

Section 7. New Affordable Housing Unit Construction

The following requirements shall be applicable to all inclusionary residential developments that include affordable housing and to any municipal construction/100% affordable housing developments that may be built within the Township of Holland.

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
 - a. Affordable housing units constructed on each site shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
 - b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
 - c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - 2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;
 - 3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
 - 4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
 - d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units

within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

- 1) An adaptable toilet and bathing facility on the first floor;
- 2) An adaptable kitchen on the first floor;
- 3) An interior accessible route of travel on the first floor;
- 4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor;
- 5) An interior accessible route of travel between stories within an individual unit, except that if all of the terms of paragraphs b.1) through b.4) above have been satisfied, an interior accessible route of travel shall not be required between stories within an individual unit; and
- 6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, or evidence that Holland has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - b) To this end, the builder of restricted units shall deposit funds within the Township of Holland's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - c) The funds deposited under paragraph 6)b) above shall be used by the Township of Holland for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate for the conversion of adaptable to accessible entrances to the Construction Official of the Township of Holland.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township CFO, who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 10 percent of all low- and moderate-income rental units shall be affordable to very low-income households.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type,

and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

Section 8. Accessory Apartments

1. The accessory apartment program shall be available to both low and moderate income units.

2. The following provisions shall apply to an accessory apartment program:

a. A minimum of \$20,000 per unit shall be granted to subsidize the creation of each moderate-income accessory apartment and a minimum of \$25,000 per unit shall to granted to subsidize the creation of each low-income accessory apartment. The subsidy may be used to fund actual construction costs to create the accessory apartment and/or to provide compensation to the owner for the reduced rental rates. The selection of the subsidy and accompanying restriction shall be at the discretion of the owner.

b. In view of the septic density limits applicable within the Highlands Preservation Area, no new septic system shall be required or constructed to accommodate the accessory apartment. Consequently, the net number of bedrooms within the host unit plus the accessory apartment shall not exceed the number of bedrooms already existing in the host unit.

3. The units shall comply with N.J.A.C. 5:97-9 and UHAC with the following exceptions:

a. Control periods for rental units (N.J.A.C. 5:80-26.11(a)); accessory apartments may have 10-year controls on affordability;

b. Bedroom distribution (N.J.A.C. 5:80-26.3(b) and (c)); there is no limit on the number of bedrooms in each unit other than the requirement in 2.b. above that the net number of bedrooms in both the host unit and the accessory apartment not exceed the number of bedrooms already existing in the host unit;

c. Low/moderate income split (N.J.A.C. 5:80-26.3(a)); accessory apartments shall be exempt from the requirement that at least 50 percent of the units created shall be affordable to households earning 50 percent or less of regional median income; and

d. Affordability average (N.J.A.C. 5:80-26.3(d) and (e)); however, the maximum rent for a moderate-income unit shall be affordable to households earning no more than 60

percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income.

Section 9. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

Section 10. Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

Section 11. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Holland takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the

unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 12. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 14.

Section 13. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

2. Notwithstanding the foregoing, however, the Administrative Agent may, subject to COAH's approval, permit moderate-income purchasers to buy low-income units in housing markets determined by COAH to have an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing restrictions for low-income units.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to a certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

Section 14. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 15. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of

the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 16. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Holland Township takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Hunterdon. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure on the property

containing the unit.

Section 17. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative

Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 18. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 19. Municipal Housing Liaison

1. COAH requires municipalities to appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. Holland Township has adopted an Ordinance creating the position of Municipal Housing Liaison and has adopted a resolution appointing a Municipal Housing Liaison.
2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - a. Serving as the Township's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - b. Monitoring the status of all restricted units in the Fair Share Plan;
 - c. Compiling, verifying and submitting annual monitoring reports as required by COAH;
 - d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
 - e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by COAH.
3. The Township of Holland has designated an Administrative Agent to administer newly constructed affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC. Operating Manuals have been prepared by the Administrative Agent, adopted by the governing body and approved by COAH. The Operating Manual is and shall remain available for public inspection in the Office of the Township Clerk, in the Office of the Municipal Housing Liaison, and in the office of the Administrative Agent.

Section 20. Administrative Agent

The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:

1. Affirmative Marketing:
 - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Holland and the provisions of N.J.A.C. 5:80-26.15; and

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and

f. Employing a random selection process as provided in the Affirmative Marketing Plan and the Affordable Housing Operating Manual of the Township of Holland when referring households for certification to affordable units.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Hunterdon County Register of Deeds or Hunterdon County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and

b. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund or other appropriate municipal fund approved by the DCA; and

f. Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time for their submission by the Municipal Housing Liaison to COAH, as required by COAH.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH.

