

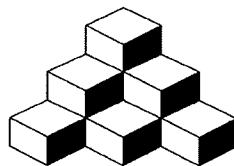
Proposal to Provide  
Affordable Housing  
Compliance Services  
submitted to the  
Borough of Chatham

by

**Piazza & Associates**  
Affordable Housing Services

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2022



## **BACKGROUND**

There are various low- and moderate- income, rental and sales homes in the Borough of Chatham (the "Borough") that have been developed to help the Borough satisfy its affordable housing obligation as defined by the New Jersey New Jersey Fair Housing Act ("NJFHA"), as regulated by N.J.A.C. 5:80-26.1 et seq., the uniform Housing Affordability Controls ("UHAC"), well as applicable state and local laws, rules, ordinances and regulations (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum rental rates, sales prices, the maximum income limits of the renters and buyers, and compliance to fair housing and marketing of the affordable units.

The Borough is seeking an experienced, qualified agency or entity to review and approve, on behalf of the Borough, the resale of the affordable homes, the income qualifications of the applicants and the fair housing marketing of the Owners. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, and has been providing such services in the Borough, proposes to review the sales prices, income qualifications and fair housing marketing and compliance plan in order to certify to the Borough that the restricted units are in compliance with the Regulations, thereby assuring the Borough that it will receive proper credit for the low- and moderate- income units towards its affordable housing obligation.

## **SCOPE OF SERVICES**

Specifically, Piazza & Associates will provide the following services under this proposal.

### **A) Preliminary Application Services**

1. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including a Preliminary Application for Affordable Housing, an Application for Affordable Housing, Employer Verification Form, Landlord Verification Form, Gift Verification Form and other such forms as may be required.
2. P&A will mail out Preliminary Applications and answer questions, via telephone and e-mail, as required.
3. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission.
4. P&A will provide to the Borough, the Owners and Managers a lists of available pre-qualified applicants by unit type as needed.
5. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of

prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.

6. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.

#### **B) Sales Units**

1. P&A will determine the maximum re-sales prices for the Owner - Seller and certify to the Borough that said price is in compliance to the Regulations;
2. P&A will coordinate a process to notify potential purchasers of an available unit and determine the priority order of interested parties;
3. P&A will determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations, and notify the Owner accordingly with a written certification;
4. P&A will communicate the status of the compliance plan to the Owner and the Borough on an ongoing basis, and be available to meet with representatives of both as reasonable and appropriate;
5. P&A will provide compliance reports to the Borough and regulatory agencies as necessary;
6. P&A will maintain accurate records of the status of all certification and recertification work on an ongoing basis; and
7. P&A will make all files, reports and other documentation readily available to the Borough or an independent auditor working on behalf of the Borough.

#### **C) Rental Units**

1. On an annual basis, P&A will assist the Manager in determining rental rates for the Affordable Units that are in compliance with the applicable Regulations and viable relative to local market conditions; and
2. Certify to the Borough that the rental rates for the Affordable Units are in compliance to the Regulations.
3. P&A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification form, signed by the applicant, together with a copy of the lease agreement.

4. P&A will communicate the status of the compliance plan to the Manager and the Borough on an ongoing basis, and be available to meet with representatives of both as reasonable and appropriate.
5. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.
6. P&A will maintain accurate records of the status of all certification work on an on-going basis; and
7. Make all files, reports and other documentation readily available to the Borough or an independent auditor working on behalf of the Borough.

#### **D) Fair Housing Marketing and Compliance Plan**

1. Review all marketing materials to ensure that all Equal Housing Opportunity logos and notices appear where and when appropriate; and
2. Review the marketing plan and process for adherence to Fair Housing rules and the Regulations.

### **TERMS AND CONDITIONS**

**A. Contract Administration:** All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Borough its designee.

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough.

**C. Implementation of Services:** P&A will begin the implementation of its services immediately upon the approval of the Borough and receipt of a signed engagement letter or contract with the Borough.

**D. Confidentiality:** All data provided by the Borough, the Owner and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Owner and/or the Borough shall be considered proprietary and may only be used by the Owner and/or Borough for its own affordable housing endeavors in the future.

**E. Insurance:** P&A shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

1. Workers Compensation Insurance coverage in the statutory amount.  
Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and

2. Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Consultant shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Consultant shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

**F. Files and Documentation:** P&A will look to the Owner to provide files, documents and notices necessary for it to implement its maintenance and compliance services.

**G. Certain Services Not Provided Herein:** Under this proposal, P&A shall not be responsible for:

1. The obligation of the Borough to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein for the units administered by P&A;
2. The implementation of a local or municipal preference, or any other program or activity that P&A determines, in its sole discretion, to be in conflict with any Federal or State fair housing law;
3. Any additional requirements set forth by any other regulatory agency or entity that represent a material change in the services necessary to comply with the Regulations;
4. All legal and real estate related services associated with the rental or sale and transfer of an affordable property, including, but not limited to compliance to Federal and State Fair Housing laws; and
5. Legal services required for certain enforcement actions set forth in the Regulations.

### TERM

The term of this Agreement shall be one (1) year, commencing on January 1, 2022. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 30 days written notice without cause and by P&A with 90 days written notice without cause.

### COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated \$200 per month to maintain waiting list, answer phone calls and distribute applications.

\$500 per certification for existing rental units when required.

\$1,000 per certification for existing sale units when required.

A fee proposal for new units will be submitted upon notice of a pending new development or the establishment of a new affordable unit in the Borough.

In addition to its fee, P&A shall be reimbursed for postage to applicants and any direct advertising done by Piazza & Associates which is not directly paid by the Owners or their agents. However, all management and compliance reports outlined above, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

In the event that the Borough and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.

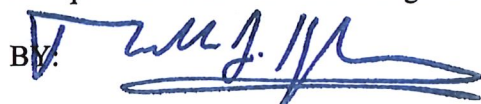
### ACCEPTANCE

Please signify your acceptance of this proposal by signing below.

Sincerely,

  
Frank Piazza

Accepted on behalf of the Borough of Chatham

By: 

Date: 9.13.22