

Glen bridge

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Housing Element/Fair Share

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HOUSING ELEMENT/FAIR SHARE PLAN

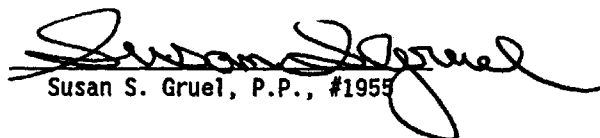
The Township of Glen Ridge Borough
Essex County, New Jersey

May 1988
As Amended September 1989

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Susan S. Gruel, P.P., #1955

HOUSING ELEMENT/FAIR SHARE PLAN

**Township of Glen Ridge Borough
Essex County, New Jersey**

INTRODUCTION

The Mt. Laurel II decision,¹ handed down by the New Jersey Supreme Court in January 1983, requires all municipalities to provide a realistic opportunity for the construction of housing affordable to those households of lower income. The extent of that obligation depends upon how a municipality is designated in the State Development Guide Plan. The Guide Plan, published by the New Jersey Department of Community Affairs in May 1980, divided the state into the following regions: growth areas; limited growth areas; agricultural areas; and conservation areas.

The Borough of Glen Ridge is located wholly within a growth area, according to the State Development Guide Plan. (See Map No. 1).² Since Glen Ridge is located within a growth area, its Mt. Laurel II obligation includes indigenous need, reallocated present need and prospective need.

"Indigenous need" means deficient housing units which are occupied by low and moderate income households within a municipality and is a component of present need. "Reallocated present need" means that portion of a housing region's present need which is distributed to designated growth areas. The reallocated present need represents a redistribution of units within a region. In other words, certain municipalities have present needs which exceed the regional average, and this excess is redistributed among the remaining municipalities. "Prospective need" is defined as a municipality's share of the region's anticipated future low and moderate income housing need.

THE FAIR HOUSING ACT

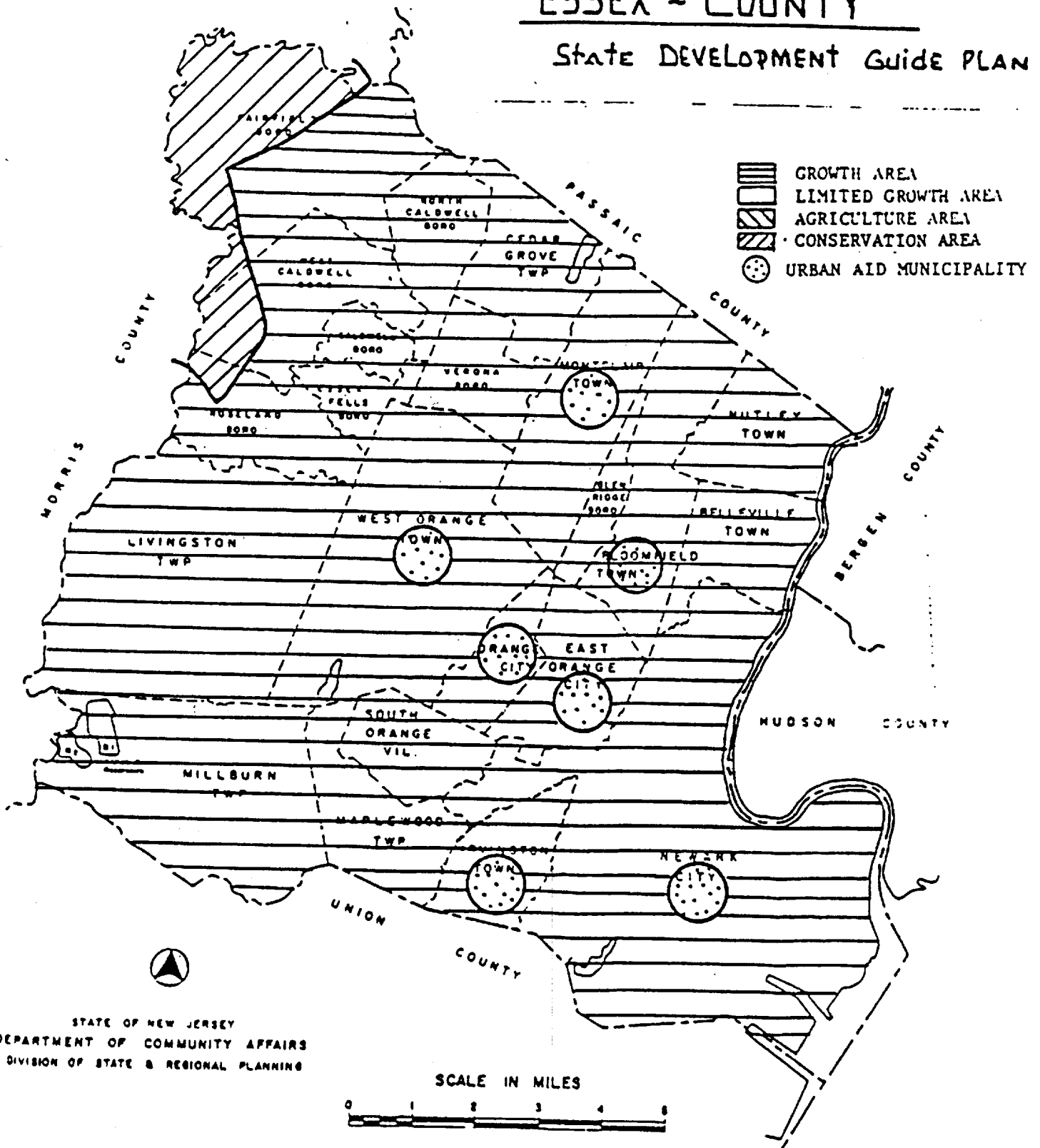
In response to the Mt. Laurel II decision, the Fair Housing Act was adopted in 1985 and signed by the Governor (Chapter 222, Laws of New Jersey, 1985). The Act

¹The Draft Preliminary Plan Map dated January 1988, prepared by the State Planning Commission, indicates that the Borough is classified under Stable Cities and Suburbs (Tier 2), a designated growth area.

²South Burlington County NAACP v. Mt. Laurel Township, 92 NJ 158, 456 A.2d 390 (1983).

ESSEX - COUNTY

State DEVELOPMENT Guide PLAN



established a Council on Affordable Housing (COAH) to insure that the mandate of Mt. Laurel II would be implemented by all New Jersey municipalities.

The Fair Housing Act also required municipalities in the state to include an adopted housing element in all master plans. The principal purpose of the housing element is to provide for methods of achieving the goal of access to affordable housing to meet the municipality's present and prospective housing needs. The statute states that particular attention must be paid to low and moderate income housing. The housing element must contain the following elements:

C. 52:27D-310 Mandatory Contents of Housing Element.

a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income household and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;

b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next six years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

d. An analysis of the existing and probable future employment characteristics of the municipality;

e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and

f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

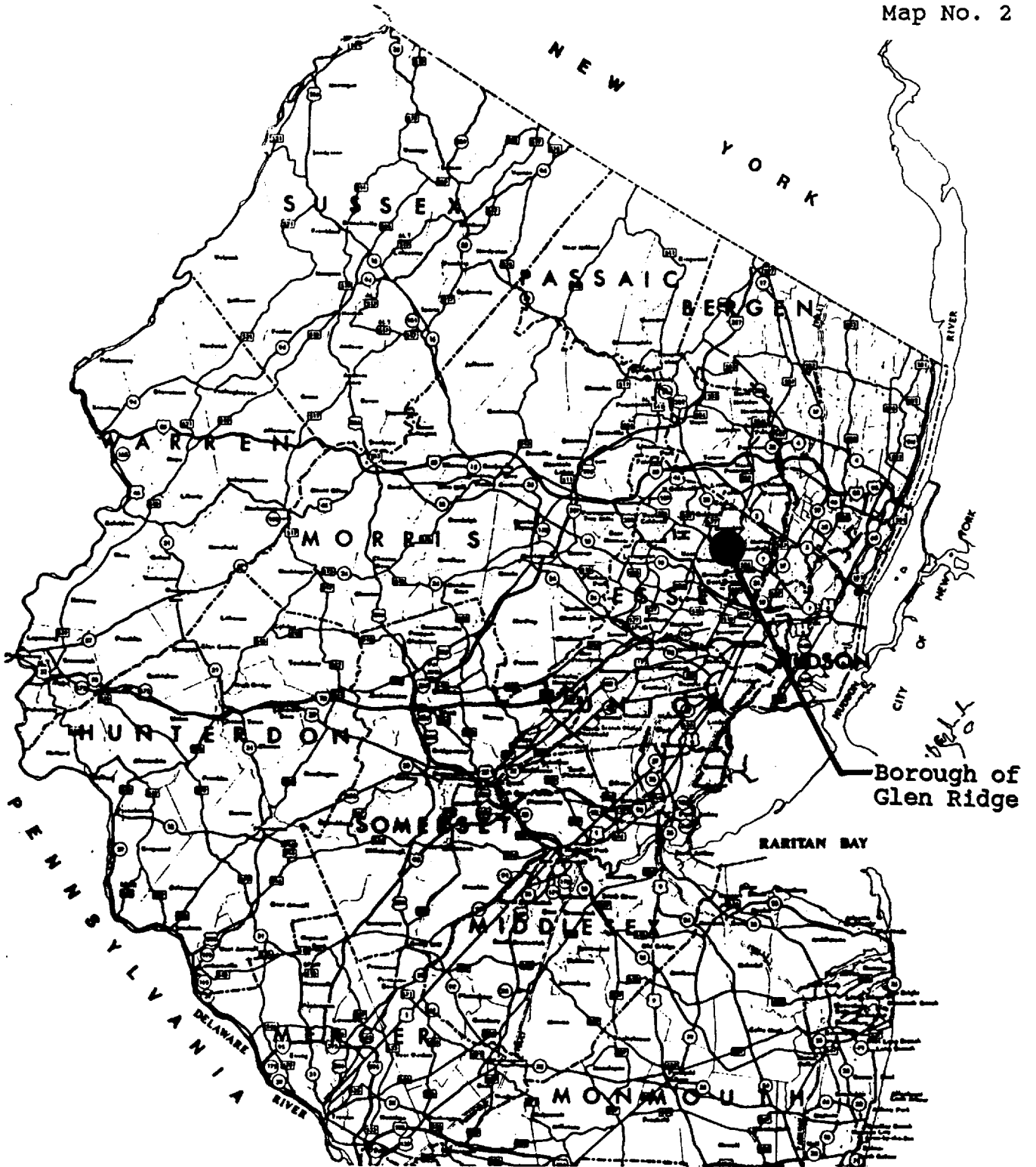
SUMMARY

The Borough of Glen Ridge is located in the northcentral section of Essex County approximately 15 miles west of New York City. (see Location Map #2) The Borough of Glen Ridge is 1.40 square miles in size and had an estimated 1986 population of 7,872. The Borough is a medium density developed residential community with a density of 6,055 persons per square mile and is bounded by the Cities of East Orange and Orange, and the Towns of Bloomfield and Montclair. The Borough is bisected by the Montclair and Boonton Branches of the N.J. Transit railroad.

From 1950 to 1970, the population of the Borough increased over 11 percent. During the 1970's there was a 7.8 percent loss in population. Since 1980, the population has remained static. The 1980 median age in Glen Ridge is 34.7 years which is older than the Essex County median age of 31.4 years.

The Borough's housing stock is predominantly single-family detached dwelling units of which almost three-quarters were built before 1940. Almost 52 percent of the Borough residents have lived at their current address since 1970. While employment growth during the past ten years has been modest, the Borough of Glen Ridge is not a job intensive area compared with the counties of Essex, Morris and Union.

It is projected that there will be little growth in employment and population since there are no vacant parcels of significant size remaining in the Borough.



Location Map

According to the guidelines established by the Council on Affordable Housing, the Borough of Glen Ridge is located in the Northwest region which consists of Essex, Morris, Sussex and Union counties. The Borough of Glen Ridge has a total pre-credited need of 83 units of low and moderate income units. The Borough of Glen Ridge has a fair share housing obligation of 47 units after municipal adjustments are taken due to lack of vacant land over two acres in size. The Borough has an indigenous need obligation of 22 units and an inclusionary need of 25 units.

In order to address its indigenous need obligation, the Borough has received funding through the N.J. Department of Community Affairs, Neighborhood Preservation Balanced Housing Program. The 13.8 acre portion of the Glen Ridge county located within Glen Ridge is proposed as a future inclusionary housing site at a gross density of 9 units per acre.

This report constitutes the Housing Element/Fair Share Plan of the Borough of Glen Ridge. It consists of seven parts, as follows:

- PART I Demographic Characteristics
- PART II Existing Housing Characteristics
- PART III Estimated Future Housing Construction
- PART IV Employment Data
- PART V Fair Share Determination
- PART VI Fair Share Plan
- PART VII Proposed Implementation Ordinance

Part I

DEMOGRAPHIC CHARACTERISTICS

POPULATION

From 1950 to 1980, the Borough of Glen Ridge experienced a small increase in population overall, as shown in Table 1. The largest growth in terms of percentage increase occurred in the 1950 to 1960 decade when the population increased from 7,620 to 8,322 persons. This represented a 9.21 percent rise. The 1960 to 1970 decade also showed an increase in population but at a slower rate when the population increased by 195 persons, or 2.34 percent. Between 1970 and 1980, the Township experienced a decline in population of 662 persons which represents a decrease of 7.77 percent to a population of 7,855.

Since 1980, the population has stabilized and has almost remained constant. The estimated 1986 population of Glen Ridge was 7,872, which is an increase of 17 people since 1980; however, this is below the 1970 population peak of 8,517 persons.

The population trends experienced by the Borough of Glen Ridge from 1950 through 1986 are somewhat similar to that of Essex County as a whole, also shown in Table 1. Although the population increases in the county from 1950 to 1970 were not as large as those in the Borough, the county had a population decline of 8.8 percent compared to the Borough loss of 7.77 percent during the 1970 to 1980 decade. The county decline represented a loss of 82,075 people. Since 1980, the population in the county has stabilized with a slight decline of 6,526 persons, or 0.77 percent.