Section 21. Affirmative Marketing Requirements

1. The Township of Holland shall adopt by resolution an Affirmative Marketing Plan that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward COAH Housing Region 3 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 3, comprised of Hunterdon, Hunterdon and Middlesex Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Holland shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the Holland Township Municipal Building; and the developer's sales or rental office. Applications shall be mailed to prospective applicants upon request.

9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 22. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

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

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Holland Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the

difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 23. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Executive Director of COAH.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

ATTEST:

TOWNSHIP OF HOLLAND

Catherine Miller, RMC,
Township Clerk

The Honorable Edward Burdzy,
Mayor

APPENDIX B
AFFIRMATIVE MARKETING PLAN

**RESOLUTION
OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF HOLLAND, COUNTY OF HUNTERDON
STATE OF NEW JERSEY
ADOPTING THE 'AFFIRMATIVE MARKETING PLAN'
FOR THE TOWNSHIP OF HOLLAND**

WHEREAS, in accordance with the regulations of COAH pursuant to N.J.A.C. 5:97-1, *et seq.*, and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Township of Holland is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the Township of Holland, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the COAH Housing Region encompassing the Township of Holland.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Holland, County of Hunterdon, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of Holland shall be marketed in accordance with the provisions herein unless otherwise provided in COAH's Rules at N.J.A.C. 5:97-1, *et seq.*
- B. The Township of Holland has a six (6) unit balance remaining to be fulfilled from its prior round obligation and a third round growth share obligation. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Township's prior round Fair Share Plan as well as its current Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Township of Holland. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township of Holland, shall undertake all of the following strategies:

1. Publication of one advertisement in a newspaper of general circulation within the housing region.
2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
3. At least one additional regional marketing strategy using one of the other sources listed below.

E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Holland is located in COAH Housing Region 3, consisting of Hunterdon, Somerset and Middlesex Counties.

F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for low and moderate income units shall appear in the Hunterdon Democrat, the Courier News and the Home News Tribune.
2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
3. The advertisement shall include a description of the:
 - a. Location of the units;
 - b. Directions to the units;
 - c. Range of prices for the units;
 - d. Size, as measured in bedrooms, of units;

- e. Maximum income permitted to qualify for the units;
 - f. Location of applications;
 - g. Business hours when interested households may obtain an application; and
 - h. Application fees.
4. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Hunterdon County and the other two of which shall be circulated primarily outside of Hunterdon County but within the housing region.
5. The following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:
- a. WKXW (101.5 FM)
 - b. WOR (710 AM)
 - c. WCBS (880 AM)
 - d. Comcast of Central New Jersey
 - e. Cablevision of Raritan Valley
- G. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
- 1. Holland Township Municipal Building
 - 2. Holland Township Web Site
 - 3. Developer's Sales/Rental Offices
 - 4. Hunterdon County Administration Building
 - 5. Somerset County Administration Building
 - 6. Middlesex County Administration Building
 - 7. Hunterdon County Library (all branches).

9. Somerset County Library (all branches)
10. Middlesex County Library (all branches)

Applications shall be mailed by the Administrative Agent and Municipal Housing Liaison to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.

H. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Hunterdon, Somerset and Middlesex Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers identified in Attachment A, Part III, Marketing, Section 3d of COAH's *Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 3* (attached to and hereby made part of this Resolution).

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Hunterdon County Board of Realtors
Somerset County Board of Realtors
Middlesex County Board of Realtors

2. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies within the counties of Hunterdon, Somerset and Middlesex:

Welfare or Social Service Board (via the Director)
Rental Assistance Office (local office of DCA)
Office on Aging
Housing Authority (municipal or county)
Community Action Agencies
Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all of the major employers within the region, as listed on Attachment A, Part III, Marketing, Section 3d.

