

Appendix C: Rehabilitation Documentation

CAMDEN COUNTY COMMUNITY DEVELOPMENT Home Improvement (HIP) HOUSING REHABILITATION PROGRAM

POLICY

GUIDELINES AND PROCEDURES

ADMINISTERED FOR COMMUNITY DEVELOPMENT BY;

CAMDEN COUNTY IMPROVEMENT AUTHORITY

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HOME IMPROVEMENT PROGRAM

I. INTRODUCTION

A. Introduction and Legal Basis

The Home Improvement Program is designed for one to four unit owner-occupied housing. It will be funded with federal Community Development Block Grant (CDBG) funds, HOME funds and program income derived from repayments of deferred loans. As such, the program must be established in accordance with the appropriate regulations of the Department of Housing and Urban Development (HUD) as they relate to the two programs.

B. Objective and Purpose of Rehabilitation

Section 570.2 of the regulations of the Community Development Block Grant Program begins with:

“the primary objective of the CDBG Program is the development of viable urban communities, by providing decent, affordable housing and a suitable living environment...” Consistent with this primary objective, not less than 70% of CDBG funds received by the grantee shall be used in accordance with the applicable requirements for activities that benefit low and moderate income families and households.

Rehabilitation of owner-occupied housing meets the stated objectives of a low/moderate income benefit and is clearly an eligible activity under the CDBG regulations as is addressed by Sections 24CFR 570.208(a)(3) and 570.202 (a) and (b).

The purpose of the Home Improvement Program is to provide technical and financial assistance to eligible homeowners in Camden County. This assistance is designed to upgrade the existing housing stock by correcting serious housing code violations that are found to be dangerous or injurious to the occupants.

C. Definitions

1. *Low and Moderate Income Household* means a household having an income equal to or less than the Section 8 low income limit established by HUD.
2. *Low and Moderate income Person* means a member of a family having an income equal to or less than the Section 8 low income limit established by HUD.
3. *Household* means all persons who occupy a housing unit. The occupants may be a single family, a person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.
4. *Income.* For the purpose of determining whether a household is low and moderate income, eligibility will be based on the definition in 24 CFR Part 5 (commonly referred to as Section 8 guidelines). The income of all adult household members shall be included, (HOME regulations at 24 CFR Part 92.203(b)(3); CDBG regulations at 24 CFR Part 570.)

5. *Annual Household Income* is defined as the current total income of each adult member of the household over the next 12-month period. Annual household income is determined by projecting the prevailing rate of income of each person in the household at the time assistance is provided.

II. **COUNTY WIDE HOME IMPROVEMENT PROGRAM**

A. **Program Eligibility Qualifications**

The objective of the program is to provide qualified low and moderate-income homeowners with the financial and technical assistance necessary to correct deficiencies in existing housing throughout the Urban County. This manual is designed to effectuate the above stated objective in the most efficient and cost effective manner, by giving program administrators clearly defined policies, operating procedures, and standards of performance. Program staff will use the following specific standards to determine whether or not an applicant is eligible for participation in the program:

1. Ownership
2. Insurance and Real Estate Tax Requirements
3. Income Qualifications
4. Property Qualifications

1. **Ownership Qualifications**

- a) Year round owner-occupants of 1 to 4 unit substandard residential properties.
- b) Applicants must be the owner of the property for a period of at least one-year prior to making application.
- c) Legal entities, including but not limited to for-profit corporations, partnerships, etc., are **not** eligible for program participation.

2. **Insurance and Real Estate Tax Requirements**

- a) The applicant must provide proof of hazard insurance in an amount to cover all existing debt on the property, plus the amount of the County's assistance.
- b) The hazard insurance must cover loss or damage caused by fire or other hazards. The insurance company, amounts of coverage and forms of all policies must be acceptable to the County. The Home Improvement Program prohibits co-insurance of the sharing of risk by more than one insurance company. The applicant must present evidence of such a policy, which will remain in full force and effect throughout the terms of the form of assistance provided.
- c) The applicant shall be eligible for participation in the program only after evidence has been submitted and verified by the Loan Advisor of the status of the deed, all mortgages, property taxes, utilities and other indebtedness. Real estate taxes must be current or the homeowners must be making all required payments pursuant to a plan approved in writing by the County Tax Collector for payment of delinquent taxes. A copy of the deed shall be submitted and kept on file.

3. **Income Qualifications**

- a) All low and moderate income 1 to 4 unit owner-occupants within the Urban County of Camden may apply.
- b) In all cases, the income documentation of all householders must be secured and analyzed. In the case of a 2 to 4 unit structure, the owner occupant must be a qualified low and moderate income household. Rent received from the other unit(s) will be considered as part of the income of the owner occupied unit.
- c) In all cases, the owner/family must have a low to moderate income based on the HUD guidelines for Section 8 as updated annually.
- d) When computing household income to determine eligibility, the combined income of all adult household members must be counted. (See appendix for full definition)
- e) Per HUD regulations, income determinations must be updated after six (6) months if no action is taken on the application.

4. Property Qualifications

- a) In order for a property to qualify it must be a 1 to 4 unit residential property and have identified substandard housing systems or elements that require rehabilitation.
- b) Non-residential properties and rooming houses are **not** eligible for program participation.
- c) Priority will be given to properties where children with elevated blood lead levels have been diagnosed reside or spend considerable portions of their time and is the source of the lead based paint poisoning.
- d) Units must be free of debris and inspectors must have access to ALL areas of each home including attics, crawl spaces, bathrooms, basements and garages. Owners will be given 30 days to correct conditions that limit the ability of the inspector such as:
 - ☞ Excessive debris, trash, etc.
 - ☞ Animals that cannot be locked up or have not been cleaned up after.
 - ☞ Insect or rodent infestation
 - ☞ Other unhealthy or dangerous situations as determined by the HIP Inspector.

B. Limitation on Number and Amount of Loans

- 1) Eligible property owners are limited to one (1) loan within a three (3) year period. Participants may only receive one (1) HOME funded loan regardless of timespan.
- 2) Total HIP assistance may not exceed the \$20,000 loan limit including Lead Hazard Control work. Special exceptions may be made at the discretion of the Director.

C. Conflict of Interest

- 1) In accordance with Part 570.611 of the Community Development Block Grant regulations “Conflict of interest”, no person may receive assistance or derive a financial benefit from this program who is an employee, agent, consultant, officer, elected official or appointed official of the County of Camden who exercises or has exercised any functions or responsibilities with respect to CDBG activities (including the HIP), or is in a position to participate in a decision-making process or gain inside information with regard to such activities, or have a financial interest in any contract, subcontract or agreement either for themselves or those with whom they have business or immediate family ties.
- 2) If there is a potential conflict, HIP program administrators will take the steps necessary to determine as early in the process as possible if a conflict exists, whether there are circumstances for which an exception may be granted, and will notify the applicant accordingly.

D. Property Improvement Standards

1. Lead Hazard Control

The U. S. Department of Housing and Urban Development promulgated new regulations on September 15, 1999 (64FR 50140) establishing requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential property and housing receiving Federal assistance. This regulation is referred to as the Lead Safe Housing Regulation (24 CFR Part 35). The HIP will be operated in accordance with these requirements.

Work involving lead hazard control, will be provided as a deferred loan. All participating properties will be tested for the presence of lead-based paint. Such surfaces as are determined to constitute a hazard or will be disturbed during the course of rehabilitation activities will be treated. The purpose of this work is not to abate, or remove all lead-based paint in a dwelling, but to control hazards through encapsulation, removal or other acceptable interim control measures as prescribed by the Environmental Protection Agency.

a) Lead Paint Testing and Risk Evaluation:

The County will engage the services of a certified Risk Assessor/Evaluator to perform Lead-based paint testing and related services. A report on the condition and presence of lead in all painted surfaces within the home will be provided as well as an analysis of any exterior soils and interior dust wipe tests performed. The results of this test and the manner in which identified hazards will be treated will be reviewed with the homeowner.

b) Lead Based Paint Hazard Control – Interim Controls:

Only contractors that are trained in Lead Safe Work Practices or are certified Lead Abatement Contractors may perform such work. A list of contractors will be provided to homeowners. If possible, lead hazard control work may be separately bid from rehabilitation work to maximize the number of contractors performing work under this program and to minimize the time commitment of the trained and certified contractors.

c) Occupant Protection:

Occupants must not be present in dwelling units during lead based paint hazard control activities. It is the property owners responsibility to arrange temporary living quarters during such activity.

CLEARANCE:

Upon completion of the interim control work, and before the occupants may return to the unit, the unit must be cleared according to the standards set by the NJ code. A Risk Assessor/Evaluator or other trained and certified individual licensed by the state of New Jersey will perform the clearance testing or the County Health Department will provide testing services. All dust swipe tests will be sent to an accredited laboratory for analysis. If after the first test the unit does not pass, the expense for subsequent testing will be borne by the contractor.

2. Permitted Rehabilitation Improvements

- a) All properties under consideration for assistance under the HIP Program will be evaluated pursuant to the standards established by HUD Housing Quality Standards. All applicable local codes and ordinances and sound building standards shall apply.
- b) If funds allow, general property improvements may be permitted if all of code violations have been addressed.
- c) Luxury Property Improvements such as jacuzzi tubs are not allowed. This prohibition stands even in cases where a medical doctor might recommend such improvements. Work on ancilliary buildings on the site are not eligible for rehabilitation except exterior work required to address lead-based paint hazards in surrounding soils.

3. Self Help and Homeowner Financed Work

- a) Under no circumstances will HIP provide materials so a homeowner can make improvements on a Self Help basis.
- b) If a homeowner chooses to contract for additional work not covered by the HIP loan/contract, such work may not begin until after all work financed by HIP is complete and the final payment has been issued to the contractor.

E. Emergency Procedures

An emergency is a sudden and unforeseen event that renders the housing unit uninhabitable. For example, when a heating unit fails in the middle of winter, the occupants of the unit are not able to live there. Other specific conditions include – no hot water, water or sewer service interruptions, severe roof leaks and hazardous electrical conditions.

Items not considered an emergency are: sewer line cleaning, heater servicing, painting, small roof leaks, broken window panes.

To qualify for emergency assistance, the Loan Advisor must determine that the applicant is income eligible and has an application, complete with all the required documentation, on file. The emergency situation must be well documented. A detailed report from a qualified contractor explaining the emergency situation and how to remedy the problem and the estimated cost will be required.

After the contractor's report has been reviewed, an inspector will be assigned to verify that the assessment of the situation is accurate. If the inspector agrees that an emergency exists, he will assist the homeowner in obtaining additional proposals from other qualified contractor's if necessary.

Preferential treatment over persons on the waiting list, if one exists, will be provided on a limited basis for extreme emergency situations only and will be financed by a Deferred Payment Loan.