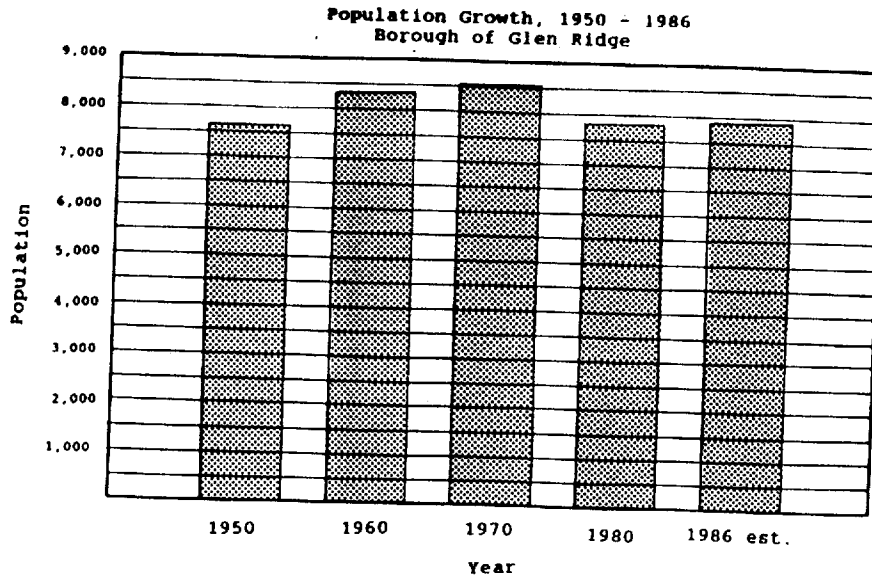
Table 1
Population Growth
Borough of Glen Ridge

Year	Population	Population Increase	
		Absolute Number	Percent
1950	7,620	---	---
1960	8,322	702	9.21
1970	8,517	195	2.34
1980	7,855	-662	-7.77
1986 (Est.)	7,872	17	0.22

Essex County

Year	Population	Population Increase	
		Absolute Number	Percent
1950	905,949	---	---
1960	923,545	+17,596	1.94
1970	932,526	+8,981	0.97
1980	850,451	-82,075	-8.80
1986	843,925	-6,526	-0.77

Source: 1950 through 1980 from U.S. Bureau of the Census; 1986 population estimate from Population Estimates for New Jersey, July 1, 1986, State of New Jersey, Department of Labor, Division of Planning & Research.



POPULATION COMPOSITION BY AGE

Table 2 presents the 1970 and 1980 population by age groups for the Borough of Glen Ridge. As indicated, there were significant shifts in certain age distributions over the ten year period. There were three age cohorts that experienced increases. The 15 to 24 year age had an increase of 160 people, or 13.1 percent; the 25 to 34 year age cohort had an increase of 235 people, or 31.2 percent; the 65 and over year age cohort had an increase of 8 people, or 0.9 percent. All of the other age groups registered a decline in population, although some more dramatic than others. The most significant declines occurred in the under 5 years and the 5 to 14 year age cohort, with a loss of 118 people or 21.9 percent, and 763 persons or 39.4 percent, respectively.

Table 2
Population by Age, 1970 and 1980
 Borough of Glen Ridge

	<u>1970</u>		<u>1980</u>		<u>Change, 1970-80</u>	
	<u>No. of</u> <u>Persons</u>	<u>Percent</u>	<u>No. of</u> <u>Persons</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
Under 5	539	6.3	421	5.4	-118	-21.9
5-14	1,939	22.8	1,176	15.0	-763	-39.4
15-24	1,218	14.3	1,378	17.5	160	13.1
25-34	753	8.9	988	12.6	235	31.2
35-44	1,099	12.9	1,023	13.0	-76	-6.9
45-54	1,136	13.3	1,061	13.5	-75	-6.6
55-64	897	10.5	864	11.0	-33	-3.7
65 and Over	<u>936</u>	<u>11.0</u>	<u>944</u>	<u>12.0</u>	8	0.9
Totals:	8,517	100.0	7,855	100.0		

Source: U.S. Bureau of the Census, 1970 and 1980.

Table 3 compares the age group distribution for the Borough of Glen Ridge and Essex County in 1970 and 1980. Both county and Borough experienced a decline in the proportion of the population in the under 5 age cohort while registering a growth in the 65 and over category. Compared to the county in 1980, the Borough had a higher percentage of its population in the middle and older age categories (35 years and over) and a lower proportion in the young adult group (25 to 34 years).

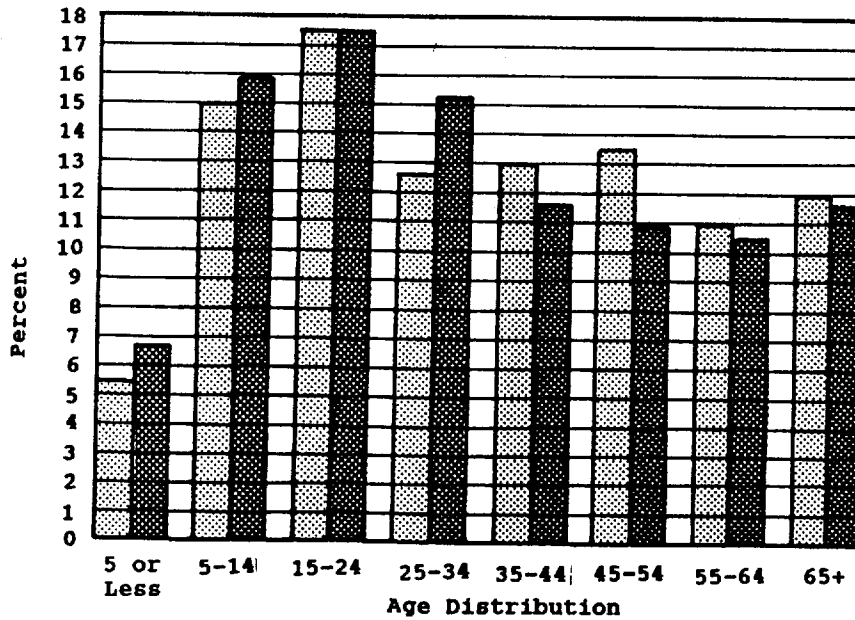
The median age in the Borough increased from 32.5 years in 1970 to 34.7 years in 1980. This is significantly higher than the county's median age in 1980 of 31.4. Given the present population distribution and developed character of the Borough, the Borough's population will be increasingly "top heavy" by the continued growth of the older age categories.

Table 3
Population Distribution, 1970 and 1980
Borough of Glen Ridge and Essex County

	1970		1980	
	Percent of Population		Percent of Population	
	<u>Borough</u>	<u>County</u>	<u>Borough</u>	<u>County</u>
Under 5	6.3	8.4	5.4	6.7
5-14	22.8	19.1	15.0	15.9
15-24	14.3	15.2	17.5	17.5
25-34	8.9	12.2	12.6	15.3
35-44	12.9	11.7	13.0	11.6
45-54	13.3	12.4	13.5	10.9
55-64	10.5	10.4	11.0	10.5
65 and Over	<u>11.0</u>	<u>10.6</u>	<u>12.0</u>	<u>11.6</u>
Totals:	100.0	100.0	100.0	100.0
Median Age:	32.5	30.6	34.7	31.4

Source: U.S. Bureau of the Census, 1970 and 1980.

Population by Age, 1980
Borough of Glen Ridge & Essex County



Borough



County

Part II

EXISTING HOUSING CHARACTERISTICS

HOUSEHOLD SIZE

A household is defined as one or more persons, whether related or not, living together in a dwelling unit. Table 4 presents the households by number of persons for 1980 in the Borough of Glen Ridge and Essex County.

Table 4
Household Characteristics
Borough of Glen Ridge and Essex County

<u>Household Size</u>	<u>1980 Households</u>			
	<u>Borough</u>		<u>County</u>	
	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
1 person	343	14.0	75,502	25.2
2 persons	696	28.5	83,461	27.8
3 persons	446	18.3	52,473	17.5
4 persons	464	19.0	43,936	14.6
5 persons	282	11.6	23,779	7.9
6 or more persons	<u>211</u>	<u>8.6</u>	<u>21,152</u>	<u>7.0</u>
Totals:	2,442	100.0	300,303	100.0

Average Persons

Per Household

1970:	3.30	3.02
1980:	2.91	2.79

Source: U.S. Bureau of the Census, 1970 & 1980

Table 4A
Household Size, 1970-1980
Borough of Glen Ridge

Household Size	1970		1980		Change, 1970-80	
	No. of House- holds	Percent	No. of House- holds	Percent	Number	Percent
1 person	247	10.4	343	14.0	96	9.3
2 persons	639	26.8	696	28.5	57	2.1
3 persons	373	15.6	446	18.3	73	4.7
4 persons	436	18.3	464	19.0	28	1.5
5 persons	315	13.2	282	11.5	-33	-2.5
6 or more persons	<u>375</u>	<u>15.7</u>	<u>211</u>	<u>8.6</u>	<u>-164</u>	<u>-10.4</u>
Totals:	2,385	100.0	2,442	100.0	57	4.7

Source: U.S. Bureau of the Census.

As indicated in Table 4, the average 1980 household size in the Borough was 2.91 persons, down from 3.30 persons in 1970. The decline was similar in Essex County. In the county, the 1980 household size was 2.79, down from 3.02 persons in 1970.

Various trends during the late 1960's and 1970's contributed to the reduction in household size. These include the tendency to marry at later ages, increases in divorce rates, increases in the number of elderly living alone, and the desire by single working persons to have their own housing units. Collectively, these trends have resulted in reductions of household size. This explains why the number of households increased by 2.39 percent from 1970 to 1980 while the population declined by 7.77 percent during the same period.

Recent studies have suggested that the decline in household size may have stabilized in the early 1980's. If this is the case, then in the future there probably will be a higher correlation between household formation, new dwelling units and population growth.

Table 5 details the types of households in Glen Ridge in 1980. As indicated, one-person households represented 14.0 percent of the total households. Of these, 51.6 percent, or 177 households, were occupied by persons aged 65 years old or over. Persons aged 65 and over comprised 692 households, or 28.3 percent of the total number of households.

Table 5
Types of Households
Borough of Glen Ridge

<u>Type of Household</u>	<u>Number in Subgroup</u>	<u>1980 Total</u>
<u>One Person:</u>		343
Male Householder	105	
Female Householder	238	
<u>Two or More Persons:</u>		2,099
Married Couple Family	1,808	
Other Family		
Male Householder, No Wife	57	
Female Householder, No Husband	195	
Non-Family*		
Male Householder	28	
Female Householder	11	
<u>One or More Persons 65 Years or Over:</u>		
One Person	177	
Two or More Persons	515	

* Not a member of a family; roomers, boarders, resident employees, foster children, etc., are included in this category.

Source: U.S. Bureau of the Census, 1980

INCOME

The Borough of Glen Ridge had a per capita income of \$12,169 in 1979, significantly higher than the per capita income of Essex County and the State of \$7,538 and \$8,127, respectively. In 1979, medium household income for the Borough was \$30,377 which is also higher than the county and state median income of \$16,186 and \$19,800, respectively. Median and per capita income is shown in Table 6.

Table 6
Per Capita and Household Income, 1979
Borough of Glen Ridge
Essex County and State of New Jersey

	<u>Median Income</u>	<u>Per Capita Income</u>
Borough	\$ 30,377	\$ 12,169
County	16,186	7,538
State	19,800	8,127

Source: U.S. Bureau of the Census, 1980

As indicated in Table 7, there were 212 households with incomes less than \$10,000, or 8.6 percent of the total number of households. On the other hand, 582 households, or 23.9 percent had incomes of \$50,000 or more. In comparison, the county had 97,913 households, or 32.5 percent earning \$10,000 or less, while only 20,217 households or 6.8 percent earned more than \$50,000.

Table 7
1979 Household Income Distribution
Borough of Glen Ridge and Essex County

<u>Income</u>	<u>Borough</u>		<u>County</u>	
	<u>Number of Households</u>	<u>Percent</u>	<u>Number of Households</u>	<u>Percent</u>
Less than \$2,500	28	1.1	18,875	6.3
\$ 2,500 - \$4,999	47	1.9	32,555	10.8
\$ 5,000 - \$7,499	93	3.8	24,198	8.0
\$ 7,500 - \$ 9,999	44	1.8	22,285	7.4
\$10,000 - \$12,499	72	3.0	23,368	7.8
\$12,500 - \$14,999	136	5.6	19,199	6.4
\$15,000 - \$17,499	143	5.9	20,899	6.9
\$17,500 - \$19,999	157	6.4	17,024	5.7
\$20,000 - \$22,499	132	5.4	17,677	5.9
\$22,500 - \$24,999	122	5.0	13,244	4.4
\$25,000 - \$27,499	107	4.4	14,179	4.7
\$27,500 - \$29,999	119	4.9	10,725	3.6
\$30,000 - \$34,999	210	8.6	18,441	6.1
\$35,000 - \$39,999	180	7.4	13,309	4.4
\$40,000 - \$49,999	265	10.9	14,587	4.8
\$50,000 - \$74,999	388	15.9	13,412	4.5
\$75,000 or more	194	8.0	6,805	2.3

Source: U.S. Bureau of the Census, 1980

HOUSING COSTS AS A PERCENT OF INCOME

Table 8 shows the housing costs of owner occupants as percentages of total income. A total of 707 households were spending over 25 percent of their incomes for housing costs. The affordability criteria for housing as a percent of income, set by Mt. Laurel II, is that no more than 28 percent of gross income should be allocated for housing costs. Of the 707 households, 120 had incomes below \$10,000 and 110 households were paying 35 percent or more of their income for housing.