- I. The following is a listing of community contact person(s) and/or organizations in Hunterdon, Somerset and Middlesex Counties that will aid in the affirmative marketing program and provide guidance and counseling services to prospective occupants of low and moderate income units:
1. Somerset County Coalition on Affordable Housing, 600 First Avenue, Suite 3, Raritan, NJ 08869
 2. Brunswick and Raritan Housing Corporation, P.O. Box 11575, New Brunswick, NJ 08906
 3. Housing Coalition of New Jersey, 78 New Street, 3rd Floor, New Brunswick, NJ 08901
 4. Northwest New Jersey Community Action Program, Inc. (NORWESCAP), 350 Marshall Street, Phillipsburg, NJ 08865
 5. Holland Township Municipal Affordable Housing Liaison and Administrative Agent.
- J. A random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (I). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 3 comprised of Hunterdon, Somerset and Middlesex Counties.
- J. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26-1, *et seq.*
- K. The Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
- L. All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

- M. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or reoccupancy of units continues to be necessary.
- N. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, *et seq.*

I hereby certify that this is a true copy of a resolution duly adopted by the Township Committee of the Township of Holland at a Township Committee meeting held on June 1, 2010.

Laura Eidsvaag, RMC, Township Clerk

ATTACHMENT A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 3)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Hunterdon, Middlesex, Somerset		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.
--

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

- White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input type="checkbox"/>		Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input type="checkbox"/>		Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input type="checkbox"/>		Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Parsippany Life	Morris

<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset

Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
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TARGETS ENTIRE COAH REGION 3

<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYY-TV WHYY, Inc.	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	

<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG CBS Broadcasting, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York, LLC	Spanish

TARGETS PARTIAL COAH REGION 3

<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc.	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed TV Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp.	Hunterdon, Somerset
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp.	Hunterdon, Somerset
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset

<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. of Info., Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	

<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	

TARGETS PARTIAL COAH REGION 3

AM

<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex

<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGL 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex
<input type="checkbox"/>		WRSU-FM 88.7	Middlesex
<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex

<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBL5 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
Weekly			
	Nuestra Comunidad	Central/South Jersey	Spanish-Language
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 3			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian Community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Hunterdon County		
<input type="checkbox"/>	Merck & Co.	1 Merck Dr., Whitehouse Station

<input type="checkbox"/>		Hunterdon Medical Center	2100 Wescott Drive, Flemington, NJ 08822
<input type="checkbox"/>		Foster Wheeler	Perryville Corporate Park, Clinton, NJ 08809-4000
<input type="checkbox"/>		Chubb Insurance Co.	202 Halls Mill Rd., Whitehouse Station, NJ 08889
<input type="checkbox"/>		Exxon-Mobil Research & Engineering	1545 US Highway 22 E., Annandale, NJ 08801
<input type="checkbox"/>		New York Life	110 Cokesbury Rd, Lebanon
Middlesex County			
<input type="checkbox"/>		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, NJ 08901
<input type="checkbox"/>		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
<input type="checkbox"/>		Johnson & Johnson	1 Johnson & Johnson Plaza, New Brunswick
<input type="checkbox"/>		Prudential Insurance Company	44 Stelton Rd. # 130, Piscataway
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl., New Brunswick, NJ 08901
<input type="checkbox"/>		Silverline Building Products	207 Pond Ave, Middlesex, NJ 08846
<input type="checkbox"/>		St. Peter's University Hospital	254 Easton Ave., New Brunswick
<input type="checkbox"/>		Telecordia Technology	444 Hoes Ln., Piscataway
<input type="checkbox"/>		J.F.K. Medical Center	65 James Street, Edison, NJ 08818
<input type="checkbox"/>		Raritan Bay Medical Center	530 New Brunswick Av., Perth Amboy, NJ 08861
<input type="checkbox"/>		Amerada Hess Corporation	405 Main St., Woodbridge and 679 Convery Blvd., Perth Amboy
<input type="checkbox"/>		Dow Jones & Company	54 Eddington Ln., Monroe Twp
<input type="checkbox"/>		Siemens AG	755 College Rd. E., Princeton
<input type="checkbox"/>		AT&T	1 Highway Ter., Edison
<input type="checkbox"/>		Engelhardt Corporation	101 Wood Ave. S., Metuchen
Somerset County			
<input type="checkbox"/>		AT&T	1414 Campbell St., Rahway
<input type="checkbox"/>		ABC Limousine	574 Ferry St., Newark
<input type="checkbox"/>		Bloomberg LP	1350 Liberty Ave., Hillside
<input type="checkbox"/>		Courier News	1091 Lousons Road, PO Box 271, Union, NJ
<input type="checkbox"/>		Emcore Corp.	800 Rahway Ave. Union, NJ
<input type="checkbox"/>		Ethicon, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ
<input type="checkbox"/>		Fedders Corp.	27 Commerce Drive, Cranford, NJ