F. Financial Assistance

The HIP will provide financial and technical assistance to eligible property owners applying on a voluntary basis to correct housing deficiencies, which render a property substandard.

Funding for the HIP Program comes from three sources from the U.S. Department of Housing and Urban Development (HUD): (1) Community Development Block Grant (CDBG); (2) HOME; and (3) Program Income generated by HIP loan repayments. At any time, the Loan Advisor may determine which funding source is provided to homeowners. Unless otherwise noted, the requirements of both programs shall be incorporated into the program for all participants. When HOME funds are used, all of the policies in this manual apply and the following conditions also apply:

- a) All code violations must be alleviated.
- b) Assistance is allowed only for owner occupied single family homes.
- c) The after rehabilitation appraised value of the house may not exceed the maximums defined by HOME guidelines.
- d) HOME Funds may not be used to address emergency repairs.
- d) All HOME funded jobs must be greater than \$1,000.

1. Maximum FUNDING Amounts

- a) The maximum assistance per dwelling unit is \$20,000. In limited cases, at the discretion of the Director, exceptions may be made to this maximum HIP loan amount up to \$24,999. If the total cost of the project will exceed the given limits, the work cannot be done unless the homeowner/applicant agrees to pay the difference. The total amount of homeowner assistance will include design fees, and other fees related to work change orders.

Exception Rule for those cases that exceed the \$20,000 maximum grant assistance amount:

- 1) For homes that are owned outright (no existing secured debt on the property) – we can lend up to fifty percent (50%) of market value.
- 2) For homes that have existing secured debt on the property – we can lend an amount that, combined with the existing secured debt, will not exceed seventy five percent (75%) of market value.

In cases where the exception is granted, the Dual Threshold approach must be used for calculating the level of assistance for the unit to ensure that federal funding for rehabilitation does not exceed \$25,000, thereby triggering a higher level of lead hazard control requirements.

Step 1: Determine total federal assistance for the unit (includes Rehab & Lead Hazard costs).

Step 2: Determine the rehabilitation cost for the unit (excluding lead hazard control work)

Step 3: Use the less amount to determine the level of rehabilitation assistance.

2. Deferred Loan

The Rehab work will be provided as a deferred loan. A deferred loan is a special financing mechanism that provides funds that do not have to be repaid by the eligible property owner until the property is transferred or sold or no longer is the principal residence of the borrower provided the following conditions are met:

- a) Applicant must reside in the home during the life of the loan;
- b) Home must be maintained in accordance with all applicable codes.

3. Terms of HIP

All rehabilitation assistance provided through the HIP program will be subject to the following terms:

A lien will be placed and recorded on the property. It will be a lien at zero (0) percent interest. The lien will become due and payable if the property is sold or transferred or if any of the conditions identified above are not met as per the terms of the Mortgage Note.

The loan continues with a surviving spouse and/or relative named on the deed who occupies the residence. If subsequent owner is other than such persons, foreclosure is at the discretion of the Director.

In the event of foreclosure or sale to an owner that is not low income, the sum to be repaid will be based on the lesser of the HOME assistance to the unit and the net proceeds from an arms-length transaction at the full market value of the property. Net proceeds is defined as the funds remaining after subtracting the initial purchase price of the home and subsequent improvements and the costs associated with the sale.

4. Security

All Housing Rehabilitations will be secured by a mortgage on the property.

5. Subordination of Mortgage

- a) The Authority will require a fee of \$ 150.0 to review a subordination request along with a letter of hardship from the Homeowner explaining the reason for the subordination.
- b) Based on the reason of hardship and the review of all requested information (Sect. 5e, below) the Authority may grant the subordination, homeowner or the financial institution must follow all conditions as listed.
- c) The subordination of an existing HIP will only be permitted if the project remains owner-occupied and if the funds invested by the County in the project are reasonably

protected; i.e., the principal value of all existing and proposed debt secured by the property, including the HIP assistance, is within the current appraised value of the property.

- d) The “*debt*” means all liens on the property, including any HIP assistance plus any new amount being considered in conjunction with the subordination. The *value* is determined by the provision of an “as is” appraisal not more than 90 days old, by the owner.
- e) Only requests for a Straight Refinancing which meets the following conditions may be considered for subordination:
- 1) The new loan must have a lower interest rate than the existing first mortgage;
 - 2) The new loan must be in an amount that does not exceed the payoff figure for the existing first loan (excluding ***reasonable*** closing costs);
 - 3) The new loan must result in a lower monthly payment;
 - 4) No unsecured personal or credit card debt may be paid off with the new loan;
 - 5) The borrower may not receive cash at settlement;
 - 6) There must be an existing loan with Community Development in an amount greater than \$5,000;
 - 7) The request must be submitted, in writing, no later than 15 business days prior to settlement; and
 - 8) The granting of any exception is a onetime event.

The above conditions may be waived if “as mentioned” the Authority and or the homeowner are in a better position. eg: The Authority will move up in position as lender, or if the homeowner is enabled to afford the new payments and the Loan to Value ratio is in line and with enough equity to secure the existing DPL loan.

6. **Short Sales, Bankruptcy and Foreclosures**

As a "lender of last resort "The Authority" shall establish a minimum settlement for short sales, bankruptcies and foreclosures. Offers made to The Authority shall be equal to in percentage of the loss of the main lienholder. If a lending institution takes percentage of the obligation for the property in question The Authority reserves the right to accept nothing less than the same percentage of what it is obligated to for the same property.

III. APPLICATION PROCEDURES

HIP Staff will utilize the following procedures when processing applications for assistance from the HIP program.

A. Application Submission – Preliminary Eligibility Review

1. Property owners wishing to apply for HIP program participation must complete an application and submit it to HIP Program with copies of the preliminary eligibility documentation including evidence of income, ownership (deed), insurance, taxes. The applicants will be required to submit evidence of total current household income to the HIP Program. **Such documentation shall be submitted for all household members at the time of application submission.** Such proof of income may be in the form of the most current Federal 1040/1040A Income Tax Form; copies of current pay stubs for each member of the household; fixed income award letter(s), or any other form of documentation HIP may deem acceptable in determining the income of the household and tenants.
2. The applicants **will be required** to submit the following documents:
 - a) Registered property deed
 - b) Proof of property hazard insurance and flood insurance as applicable
 - c) Proof of current mortgage payments
 - d) Property taxes must be current and the property must be free of liens.
3. No application will be considered complete until all the required preliminary eligibility documents have been submitted to the HIP Loan Advisor.
4. To verify household income, the Loan Advisor may need to contact the Internal Revenue Service, the Social Security Administration and/or other agencies. Refusal to grant authorization to verify information will be grounds for disqualifying an applicant for assistance under the HIP Program.
5. Loan Advisor will determine if income meets eligibility guidelines. If income qualifies, it is so noted on the Certification section of the Income Worksheet. The Loan Advisor determines if the property is in the Floodplain using Flood Zone maps. If the property is located in such an area, the Homeowner is required to provide proof of flood insurance. The Loan Advisor shall complete all other aspects of the Environmental Review Record.
6. All applicants who are deemed to be in excess of the income limits will receive a letter of ineligibility for program assistance.

B. Inspection Process

1. Upon receipt of the complete application and required eligibility documents by the HIP program, the Loan Advisor will assign the case to a HIP Inspector who will contact the owner to schedule an appointment for an inspection.
2. At this time the HIP Inspector will review the booklet "Protect Your Family from Lead in Your Home" and have the owner sign signifying receipt of this material.

3. The Inspector and Risk Assessor will each conduct a non-intrusive basement-to-attic inspection of the property. The owner will ensure that the Inspector and Risk Assessor have access into all common areas and units of the property regardless of whether or not the owner believes there is a need for the rehabilitation in the area/unit. Owners are invited to accompany the inspectors. Homeowners may point out items they want or need to be considered in the scope of work. If the inspector concurs that the item is a "code-violation", or incipient violation (something that could be a violation in a short period of time), he/she may include the item in the report of deficiencies.
4. IN ORDER FOR HIP INSPECTORS TO DO A THOROUGH HOME INSPECTION, THEY MUST HAVE ACCESS TO ALL AREAS OF EACH HOME. THIS ACCESS INCLUDES ATTICS, CRAWEL SPACES, BATHROOMS, BASEMENTS, GARAGES, ETC.

WHERE ANY HIP INSPECTOR FEELS THAT THERE EXISTS CONDITIONS WHICH MAKE IT IMPOSSIBLE TO CONDUCT A COMPLETE INSPECTION, THE HOMEOWNER WILL BE GIVEN FOURTEEN DAYS IN ORDER TO CORRECT THE EXISTING CONDITIONS. Notice is given through the acceptance letter and when the initial inspection takes place the inspector will determine accessibility.

5. Based on this inspection and the results of the Risk Assessment, the HIP Inspector will prepare a complete Scope of Work/Cost Estimate Specification package which will include an itemized list of all work to be performed and a breakdown of the cost of work to be considered for funding.
6. The owner will have the opportunity to review the Scope with the HIP Inspector prior to the selection of a contractor. For the full rehab program, the owner may at this time choose to revise the Scope and may add or delete certain items for rehabilitation. Whenever feasible, incipient items will be considered for inclusion in the Scope of Work. The owner must clearly understand that the primary objective is to bring the property up to local code standards and, while the work is being performed that it must be done in accordance with all of the necessary requirements of the local Code Enforcement Office.
7. An authorizing Resolution is forwarded to the local governing body. Only upon receipt of the adopted Resolution is financial assistance awarded to a homeowner.
8. Historic Review: The write-up is sent for historic review for a determination of **No Resource** or **No Effect** on a potential historic resource (**No Historic Value**). Work write-ups that may have an Adverse Effect must be modified.
9. Environmental Review, Noise Hazard review will be done by visual inspection via maps and GIS to determine the proximity of the residence to major noise source, highway, and railroad, civil or military airports. Criteria for this review will use HUD Noise abatement and Control guidelines 24CFR part 51. For 100 year flood zones using FEMA Flood Insurance Rate Maps (online) scaled to determine proximity of all features. It will be determined if a home requires Flood Insurance or a rider to their policy.

IV. BIDDING AND CONTRACTING PROCEDURES

Program staff, in order to facilitate program objectives most effectively, will utilize the following contracting procedures.

A. Contractor Listings

HIP will maintain a list of contractors trained in Lead Safe Work Practices and certified Lead Abatement Contractors. All Lead Hazard Control work must be performed by a contractor with one of these credentials.

The County also maintains a list of contractors that have responded to the solicitations of the County for interested contractors. These contractors have been pre-qualified by the County. Any contractor may bid on the project once qualified by the County.