Table 8
Owner Occupant Housing Costs as Percentage of 1979 Income
 Borough of Glen Ridge

<u>Income Range:</u>	<u>Less than \$5,000</u>	<u>\$5,000- 9,000</u>	<u>\$10,000- 14,999</u>	<u>\$15,000- 19,999</u>	<u>\$20,000 or More</u>
Less than 15%	0	0	0	28	907
15% to 24%	0	0	6	38	258
25% to 29%	0	10	56	94	247
30% or More	30	80	93	80	17

Source: U.S. Bureau of the Census, 1980

Table 9 provides the same cost data for renter occupied households. There were 83 households who paid over 25 percent of their gross incomes for housing costs. There were 35 households whose incomes were below \$10,000 and 27 households who were paying 35 percent or more of gross incomes for housing costs. The current affordability criteria for renter housing is 30 percent, also set by Mt. Laurel II.

Table 9
Renter Occupant Housing Costs as Percentage of 1979 Income
 Borough of Glen Ridge

<u>Income Range:</u>	Less than	\$5,000-	\$10,000-	\$15,000-	\$20,000
	<u>\$5,000</u>	<u>9,000</u>	<u>14,999</u>	<u>19,999</u>	<u>or More</u>
Less than 20%	0	0	9	0	71
20% to 24%	0	0	9	36	17
25% to 34%	0	8	6	5	12
35% or More	0	27	12	13	0

Source: U.S. Bureau of the Census, 1980

NUMBER AND AGE OF HOUSING UNITS

At the time of the 1980 census, there were 2,478 housing units in the Borough, of which all were year-round. Of the 2,478 units, 2,442 were occupied and 36 were vacant which results in a vacancy rate of 1.5 percent.

Of the 2,478 housing units, 1,928, or 77.8 percent were constructed before 1940. In fact, over 90 percent of the Borough's housing stock was built prior to 1960. Table 10 details 1980 housing data.

Table 10
Housing Data in 1980
Borough of Glen Ridge

<u>Characteristics</u>	<u>Housing Units</u>	
	<u>Number</u>	<u>Percent</u>
Year Round Units	2,478	100.0
Seasonal and Migratory Units	<u>0</u>	<u>0.0</u>
	2,478	100.0
Tenure of Occupied Units		
Owner Occupied	2,181	89.3
Renter Occupied	<u>261</u>	<u>10.7</u>
	2,442	100.0
Year Structure Built		
1975 - March 1980	25	1.0
1970 - 1974	52	2.1
1960 - 1969	164	6.6
1940 - 1959	309	12.5
1939 or Earlier	<u>1,928</u>	<u>77.8</u>
	2,478	100.0
Units in Structure		
One (single-family detached)	2,133	87.3
Two or More Units	308	12.6
Mobile Home or Trailer	<u>1</u>	<u>0.1</u>
	2,442	100.0
Number of Rooms		
One	18	0.7
Two	27	1.1
Three	81	3.3
Four	102	4.1
Five	132	5.3
Six or More	<u>2,118</u>	<u>85.5</u>
	2,478	100.0

Source: U.S. Bureau of the Census, 1980

TYPE AND SIZE CHARACTERISTICS

Most of the housing stock of the Borough of Glen Ridge is in single-family detached housing. There were 2,133 single-family detached homes in 1980. The remaining 308 units were in buildings containing two or more housing units and one (1) mobile home.

Table 10 also illustrates housing units by the number of rooms. There were 18 units with one room, and 342 units had two, three, four, and five rooms. These units presumably include most of the rental units in the Borough.

Six or more room units were the largest single category with 2,118 units, or over 85 percent of all housing in the Borough. This reflects the predominance of single-family detached homes which tend to be larger than multiple-family units.

TENURE OF HOUSEHOLDS

Table 11 details the breakdown of units in the Borough of Glen Ridge by tenure. About 48 percent of the households in the Borough moved into their current residence before 1970 and over 31 percent since 1975.

Table 11
Occupied Housing Units by Tenure
Borough of Glen Ridge

	<u>Total</u>	<u>Percent</u>	<u>Renter</u>	<u>Percent</u>	<u>Owner</u>	<u>Percent</u>
1979 - 1980	225	9.2	66	25.3	159	7.3
1975 - 1978	553	22.6	80	30.7	473	21.7
1970 - 1974	489	20.0	86	33.0	403	18.5
1960 - 1969	591	24.2	13	5.0	578	26.5
1959 and Earlier	<u>584</u>	<u>23.9</u>	<u>16</u>	<u>6.1</u>	<u>568</u>	<u>26.0</u>
Totals:	2,442	100.0	261	100.0	2,181	100.0

Source: U.S. Bureau of the Census, 1980.

As also indicated in Table 11, there is a 41.5 percent difference in the turnover

rates between owner occupied and renter occupied units. Since 1970, over 89 percent of renter occupied units have changed their address while only about 47.5 percent of owner occupied units have moved.

HOUSING VALUES

Housing values for owner occupied non-condominium housing units in 1980 are given in Table 12. Approximately 10.7 percent of the homes were valued under \$50,000, and nearly 69 percent were between \$50,000 and \$100,000. Of all of the housing units, 20.5 percent were valued over \$100,000. The median was \$74,400.

CONTRACT RENTS

The medium contract rent in 1980, as shown in Table 12, was \$328. Of the total number of renter occupied units, seven (7) or 3.0 percent, paid less than \$150 a month for rent. On the other hand, 139 renters, or 60.9 percent, paid \$300 and over a month.

Table 12
Housing Values, 1980
Borough of Glen Ridge

Owner Occupant Non-Condominium Housing Units by Value

<u>Value Range</u>	<u>Number</u>	<u>Percent</u>
Less than \$24,999	13	0.7
\$ 25,000 - \$29,999	18	0.9
\$ 30,000 - \$34,999	23	1.2
\$ 35,000 - \$39,999	34	1.7
\$ 40,000 - \$49,999	121	6.2
\$ 50,000 - \$79,999	942	48.3
\$ 80,000 - \$99,999	400	20.5
\$100,000 - \$149,999	288	14.8
\$150,000 or More	111	5.7

Median Value: \$74,400

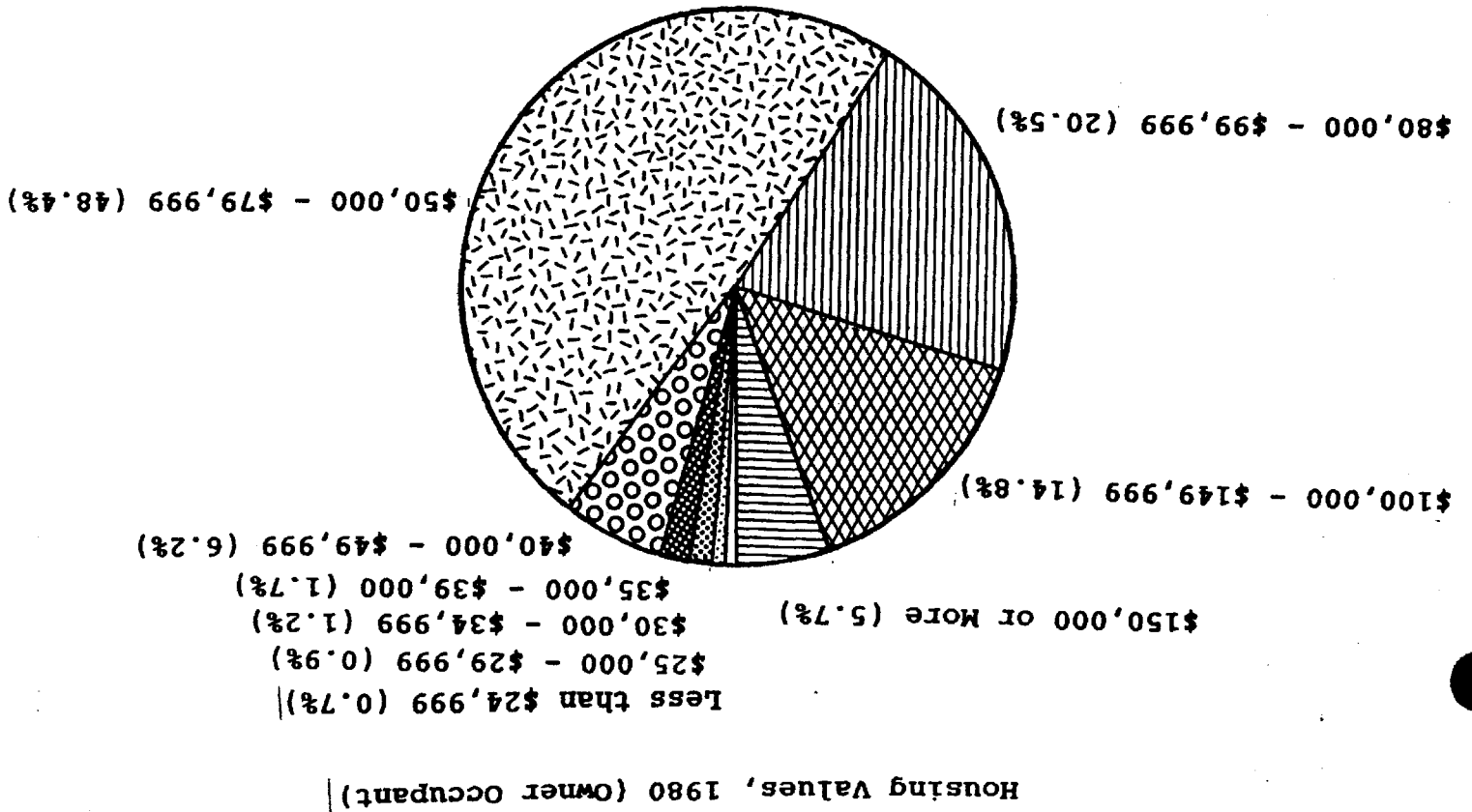
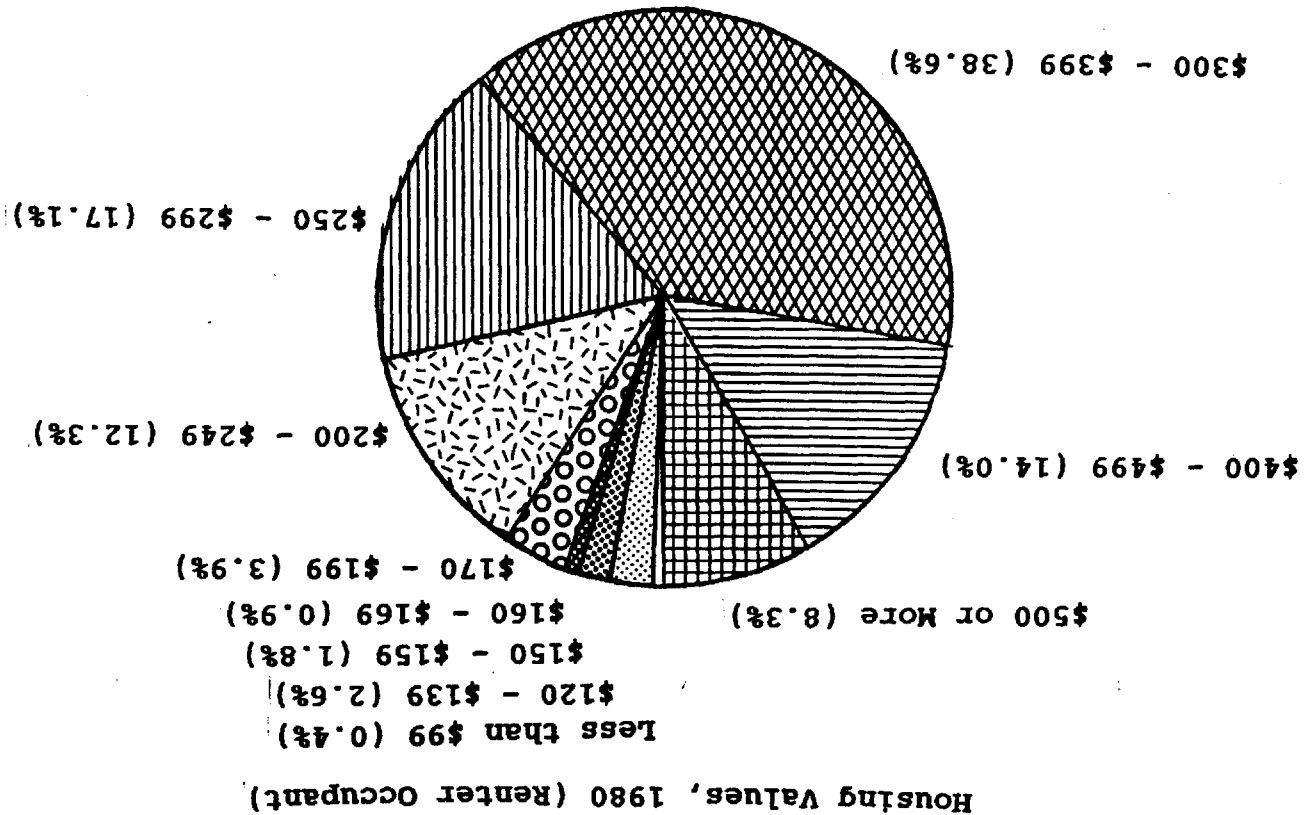
Renter Occupant Units by Contract Rent

<u>Contract Rent</u>	<u>Number</u>	<u>Percent</u>
Less than \$99	1	0.4
\$100 - \$119	0	0.0
\$120 - \$139	6	2.6
\$140 - \$149	0	0.0
\$150 - \$159	4	1.8
\$160 - \$169	2	0.9
\$170 - \$199	9	3.9
\$200 - \$249	28	12.3
\$250 - \$299	39	17.1
\$300 - \$399	88	38.6
\$400 - \$499	32	14.0
\$500 or More	19	8.3

Median Contract Rent: \$328

Source: U.S. Bureau of the Census, 1980

No rents ranging between \$100 - \$119 or \$140 - \$149



HOUSING CONDITIONS

Table 13 details the condition of the housing in the Borough of Glen Ridge based upon the condition of the plumbing facilities and heating equipment, and the extent of overcrowding. These factors are utilized in determining housing deficiency. Only 0.2 percent, or four (4) units in the Borough were lacking complete plumbing for the exclusive use of the unit occupants. On the other hand, 36 units or 1.5 percent of the total housing units in the Borough were without central heating. In addition, 18 units or 0.7 percent were occupied by more than 1.01 persons per room.