<input type="checkbox"/>		ICI Americas, Inc.	450 West First Ave., Roselle, NJ
<input type="checkbox"/>		ITW Electronic Component Packaging	600 Mountain Ave., Murray Hill, NJ
<input type="checkbox"/>		Johnson & Johnson	1 Merck Drive, PO Box 2000 (RY60-200E), Rahway, NJ
<input type="checkbox"/>		Tekni-Plex, Inc.	865 Stone Street, Rahway, NJ
<input type="checkbox"/>		Ortho-Clinical Diagnostics, Inc.	1401 Park Ave. South, Linden
<input type="checkbox"/>		Hooper Holmes, Inc.	170 Mount Airy Rd., Basking Ridge, NJ 07920

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
<input type="checkbox"/>	BUILDING	LOCATION
<input type="checkbox"/>	Middlesex County Administration Bldg.	75 Bayard Lane, New Brunswick, NJ 08903
<input type="checkbox"/>	Somerset County Admin. Bldg.	20 Grove Street, Somerville, NJ 08876
<input type="checkbox"/>	Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
<input type="checkbox"/>	Hunterdon County Library Headquarters	314 State Highway 12, Flemington, NJ 08822
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
4c. Sales/Rental Office for units (if applicable)		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

Name (Type or Print)

Title/Municipality

Signature

Date

APPENDIX C
ACCESSORY APARTMENT PROGRAM DOCUMENTATION

To be Completed in Final Submission to COAH

ACCESSORY APARTMENTS (N.J.A.C. 5:97-6.8)

General Description

Municipality/County: Enter Municipality and County Name

Affordable Units Proposed: _____

Family: _____

Low-Income: _____

Moderate-Income: _____

Age-Restricted: _____

Low-Income: _____

Moderate-Income: _____

Average expenditure:

For each low-income unit: \$ _____

For each moderate-income unit: \$ _____

Information and Documentation Required with Petition

- Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here in lieu of submitting forms.)
- Draft or adopted accessory apartment ordinance
- Documentation of funding sources
- Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- Demonstration that the housing stock lends itself to accessory apartments
- Demonstration that there is water and sewer infrastructure with sufficient capacity to serve the proposed accessory apartments (indicate below type of infrastructure)
 - Public water and sewer system; OR
 - If served by individual well and/or septic system, the municipality must show that the well and/or septic system meet the appropriate NJDEP standards and have sufficient capacity for additional unit

Information and Documentation Required Prior to Substantive Certification

- Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- Affirmative Marketing Plan in accordance with UHAC

Accessory Apartment Narrative Section

TOWNSHIP OF HOLLAND
COUNTY OF HUNTERDON, STATE OF NEW JERSEY
RESOLUTION OF INTENT TO FUND SPENDING PLAN SHORTFALL FOR
AFFORDABLE HOUSING PROGRAMS IN FAIR SHARE PLAN

WHEREAS, portions of the May 26, 2010, Third Round Housing Element and Fair Share Plan of this Township as adopted by the Holland Township Planning Board and endorsed by the Township Committee of the Township of Holland provide for a financial commitment by the Township; and

WHEREAS, the New Jersey Council on Affordable Housing (COAH) requires a municipality to state its intent to cover any shortfall in the funding of its affordable housing programs as set forth in the Spending Plan and the Fair Share Plan, including its intention to incur bonded indebtedness, if necessary, to provide the funds required for the timely implementation of the Fair Share Plan;

RESOLVED, by the Township Committee of the Township of Holland, in the County of Hunterdon, New Jersey, as follows:

1. That to the degree that the funds required for the implementation of the Township's adopted 2010 Fair Share Plan, as more particularly set forth in the Spending Plan adopted by the Township Committee on June 1, 2010, are not available at the time they are needed from funds collected from developers under the Development Fee Ordinance, or from in lieu payments from developers to cover a fraction of an affordable unit generated by their respective developments, or from outside grants, the Township will provide the funding needed to cover any shortfall from appropriations in the Township's annual budget or by incurring indebtedness by authorizing and issuing, pursuant to the Local Bond Law, bonds and/or bond anticipation notes to the extent of the funding deficiency, with the understanding that any payments subsequently collected from developers under the Development Fee Ordinance or any "in lieu of" contributions from developers to cover a fraction of an affordable unit generated by their respective developments may be used to reimburse the Township for the costs of the programs such funds are intended to cover; and

2. That the Township currently has the unencumbered capacity to incur such debt under the Local Bond Law.

CERTIFICATION

I, Catherine Miller, RMC, Clerk of the Township of Holland, County of Hunterdon, hereby certify the foregoing to be a true copy of a resolution adopted by the Township Committee of the Township of Holland at a duly noticed and duly convened regular meeting held on June 1, 2010.