To the extent feasible, the HIP Inspector will separate lead-hazard control bid items from other work items that do not require LBP safe work practices.

B. Additions and Removal of Contractors from Listing

Contractors wishing to participate in the program may qualify for the HIP by completing a questionnaire to the Rehab Supervisor. The Rehab Supervisor evaluates all applicants for qualification. Questions are referred to the Director. Once qualified, the contractor's name is added to the list of qualified contractors. Disbarred contractors will not be eligible for qualification.

A contractor may be prohibited from bidding if Rehab Supervisor finds that the contractor, through his own deficiency, has failed on at least one occasion, to substantially meet the terms of an agreement entered into with a program participant or evidence of incompetence or illegal activity is provided from other sources.

A contractor may be temporarily removed from the bidder list by the Rehab Supervisor and required to complete several awarded jobs before he is placed back on the bidder's list. No contractor may have more than two (2) jobs under contract and two (2) jobs awaiting contract.

C. Contractor Selection

The following procedures will be utilized in the selection of a qualified contractor for rehabilitation work to be performed by HIP.

1. Once the property owner has reviewed and approved the final "Scope of Work", it will be the owner's responsibility to choose a contractor to perform the required work. It is understood that neither the HIP Inspector nor anyone connected with the HIP Program shall in any way suggest or recommend any contractor, even if asked to do so by the property owner. Furthermore, property owners should be reminded that any contracts for rehabilitation work are between the property owner and the contractor.
2. When lead-hazard control work is involved, the HIP Inspector will provide a list of pre-qualified contractors from which the owner may choose to use when seeking bids for the job.
3. The HIP Inspector will send copies of the work write-up to the contractors selected by the Owner. For non-lead work items, owners select four to six bidders from a list of qualified contractors and the Inspector writes the names on the Homeowner Contractor Selection (HOCS) form. At least one (1) bid must be secured before a case can move forward. Lead Abatement contractors and work requiring contractors trained in Lead Safe Work Practices will be similarly selected. The contractors will be notified of the date when bids are due. This bidding deadline is STRICTLY enforced.

4. Bidders are notified to bid on the exact write-up. Notice of this is included in the bid packet mailed to the contractors. However, bidders who feel the need to Add or Delete items may do so on a separate sheet. They must however, bid the write up AS-IS.
5. Add item and delete comments are treated as suggestions. If they are deemed appropriate for the proper execution of the job by the HIP Inspector, he will inform the homeowner that an add/delete item has been suggested and if both parties agree that the item is necessary and price is fair, the amount will be included in the total job cost. Rules for "delete" items are similar.
6. An affidavit of non-collusion must be NOTARIZED and included as part of the bid package for each bid submitted to be accepted as valid.
7. Bids are opened on Tuesdays at 1:00 PM in the Community Development Division's Conference Room. The Procurement Officer conducts these sessions. Contractors and homeowners are invited to attend. Each bid is read aloud. Add and Delete items are noted but quotes for these items are not read aloud.
8. Bids are reviewed for accuracy and cost. The Program Coordinator will review the bids for the reasonableness of the bids. A "reasonable bid" must come within 9.9% +/- of the cost estimate. Bids that are less than the estimate by more than 10% but less than 19% are reviewed with the contractor. If he stands by his bid, it is submitted to the Homeowner. The contractor may withdraw his bid if he finds his price is too low. The agency is leery of under-bidding fearing the use of short-cuts or inferior substituted material will result in poor quality work.

At the discretion of the HIP Supervisor, bids from first-time bidders that fall within the 10-19% range below the Cost Estimate may be rejected. The Programmatic presumption is against a bid in the 10-19% range being reasonable. This presumption may be overcome by the bidder having demonstrated an ability to perform at the stated price. Past performance is used to demonstrate such ability. Thus, even with assurances, the first-time bidder may not be able to overcome the presumption.

Bids less than 20% of the estimate may be rejected.

If all bids are over the estimate by 10%, the Program Coordinator will re-evaluate his estimate. If he stands by his estimate, the bid process will be repeated. The program cost is set by the Low REASONABLE bid.

9. After the bids are evaluated, they are recorded on the Homeowner Contractor Selection Sheet (HOCS) which is mailed to the homeowner. After the owner reviews the bids, they must indicate approval of the low bidder and return the HOCS in a TIMELEY MANNER.

The Project Inspector may make a telephone call to clarify particularly complex bids such as when contractors did not bid the whole job or multiple contracts are involved. If necessary, meeting is arranged to go over the bids.

10. Projects exceeding the financial assistance limits will be pared down as necessary.

V. LOAN DOCUMENTATION

Once the project is bid and a low bidder(s) identified, the HIP staff shall prepare loan documents and the agreement between the owner and contractor for all parties to sign. To execute documents, all parties are convened at a Job Site Work Conference (JSC).

1. Copies of Contracts are mailed to the parties approximately one week prior to the JSC.
2. The JSC is conducted in the subject home. The participants include the contractor, homeowner, HIP Inspector and/or other appropriate staff members.
3. Format:
 - a. The loan documents, Mortgage and Mortgage Note, are explained to the homeowner.
 - b. The Construction Agreement is explained and a walk-through is made comparing the write-up against existing conditions (photographs are taken to document conditions).
 - c. If lead hazard control or abatement work is involved, temporary relocation requirements or restrictions on use of rooms is explained to the homeowner.
 - d. Payment procedures are explained to both parties.
 - e. Contracts are executed only after all steps in the process are carried out.
 - f. Homeowner receives a copy of all documents.
 - g. Contractors receive a copy of the construction agreement only.
 - h. All parties are given a three day right to rescind, once that has expired the contractor may apply for permits.
 - i. Contractor is given 15 days to start the work from the date of contract signing (subject to written agreement of the parties and lead-hazard control issues to be addressed).

Upon return to the office, the JSC staff persons return the folder to the Loan Advisor who records the lien with the Register of Deeds Office after the three day period of recession.

A Notice of Recession granting homeowner 3 days to cancel contract after signing is written into the closing documents. The homeowner must contact the Rehab Coordinator within three days to cancel the project.

The successful rehabilitation contractor will be responsible for securing all necessary Building permits.

VI. JOBS IN PROGRESS

1. The Contractor and the Owner agree to abide by the terms of the Agreement with respect to:
 - a) Contract requirements
 - b) Scope of work
 - c) Project schedule
 - e) Relocation requirements and timing
2. WHEN RELOCATION IS REQUIRED: ALL OCCUPANTS MUST VACATE THE PREMISES WHILE LEAD HAZARD CONTROL WORK IS UNDERWAY. NO ONE WILL BE PERMITTED INTO THE PREMISES THAT IS NOT PERFORMING WORK EXCEPT REPRESENTATIVES OF FEDERAL, STATE OR LOCAL GOVERNMENT WITH OVERSIGHT RESPONSIBILITY. OCCUPANTS WILL NOT BE PERMITTED BACK INTO THE UNIT UNTIL CLEARANCE TESTING CONFIRMS THAT ALL LEAD BASED PAINT DUST HAS BEEN CLEARED.

3. An Initial Agency Inspection occurs when the job is started. In any event, no work may be “closed in” before it is inspected.
 - a. The Inspector first checks for a building permit. No work is paid for unless and until a proper permit is secured.
 - b. When independent outside approval of the work is required by Building Code (electrical and plumbing), that work cannot be approved until the sub-code official has “stickered” it approved.
4. Spot inspections are performed by the Inspector and/or Rehab Coordinator throughout the job.
5. The first payment may be made when 50% of the rehabilitation work is completed and the Inspector has approved the work. Homeowner must also signify satisfaction with the work by signing the request for payment. At the discretion of the HIP Supervisor, smaller jobs may be paid in one payment, larger jobs may be paid in more than two payments. At no time will a payment be processed for an amount greater than the value of the work satisfactorily performed and materials installed.
6. Prior to receipt of final payment, the contractor shall also deliver to owner all manufacturer’s warranties and/or guarantees for materials and equipment installed, as may be applicable. Contractor will provide a warranty for 3 years on all workmanship on the roof and a 1 year workmanship warranty on all other rehabilitation. **Warranties do not cover items of routine maintenance.**
7. When work has been completed, clearance achieved, the work inspected the property owner, contractor and HIP Inspector sign the final application for payment and the job is considered complete.

VII. PAYMENTS

Payments shall not be unduly withheld. The purpose of the inspections is to insure compliance with the contract as to quality, quantity and timeliness of work to the satisfaction of the Owner and the HIP Inspector.

When all parties are satisfied, as described in Section VI above, the payment is processed. When either the Inspector or Homeowner wish to withhold payment, see Dispute Resolution section.

Procedures:

1. Elements for Payment

A properly executed application for payment will result in a check being issued to the contractor. Properly executed means signed by the Contractor, Homeowner, Inspector and Director.

2. Set Up

Upon execution of a contract between the Homeowner and Contractor, and the County and the Homeowner, funds will be committed to the project through IDIS. A HUD Activity Number will be assigned.

3. Upon receipt of an application for payment, a project drawdown is made by the authorized IDIS user. Requests for payment cannot be made until the funds are needed for payment. Funds are wired to the County HOME or CDBG (as applicable), bank account. Payment can then be issued to the Contractor.

VIII. CHANGE ORDERS

The nature of housing rehabilitation sometimes requires a change to the original scope of work be made. The change most often results from unforeseen conditions at the time of inspection. Change orders may only be made for NECESSARY AND UNFORSEEABLE item's.

1. A change order is the form that describes any variation from the original agreed upon Scope of Work. A written change order is required for any addition, deletion or substitution to the scope of work regardless of cost variation. All change orders must be signed by the contractor, homeowner, and HIP Inspector. All change order proposals shall be reviewed by the Program Coordinator to determine reasonableness in terms of scope and cost. All change orders must be processed prior to the final payment.
2. The availability of funds to support any increase to the original amount must be verified prior to the HIP Inspector's approval of a written change order.
3. Changes to the contractually agreed upon scope of work without prior written approval from the program, can result in the disqualification of such changes from payment consideration.
4. The applicant is advised that the program prohibits the applicant from having additional unrelated private work done by the contractor until all of the obligations of the contract executed in conjunction with the County assistance have been fulfilled.

IX. CONTRACT PERFORMANCE AND PENALTIES

Unless otherwise agreed by mutual consent of the homeowner, contractor, and program administrators, the following performance schedule provisions shall apply:

1. The construction contract shall be executed by the selected contractor within 15 days of bid/estimate opening and notification unless the contractor is not available to begin such work. If the low bidder is not available, homeowner may select the next lowest responsible bidder.
2. Construction shall commence on site within 15 calendar days of the issuance of the Notice to Proceed. If construction does not commence within 15 days of the Notice to Proceed, then the contractor shall be considered in Breach of Contract.
3. Construction shall be complete (weather permitting) within the number of days established in the construction contract.
4. Any extension of the contract time of completion established in the construction contract shall require a written change order. Such extension of time shall not be unreasonably withheld when evidence of good cause for such extension is provided.
5. In the event a construction contract is terminated, items in the contract not completed by the original contractor will be contracted for completion in accordance with program procedures. The cost of completing original construction contract items shall be deducted from the original contract amount before any arrangements for a final payment to the original contractor are made.