Table 13
Indicators of Housing Conditions
Borough of Glen Ridge

<u>Status of Plumbing Facilities</u>	<u>Number</u>	<u>Percent</u>
Having complete plumbing for exclusive use	2,474	99.8
Lacking complete plumbing for exclusive use	4	0.2
<u>Status of Heating Equipment</u>		
With central heating system	2,442	98.5
Without central heating system	36	1.5
<u>Occupied Units by Persons Per Room</u>		
1.00 or less	2,424	99.3
1.01 - 1.50	16	0.6
1.51 or more	2	0.1

Source: U.S. Bureau of the Census, 1980

Part III

ESTIMATED FUTURE HOUSING CONSTRUCTION

Table 14 details the dwelling units authorized by building permits since 1980. In addition, the table lists the number of units which were demolished.

During the eight year period between 1980 through 1987, there were a total of 40 dwelling units which received building permits, of which 32 were five plus units. During the same time period, there were no residential units which were demolished. The Borough is essentially completely built up and has a very limited number of vacant lots available, so there is little potential for new development other than individual, scattered lot residential development.

Table 14
 Dwelling Units Authorized by Building Permits
 1980-1987
 Borough of Glen Ridge

<u>Year</u>	<u>Total</u>	<u>Single Family</u>	<u>2-4 Family</u>	<u>5+ Family</u>	<u>Demolitions</u>
1987	8	8	0	8	0
1986	0	0	0	0	0
1985	32	0	0	32	0
1984	0	0	0	0	0
1983	0	0	0	0	0
1982	0	0	0	0	0
1981	0	0	0	0	0
1980	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	40	8	0	40	0

Source: New Jersey Residential Buildings Permits, 1980-1987.

Part IV

EMPLOYMENT DATA

JOBS IN THE BOROUGH OF GLEN RIDGE

Covered employment in the Borough of Glen Ridge increased by 123 jobs, or 17.8 percent between 1977 and 1986. As indicated in Table 15, there were 736 jobs in 1977 and by 1986 this number had increased to 859 jobs. The peak year, however, was in 1985 with a total of 896 jobs.

Table 15
Employment Data

Borough of Glen Ridge and Essex County

Year	<u>Borough of Glen Ridge</u>			<u>Essex County</u>		
	<u>Number of Jobs*</u>	<u>Difference</u>		<u>Number of Jobs*</u>	<u>Difference</u>	
	<u>Number</u>	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Number</u>	<u>Percent</u>
1977	736			304,940		
1978	746	10	1.4	306,133	1,193	0.4
1979	708	-38	-5.1	310,664	4,531	1.5
1980	729	21	3.0	308,195	-2,469	-0.8
1981	740	11	1.5	303,754	-4,441	-1.4
1982	737	-3	-0.4	301,476	-2,278	-0.7
1983	743	6	0.8	305,879	4,403	1.5
1984	735	-8	-1.1	318,749	12,870	4.2
1985	896	161	21.9	313,036	-5,713	-1.8
1986	859	<u>-37</u>	<u>-4.1</u>	316,313	<u>3,277</u>	<u>1.0</u>
1977-1986		123	17.8		11,373	3.8

Population to Job Ratio

<u>Area</u>	<u>1986** Population</u>	<u>1986 Covered Employment</u>	<u>Population to Jobs</u>
Borough of Glen Ridge	7,872	859	9.16 to 1
Essex County	843,925	316,313	2.67 to 1
Union County	504,658	237,029	2.13 to 1
Sussex County	122,812	21,836	5.62 to 1
Morris County	418,527	205,299	2.04 to 1

Source:

* N.J. Department of Labor, Covered Employment Trends, 1977-1986.

** "Population Estimates for New Jersey, July 1, 1986"

The Northwest Housing Region contains Essex, Sussex, Morris, and Union counties. As shown in Table 15, the persons to job ratio in 1986 ranged from 2.04 to 5.62 to 1 in the latter three counties. These ratios compare to 2.67 to 1 in Essex County but in Glen Ridge the population to job ratio is a much higher 9.16 to 1.

What these ratios indicate is that Glen Ridge is predominantly a residential community and not a job intensive community in contrast to Morris, Union, and Essex counties. The employment base in Glen Ridge is service and retail establishments which serve the local population.

COMPARATIVE EMPLOYMENT DATA

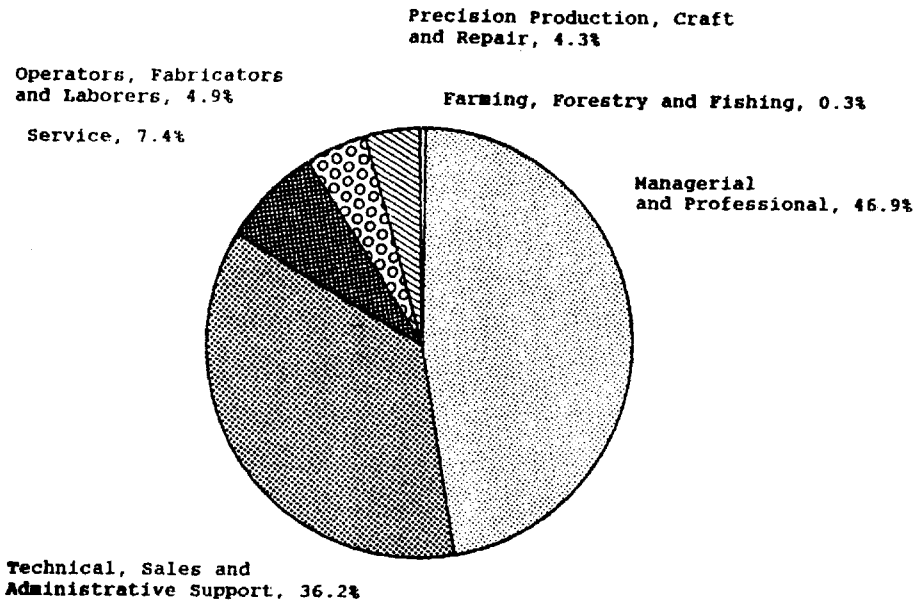
Table 16 indicates how residents in the Borough of Glen Ridge and Essex County earn their living and their place of employment. The proportion of residents in Glen Ridge in white and blue collar jobs is significantly greater than Essex County as a whole. Conversely, a larger proportion of Essex County residents are employed as laborers and craftsmen than Glen Ridge residents. The largest category by jobs in the Borough is managerial and professional which represented 46.9 percent of the labor force. This compared to the county percentage of 24.7 in the same category. The largest category by jobs in the county is technical, sales and administrative support, with 32.6 percent of the jobs in this group. The Borough has 36.2 percent of jobs in the same category.

The county, on the other hand, has 19.6 percent of the workforce in the operators, fabricators and laborers group while Glen Ridge had only 4.9 percent in the same category. As expected, farming, forestry and fishing represent less than 1 percent of the jobs in both the Borough and the County.

Table 16
Comparative Employment Data, 1980
 Borough of Glen Ridge

	Borough of			
	<u>Glen Ridge</u>		<u>Essex County</u>	
	<u>Number</u>	<u>Percentage</u>	<u>Number</u>	<u>Percentage</u>
<u>Employment by Occupation</u>				
Managerial and Professional	1,709	46.9	88,540	24.7
Technical, Sales and Administrative Support	1,319	36.2	116,963	32.6
Service	268	7.4	47,527	13.2
Farming, Forestry and Fishing	11	0.3	1,435	0.4
Precision Production, Craft and Repair	157	4.3	33,991	9.5
Operators, Fabricators and Laborers	<u>179</u>	<u>4.9</u>	<u>70,301</u>	<u>19.6</u>
Totals	3,643	100.0	358,757	100.0
<u>Employment by Place of Work</u>				
<u>(Reported)</u>				
Worked in Area of Residence	460	14.0		
Worked Outside Area of Residence	2,819	86.0		
Worked in County			198,510	57.6
Worked Outside County			145,872	42.4
Mean Travel Time:	27.6 min.		23.2 min.	
Source: U.S. Bureau of the Census, 1980				

Employment by Occupation, 1980
Borough of Glen Ridge



PLACE OF WORK

Table 16 also identifies reported employment by place of work for the Borough and the county. About 14 percent of resident workers in the Borough of Glen Ridge work in the Borough. The relatively high proportion of the labor force working outside the Borough is evidenced by a mean travel time to work of 27.6 minutes. This travel time compares to the mean travel time of workers in Essex County of 23.2 minutes. Over 57 percent of resident workers in Essex County are employed in the county.

PROJECTED EMPLOYMENT

From 1977 through 1986, the number of jobs increased by 123, from 736 to 859, respectively. Based upon the lack of substantial developable land, past employment trends are not necessarily accurate in predicting future employment in the Borough. The employment base in the Borough of Glen Ridge is expected to remain stable with no significant increase in employment.

PART V

FAIR SHARE DETERMINATION

DETERMINATION OF BOROUGH OF GLEN RIDGE "FAIR SHARE"

The Borough of Glen Ridge is located within Region No. 2, the Northwest region. This region consists of Essex, Morris, Sussex and Union counties. (See Map No. 3.) Since Glen Ridge is located within an area identified as a growth area, its affordable housing obligation includes indigenous, reallocated present, and prospective need.

Using the analytic methodology set forth in the "Fair Share Housing Criteria and Guidelines" (N.J.S.A. 52:27d-301 et seq.), promulgated by the Council on Affordable Housing, the Borough of Glen Ridge has a total "pre-credited need" of 83 low and moderate income units.

Present Need

The Borough of Glen Ridge's present need includes two components; indigenous need, and reallocated present need.

Indigenous need is the total number of deficient housing units occupied by low and moderate income households within a community. The indigenous need is based on the presence of a number of statistical factors.

The factors used in the Council on Affordable Housing's approach include:

1. The year the structure is built. A distinction is made between units built before and after 1940.
2. Persons per room. 1.01 or more persons per room is an index of overcrowding.
3. Access to the unit. A unit is unacceptable if one must pass through another dwelling unit to enter it. This is a measure of privacy.
4. Plumbing facilities. A household must have the exclusive use of complete plumbing facilities.
5. Kitchen facilities. Adequate kitchen facilities include sink with piped water, stove and refrigerator.

HOUSING REGION COUNTY GROUPS

Region 1 -
Northeast

Bergen
Hudson
Passaic

Region 2 -
Northwest

Essex
Morris
Sussex
Union

Region 3 -
West Central

Hunterdon
Middlesex
Somerset
Warren

Region 4 -
East Central

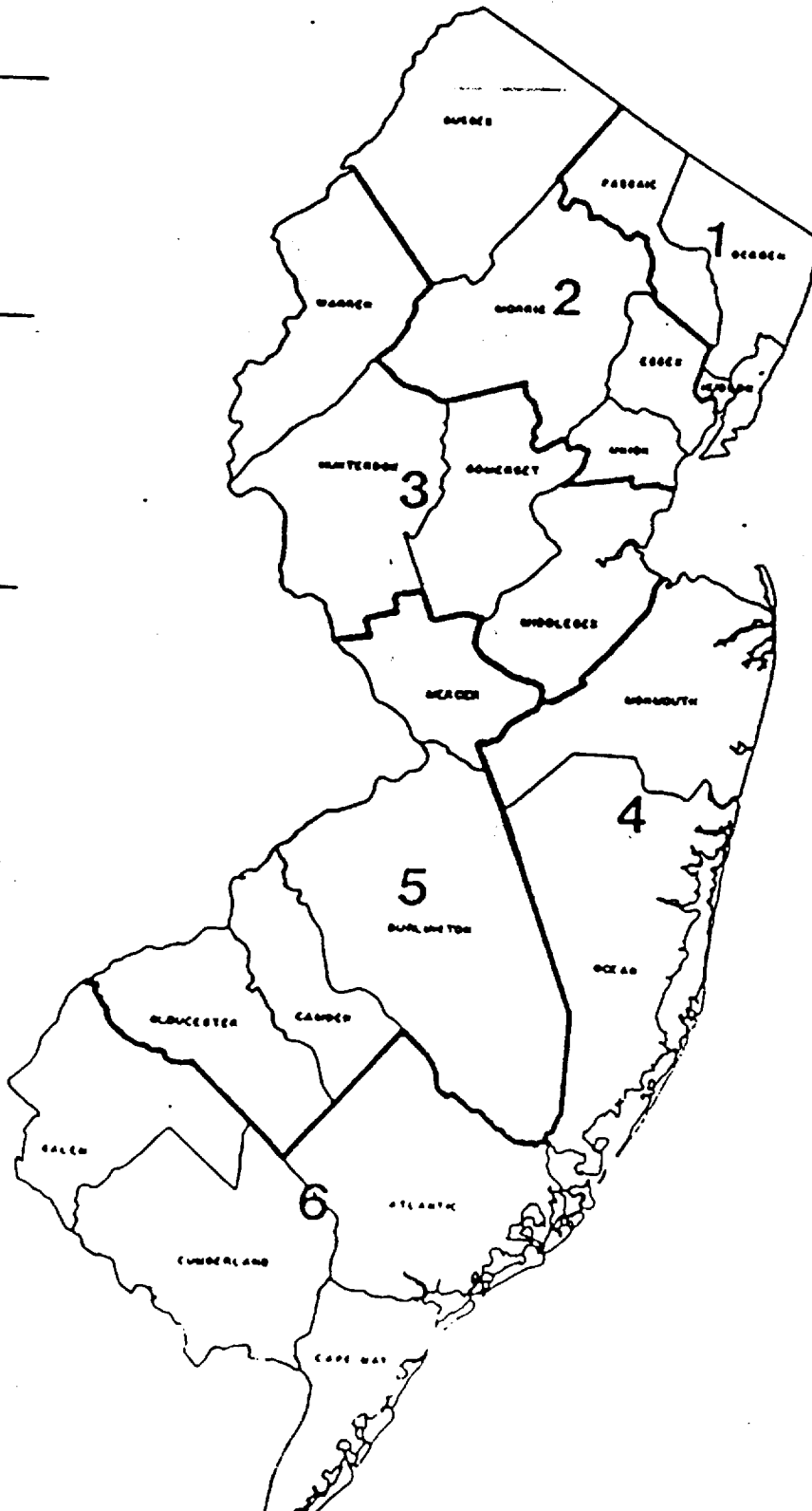
Monmouth
Ocean

Region 5 -
Southwest

Burlington
Camden
Gloucester
Mercer

Region 6 -
South-Southwest

Atlantic
Cape May
Cumberland
Salem



6. Heating facilities. The existence of central heat is used as a measure of adequacy.
7. Elevator. Buildings of four stories or more are considered inadequate if they do not have an elevator.