Catherine Miller, RMC, Township Clerk

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of this 1ST day of January, 2010 by and between the TOWNSHIP OF HOLLAND, NEW JERSEY (hereinafter referred to as the Township), and HOUSING & COMMUNITY DEVELOPMENT SERVICES, INC., a New Jersey corporation (hereinafter referred to as the Consultant);

WITNESSETH THAT:

WHEREAS, the Township has received New Jersey Council on Affordable Housing Substantive Certification for implementation of the existing Accessory Apartments Program for low and moderate-income households; and,

WHEREAS, the Township desires to retain the services of Housing and Community Development Services, Inc. to administer the existing Accessory Apartments Program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

~~The Consultant shall, in collaboration with appropriate Township officials and staff, at the direction and request of the Township, perform and carry out in a satisfactory and proper manner, the following:~~

A. Provision of Accessory Apartments Program Services for Six Existing Units

The Consultant shall provide services to maintain the program for six existing apartment units. The services shall include applicant/tenant unit inspection and tenant certification, affordability controls; re-rental; and, enforcement.

1. Household Certification
 - (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
 - (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of rental certificates set forth in Appendix K of N.J.A.C. 5:80-26.1 et. Seq.;

- (2) Affordability Controls
 - (a) Furnishing to attorneys or closing agent's forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

- (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
 - (d) Communicating with lenders regarding foreclosures; and
 - (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (3) Rental
- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for rental; and
 - (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for re-rental.
- (4) Enforcement
- (a) The posing annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - (b) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - (c) Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal funds approved by the DCA;
 - (d) Providing annual reports to COAH as required.

II. TIME OF PERFORMANCE

The services of the Consultant shall be undertaken in such sequence as to assure their expeditious completion in light of the purposes of the proposal.

The Consultant shall provide the services set forth herein for a period of not less than twelve (12) months. Subsequent to the twelve (12) month period, the provisions of this proposal may be extended for additional period(s) of twelve (12) months through the duration of the rehabilitation program period provided:

A. Performance

The Consultant has, in the judgment of the Township, provided the services set forth herein in a satisfactory manner.

B. Extension Agreement

The Township and the Consultant do not take action to terminate this contract, pursuant to the provisions of Article III. below.

C. Compensation

The amount of compensation to be provided as set forth in Article III. below may, at the mutual agreement of the Township and the Consultant, be revised to reflect change in the cost of the delivery of the services set forth herein.

III. COMPENSATION AND METHOD OF PAYMENT

The Township shall pay the Consultant for the agreed upon Consultant services hereunder in accordance with the fee schedules as set forth in Paragraph A of this Article III. All monies payable to the Consultant are subject to a receipt of a requisition for payment from the Consultant stating that he has performed the work under this proposal in conformance with the proposal, and that he is entitled to receive the amounts requisitioned under the terms of the proposal. Monies called for under such requisition are due and payable within 45 days of the date of said requisition.

A. Provision for Accessory Apartments Program Services for Creation of Seven Units.

The fee for the Consultant services as set forth in Article I.A., shall be in accordance with the following per case fee schedule:

--	Program Administration	\$1,000
--	Applicant Selection/Certification	\$1,000
--	Unit Inspection	<u>\$1,000</u>
		\$3,000

The Consultant's fee will be billed monthly in accordance with the above payment schedule.

It is expressly understood and agreed that the Consultant shall not be obligated under the terms of the proposal after receiving said compensation and reimbursement for the services required hereunder, unless the maximum compensation is increased pursuant to an amendment to this proposal.

IV. CANCELLATION OR TERMINATION

This proposal shall continue in force and govern all relationships and transactions between the parties until cancelled or terminated. Either party may cancel or terminate this proposal at any time for just cause, providing the party desiring to terminate and cancel this proposal gives unto the other a thirty (30) day written notice by registered mail of such intention. If this proposal is terminated, the Consultant shall be paid for all services performed to the date of termination.