X. DISPUTE RESOLUTION

When one or more parties is dissatisfied with the work in progress and an amicable resolution cannot be reached, the parties shall refer to this procedure to resolve such disputes.

When Homeowner is dissatisfied:

Inspector shall document all matters regardless of whether the owner is “right” or wrong”.

a) When Homeowner is “right” and work does not meet contract obligations, see Inspector Dissatisfied below

b) Homeowner is “wrongfully” dissatisfied:

The HIP Inspector shall try to resolve the issues with the homeowner by clarifying contract obligations. It is in the best interest of all parties to resolve this matter amicably. The inspector will document the reasons in writing and discuss a resolution with the Homeowner.

If the Homeowner is not persuaded and the issue is more subjective (“I don’t like it”), the HIP Inspector may in the exercise of sound judgment:

1. Discuss the resolution with the contractor
2. Advise the homeowner of his opinion
3. Discuss a possible resolution with the Owner
4. Advise the owner of the Dispute Resolution procedures (see below)

c) If final payment is deemed “justified” by the Rehab Coordinator after the above avenues have been exhausted, payment may be made to the contractor without homeowner signature.

When HIP Inspector is dissatisfied:

If the HIP Inspector is dissatisfied with the Contractor’s work and does not feel full or partial payment is warranted, he will document the reasons in writing and discuss a resolution with the Contractor.

a) If Homeowner disagrees and approves contractor’s work, he may send a letter informing HIP that he (she) is aware of the Inspectors position, but recommends payment, thereby overriding the HIP Inspector’s decision.

b) When both are dissatisfied, and the contractor will not resolve the issues, the matter is referred to the Rehab Coordinator.

c) Unresolved cases are referred to the Director. See Appeals Procedure, below.

Complaint and Appeals Procedure:

In conducting the HIP Program, the County of Camden will follow a complaint and appeals procedure to insure an equitable treatment of all applicants and participants of the program. The County has determined that even though rehabilitation work is done on a contractual basis between the homeowner and the contractor, various situations may arise which may require different degrees of concern and review on its part, as a project funder.

1. In some cases there may be complaints from the homeowner centering around the administrative practices of the HIP Program or HUD guidelines such as income eligibility of applicant, eligibility of work items to be performed, and contractor selection procedures.
 - a) The Rehab Coordinator will log the complaint on a summary form.
 - b) Within 30 working days, the Program Coordinator will conduct an informational review of the complaint.
 - c) Within 30 working days, the Program Coordinator will issue the findings to the homeowner and Department Director.
2. The following procedures will be followed in all cases involving disputes between the homeowners and the contractor for complaints, other than those relating to administrative matters such as: interpretation of work specifications, value of work done or omitted, quality of workmanship or materials, property damages sustained by the homeowner, and contract interpretations.
 - a) At or before the time of signing of loan documents, each homeowner will be advised as to their rights to dispute resolution as identified in the rehabilitation agreement.
 - b) Homeowners will be directed to notify the Program Coordinator in writing in the case of a dispute.
 - c) The Program Coordinator will log the Complaint on a Summary form.
 - d) Within thirty (30) working days the Department Director will meet with the homeowner and the contractor at the property.
 - e) Within thirty (30) working days the Department Director will issue a report to the homeowner, the contractor and Program Coordinator.
 - f) If both the homeowner and the contractor sign-off on this report then the dispute is resolved, subject to any remedial action that may be called for in the report.

ATTACHMENT**Annual Income Inclusions are as follows:**

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Net income from the operations of a business of profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business of profession may be deducted, based on straightline depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment.
5. Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation and severance pay.
6. Welfare Assistance: If the welfare assistance includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - ! The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities **plus**
 - ! The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or from persons not residing in the dwelling.
8. All regular pay, special day and allowances of a member of the Armed Forces.

Annual Income Exclusions are as follows:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8.
 - (a) Amounts received under training programs funded by HUD.
 - (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under PASS.
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of out of pocket expenses incurred.
 - (d) Amounts received under a resident service stipend.
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs.
9. Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation payments paid by a foreign government.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.
13. Deferred periodic amounts from 551 and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
15. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this family member at home.
16. Amounts specifically excluded by any other federal statute from consideration as income.

There is no asset limitation for participation in the HIP program. Income from assets is, however, recognized as part of annual income under the following definition.

Assets include:

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance, for checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs that would be incurred by selling the asset. Equity in the primary residence is not considered in this calculation.
4. Cash value of stocks, bonds, T-bills, certificates of deposit and money market accounts
5. IRA and Keogh accounts.
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death.
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Asset Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (where there is no cash value).
7. Assets that are part of an active business, "Business" does not include rental of properties that are held as an investment and not a main occupation.

CC HOME IMPROVENTS PROGRAM (HIP) GIBBSBORO

LAST NAME	FIRST NAME	ADDRESS	NO. OF HOUSE HOLD	INCOME	TYPE OF WORK	AMT. of LOAN	YEAR
LaMARRA	MARIE	44 HADDON AVE	1	24,199.51	ROOF	10,617.00	2024
ROBBINS	EDWARD	15 MARLTON AVE	5	83,861.00	ROOF	23,835.00	2024



Borough of Gibbsboro

49 Kirkwood Road • Gibbsboro, NJ 08026-1499

Tel: (856) 783-6655

Fax: (856) 782-8694

www.gibbsborotownhall.com

June 10, 2025

Brian Slauch
Gibbsboro Borough Planner
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

RE: Exterior Housing Survey

Dear Mr. Slauch,

Attached is a summary of the Borough's most recent exterior housing survey conducted on January 15, 2025.

The Borough of Gibbsboro has adopted strict requirements for the occupancy of rental properties, requiring an inspection each time the property turns over. Also, the Borough requires a **resale certificate** that includes a similar property inspection prior to occupancy. Both inspections use the international property maintenance code as a basis. These inspections help to maintain the quality of the town's housing stock.

Lastly, the Borough participates in the Camden County Home Improvement Program which provides interest free loans to assist income eligible households in maintaining their properties. Summaries of the properties that have participated in the program recently are attached.

If I can be of further assistance, please do hesitate to contact me.

Sincerely,

Wayne Hans
Construction Official

EXTERIOR HOUSING SURVEY

Municipality: **BOROUGH OF GIBBSBORO**

County: **CAMDEN**

Date of Survey: **SEPTEMBER 4-SEPTEMBER 13, 2024**

REVISED JANUARY 15, 2025

Performed By: **WAYNE HANS - CONSTRUCTION OFFICIAL**

CRAIG FALLSTICK - CODE ENFORCEMENT OFFICER

CCO INSPECTOR

Areas of municipality surveyed: **ENTIRE COMMUNITY**

Areas of municipality not surveyed: **NONE**

Reason(s) for not surveying these areas: **N/A**

SUBSTANDARD HOUSING

73 WEST ROAD (BLOCK 69.01 LOT 1.01)

Presently vacant – Property is tagged for numerous violations. Unfit for habitation.	
CATEGORY	FINDING
FOUNDATION	
WEATHERIZATION	X
ROOF AND CHIMNEY	
EAVES, SOFFITS, GUTTERS, LEADERS	X
RAILS, STEPS, STAIRS, PORCH	
FIRE ESCAPE	

49 HOLLY ROAD (BLOCK 88 LOT 20)

Presently vacant – Heating oil leak/contamination stopped rehabilitation. \$27K+ liens on property.	
CATEGORY	FINDING
FOUNDATION	X
WEATHERIZATION	X
ROOF AND CHIMNEY	X
EAVES, SOFFITS, GUTTERS, LEADERS	X
RAILS, STEPS, STAIRS, PORCH	X
FIRE ESCAPE	

APPROACH

The New Jersey Department of Community Affairs (the Department) has devised this exterior housing survey as an alternative mechanism to present data to the Department to estimate the rehabilitation need in a municipality. The survey requires an exterior inspection to determine if a housing unit is substandard. The Department then uses Census data to estimate the number of substandard units occupied by low- or moderate-income households.

In developing the exterior survey, the Department has divided the exterior structure of a building into six components: (1) foundation; (2) weatherization; (3) roof and chimney; (4) eaves, soffits, gutters, leaders; (5) rails, steps, stairs, porch; and (6) fire escape. Weatherization, foundation and roof and chimney are considered major systems. 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. The remaining components are considered minor systems.

If one major system is determined to be in need of repair, the structure and all housing units within it are considered substandard. If two or more minor systems are determined to be in need of repair, the structure and all the units within the structure are considered substandard.

The survey can be conducted from the street, and, in most cases, there will be no need to step onto the property. A view of the front of the structure, its two sides (one side if it is semi-detached) and a portion of the roof should provide sufficient information to complete the survey. The person conducting the survey shall indicate on the survey form if a system is in need of repair. Tenure of Units should indicate whether the unit is an owner-occupied, rental or mixed-use unit.

The exterior housing survey shall be performed by individuals who are experienced in conducting building and/or housing inspections. Department staff will review all surveys in accordance with the Department's criteria and for accuracy of completeness and may at its discretion, request additional information.

The exterior survey report should yield an estimate of substandard units within the municipality. To estimate the number of substandard units occupied by low- and moderate-income households, the Commissioner will rely on Census information that is available from the Public Use Micro-Data Sample (PUMS). This data allows the Department to match household income to the Census information the Department uses to estimate the rehabilitation need. The PUMS data has been configured to Housing Regions to determine regional percentages used to

calculate the rehabilitation share in each municipality by applying the “Low-Moderate Income Share” number found in Appendix B of N.J.A.C. 5:97.

As an example, let us assume that a municipality in Atlantic County conducts an exterior survey and finds 100 substandard units. The “Low-Moderate Income Share” for Atlantic County is .715. Multiplying 100 by .715 would result in 72 low- or moderate-income households living in substandard housing units.

DEFINITIONS FOR EXTERIOR HOUSING

The following relates to structural components of a residential building. Refer to the attached diagram for component identification.

In need of repair – The condition of the component requires immediate maintenance, repair or replacement. Further deterioration may adversely affect other exterior and/or interior components.

Examples:

Foundation (major system) – The component needs re-pointing, replacement of some stones, brick or blocks or some rebuilding due to: loose, broken or missing bricks or block; missing mortar; excessive cracks in the masonry; deterioration of the masonry surface; parget pulling away; sinking; or being out-of-plumb.