A unit must have at least two characteristics to be classified as a deficient unit provided it is occupied by a Mt. Laurel family. Three indices of deficiency are available at both the municipal and subregional levels. These indices are used to calculate a share of the subregional indigenous need to be allocated to a municipality. The deficiency factors are: (1) plumbing facility - nonexclusive use of complete plumbing; (2) heating facilities - nonpresence of central heat or vented room heaters; (3) persons per room - overcrowding at 1.01 or more persons per room.

Using the methodology of the Council on Affordable Housing, Glen Ridge has an indigenous need of 29 units.

Reallocated present need is a share of the excess deteriorated units in a region transferred to all communities which are within the growth area with the exception of selected urban aid cities. Urban aid cities are generally densely populated and have a higher than average proportion of low and moderate income families living in deteriorated housing and are not expected to share in the regional burden. Excess deficient units are allocated and redistributed to all of the other municipalities within growth areas in the region.

Low and moderate income housing is distributed to each community using both economic and land use factors. The factors were selected as measures of both municipal responsibility and capacity.

The factors used in distributing reallocated present need include:

1. Covered employment in the municipality as a percentage of the regional covered employment (1984).
2. Municipal area in the growth area as percentage of the growth area in the region as included in the official State Development Guide Plan (SDGP).
3. Municipal (1983-1984) aggregate per capita income as a percentage of the 1983-1984 regional aggregate per capita income.

Using the allocation formula, the Borough of Glen Ridge has a reallocated present need of 42 units.

Prospective Need

Prospective need is the share of the total projected population that will qualify for low and moderate income housing. An allocation formula is used to calculate Glen Ridge's share of the Essex, Morris, Sussex and Union prospective need.

The reallocated present need formula is utilized with a fourth factor added. This factor is the "regressed"³ annual covered employment change within a municipality over the period from 1977 to 1984, as a percent of the regional regressed annual covered employment change for the same period. Essentially this is a measurement of employment growth within a town as compared to the employment growth within the region in which the town is located.

Applying this allocation formula to the Borough of Glen Ridge, the Borough has a total 1987-1993 prospective need of 35 housing units.

Total Need

The Borough of Glen Ridge's total affordable housing need number for the period 1987 to 1993 is 106 units. The total need number is modified by a number of factors. These factors include demolitions, filtering, residential conversions, and spontaneous rehabilitation.

1. Demolitions.⁴ The fair share formula identifies demolition as a factor which eliminates housing opportunities for low and moderate income households. Therefore, the number of demolitions is added to the total need number.

The number of municipal demolitions which occurred during 1983 and 1984 are averaged and multiplied by six (6) to obtain the projected 1987-1993 demolitions. That number is then multiplied by a percentage of demolitions which affect low and moderate income households within the Essex, Morris, Sussex and Union subregion.

³Regression analysis is a statistical technique designed to use data about past performance to predict future performance.

⁴Demolitions from New Jersey Residential Building Permits, 1984 Summary.

In the Borough of Glen Ridge, this represents no additional units added to the previously calculated total need.

2. Filtering. Filtering is a factor which causes a reduction in the total need number, based upon the recognition that housing needs of low and moderate income households are partially met by sound housing units formerly occupied by higher income sectors of the housing market. That is, as higher income households vacate certain units, they then become available to households of lower income. Filtering is positively correlated with the presence of multi-family housing units.

To calculate the impact that filtering has on the affordable housing obligation of a community, it is first necessary to determine the total number of multi-family housing units⁵ and then divide that number of the total number of multi-family housing units within the region. This share is then multiplied by the filtering estimates for the region.

In the Borough of Glen Ridge, filtering will reduce the total housing obligation by 13 units.

3. Residential Conversions. Residential conversion is the creation of dwelling units from already existing residential structures. Residential conversion is a significant source of housing supply to low and moderate income households, and it will cause a reduction in total municipal need. Residential conversion is positively correlated with the presence of two- to four-family housing units.⁶

In order to evaluate the impact of residential conversion on a municipality's total need, it is first necessary to determine the total number of two- to four-family housing units within the municipality, and then this number is divided by the total number of two- to four-family dwelling units within the region. This share is then multiplied by the regional conversion estimates to obtain a projection of municipal residential conversions.

The Borough of Glen Ridge's residential conversions will reduce the total affordable housing obligation by three (3) dwelling units.

⁵Multi-family units identified in U.S. Census of Housing, N.J. Detailed Housing Characteristics, Part 32.

⁶Two- to four-family units, U.S. Census, Detailed Housing Characteristics, Part 32; New Jersey.

4. Spontaneous Rehabilitations. Spontaneous rehabilitation measures the private market's ability to rehabilitate deficient low and moderate income units up to code standard. It will cause a reduction to the total municipal need. Spontaneous rehabilitation is positively correlated with aggregate per capita income.

To evaluate the impact of spontaneous rehabilitation on municipal need, it is necessary to first determine the municipal per capita income⁷ which is then multiplied by the estimated municipal population as of 1984.⁸ This yields a municipal aggregate per capita income which is divided by the regional aggregate per capita income to obtain a municipal share. This share is then multiplied by the projected number of spontaneously rehabilitated units for the region.

In the Borough of Glen Ridge, spontaneous rehabilitation will cause a net reduction of seven (7) units.

Net Affordable Housing Obligation

The total pre-credited affordable housing need for the Borough of Glen Ridge is 83 units, as follows:

Total Present Need:	71 Units
Prospective Need:	<u>35 "</u>
Total:	106 Units
Demolitions	0 "
Filtering	-13 "
Residential Conversions	-3 "
Spontaneous Rehabilitation	<u>-7 "</u>
Total Pre-Credited Need:	83 Units

Credits

The Fair Housing Council's guidelines include a provision for crediting. According to N.J.A.C. 5:92-6.1a as amended, credits are granted for all qualified units created after April 1, 1980, when the housing is either funded, financed, or otherwise assisted by a government program specifically designed to provide low or

⁷Per capita income from 1986 N.J. Legislative District Data Book, Rutgers University.

⁸Population from 1984 Population Estimates for New Jersey, N.J. Department of Labor, 1985.

moderate income housing or was rehabilitated and is presently occupied by either the original low or moderate income household or a subsequent low or moderate income household. The Borough of Glen Ridge has no housing units which qualify for credits.

Municipal Adjustments

The fair housing criteria and guidelines provide for municipal adjustments in the fair share number based upon available land capacity, public facilities, and infrastructure. Adjustments may only be applied to reallocated present and prospective need. Specific vacant and developable parcels may be excluded as potential sites for low and moderate income housing based on the following: (1) historic and architecturally important sites; (2) agricultural land when development rights have been purchased or restricted by covenant; and (3) environmentally sensitive lands.

Additionally, municipalities may reserve up to 3 percent of their developable acreage for active municipal recreation and exclude this acreage from consideration for potential sites for low and moderate income housing.

In 1978, a land use survey was performed by the Borough of Glen Ridge as part of their master plan process. Based upon the survey, an existing land use map was prepared. According to the 1976 survey, there were several vacant lots scattered throughout the Borough which were under one (1) acre in size.

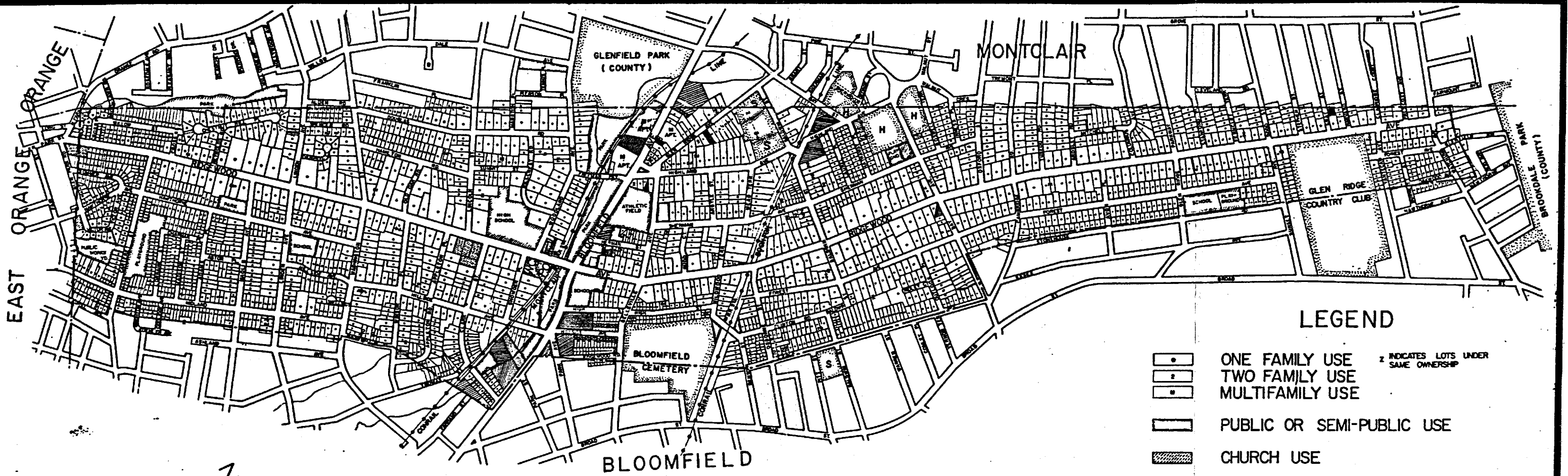
In April 1988, the 1976 land use map was revised to incorporate all new development which has either received municipal development approval, is under construction or has been completed. (See present land use map.)

Since 1976, Victoria Commons, a 36-unit condominium complex, was constructed on a one (1) acre parcel along Bloomfield Avenue. The parcel was an assembly of several lots which had contained single-family homes. The homes were subsequently demolished to permit the construction of the condominiums. In addition, eight (8) building permits were issued for the construction of single-family homes scattered on isolated lots throughout the Borough.

The 1988 land use survey confirmed that there are no parcels which are identified as vacant and over two (2) acres in size. Therefore, there is no vacant, developable land which can be considered for the construction of affordable housing in the Borough of Glen Ridge.

According to COAH policy, private golf courses and clubs have been determined to be underutilized land, and, therefore, are subject to consideration in preparing a fair share plan. As a result, the Borough has identified the 13.8 acre portion of the Glen Ridge Country Club located in Glen Ridge as a potential site for future inclusionary development at a density of 9 units per acre.

BOROUGH OF GLEN RIDGE · ESSEX COUNTY · NEW JERSEY



LEGEND

- ONE FAMILY USE
 - ◐ TWO FAMILY USE
 - ◑ MULTIFAMILY USE
 - ▭ PUBLIC OR SEMI-PUBLIC USE
 - ▨ CHURCH USE
 - ▩ COMMERCIAL USE
 - ▧ INDUSTRIAL USE
 - VACANT LAND
- z INDICATES LOTS UNDER SAME OWNERSHIP



REVISIONS			
NO.	DATE	DWN.	APP.
1	APRIL 1972	F.P.	
2	NOV. 1976	R.F.B.	

Revised by: Harvey S. Moskowitz, P.P., P.A.
MAY, 1978

▭ PUBLIC OR SEMI-PUBLIC AREAS NOT CONTROLLED BY GLEN RIDGE
S-SCHOOL, PO-POST OFFICE, P-PARK, WC-WOMENS CLUB, H-HOSPITAL

BOROUGH OF GLEN RIDGE

PRESENT LAND USE

M.L. MODN, RE.

JUNE 7, 1978

Part VI

FAIR SHARE PLAN

In order to address the Borough's housing need, the Fair Share Plan consists of the following two components:

1. Establishment of a rehabilitation program to address the existing 22 units of substandard housing⁹ in the Borough.
2. Rezoning of the 13.8 acre portion of the Glen Ridge Country Club for inclusionary development which will produce a total of 25 affordable units.

REHABILITATION PROGRAM

In order to address its indigenous need obligation, the Borough has submitted an application and received funding from the Neighborhood Preservation Balanced Housing Program within the New Jersey State Department of Community Affairs. The funding from the program will be utilized to rehabilitate five (5) substandard housing units per year. A minimum of \$10,000 per unit will be allocated for each unit to be rehabilitated. The rehabilitation program has been designed for units which are affordable to low and moderate income households, of which at least 50 percent will be affordable to low income households. Affordability controls have been incorporated into the rehabilitation program.

The firm of Planners Diversified of Summit has been retained by the Borough of Glen Ridge to administer the rehabilitation program. The Borough rehabilitation program complies with all rules and regulations of the Balanced Housing Program as well as the administrative rules of the Council on Affordable Housing. An affirmative marketing plan has been submitted as a component of the rehabilitation program. (See Appendix A for Rehabilitation program details.)

⁹provided the units do not violate the Borough of Glen Ridge municipal zoning ordinance.