V. INSURANCE AND INDEMNITY

The Township and the Consultant do mutually agree as follows:

- A. Consultant's Insurance. The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, and comprehensive general liability insurance coverage.
- B. Corporation's Insurance. The Corporation shall acquire and maintain statutory workmen's compensation insurance coverage, and comprehensive general liability insurance coverage.

VI. GENERAL

Certain general contractual provisions are set forth as follows:

- A. Extent of Agreement. This agreement represents the entire and integrated agreement between the City and the Consultant, 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 Township and the Consultant.
- B. Damages. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. Limited Warranty by Consultant. The Consultant shall render services under this agreement in accordance with generally-accepted professional practices. The Consultant shall not, however, be responsible for delays caused by employees and/or agents of the Township, nor shall the Consultant be responsible for acts or omissions of the Township's employees and/or agents, provided that the Consultant gives timely notice to the Township of any such events.
- D. Waivers. In the event any provisions of the agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall be construed by the other party as a waiver or subsequent breach of the same by the other party. No waiver shall have any effect, unless given in writing by the appropriate officer or employee and served by registered mail. Any such waiver shall be ineffective unless signed to by comment in writing and served by registered mail by either party.

VII. TOWNSHIP RESPONSIBILITIES

The Township shall provide the following assistance and services to the Consultant, as necessary, to assure effective implementation of the services as set forth in Article II of this contract.

- A. Provision of program office space and related equipment for program operation (desk, telephone, file cabinet, etc).
- B. Cooperation of Department staff relative to program implementation and data needs for documenting client records.

VIII. OTHER PROVISIONS

This agreement is subject to the provisions of Form FAP – 2010 entitled "General Terms and Conditions", a copy of which is attached hereto marked "Exhibit A" and reference thereto incorporated herein.

Upon completion of this agreement, the Consultant shall not be required to provide any additional services without being further compensated.

IN WITNESS WHEREOF, the Township and the Consultant have executed this agreement as of the date first above written.

ATTEST:

TOWNSHIP OF HOLLAND

Catherine Myrland

BY: Edward De Bury

ATTEST:

HOUSING & COMMUNITY DEVELOPMENT
SERVICES, INC.

Audri Cronowicz

BY: Frank [Signature]

"EXHIBIT A"

GENERAL TERMS AND CONDITIONS

1. Extent of Agreement - This Agreement represents the entire and integrated Agreement between the Public Body and the Consultant 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 Public Body and the Consultant.
2. Termination of Contract for Cause - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Public Body become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of Contract by the Consultant, and the Public Body may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Consultant is determined.
3. Limited Warranty by Consultant - The Consultant shall render services under this Agreement in accordance with generally accepted professional practices. The Consultant shall not, however, be responsible for delays caused by employees and/or agents of the Public Body, nor shall the Consultant be responsible for acts or omissions of the Public Body's employees and/or agents, provided that the Consultant gives timely notice to the Public Body of any such events.
4. Consultant's Insurance - The Consultant 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 or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
6. Ownership of Material - Ownership of all data, material, manuals, and documentations originated and prepared for the Public Body pursuant to this contract shall belong exclusively to the Public Body.
7. Records, Access & Retention - The Public Body, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for seven (7) years after the Public Body makes final payment and all other pending matters are closed.

8. Audit - The Public Body, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific program for the purpose of making audit, examination, excerpts, and transcriptions.
9. Assignability - The Consultant shall not assign any interest in this Contract; and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Public Body; provided, however, that claims for money due or to become due the Consultant from the Public Body under this Contract may be assigned to a bank, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.
10. Equal Employment Opportunity - In compliance with Federal Executive Orders 11246 and 11375, applicable Federal regulations and New Jersey State laws, in carrying out this Agreement the Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, nationality trait, liability for military service, ornamental or physical disability, subject only to conditions and limitations applicable alike to all persons. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, liability for military service, or mental or physical disability subject only to the limitations applicable alike to all persons. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and, setting of work conditions.
11. "Section 3" Compliance in the Provision of Training Employment and Business Opportunities - This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement.

The Consultant agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this Agreement.
12. Conflict of Interest Provision - The Consultant shall comply with the Conflict of Interest Provision as set forth in 24 CFR Part 570.611.
13. Compliance with Local Laws - The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments.
14. Remedies - Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Public Body and Consultant 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 within the State of New Jersey.

**Additional Material in the Form of a Manual and Necessary Amendments to the
Township's Ordinances to Reflect COAH's Current Rules
will be Included in Final Submission to COAH**

APPENDIX D
REHABILITATION PROGRAM DOCUMENTATION