Siding and Walls (major system)

Brick – The component needs repainting, spot replacement, reconstruction, etc. due to: sagging; bowing; being out-of-plumb; excessive cracks in the masonry; missing bricks or missing mortar.

Stucco – The component needs patching, spot replacement, or reconstruction and painting due to deteriorated surface, cracks, holes, water damage, or bowing.

Wood – The component needs patching, spot replacement, or reconstruction and painting due to sagging, bowing, being out-of-plumb, rot, water damage, loose boards, cracked or broken boards.

Siding – The component needs spot, area or total replacement due to broken or missing siding.

Weatherization - Windows and Doors and Related Trim (major system) – The component needs putty or new glass. Other indicators of a system in need of repair include: missing or broken trim; missing or broken sill; a frame or sash out of square; rotted wood; and/or inoperable windows.

Doors – Indicators of a system in need of repair include: broken glass; a frame out of square; missing or broken trims; interior grade doors being used as exterior doors; rotted wood.

Roof and Chimney (major system)

Roof – The component needs moderate scattered shingle replacement, area replacement or total replacement due to: sagging; exposed paper or sheathing; hole(s); curling of shingles; blistering of rolled roofing; cracked shingles; missing shingles; rusted metal roof; and/or leakage.

Chimney – The component needs partial or total reconstruction due to: sinking; being out-of-plumb; excessive cracks; loose, broken or missing bricks; missing mortar; deteriorated surface and/or lack of a flue.

Eaves, Soffits, Gutters, Leaders (minor system) – Indicators of a system in need of repair include: broken or hanging sections; holes, rot leakage and/or missing sections, significant deterioration; or animal infestation.

Handrails, Steps, Stairs, Porch (minor system) – The components need replacement of boards, risers, joists, rafters, and/or beams, etc. due to: sagging; broken or unsound supports; a sinking or structurally unsound foundation; broken, missing or rotted boards; missing or unsound railings or balusters; broken or missing trim; missing mortar in the masonry or the masonry being generally deteriorated; excessive cracks in the masonry; or worn steps.

Fire Escape (minor system) – The component needs significant physical repairs or replacement and/or is not fully operational.

* Excessive cracks can mean multiple cracks affecting structural integrity or a crack or cracks as wide as ¼ inch.

Division of
Community Development

Louis Cappelli, Jr.
Commissioner Liaison

Robert Jakubowski
Division Director



Courthouse, 6th Floor
520 Market Street
Camden, New Jersey 08102-1375
phone: 856.374.6033
fax: 856.225.7679
robert.jakubowski@camdencounty.com

November 25, 2024

Mayor Edward Campbell
Gibbsboro Borough
49 Kirkwood Road
Gibbsboro, NJ 08026-1432


Dear Mayor Campbell,

Please find attached a list of properties that participated in Camden County's Home Improvement Program over the past 10 years. These rehabilitation projects may have created credits towards the Rehabilitation Share of your municipality's Fair Share Plan.

I encourage you to review this report and share it with the appropriate professionals within your administration for further evaluation. Should you require a digital copy of the report or have any questions, please do not hesitate to contact Rob Jakubowski, Director of Community Development at robert.jakubowski@camdencounty.com.

Thank you for your attention to this matter. I look forward to your response and continued collaboration in ensuring the success of our county's initiatives.

Sincerely,



Lou Cappelli
Commissioner Director

Tenure Type	Activity Type	IDIS Activity	Activity Address	County Name	Activity Status	Status Date	al Unit Date	Unit	al Unit	HH Assis	Commitment Date	ent Date	Committed Amount	Drawn Amount	PCT
Homeowner Rehab	REHABILITATION	221	14 Winding Way , Gibbsboro NJ, 08026	Gibbsboro	Completed	07/09/98	1	1	1	N/A	09/18/97	IFD	\$31,090.00	\$31,090.00	100.00%
Homeowner Rehab	REHABILITATION	1366	112 Kirkwood Rd , Gibbsboro NJ, 08026	Gibbsboro	Completed	12/22/00	1	1	1	N/A	08/29/00	IFD	\$30,389.00	\$30,389.00	100.00%
Homeowner Rehab	REHABILITATION	59	14B United States Ave E , Gibbsboro NJ, 08026	Gibbsboro	Completed	01/07/94	1	1	1	N/A	09/18/97	IFD	\$19,834.25	\$19,834.25	100.00%
Homeowner Rehab	REHABILITATION	5370	15 Marlton Ave , Gibbsboro NJ, 08026	Gibbsboro	Final Draw	09/19/24	1	1	1	N/A	07/02/24	WAED	\$13,160.00	\$13,160.00	100.00%
Homeowner Rehab	REHABILITATION	4781	17 Haddon Ave , Gibbsboro NJ, 08026	Gibbsboro	Completed	01/30/18	1	1	1	N/A	12/21/17	IFD	\$19,632.00	\$19,632.00	100.00%
Homeowner Rehab	REHABILITATION	2553	19 Kirkwood Rd , Gibbsboro NJ, 08026	Gibbsboro	Completed	08/11/06	1	1	1	N/A	10/20/05	IFD	\$18,911.19	\$18,911.19	100.00%
Homeowner Rehab	REHABILITATION	1632	22 Henry Rd , Gibbsboro NJ, 08026	Gibbsboro	Completed	01/18/02	1	1	1	N/A	10/17/01	IFD	\$20,680.00	\$20,680.00	100.00%
Homeowner Rehab	REHABILITATION	3229	23 Birchwood Way , Gibbsboro NJ, 08026	Gibbsboro	Completed	09/30/08	1	1	1	N/A	06/30/08	IFD	\$29,315.00	\$29,315.00	100.00%
Homeowner Rehab	REHABILITATION	43	26 Clementon Rd W , Gibbsboro NJ, 08026	Gibbsboro	Completed	11/16/93	1	1	1	N/A	09/18/97	IFD	\$11,255.00	\$11,255.00	100.00%

Homeowner Rehab	REHABILITATION	3120	7	Kingsbridge Rd , Gibbsboro NJ, 08026	Gibbsboro Completed	06/30/08	1	1	N/A	01/04/08	IFD	\$5,840.95	\$5,840.95	100.00%
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EXTERIOR HOUSING SURVEY

MUNICIPALITY GIBBSBORO BOROUGH

COUNTY CAMDEN

DATE JANUARY 15, 2025

[illegible]

I verify that I have conducted this exterior housing survey according to the NJ Department of Community Affairs' criteria.

Signature: _____

Print Name and Title: WAYNE HANS/CONSTRUCTION OFFICIAL

Appendix D: Regional Contribution Agreement Documentation

2004-11-129

Sending -Gibbsboro

**RESOLUTION AUTHORIZING THE EXECUTION OF A
REGIONAL CONTRIBUTION AGREEMENT BETWEEN
GIBBSBORO BOROUGH, CAMDEN COUNTY
AND
WOODLYNNE BOROUGH, CAMDEN COUNTY**

WHEREAS, Gibbsboro Borough has a fair share obligation to provide housing opportunities to households of low and moderate income as established by the New Jersey Supreme Court and by the New Jersey Fair Housing Act, N.J.S.A. 52:27d-301 et seq.; and

WHEREAS, the Fair Housing Act provides that municipalities within the same region, as defined by the Council on Affordable Housing (COAH), may meet up to 50 percent of that obligation through a regional contribution agreement (RCA), under which the sending municipality makes a cash payment to another municipality, known as the receiving municipality, which undertakes to provide low and moderate income housing which is credited toward the sending municipality's fair share obligation; and

WHEREAS, Gibbsboro Borough proposes to transfer 56 units of its fair share obligation at a cost of \$25,000 per unit for a total amount of \$1,400,000 in the form of an RCA with Woodlynne Borough; and

WHEREAS, Gibbsboro Borough and Woodlynne Borough are in the same region (Region 5) as defined by COAH; and

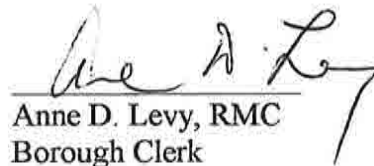
WHEREAS, Woodlynne Borough desires to provide affordable housing for its low and moderate income residents, which action will be furthered by funds made available through the RCA; and

WHEREAS, the RCA is in the best interest of Gibbsboro Borough.

NOW THEREFORE BE IT RESOLVED, that the Mayor of Gibbsboro Borough in Camden County is hereby authorized to execute such documents and exhibits as may be necessary to effectuate the RCA.



Edward G. Campbell, III
Mayor



Anne D. Levy, RMC
Borough Clerk

DATED: November 15, 2004

Receiving – Woodlynne

**RESOLUTION AUTHORIZING THE EXECUTION OF A
REGIONAL CONTRIBUTION AGREEMENT BETWEEN
GIBBSBORO BOROUGH, CAMDEN COUNTY,
AND
WOODLYNE BOROUGH, CAMDEN COUNTY**

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WHEREAS, the Fair Housing Act provides that municipalities within the same region, as defined by the Council on Affordable Housing (COAH), may meet up to 50 percent of that obligation through a regional contribution agreement (RCA), under which the sending municipality makes a cash payment to another municipality, known as the receiving municipality, which undertakes to provide low and moderate income housing which is credited toward the sending municipality's fair share obligation; and

WHEREAS, Gibbsboro Borough proposes to transfer 56 units of its fair share obligation at a cost of \$25,000 per unit for a total amount of \$1,400,000 in the form of an RCA with Woodlynne Borough; and

WHEREAS, Gibbsboro Borough and Woodlynne Borough are in the same region (Region 5) as defined by COAH; and

WHEREAS, Woodlynne Borough desires to provide affordable housing for its low and moderate income residents, which action will be furthered by funds made available through the RCA; and

WHEREAS, the RCA is in the best interests of Woodlynne Borough.

NOW THEREFORE BE IT RESOLVED, that Mayor Jeraldo Fuentes of Woodlynne Borough in Camden County is hereby authorized to execute such documents and exhibits as may be necessary to effectuate the RCA.

DATED: _____
(Title)

W:\5000's\Gibbsboro\5140.1\2004 Amendment\Resolution to Execute RCA - Woodlynne.DOC

REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN GIBBSBORO BOROUGH AND WOODLYNNE BOROUGH

THIS AGREEMENT is made on the 12th day of October, 2006, by and between Gibbsboro Borough, Camden County, (hereinafter "sending municipality") and Woodlynne Borough (hereinafter "receiving municipality").