INCLUSIONARY DEVELOPMENT - GLEN RIDGE COUNTRY CLUB

Although there is no vacant developable land over 2 acres in size, the portion of Glen Ridge Country Club located in Glen Ridge is proposed as a future inclusionary housing site.

The 13.8 acre site is located in the northeastern section of the Borough adjacent to the Town of Bloomfield municipal boundary line and is currently used as a private golf course (Glen Ridge Country Club). (see attached map) The majority of the Country Club, however, is located in the Town of Bloomfield. There are no severe environmental constraints on the site. The site is serviced by public water and sewer. Access to the site is by Ridgewood Avenue, a county connector street.

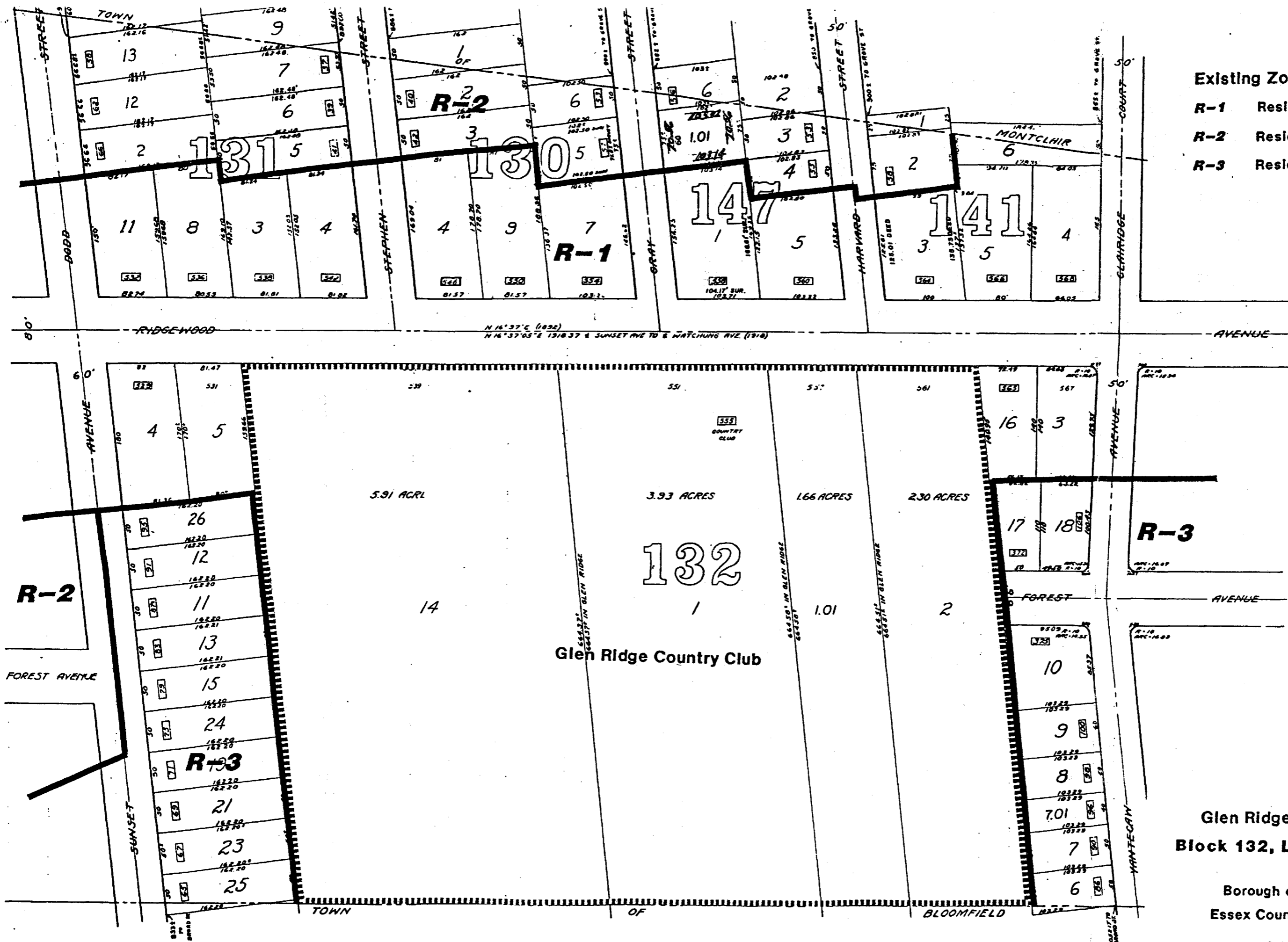
The surrounding land use pattern is single-family residential. The single-family lots fronting along Ridgewood Avenue range from approximately 11,000 square feet to 16,500 square feet in size. The lots along Sunset Avenue and Yantecaw Avenue range in size from 5,000 square feet to 8,100 square feet.

The site and the area along Ridgewood Avenue are currently zoned R-1 Single-Family Residential which permits single-family homes on 8,500 square foot lots. Private country clubs are permitted uses. The area adjacent to the site to the north and south is zoned R-3, Single-Family Residential which allows single-family homes on 4,800 square feet.

It is recommended that the 13.8 acre site should be considered for inclusionary development at a gross density of 9 units per acre with a 20 percent set aside. At the proposed density, a total of 124 units would be constructed on the site of which 25 would be affordable.

Based upon the existing single-family lower density nature along Ridgewood Avenue, it is recommended that the frontage of the site along Ridgewood Avenue be developed for single-family homes on lots conforming to the R-1 zone regulations. The remaining portion of the site (approximately 11.7 acres) would be developed as townhouses.

The firm of Planners Diversified would be the entity administering the affordability controls on the affordable units. (See Appendix B) The affirmative marketing plan is detailed in Appendix C.



- Existing Zoning**
- R-1** Residential-Single Family
 - R-2** Residential-Single Family
 - R-3** Residential-Single Family

Glen Ridge Country Club

Glen Ridge Country Club
 Block 132, Lots 1, 1.01, 2, 14

Borough of Glen Ridge
 Essex County, New Jersey

July, 1989

Part VII

PROPOSED IMPLEMENTATION ORDINANCE

In order to implement the Fair Share Plan, the following changes to the Township of Glen Ridge Borough Zoning Ordinance (Ordinance 820) are recommended. The purpose is to assure construction of the required low and moderate income units as well as to remove unnecessary cost generating features from the ordinance as they might apply to this zone.

AFFORDABLE HOUSING ZONE (AH ZONE)

Purpose: It is the intent of the AH zone regulations to provide a realistic opportunity for the construction of a variety of housing types and income levels in the Township, including housing for lower income households; and to encourage the development of such lower income housing and other housing by providing specific land use regulations addressing those needs. These regulations are designed to meet the mandate of Mt. Laurel II. Any provisions of this or any other ordinance in conflict with the AH zoning regulations and which impose higher standards not related to health and safety shall be inapplicable.

For purposes of this Section, low income households are those with an income no greater than 50% of the median household income of the Newark Primary Metropolitan Statistical area (PMSA), adjusted for household size, and moderate income households are those with incomes no greater than 80% and no less than 50% of the median household income of the Newark Primary Metropolitan Statistical Area, adjusted for household size. These maximum household income levels for low and moderate income households correspond to the very low income and low income levels designated by the U.S. Department of Housing & Urban Development (HUD) for its Section 8 Rental Assistance Program for the Newark PMSA and available from its Newark Area Office.

1. **Principal Permitted Uses:**
 - (a) Townhouses
 - (b) Public parks, playgrounds and conservation areas.
 - (c) Private country clubs subject to the special restrictions in Article 6.
 - (d) Single-family detached houses.

2. **Permitted Accessory Uses:**
 - (a) Accessory buildings
 - (b) Fences
 - (c) Off-street parking and garages
 - (d) Recreational facilities
 - (e) Signs
 - (f) Public utility uses
 - (g) Common open space

3. **Minimum tract size: 13 acres**

4. **Maximum permitted density: The maximum density shall be nine units per acre.**

5. **Minimum Tract Setback: All development shall maintain a fifty foot minimum buffer to all exterior property lines. Said buffer shall be bermed or landscaped and remain unoccupied except for entrance roads or utilities. In addition, there shall be a 50 foot setback from all townhouse development to all interior single-family property lines.**

6. **Maximum height: Principal building: 35 feet**
Accessory building: 15 feet

7. **Minimum common open space: 25%. Ownership and maintenance of common open space shall be regulated by N.J.S.A. 40:55D-43, Standards for the Establishment of Open Space Organization.**

8. **Maximum impervious coverage: 60 percent.**

9. Distance between buildings:

The minimum distance between townhouse buildings shall be as follows:

- | | |
|---|---------|
| a. Windowless wall to windowless wall | 20 feet |
| b. Window wall to windowless wall | 30 feet |
| c. Window wall to window wall | |
| Front to Front | 75 feet |
| Rear to Rear | 50 feet |
| End to End | 30 feet |
| d. Any building face to right-of-way | 25 feet |
| e. Any building face to collector street curb | 40 feet |
| f. Any building face to arterial street curb | 50 feet |
| g. Any building face to common parking curb | 20 feet |

The planning board may reduce the above distances by not more than twenty (20%) percent if there is an angle of twenty (20) degrees or more between buildings and if extensive landscaping and buffers, which provide necessary screening and shielding, are placed between buildings, and further provided that the reductions assist in meeting the objective of this Section.

10. Minimum off-street parking requirements: 2 parking spaces per unit.

11. Frontage along Ridgewood Avenue: The frontage along Ridgewood Avenue shall be developed for single-family homes. The single-family lots shall comply with the bulk standards of the R-1 zone (Section 4.110 of the Glen Ridge Zoning Ordinance). The Planning Board may permit access from Ridgewood Avenue to the remaining portion of the development if landscaping and buffers provide adequate screening and shielding from the adjacent single-family homes and the Planning Board deems it promotes the overall development pattern of the site.

11. Lower income housing requirements:

- a. Number and type of lower income dwelling units required. All development in the AH zone shall be required to provide a minimum of twenty percent (20%) of all dwelling units to be affordable for lower income households. A minimum of fifteen percent (15%) of all such lower

Income units shall be three-bedroom units. At least 35% of the lower income units shall be two bedroom units. Not more than 20% of all lower income units shall be efficiency units.

- b. Eligibility Standard: One-half (1/2) of all lower income units shall meet HUD Section 8, or other assisted housing programs, eligibility requirements for very low income (Mt. Laurel II low income) and one-half (1/2) shall meet HUD eligibility requirements for lower income (Mt. Laurel II moderate income).

- c. Housing cost components: In computing monthly housing costs, only the following components shall be included:
 - (1) Rental units: rent and an allowance for utilities consistent with the personal benefit expense allowance for utilities as defined by HUD or a similar allowance so as not to exceed 30 percent of gross monthly income.

 - (2) Sales units: principal and interest, insurance, taxes, and condominium or homeowners association fees, after a downpayment of 10 percent.

- d. Maximum monthly housing costs. The maximum monthly housing cost shall be 28 percent of the gross annual household income based on HUD's Section 8 income limits, adjusted for household size for sales units and 30 percent for rental units. The maximum sales prices, and monthly housing cost for sales housing shall be revised annually as new HUD figures become available. The following criteria shall be considered in determining rents and sales prices:
 - (1) Efficiency units shall be affordable to one person households.
 - (2) One bedroom units shall be affordable to two person households.
 - (3) Two bedroom units shall be affordable to three person households.
 - (4) Three bedroom units shall be affordable to five person households.
 - (5) Four bedroom units shall be affordable to seven person households.

e. Subsidies: Government subsidies may be used at the discretion of the applicant to fulfill the requirements of the section. The lack of said subsidies shall in no way alter or diminish the lower income requirements of this ordinance.

f. Resale of lower income housing:

(1) All lower income dwelling units within the AH zone shall be required to have covenants running with the land to control the resale price or sub-lease of for-sale units or to employ other legal mechanisms which shall be approved by the Borough Planning Board Attorney and will, in his opinion, ensure that such housing will remain affordable to persons of lower income for at least 20 years.

(2) Persons wishing to sell affordable units shall notify the municipal entity responsible for assuring affordability of the intent to sell. If no eligible buyers enters a contract of sale for the unit within 90 days of notification, the municipal entity shall have the option to purchase the unit for the maximum price permitted based on the regional increase in median income as defined by HUD or other recognized standard adopted by the Council. If the municipal entity does not purchase the unit, the seller may apply for permission to offer the unit to a non-income eligible household at the maximum price permitted. The seller shall document efforts to sell the unit to an income eligible household as part of this application. If the request is granted, the seller may offer low income housing units to moderate income households and moderate income housing units to households earning in excess of 80 percent of median. In no case shall the seller be permitted to receive more than the maximum price permitted. In no case shall a sale pursuant to this section eliminate the resale controls on the unit or permit any subsequent seller to convey the unit except in full compliance with the resale controls.

(3) Sales prices and rents may be increased annually in accordance

with the annual Metropolitan New York Regional Consumer Price Index for Housing of the Department of Labor. Property owners of single family, owner-occupied housing may apply to the municipal entity responsible for permission to increase the maximum price for eligible capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household. In no event shall the maximum price of an improved housing unit exceed the limits of affordability for the larger household. Property owners shall apply to the municipal entity if an increase in the maximum sales price is sought. After twenty (20) years, all such units may be sold or rented without restrictions.

g. Phasing of lower income housing:

(1) Schedule for phasing

Lower income housing shall be phased in accordance with the following schedule:

Percentage of Total Market Housing Unit Certificates of <u>Occupancy</u>	Minimum Percentage of Lower Income Housing Unit Certificates of <u>Occupancy</u>
25	0
25 + 1 Unit	10
50	50
75	75
90	100
100	-

(2) Any development in the AH zone for which site plan approval has been approved shall be considered a single development for purposes of this subsection regardless of whether parts or sections are sold or otherwise disposed of to persons or legal entities other than the one which received approval. All such approvals and conditions of approvals shall run with the land. Any

tracts or parcels sold shall include documentation satisfactory to the Planning Board Attorney, setting forth the requirements for low and moderate income housing units.