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 to -329 at -312, allows two municipalities to enter into a contractual agreement, known as a regional contribution agreement (RCA), for the transfer of up to 50 percent of a sending municipality's fair share obligation to a receiving municipality within its housing region; and

WHEREAS, both of said municipalities believe that the execution of this RCA will be beneficial to the residents of their respective communities and the housing region; and

NOW THEREFORE, in consideration of the premises herein set forth, and the mutual covenants and promises herein contained, the parties do by and between themselves agree as follows:

Article 1. TRANSFER OF HOUSING OBLIGATION

The receiving municipality hereby agrees to accept, and the sending municipality agrees to transfer payments for 56 low and moderate-income units. The sending municipality has a second round fair share number of 120 and the above number is equal to or less than 50 percent of the sending municipality's fair share obligation. The receiving municipality agrees to apply the funds to be paid to it hereunder so as to create or rehabilitate at least 56 units of low and moderate-income housing. At least half of these units shall be affordable to low income households. In the case of scattered site rehabilitation of occupied units, the receiving community will ensure, as best as practicable, that low-income households occupy 50 percent of the rehabilitated units.

Article 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

The sending municipality agrees to pay, and the receiving municipality agrees to accept the sum of \$25,000 per unit transferred in payments totaling \$1,400,000.

2.1. Payments will be made according to the following schedule and in the

following amounts:

Payment Schedule	Amount
First payment 60 days after effective date of this Agreement	\$700,000
Second payment	\$700,000
The Second Payment will be made one year after first payment, however, no later than the term of Gibbsboro Borough's extended second round substantive certification.	
TOTAL	\$1,400,000

2.2. The forestated payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule regardless of any anticipated source of funding, such as developer fees.

2.3. The sending municipality will obtain any and all financing necessary to fulfill its obligation to make the payments set forth above to the receiving municipality.

2.4. The parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by the rules of the Council on Affordable Housing (COAH) incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH guidelines for such costs.

2.5. The sending municipality is responsible for obtaining substantive certification of its amended housing element and fair share plan from COAH and approval of the RCA from COAH as provided under the Fair Housing Act.

2.6. The sending municipality must forward a formal letter to the Camden County Planning Board requesting review of the RCA.

Article 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES

The receiving municipality will prepare a project plan to implement and achieve the purposes of this Agreement to provide a realistic opportunity for low and moderate income housing within the receiving municipality convenient to employment opportunities which will be consistent with sound regional planning. Such project plan will be submitted to the New Jersey Housing and Mortgage Finance Agency (HMFA), the Camden County Planning Board and COAH for review and approval in accordance with COAH regulations.

3.1. The parties hereto agree that the receiving municipality will submit its project plan to HMFA, COAH and Camden County by December 13, 2004.

3.2. The receiving municipality will apply to the appropriate agencies for all governmental approvals, whether municipal, county or state.

3.3. The receiving municipality may apply for appropriate grants in aid, which may be available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.

3.4. The funds contributed by the sending municipality will be utilized by the receiving municipality for scattered site rehabilitation, which is an eligible housing activity under COAH's regulations.

3.5. For scattered site rehabilitation of occupied units, the receiving municipality will expend a minimum of \$10,000 per unit in hard costs to repair/replace a major system(s) with an average of \$20,000 per unit in hard costs.

3.6. The receiving municipality will submit all semi-annual monitoring reports required by COAH in a timely manner.

3.7. The receiving municipality will establish a separate interest-bearing escrow account for all monies received pursuant to the RCA. This escrow agreement will permit COAH to effectively monitor disbursements of the funds received pursuant to the RCA. This account will be monitored on a quarterly basis.

3.8. The receiving municipality will submit annually to COAH and HMFA its municipal audit, signed by the mayor, showing the disbursement of all RCA funds.

3.9. All interest generated from the RCA funds and retained by the receiving municipality may only be utilized for eligible housing activities under COAH's rules or to offset inflation and generally may not be used to exceed the 20 percent cap on administration.

3.10 Any change in the project plan or in the administration of the program subsequent to approval by HMFA must be reviewed by the executive director of HMFA when requested by COAH, for determination as to whether a new feasibility analysis and approval is required.

3.11 The receiving municipality must annually submit to the New Jersey

Housing and Mortgage Finance Agency (HMFA) of documentation acceptable to agency staff evidencing that there exists a sufficient number of eligible applicants, projects, and/or units to demonstrate continued project plan feasibility.

3.12. The receiving municipality agrees to designate an administrative entity to assure that the applicable affordability controls will be maintained over time.

3.13. It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above. The receiving municipality agrees that it will complete the project pursuant to this Agreement in accordance with the regulations of COAH.

3.14. The receiving municipality must forward the following documents to the Camden County Planning Board and request review and approval

1. Master plan of receiving municipality;
2. Zoning ordinances of receiving municipality; and
3. RCA project plan.

Article 4. CREDIT TO HOUSING OBLIGATION

The receiving municipality agrees that it will not claim credit toward its own housing obligation for any low or moderate-income RCA units, as defined by the Fair Housing Act, but that all such credit will insure to the benefit of the sending municipality. All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the fair share obligation of the sending municipality.

Article 5. EXCESS FUNDS

Transferred funds in excess of the amount necessary to implement this Agreement will be retained and utilized by the receiving municipality for the continued production of low and moderate income housing and/or the rehabilitation thereof and/or construction of supporting infrastructure improvements consistent with the regulations of COAH.

Excess funds utilized by the receiving municipality may only be used to produce or rehabilitate additional low and/or moderate income units and/or for a capital expenditure ancillary to or benefiting low and moderate income households and/or to offset inflation. All interest generated must remain in the escrow account until expended on an eligible housing activity. The specific use of excess funds is subject to COAH approval and will require the following:

- a. a brief description of the project including the number of units;
- b. total development costs, including administration, and breakdown of financing;
- c. amount of funds to be expended;
- d. estimated start date;
- e. projected date of completion and
- f. balance of funds in the RCA account(s).

Article 6. CONTINGENCIES

This Agreement is contingent upon completion of the following:

- a) COAH's approval of the RCA; and
- b) COAH's granting of amended substantive certification to Gibbsboro Borough.

Article 7. EFFECTIVE DATE

This Agreement is considered a contractual agreement and will become effective upon approval of the RCA by COAH and the granting of an amendment to substantive certification by COAH to the housing element and fair share plan of Gibbsboro Borough.

This Agreement will be executed no later than 30 days after Gibbsboro Borough receives substantive certification of an amendment to its certified plan from COAH as per N.J.S.A. 52:27D-312.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST

Lavern R. Davis
Acting Borough Clerk
Date: 10-12-06

WOODLYNNE BOROUGH

By: [Signature]

GIBBSBORO BOROUGH

By: [Signature]

10-20-2006

Date:

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1229-06T1

IN RE APPROVAL OF REGIONAL
CONTRIBUTION AGREEMENT BETWEEN
GIBBSBORO AND WOODLYNNE BOROUGHES.

Argued May 29, 2008 - Decided July 22, 2008

Before Judges Cuff, Lisa and Lihotz.

On appeal from the New Jersey Council on
Affordable Housing, Resolution No. 07-1902.

Adam M. Gordon argued the cause for
appellant Fair Share Housing Center (Mr.
Gordon and Kevin D. Walsh, on the brief).

George N. Cohen, Deputy Attorney General,
argued the cause for respondent New Jersey
Council on Affordable Housing (Anne Milgram,
Attorney General, attorney; Lewis A.
Scheindlin, Assistant Attorney General, of
counsel; Mr. Cohen, on the brief).

John P. Jehl argued the cause for respondent
Borough of Gibbsboro (Jehl & Fabian,
attorneys; Mr. Jehl, on the brief).

Respondent Borough of Woodlynne has not
filed a brief.

PER CURIAM

The Fair Share Housing Center (FSHC) presents this appeal
challenging the approval of a regional contribution agreement

(RCA) between Gibbsboro Borough (Gibbsboro) and Woodlynne Borough (Woodlynne). The terms of the RCA provided that Gibbsboro would pay Woodlynne \$1.4 million for housing rehabilitation activities in Woodlynne in satisfaction of Gibbsboro's obligation to provide low- and moderate-income housing. FSHC's appeal follows the September 13, 2006 resolution recommending approval of the RCA by the Council on Affordable Housing (COAH). We determine the approval of the Gibbsboro-Woodlynne RCA resulted by virtue of Superior Court order dated December 13, 2005 and not by COAH's limited review and recommendation. Accordingly, FSHC's appeal challenging the RCA is untimely and must be dismissed.

We briefly set forth the background of Gibbsboro's affordable housing plan and the RCA at issue. In October 1995, Gibbsboro received second-round substantive certification from COAH of its 2000 housing element and fair share plan. The plan satisfied Gibbsboro's cumulative 1987-1999 affordable housing obligation of 120 units, which was comprised of 112 units of new construction and eight rehabilitation units.

Initially, the proposal sought to develop 112 affordable units on two Gibbsboro sites. In December 2004, Gibbsboro's Planning Board adopted a proposed amendment to its second-round substantive certification to replace one of the development

sites because that intended site was targeted for open space preservation. In its place, Gibbsboro proposed a fifty-six-unit RCA with Woodlynne whereby Gibbsboro would pay Woodlynne \$25,000 per unit for a total of \$1.4 million for housing rehabilitation activities in Woodlynne. Gibbsboro moved before COAH for an extension of its second-round substantive certification and approval of the proposed amendment providing for the RCA with Woodlynne.

COAH staff responded stating it "does not review amendment requests during its review of motions for extended substantive certification." In reviewing Gibbsboro's submission, COAH staff determined wetlands made the second proposed site "unsuitable for development at a high enough net density to accommodate the number of units needed." The final staff conclusion was: "Gibbsboro is unable to comply with the terms of its 1987-1999 substantive certification Gibbsboro may seek third-round certification pursuant to N.J.A.C. 5:95 and must address its 112-unit prior obligation at that time." Thus, Gibbsboro's second-round certification would expire if COAH accepted the staff recommendation and determined Gibbsboro's plan did not meet Mount Laurel¹ requirements.

¹ S. Burlington County N.A.A.C.P. v. Twp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"); S. Burlington County (continued)

Prior to COAH's final action, Gibbsboro withdrew its motion for an extension of its second-round certification. On April 8, 2005, Gibbsboro filed a Superior Court complaint for declaratory judgment, seeking a determination that it had "fully discharged its affordable housing obligations under the [Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301 to -329] for the second and third housing cycles" and requested an order of compliance and repose protecting it against exclusionary zoning litigation and challenges to its housing element and fair share plan.

COAH objected to Gibbsboro's request for court disposition, arguing COAH retained exclusive jurisdiction over the municipality's efforts to meet its affordable housing obligation. The court dismissed COAH's objection and granted Gibbsboro an order of repose, immunizing it against exclusionary zoning challenges while it sought to satisfy its second- and third-round housing obligations.

The court appointed a Mount Laurel master who determined the proposed RCA "was consistent with the COAH rules governing RCA transfers" and concluded "the combination of RCA units, inclusionary and affordable units and previously rehabilitated

(continued)

N.A.A.C.P. v. Twp. of Mount Laurel, 67 N.J. 151, appeal dismissed and cert. denied, 423 U.S. 808, 96 S. Ct. 18, 46 L. Ed. 2d 28 (1975) ("Mount Laurel I").

affordable units provide[] a realistic opportunity to achieve the 120 unit Second Cycle affordable housing obligation, as indicated in [Gibbsboro's] Amended Housing Element." Accordingly, the master recommended approval of the amendment "conditioned on conformance with all COAH rules relating to [RCAs]."

On December 13, 2005, on notice to interested parties including COAH and appellant, and after the public's opportunity to review and inspect Gibbsboro's amended housing element, the proposed RCA, and related RCA documents, the court held a compliance hearing. After testimony, Judge Vogelsson entered a final judgment of compliance and repose with regard to Gibbsboro's amended second-round plan. The judgment reflected the court's finding that Gibbsboro's amended second-round plan was "in compliance with the Borough's Second Round Affordable Housing obligation." The judgment further stated:

IT IS FURTHER ORDERED that the [RCA] between Gibbsboro and Woodlynne Borough is approved as a component of an approved Second Round Housing Element and Fair Share Plan with a per unit contribution of \$25,000 and shall be sent to [COAH] for its approval as to form and monitoring; and

IT IS FURTHER ORDERED that the Borough of Gibbsboro be immunized against the filing of Second or Third Round Exclusionary Zoning challenges or suits while the Borough remains under the Court's jurisdiction and

voluntarily seeks to satisfy its Third Round Housing obligations.

The Third Round Compliance Hearing is hereby scheduled for March 31, 2006 at 2:00 p.m.

On March 27, 2006, Gibbsboro forwarded its proposed growth-share and development-fee ordinances to the court and asked the proposed development-fee ordinance to be forwarded to COAH "for comments as to form and monitoring." The court requested COAH to review the proposed development-fee ordinance to provide "comments as to form and monitoring of the Third Party Affordable Housing Trust Fund Agreement."

COAH recommended the court approve Gibbsboro's development-fee ordinance with suggested changes and explained COAH's annual monitoring of the Affordable Housing Trust Fund could be accomplished by making "COAH a party to the three-party escrow agreement and permit COAH to direct the disbursement of funds." In a letter dated August 17, 2006, the court directed Gibbsboro to make COAH a party to the third-party escrow agreement regarding the disbursement of funds.

In May 2006, Woodlynne endorsed the RCA and forwarded its project plan for review and approval to COAH, the New Jersey Housing and Mortgage Finance Agency (HMFA), and the Camden County Planning Board (CCPB). Woodlynne proposed a fifty-six unit scattered site rehabilitation program, which would provide

a zero-percent-deferred-payment loan to fifty-six low- and moderate-income households to rehabilitate substandard one-to-four family residential structures, requiring replacement of at least one major system, costing about \$10,000, and having an average total rehabilitation cost of \$21,250. If additional funds were required to complete a unit, Woodlynne would "be required to provide the additional funding." HMFA recommended COAH approve Woodlynne's plan subject to compliance with stated conditions. The CCPB "examined the Master Plan and Zoning Ordinances of the Boroughs of Woodlynne and Gibbsboro, the Master Plan of the County of Camden and the State Development and Redevelopment Plan[s]," and concluded the RCA "promotes and is in accordance with sound, comprehensive regional planning," and adopted a resolution recommending approval of and approving the proposed RCA.

Following its review of the RCA, COAH's staff issued a report and recommended the RCA's approval. The staff report incorporated the HMFA's and CCPB's recommendations and concluded "the 56-unit RCA between Gibbsboro and Woodlynne is in accordance with sound comprehensive regional planning and is a feasible and viable means of providing realistic opportunities for the creation of low- and moderate-income housing in the region" and recommended COAH approval.

During its September 13, 2006 meeting, COAH reviewed the submissions related to the RCA, including FSHC's objections, which were similar to those raised in this appeal. FSHC requested COAH to delay action because it had submitted similar objections to the Superior Court and awaited court disposition. COAH declined that request and voted to approve the RCA. COAH adopted a resolution confirming its approval. The resolution noted that Gibbsboro was "under the jurisdiction of the court," and that both Gibbsboro and Woodlynne had to "submit an RCA . . . for COAH for review and approval." This appeal followed. Disbursement under the agreement was stayed pending appeal.

FSHC raises broad challenges to COAH's review process maintaining it violates the FHA and impedes required "due process." FSHC argues COAH failed to "articulate standards" to implement N.J.S.A. 52:27D-312(c), which frustrated the legislative intent of the FHA and the Mount Laurel doctrine. FSHC also presents more specific attacks on COAH's approval of the Gibbsboro-Woodlynne RCA. FSHC contends the RCA neither meets FHA standards nor provides a realistic opportunity for affordable housing.² These arguments are aimed at the approval of the RCA.

² Calendared back-to-back with this appeal is FSHC'S appeal in In re Approval of Amended Second Round Plan, Regional
(continued)

Respondents advance the position that FSHC's appeal is out of time. They maintain the court approved the RCA on December 13, 2005, when the final judgment of compliance and repose was entered. COAH's review and recommendation of the RCA were performed pursuant to the terms of that court order and did not constitute a final agency action subject to appeal.

The legislative enactment of the FHA "intended to leave the specific methods of compliance with Mt. Laurel in the hands of COAH and the municipalities, charging COAH with the singular responsibility for implementing the statute and developing the state's regulatory policy for affordable housing" and the manner in which those obligations may be satisfied. Holmdel Builders Ass'n v. Twp. of Holmdel, 121 N.J. 550, 576 (1990). The administrative procedures adopted by COAH include a municipality's right to petition COAH for substantive certification of a plan for satisfaction of its affordable housing obligation. N.J.S.A. 52:27D-313 to -314. Although the FHA expresses a legislative preference for the use of an

(continued)

Contribution Agreement, and Mediation Report of Galloway Township, Docket No. A-1227-06T1 (July 7, 2008), which raises the same issues with respect to another RCA approved by COAH. In our opinion we remanded the matter to COAH to provide findings of fact.

administrative rather than a judicial determination of a municipality's affordable housing obligation, the FHA does not require a municipality to petition COAH for substantive certification. N.J.S.A. 52:27D-313(a); Hills Dev. Co. v. Twp. of Bernards, 103 N.J. 1, 34-35 (1986); Oceanport Holding, L.L.C. v. Borough of Oceanport, 396 N.J. Super. 622, 628 (App. Div. 2007). The statute allows a municipality to seek approval of its housing element through the courts, by initiating a declaratory judgment action for a judgment of repose. N.J.S.A. 52:27D-313(a).

Once Gibbsboro withdrew its motion for extension and filed its court action, COAH objected to interference with its jurisdiction. Judge Vogelson denied COAH's jurisdictional challenge in May 2005 and COAH took no further action on this issue. Accordingly, the Superior Court properly retained jurisdiction to review and determine approval of the Gibbsboro-Woodlynne RCA.

Prior to making any determination, FSHC and others received notice. There is no question appellant could have appeared as an objector at that time. The record is not clear whether appellant availed itself of this opportunity. Testimony was presented during the compliance hearing and Judge Vogelson concluded the plan met second-round compliance and approved the

RCA. The terms of the judgment and the request made to COAH "for approval as to form and monitoring" are unequivocal.

We view COAH's involvement as incidental to the RCA's implementation and note it occurred subsequent to the entry of judgment. For the most part, the court sought COAH's advisory opinion to guide the implementation of the transfer of RCA funds.

Under these facts, we determine COAH's advice was not a final agency action. See N.J. Civil Serv. Ass'n v. State, 88 N.J. 605, 612 (1982) (opinions of an administrative agency on which no action is taken do not constitute final agency action, which may be appealed as of right). Furthermore, appellant's submission appealing COAH's approval of the RCA cannot be characterized as an appeal from an agency decision, which is appealable as of right under Rule 2:2-3(a)(2). Any appeal of the approval of the RCA should have been filed within forty-five days of the entry of the December 13, 2005 final judgment. R. 2:2-3(a)(1).

We reiterate that in Mount Laurel cases, judgments of compliance should provide finality to allow municipalities to enjoy the repose free of litigious interference with the normal planning process. In re Application of Twp. of Jackson, 350 N.J. Super. 369, 372 (App. Div. 2002).

After reviewing the record, and in light of prevailing legal standards, we dismiss FSHC's appeal.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION

**Clarke Caton Hintz**

Architects

Planners

Landscape Architects

John Jehl, Esq.
 Jehl and Fabian
 100 Grove Street
 P. O. Box 1087
 Haddonfield, New Jersey 08033

January 29, 2009

Station Place
 400 Sullivan Way
 Trenton NJ 08628
 clarkecatonhintz.com
 Tel: 609 883 8383
 Fax: 609 883 4044

Re: Regional Contribution Agreement
 Gibbsboro and Woodlynne Boroughs
 Schedule of Payments

Dear Mr. Jehl:

As requested, I have reviewed the agreement between Gibbsboro and Woodlynne Boroughs with respect to the schedule for payments. The schedule for payments is found in Article 2 of the agreement under Paragraph 2.1. Paragraph 2.1 reads as follows:

<u>Payment Schedule</u>	<u>Amount</u>
First payment 60 days after the effective date of this Agreement	\$700,000
Second payment	\$700,000
The Second Payment will be made one year after first payment, however, no later than the term of Gibbsboro Borough's extended second round substantive certification.	
TOTAL	\$1,400,000

John Clarke, FAIA
 Philip Caton, FAICP
 Carl Hintz, AICP, ASLA
 John Hatch, AIA
 George Hibbs, AIA
 Brian Slauch, AICP
 Michael Sullivan, AICP

Gibbsboro received its second round judgment of repose on December 13, 2005 along with the regional contribution agreement (RCA) approval from Judge Vogelsson. The judgment of repose is the judicial equivalent of substantive certification. The judgment of repose granted Gibbsboro an amendment to its previously certified second round plan to partake of the RCA compliance mechanism. Thus the judge's action is an extension of the Borough's second round certified plan and the Borough remains under the protection afforded the judgment of repose. The extension of the second round plan will remain until superseded by a judgment of repose approving the Borough's third round plan. The third round plan was adopted and endorsed by Borough officials in November and filed with the Court on December 30, 2008 once the set of rules under which housing elements and fair share plans are crafted finally became effective on October



Mr. John Jehl, Esq., January 29, 2009

Page 2

Clarke Caton Hintz

20, 2008. The third round plan is under review by the special court master, Frank Banisch, PP, AICP. A fairness hearing on the third round plan is anticipated by the summer. If repose is granted to the third round housing plan, that would trigger the requirement for payment to Woodlynne under the terms of the agreement, in my opinion. Should the third round plan approval be delayed for some reason, the payment would be required one year after the first payment. It is my understanding that the first payment was made in November 2008 and under this scenario would require the second payment by November 2009.