- i. Range of affordability for purchased housing.
 - (1) The average price of low and moderate income units within an inclusionary development shall be, as best as practicable, affordable to households at 57.5 percent of median income.
 - (2) In devising a range of affordability for purchased housing, as required in (a) above, the following distribution of prices for every 20 low and moderate income units shall be provided as best as practicable:

Proposed Pricing Stratification

Low 1 at 40 through 42.5 percent

3 at 42.6 through 47.5 percent

6 at 47.6 through 50 percent

Moderate 1 at 50.1 through 57.5 percent

1 at 57.6 through 64.5 percent

1 at 64.6 through 68.5 percent

1 at 68.6 through 72.5 percent

2 at 72.6 through 77.5 percent

4 at 77.6 through 80 percent

- (3) For initial occupancy, priority shall be given to households that fall within the median income categories delineated in (2) above.
- j. Residency limitations: No more than 50 percent of the affordable units initially shall be made available to income eligible households that reside in Glen Ridge or work in Glen Ridge and reside elsewhere.

APPENDIX A

**Contract for Professional Services
Rehabilitation Program**

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of this ____ day of _____, 1989 between the Township of Glen Ridge Borough, Municipal Building, Glen Ridge, New Jersey 08028 (hereinafter referred to as the "Township"), and Planners Diversified, 382 Springfield Avenue, Summit, New Jersey 07901 (hereinafter referred to as "the Consultant").

WITNESSETH THAT: the Township agrees to engage the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth subject to the terms and conditions hereinafter described.

I. INTENT OF THIS CONTRACT

The intent of this contract is for the Township to retain the services of the Consultant to assist the Township to develop, administer and implement the Township's rehabilitation program as prepared in the Housing Element and the Master Plan. The Housing Element requires development of a rehabilitation program including marketing of the project and effectuation of the improvement program. It is anticipated that approximately 22 units of housing identified as in substandard condition will be improved to standards acceptable to the Council on Affordable Housing. Funding for the project shall provide for the assistance necessary to address all substandard violations and will be based on local bonding and New Jersey Department of Community Affairs Balanced Housing funds.

II. SCOPE OF SERVICES

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

- A. Provision for Preparation of Balanced Housing Program Application for Funding from N.J. Department of Community Affairs and Related Rehabilitation Policy and Procedures Manual. The Consultant shall provide for preparation of a funding request for the rehabilitation program financing and a rehabilitation policy and procedures manual. Information will be presented to identify eligible participants, describe benefits, delineate eligible property improvements, describe contractor related procedures, indicate administrative procedures, enumerate affordability controls, establish a system for records and client files, define how funds are to be obligated and paid out by the Township, specify office location and hours and staffing and provide copies of all forms and agreements including applications, income verification forms, case logs, form letters, contracts, inspection forms, etc. in order to meet the requirements of the Council on Affordable Housing.

- Eligible participants shall consider various categories of participants including homeowners, tenants and investors. Income limits for participation shall be prescribed. Target areas to be served and/or selection criteria relative to building department information shall be clearly defined.
 - Available benefits shall be delineated with respect to available subsidies, finances to be used other than local monies including interest rates, terms and the provision of repayment, subsidy maximums and technical services available through the program including inspections, work write-ups, cost estimates, loan advising, etc.
 - Eligible property improvements shall be defined with respect to health, safety and code violations. Ineligible improvements shall also be indicated. Rehabilitation standards, including HUD minimum housing quality standards or local housing code shall be discussed.
 - Contractor related procedures shall be defined including how the contractor is selected and by whom, the number of estimates required, the requirements for a contractor to participate in the program and related penalties for non-completion or non-compliance.
 - Administrative procedures shall be defined for processing rehabilitation applications, including how each task is undertaken and who is responsible for each. Procedures shall include client application and verification of income eligibility, inspection, certification of a structure as substandard, work write-up, cost estimate, certification of applicant as eligible, decision regarding award and amount of subsidy or loan, loan advising and assistance to obtain obtain private financing, if appropriate, bids or estimates by contractor, contract signing, filing of lien, inspection of work in progress, progress payments, final inspection and certification of standard condition of unit and case closeout.
 - Affordability controls shall be prepared in accordance with the Council on Affordable Housing's requirements.
 - File maintenance procedures for client households shall be provided on an individual case basis and maintained in a form for retention by the Township.
 - Fiscal procedures shall be delineated indicating necessary record keeping and coordination of same with Township Treasurer and/or other responsible persons.
- B. Development of Marketing Plan for Rehabilitation Program. The Consultant shall prepare materials for marketing of the rehabilitation program in a manner acceptable to the Township and the Council on

Affordable Housing. Consideration shall be given to the properties identified by the building department and tax office as requiring improvements. In addition, the marketing plan shall, at a minimum, provide for:

- Preparation of an information bulletin which may be available for meeting and handout purposes.
- Preparation of newspaper advertisement soliciting homeowner interest and program inquiry.
- Provision for local meetings to describe program opportunities to interested households.
- Delivery to potentially eligible homes of information describing the program's availability.

Program marketing shall continue until the required rehabilitation units have been identified and applicants screened for eligibility so as to meet the Council on Affordable Housing goal for rehabilitated dwellings.

- C. Provision of Rehabilitation Program Services for Applicant Selection, Work Write-up and Cost Estimate Services, Contracting, Construction Inspections, and Case Closeout. The Consultant shall provide for comprehensive services to implement the rehabilitation services for approximately 22 substandard properties located in the Township.

The Township's rehabilitation program shall identify homeowners and provide the following services:

- o Applicant Selection. The Consultant shall provide for the following activities with respect to applicant selection:
 - promote the housing rehabilitation program;
 - schedule interview dates with participating applicants;
 - interview applicants and explain types of rehabilitation assistance available;
 - prepare applicant documents including verification of income, employment, ownership, tax record, analysis of debt capacity and related information; and,
 - prepare with the assistance of the Township as necessary case materials and documents for approval by the Township.
- o Work write-ups and cost estimates. The Consultant shall inspect and prepare work write-ups and cost estimates for approximately 22 homes. Activities shall include:

- inspection of premises of the prequalified homeowner;
 - provision for work write-ups of the rehabilitation work to be carried out; and,
 - provision for cost estimates for each home.
- o Contracting Services. The Consultant shall provide for contracting assistance including the following activities:
- provision for review of the proposed rehabilitation items with the homeowner applicants prior to commencement of home improvement activities;
 - provision for, as required, the reprocessing of the work write-up and cost estimates after the staff has reviewed and revised the work write-ups with the homeowner;
 - provision for bidding and contracting by and between program homeowner and contractor; and,
 - maintenance of contractor records including insurance certifications.
- o Construction Inspection Service and Case Closeout. The Consultant shall provide for construction inspection services and establish a final case record providing for the following activities:
- provision for periodic construction inspection and an approval system of payout for work completed;
 - provision for final inspection of work completed and contractor guarantees;
 - preparation of required reporting documents for submission to Township and Council on Affordable Housing;
 - preparation of documents for loan closing as applicable, including mortgage, promissory note, rescission notice, etc;
 - filing of mortgages with Essex County Registrar;
 - maintenance of program fiscal and accounting records;
 - preparation of monthly financial documents for utilization by local treasurer; and,
 - preparation of case record documents for Township and, as necessary, Council on Affordable Housing reporting.

III. TIME OF PERFORMANCE

The services of the Consultant are to commence upon execution of this contract and shall be undertaken in such sequence as to assure their expeditious completion in light of the purposes of the contract.

The services as provided for hereunder shall terminate the earlier of 24 months from date of execution of this contract or at such time when all work is completed as outlined in the scope of services and as the funds provided for hereunder are exhausted.

IV. COMPENSATION AND METHOD OF PAYMENT

The Township shall pay the Consultant for services hereunder in accordance with the fee schedules as set forth in Paragraphs A., B and C of this Article IV. All monies payable to the Consultant are subject to receipt of a requisition for payment from the Consultant stating that he has performed the work under this contract in conformance with the contract that he is entitled to receive the amounts requisitioned under the terms of the contract. Monies called for under such requisition are due and payable within 15 days of the date of said requisition.

- A. Provision for Rehabilitation Policy and Procedures Manual. The fee for the Consultant services as set forth in Article II. A., shall be Six Thousand Dollars, payable upon completion of the required services.

- B. Development of Marketing Plan for Rehabilitation Program. The fee for the Consultant services as set forth in Article II. B., shall be Four Thousand Dollars, payable upon completion of the required services.

- C. Provision of Rehabilitation Program Services for Applicant Selection, Work Write-ups, Contracting, Construction Inspections, and Case Closeout. The fee for the Consultant services as set forth in Article II. C., shall be in accordance with the following per case fee schedule:

- Applicant Selection	\$1,000
- Work Write-ups and Cost Estimates	1,000
- Contracting Services	750
- Construction, Inspection Services and Case Closeout	<u>1,000</u>
	\$3,750

The Consultant's fee will be billed monthly in accordance with the above payment schedule, with the provision that with respect to construction inspection services and case closeout, the payments to the Consultant shall be as follows:

- An amount equal to 50 percent of the Consultant's fee when the contractor has completed 50 percent of the required rehabilitation work.
- An amount equal to the remaining 50 percent of the Consultant's fee when all work has been completed and the contractor has been fully paid, and the case has been closed out.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed Ninety-Two Thousand and Five-Hundred Dollars (\$92,500) and that the Consultant shall not be obligated under the terms of this contract after receiving compensation and reimbursement totaling set amount for the services required hereunder unless the maximum compensation is increased pursuant to an amendment to this contract.

V. CANCELLATION OR TERMINATION

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

VI. INSURANCE AND INDEMNITY

The Township and the Consultant do mutually agree as follows:

- A. Consultant's Insurance. The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, and comprehensive general liability insurance coverage.
- B. Township's Indemnification. It is mutually recognized that the Consultant is being retained by the Township as its personal consultant, and the Consultant is not expected to be directly liable to other parties including those who will be performing rehabilitation services or those who will be the beneficiaries of such services. In consideration for this contract, the Township agrees to indemnify the Consultant for all expenses which the Consultant may incur as a result of litigation or other involvement by any other parties including time spent as witnesses, attorneys fees, judgments and arbitration awards and the like. The Township shall be responsible for defending any lawsuits or similar involvement of the Consultant as a result of this contract, and to the extent that Consultant may deem itself obliged to incur its own legal expenses because the Township does not undertake its defense or other expenses, or shall be held liable for any damages, the Township shall reimburse the Consultant for such costs. The foregoing indemnification shall

not apply to a breach of the Consultant's warranty or gross negligence by the Consultant.

VII. GENERAL

Certain general contractual provisions are set forth as follows:

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

VIII. TOWNSHIP RESPONSIBILITIES

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

- A. Township inspection staff, as required, including housing, building and plumbing inspectors.
- B. Overall interdepartmental cooperation of Township staff.

IX. GOVERNING LAWS

The validity and interpretation of this contract and each clause and part thereof shall be governed by the laws of the State of New Jersey.

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

TOWNSHIP OF GLEN RIDGE BOROUGH

PLANNERS DIVERSIFIED

BY: _____

BY: _____
Fred C. Michaeli, President
Professional Planner
New Jersey #348

Attest:

Witness:

Township Clerk

Approved as to form
and sufficiency

Township Attorney

"EXHIBIT A"

GENERAL TERMS AND CONDITIONS

1. Extent of Agreement - This agreement represents the entire and integrated agreement between the Public Body and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Public Body and the Consultant.

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

Notwithstanding the above, the Consultant shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of Contract by the Consultant, and the Public Body may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Consultant is determined.

3. Limited Warranty by Consultant - The Consultant shall render services under this agreement in accordance with generally accepted professional practices. The Consultant shall not, however, be responsible for delays caused by employees and/or agents of the Public Body, nor shall the Consultant be responsible for acts or omissions of the Public Body's employees and/or agents, provided that the Consultant gives timely notice to the Public Body of any such events.

4. Damages - Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond the control of the other or the other's employees and agents.

5. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments.

6. Assignability. The Consultant shall not assign any interest in this Contract; and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body: provided, however, that claims for money due or to become due the Consultant from the Public Body under this Contract may be assigned to a bank, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.
7. Audit. The Public Body, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific program for the purpose of making audit, examination, excerpts, and transcriptions.
8. Equal Employment Opportunity. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
9. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement.

The Consultant agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this agreement.

10. Conflict of Interest Provision. The Consultant shall comply with the Conflict of Interest Provision as set forth in 24 CFR Part 570.611.

APPENDIX B

**Contract for Professional Services
New Construction**

Township of Glen Ridge Borough, New Jersey

Fair Share Program Administration

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of this ____ day of _____, 1989 between the Township of Glen Ridge Borough, Municipal Building, Glen Ridge, New Jersey 07028 (hereinafter referred to as the "Township"), and Planners Diversified, 382 Springfield Avenue, Summit, New Jersey 07901 (hereinafter referred to as the "Consultant").

WHEREAS, the Township desires to secure professional services relative to its implementation of a Fair Share Program in compliance with the Regulations of the New Jersey Council on Affordable Housing (COAH); and,

WHEREAS, the Consultant is qualified to provide such professional services to the Township; and

WHEREAS, the Consultant has heretofore contracted professional services to the Township in related matters.

WITNESSETH THAT: the Township agrees to engage the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth subject to the terms and conditions hereinafter described.

I. INTENT OF THIS CONTRACT

The intent of this contract is for the Township to retain the services of the Consultant to assist the Township in the implementation of a Fair Share Program pursuant to the regulatory requirements of the New Jersey Council on Affordable Housing (hereinafter referred to as COAH) as set forth in procedural rules at N.J.A.C. 5:92. The Consultant is to assist the Township in the effectuation of certain administrative procedures associated with the implementation of the Township's Fair Share Plan as approved by the COAH.

II. SCOPE OF SERVICES

The Consultant shall provide comprehensive services to implement the Fair Share Program in the Township. These services shall include the provision of administrative start-up, new housing qualification and applicant certification program services. The Consultant's services relative to administration of the Township's Fair Share Program shall provide for the following:

A. Administrative Start-Up

The Consultant shall provide administrative start-up services to the Township. These services shall be initiated at the specific direction of the Township at such time as the Township determines, in consultation with the Consultant, that active marketing of the program is appropriate. The administrative start-up services to be provided by the Consultant shall provide for:

1. Records and Personnel Coordination

The Consultant shall prepare record keeping systems to be maintained by the Township during the Fair Share Program implementation period.

2. Preliminary Marketing

The Consultant shall prepare documentation and attend meetings related to preliminary program marketing. This is expected to include:

- a. Preparation of an information bulletin to be available for meeting and handout purposes.
- b. Preparation of newspaper advertisements soliciting applicant interest and program inquiry.
- c. Provisions for local meetings to describe program opportunities to interested households.
- d. Provision to potentially eligible households of information describing the program's availability.
- e. Establishment of a program waiting list consistent with Township Ordinances and COAH Regulations.

3. Reporting Procedures

The Consultant shall develop reporting and record keeping procedures which will address the needs of the Township relative to:

- a. Control of program status and fiscal responsibilities;
- b. Program accomplishments and fund disbursements; and,
- c. COAH annual report requirements as set forth at N.J.A.C. 5:92-11.2(e).

B. New Housing Qualification and Applicant Certification

The Consultant shall provide services related to the qualification of new housing units and related program implementation elements of Fair Share Program housing units under the provisions of the COAH. These services shall include the following:

1. The Consultant shall provide services associated with the establishment of plans for the provision of affordable housing by private developers. These plans are to be consistent with all relevant aspects of the COAH Regulations. The Consultant's services in this regard are to include the following:

a. Provision of model affordability plan documents for the use of private developers. These model documents shall include:

- 1) Identification sales/lease amount based on current income standards, bedroom distribution requirements and housing cost factors.
- 2) Phasing of affordable units.
- 3) Resale/rental controls including title restrictions and contractual obligations.

b) Provision of services related to the review of private developers plans for the provision of affordable housing units. The review shall provide the Consultant's:

- 1) Findings regarding the plan's compliance with the Township's Ordinances.
- 2) Findings regarding the plan's compliance with the COAH Regulations.
- 3) Recommendation for approval, conditional approval or disapproval.

2. Affirmative Marketing

The Consultant shall implement the approved affirmative marketing program.

3. Household Certification Process

The Consultant shall provide services related to the certification of households as eligible low or moderate-income households as defined in Township Ordinances and COAH Regulations. These services shall include the following:

- a. Receipt of preapplications, pooling of the preapplications, selection of preapplicants to be processed in accordance with Township Ordinances and COAH Regulations, and notification of preapplicants of the determinations relative to their request for certification.
- b. Processing of selected preapplicants to secure third-party verification of household composition, income and other eligibility factors.
- c. Issue and monitor certificates of eligibility for households which complete the verification process.

4. Final Qualification Documentation

At such time as a certified household purchases or leases an affordable housing unit, final documentation relative to the controls on affordability for the subject unit will be required. This documentation will be reviewed for completeness and compliance under Township Ordinances and COAH Regulations, incorporated into the Township's affordable housing records and reported to COAH in accordance with State Regulations.

III. TIME OF PERFORMANCE

The services of the Consultant are to commence upon the Consultant's receipt of a notice to proceed. The notice to proceed is to be issued by the Township at such time as it wishes to proceed with implementation of its Fair Share Program. It is anticipated that the notice to proceed will be issued subsequent to the Township's receipt of formal COAH Substantive Certification, but in no event later than _____.

The Consultant shall provide the services set forth herein for a period of not less than twelve (12) months from the receipt of a proceed order. Subsequent to the initial twelve (12) month period, the provisions of this contract shall be extended for additional period(s) of twelve (12) months through the duration of the Fair Share Program period provided:

A. Performance

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

B. Extension Agreement

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

C. Compensation

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

IV. COMPENSATION AND METHOD OF PAYMENT

The Township shall pay the Consultant for the Consultant's services in accordance with the fee schedule set forth below. All monies payable to the Consultant are subject to receipt of a requisition for payment from the Consultant stating that he has performed the work under this contract in conformance with the contract and that he is entitled to receive the amounts requisitioned under the terms of the contract. Monies called for under such requisition are due and payable within 15 days of the date of said requisition.

A. Administrative Start-Up

The fee for the Consultant services as set forth in Article II. A. above shall be Five Thousand Dollars (\$5,000.00), payable upon completion of the required services.

B. New Housing Qualification and Applicant Certification

The fee for the Consultant services as set forth in Article II. B. shall be as follows:

1. Developer's Affordability Plans

For the provision of services related to the qualification of new housing units and related program implementation elements or Fair Share Program housing units, the Consultant shall be compensated in the amount of Fifty Dollars (\$50.00) for each affordable unit, but not less than One Thousand Dollars (\$1,000.00) per submission. Said compensation shall be payable upon completion of the required services.

2. Affirmative Marketing

The Consultant shall receive compensation in an amount equal to the actual out-of-pocket costs which may be incurred in the implementation of the marketing program. Payment shall be billed on a monthly basis in accordance with the schedule set forth in Paragraph IV. C.

3. Household Certification Process

For the provision of services related to the certification of households as eligible low or moderate-income households, the Consultant shall receive payment in accordance with the following schedule:

for each preapplication received	\$ 50.00
for processing each selected preapplicant	\$500.00
for issuing each certificate	\$100.00

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

4. Unit Qualification Documentation

For the provision of services relative to the final documentation, the Consultant shall be compensated in the amount of One Hundred Dollars (\$100.00) per unit processed. The Consultant's fee will be billed for such services, if any, provided during the month.

C. Other Advisory Services

For the provision of other advisory services, payments shall be made in accordance with the following schedule.

1. For the Services of the Consultant

	Through <u>12/31/89</u>	Through <u>6/30/90</u>
Principal	\$135/hour	\$145/hour
Associates.	\$ 95/hour	\$100/hour
Planners.	\$ 55/hour	\$ 60/hour
Program Directors	\$ 45/hour	\$ 50/hour
Housing Inspectors.	\$ 40/hour	\$ 45/hour
Secretarial	\$ 25/hour	\$ 25/hour

2. For Out-of-Pocket Expenses, Outside Professional Services, Materials, Reproduction Expenses, Etc.

Direct cost.

The Consultant shall keep accurate time sheets, records and accounts for work under this contract for which charges or remittance are authorized under Paragraph II. B. of this contract.

It is expressly understood and agreed that the compensation to be provided by the Township will be funded subject to the Township's Fair Share Plan receiving Substantive Certification in accordance with the Procedural Rules of the New Jersey Council on Affordable Housing. Accordingly, the Consultant's provision of services and the Township's compensation as set forth herein shall be subject to the availability of funds to implement such Certified Fair Share Plan. The total amount of compensation and the total number of households and units to be administered will be dependent upon the funds available, levels of developer and household participation and the project schedule included in the Fair Share Plan.

V. INSURANCE AND INDEMNITY

The Township and the Consultant do mutually agree as follows:

A. Consultant's Insurance

The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, and comprehensive general liability insurance coverage.

B. Township's Indemnification

It is mutually recognized that the Consultant is being retained by the Township as its personal consultant, and the Consultant is not expected to be directly liable including those who will be performing related services or those who will be the beneficiaries of such services. In consideration for this contract, the Township agrees to indemnify the Consultant for all expenses which the Consultant may incur as a result of litigation or other involvement by any other parties including time spent as witnesses, attorneys fees, judgments, arbitration awards and the like.

The Township shall be responsible for defending any lawsuits or similar involvement of the Consultant as a result of this contract, and to the extent that the Consultant may deem itself obligated to incur its own legal expenses because the Township does not undertake its defense or other expenses, or shall be held liable for any damage, the Township shall reimburse the Consultant for such costs. The foregoing indemnification shall not apply to a breach of the Consultant's warranty or gross negligence by the Consultant.

VI. GENERAL

Certain general contractual provisions are set forth in Exhibit A of this contract. Those provisions shall apply to this contract and Exhibit A is, by this reference, incorporated in its entirety as part of this contract.

VII. TOWNSHIP RESPONSIBILITIES

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

A. Office Space

The Township shall provide office space adequate to meet the program needs, including maintenance and insurance.

B. Equipment

The Township shall provide necessary office equipment, including desks, chairs, file cabinets, typewriters and similar items.

C. Services

The Township shall make provision for required services, including photocopy and telephone equipment usage and services.

D. Staff and Cooperation

The Township shall provide for overall cooperation of Township staff and officials, including administrative and inspection personnel.

VIII. GOVERNING LAWS

The validity and interpretation of this contract and each clause and part thereof shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township and the Consultant have executed this Agreement.

TOWNSHIP OF GLEN RIDGE BOROUGH

PLANNERS DIVERSIFIED

BY: _____
Mayor

BY: _____
Fred C. Michaeli, President
Professional Planner
New Jersey #348

DATE: _____

DATE: _____

ATTEST:

WITNESS:

Township Clerk

"EXHIBIT A"

GENERAL TERMS AND CONDITIONS

1. Extent of Agreement - This agreement represents the entire and integrated agreement between the Public Body and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Public Body and the Consultant.

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

Notwithstanding the above, the Consultant shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of Contract by the Consultant, and the Public Body may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Consultant is determined.

3. Limited Warranty by Consultant - The Consultant shall render services under this agreement in accordance with generally accepted professional practices. The Consultant shall not, however, be responsible for delays caused by employees and/or agents of the Public Body, nor shall the Consultant be responsible for acts or omissions of the Public Body's employees and/or agents, provided that the Consultant gives timely notice to the Public Body of any such events.

4. Damages - Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond the control of the other or the other's employees and agents.

5. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments.

6. Assignability. The Consultant shall not assign any interest in this Contract; and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body: provided, however, that claims for money due or to become due the Consultant from the Public Body under this Contract may be assigned to a bank, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.
7. Audit. The Public Body, or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific program for the purpose of making audit, examination, excerpts, and transcriptions.
8. Equal Employment Opportunity. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

APPENDIX C

Affirmative Marketing Plan

AFFIRMATIVE MARKETING PLAN FOR AFFORDABLE HOUSING PROGRAM
BY TOWNSHIP OF GLEN RIDGE BOROUGH, NEW JERSEY

The Fair Housing Act, which became law as Chapter 222, Laws of New Jersey, 1985, sets up an administrative procedure for determining municipal fair share (Mt. Laurel) housing allocations. The Township of Glen Ridge Borough Fair Share Housing Plan has been described in the Housing Plan Element portion of the Master Plan and is briefly described in the subsequent paragraphs.

Since Glen Ridge is located within a growth area, its Mt. Laurel II obligation includes indigenous need, reallocated present need and prospective need.

The Borough of Glen Ridge has a total housing obligation of 29 indigenous units and, after adjustments due to the lack of vacant, developable land, an inclusionary obligation of 25 units. The portion of the pre-credited need eligible for rehabilitation is equal to indigenous need minus spontaneous rehabilitation. As a result, the fair share plan consists of a program to rehabilitate 22 existing units of substandard housing over the next four years.

In order to address its indigenous need obligation, the Borough has submitted an application to the Neighborhood Preservation Balanced Housing Program within the New Jersey State Department of Community Affairs. The funding from the program will be utilized to rehabilitate five (5) substandard housing units per year. A minimum of \$10,000 per unit will be allocated for each unit to be rehabilitated. The rehabilitation program will be designed for units which are affordable to low and moderate-income households, of which at least 50 percent will be affordable to low-income households. Affordability controls will be incorporated into the rehabilitation program.

The firm of Planners Diversified of Summit will be retained by the Township of Glen Ridge Borough to administer the rehabilitation program. The Borough rehabilitation program will comply with all rules and regulations of the Balanced Housing Program as well as the administrative rules of the Council on Affordable Housing.

Program marketing is proposed to include the following:

1. Newspaper articles and announcements in local and regional papers indicating the availability of low and moderate-income housing units, including rehabilitation assistance.
2. Announcements with respect to the availability of applications for low and moderate-income units to be presented in the following newspapers:
 - o The Glen Ridge Paper
 - o The Star Ledger

The above newspapers service the Township of Glen Ridge Borough and cover the area within which potential residents for rehabilitated units may be expected to currently reside.

In addition, the announcements of housing and financing availability will be distributed to social service agencies servicing the Township of Glen Ridge Borough including; the Essex County Housing Agency, the Essex County Board of Chosen Freeholders and Freeholder Clerk, the Legal Services Corporation, the Manpower Offices, the Children's Shelter Committee, the Essex Community Care Association, the Essex County Welfare Board, the Essex County Planning Board, the local Welfare Director and the local Board of Health. Further, announcements of housing assistance developments will be distributed to local church groups. Finally, information with respect to rehabilitation assistance shall be prepared in a hand-out form and distributed on a door-to-door basis in those areas of the Borough where it would appear the dwellings are in need of repair and/or have been identified by the local building inspector as not meeting code standards.

With respect to new construction, the Township of Glen Ridge Borough, in conjunction with the appropriate developer of a project, will follow the same marketing plan as above. Unit availability will be advertised in area-wide newspapers. The availability of such units will be announced to the Essex County agencies as noted previously.

The priority of purchase of units as well as rehabilitation assistance is set forth in the Township of Glen Ridge Borough documents supporting the objectives of the Fair Housing Act of the State of New Jersey. It is the intent of the Township of Glen Ridge Borough to comply with N.J.A.C. 5.92-15-2.

Screening of applicants for rehabilitation as well as new construction units will be the responsibility of the Program Administrators (consultant) who will work in conjunction with local officials.

The marketing program described herein will commence at least 90 days before the issuance of financing availability or unit availability and shall continue until all low and moderate-income housing units are under contract for sale, lease or other financing.