Should you have any questions concerning this matter, please contact me at your convenience.

Sincerely,

Brian M. Slaugh, PP, AICP
Borough Planner

Cc. Hon. Edward G. Campbell, III, Mayor
Anne D. Levy, RMC

BOROUGH OF GIBBSBORO

49 KIRKWOOD ROAD • GIBBSBORO, N.J. 08026

TEL (856) 783-6655 • FAX (856) 782-8694

Pg. 1

SHIP TO

BOROUGH OF GIBBSBORO
49 KIRKWOOD ROAD
GIBBSBORO, NJ 08026

VENDOR

WOODLYNNE BOROUGH
200 COOPER AVENUE

VENDOR #: W0080

WOODLYNNE NJ 08107-2199

PURCHASE ORDERTHIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 09-0001

ORDER DATE: 01/01/09

REQUISITION NO:

DELIVERY DATE: 00/00/00

STATE CONTRACT NO:

F.O.B. TERMS:

PAYMENT RECORD

CHECK DATE

1/5/09

CHECK NO.

8642

IRS #21-6008-131 - TAX EXEMPT UNDER
PROVISIONS OF N.J. SALES & USE TAX ACT
(CHAPTER 30, LAWS OF 1966).ALL INVOICES AND CORRESPONDENCE MUST BE SENT
TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT.

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	RCA AGREEMENT	C-04-44-967-000	700,000.0000	700,000.00
			TOTAL	700,000.00

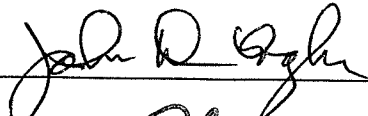
ENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE

THE ABOVE CLAIM IS APPROVED AS CORRECT.

NO ORDER VALID UNLESS SIGNED BELOW


COUNCIL


PURCHASING AGENT


FINANCE COMMITTEE


TREASURER
CONDITIONS READ CAREFULLY

- DO NOT MAKE ANY SHIPMENT "COLLECT". PREPAY TRANSPORTATION AND INCLUDE AMOUNT ON BILL, UNLESS OTHERWISE AGREED.
- ENCLOSE PACKING SLIP WITH EACH SHIPMENT.
- MAKE DELIVERIES BETWEEN 9 A.M. AND 2 P.M.

- THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF REASONABLE SHIPMENT CANNOT BE MADE.
- THIS COPY OF PURCHASE ORDER/VOUCHER MUST BE RETURNED WITH YOUR INVOICE COPY.

DATE _____ OFFICIAL POSITION _____

INCORPORATED? ☐ YES ☐ NO

AX I.D. NO. OR SOCIAL SECURITY NO. _____

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

BOROUGH OF GIBBSBORO

49 KIRKWOOD ROAD • GIBBSBORO, N.J. 08026

TEL (856) 783-6655 • FAX (856) 782-8694

Pg.

SHIP TO

BOROUGH OF GIBBSBORO
49 KIRKWOOD ROAD
GIBBSBORO, NJ 08026

VENDOR

VENDOR #: W0080

WOODLYNNE BOROUGH, RCA ESCROW
200 COOPER AVENUE

WOODLYNNE NJ 08107-2199

ALL INVOICES AND CORRESPONDENCE MUST BE SENT
TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT.**PURCHASE ORDER**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 09-0401

ORDER DATE: 04/16/09
REQUISITION NO:
DELIVERY DATE: 00/00/00
STATE CONTRACT NO:
F.O.B. TERMS:**PAYMENT RECORD**

CHECK DATE

CHECK NO.

5/28/09

8982

IRS #21-6008-131 - TAX EXEMPT UNDER
PROVISIONS OF N.J. SALES & USE TAX ACT
(CHAPTER 30, LAWS OF 1966).

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	COAH 2ND & FINAL INSTALLMENT PAYMENT DUE JUNE 1, 2009	C-04-44-967-000 \$700,000	700,000.0000 TOTAL	700,000.00 ===== 700,000.00

VENDOR'S CERTIFICATION & DECLARATION

THE ABOVE CLAIM IS APPROVED AS CORRECT.

NO ORDER VALID UNLESS SIGNED BELOW

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X *mandate*

VENDOR SIGN HERE

John O'Leary
COUNCIL

James Small
FINANCE COMMITTEE

Lee D. Long
PURCHASING AGENT

all
TREASURER

CONDITIONS READ CAREFULLY

- DO NOT MAKE ANY SHIPMENT "COLLECT". PREPAY TRANSPORTATION AND INCLUDE AMOUNT ON BILL, UNLESS OTHERWISE AGREED.
- ENCLOSE PACKING SLIP WITH EACH SHIPMENT.
- MAKE DELIVERIES BETWEEN 9 A.M. AND 2 P.M.
- THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF REASONABLE SHIPMENT CANNOT BE MADE.
- THIS COPY OF PURCHASE ORDER/VOUCHER MUST BE RETURNED WITH YOUR INVOICE COPY.

DATE _____ OFFICIAL POSITION _____

TAX I.D. NO. OR SOCIAL SECURITY NO.

INCORPORATED? ☐ YES ☐ NO

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BOROUGH OF GIBBSBORO49 KIRKWOOD ROAD
GIBBSBORO, N.J. 08026**Bank of America**
VOORHEES, NJ**No.008642**

55-33

GENERAL CLEARING ACCOUNT

DATE

CHECK NO.

AMOUNT

212

01/05/09

008642

\$***700,000.00

Seven Hundred Thousand And 00/100 Dollars

TO THE
ORDER
OFWOODLYNNE BOROUGH , RCA ESCROW
200 COOPER AVENUE
WOODLYNNE NJ 08107-2199

MP

MP

MP

⑈008642⑈ ⑆021200339⑆ 42810 17977⑈

⑈0070000000⑈

THIS DOCUMENT HAS A COLORED BACKGROUND, FLUORESCENT FIBERS, FLUORESCENT WATERMARK, BLEED THRU MICR/ARABIC NUMBERS AND MICROPRINT SIGNATURE LINE - MISSING A FEATURE INDICATES A COPY

BOROUGH OF GIBBSBORO49 KIRKWOOD ROAD
GIBBSBORO, N.J. 08026**Bank of America**
VOORHEES, NJ**No.008982**

55-33

GENERAL CLEARING ACCOUNT

DATE

CHECK NO.

AMOUNT

212

05/28/09

008982

\$***700,000.00

Seven Hundred Thousand And 00/100 Dollars

TO THE
ORDER
OFWOODLYNNE BOROUGH, RCA ESCROW
200 COOPER AVENUE
WOODLYNNE NJ 08107-2199

MP

MP

MP

⑈008982⑈ ⑆021200339⑆ 42810 17977⑈

⑈0070000000⑈

ENDORSE HERE

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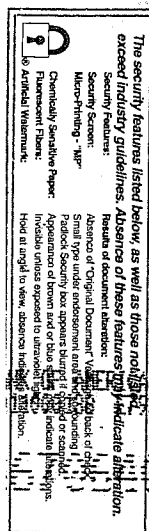
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

MP

0622647970 >231372691<
R018 B2 P12 SOVEREIGN
01/09/2009 WYOMISSING, PA

NA HRT

01/12/09

VS DATE 01/12/09
P02 E 060 C 045 MJ

ENDORSE HERE

X

FOR DEPOSIT ONLY

BOROUGH OF WOODLYNNE

RCA KEHAB FUND ACCOUNT

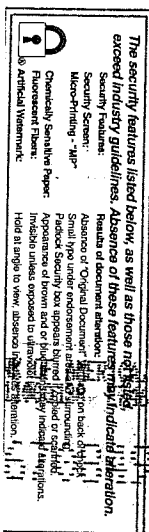
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

MP

0614732260 >231372691<
R019 B1 P12 SOVEREIGN
06/12/2009 WYOMISSING, PA

NA HRT

06/15/09

VS DATE 06/15/09
P02 E 060 C 045 MJ

REVISED 7/2007

BOROUGH OF GIBBSBORO
49 KIRKWOOD ROAD
GIBBSBORO, NEW JERSEY 08026
PHONE: 856-783-6655 FAX: 856-782-8694

MATERIAL REQUISITIONPO # 09 - 0401VENDOR # W0080DATE ORDERED: 4/16/09VENDOR Woodlyne Boat

ADDRESS _____

DATE REQUIRED: _____

CITY _____ STATE _____ ZIP CODE _____
 BUDGET ACCOUNT # C - 04 - 44 - 967 - 000 DEPT. CODE: C0114

ORDERED BY: _____

DATE: _____

QUANTITY	SIZE OR NUMBER	DESCRIPTION	AMOUNT
			707,000

DO NOT WRITE BELOW THIS LINE
 PURCHASING AGENT AND/OR POLICE COMMITTEE USE ONLY

AMOUNT NOT TO EXCEED: \$ _____

OVER \$ 500: _____ APPROVED BY FINANCE COMMITTEE

OVER \$1000*: _____ APPROVED BY MAYOR AND COUNCIL

* ATTACH QUOTE SHEET TO REQUISITION (MINIMUM THREE QUOTES)

REVISED 7/2007

BOROUGH OF GIBBSBORO
49 KIRKWOOD ROAD
GIBBSBORO, NEW JERSEY 08026
PHONE: 856-783-6655 FAX: 856-782-8694

MATERIAL REQUISITION

PO # _____

VENDOR # W0080DATE ORDERED: 1/1/09VENDOR Haddonfield Borough

ADDRESS _____

DATE REQUIRED: _____

CITY _____

BUDGET ACCOUNT # C-04 - 44 - 967 - 000STATE 967

ZIP CODE _____

DEPT. CODE: 020.2006-15

ORDERED BY: _____

DATE: COAH

QUANTITY	SIZE OR NUMBER	DESCRIPTION	AMOUNT
		<u>RCA Agreement</u>	<u>700,000</u>
			<u>02</u>
			<u>1,400,000</u>

DO NOT WRITE BELOW THIS LINE
PURCHASING AGENT AND/OR POLICE COMMITTEE USE ONLY

AMOUNT NOT TO EXCEED: \$ _____

OVER \$ 500: _____ APPROVED BY FINANCE COMMITTEE

OVER \$1000*: _____ APPROVED BY MAYOR AND COUNCIL

* ATTACH QUOTE SHEET TO REQUISITION (MINIMUM THREE QUOTES)