



PRINCETON AFFORDABLE HOUSING

Princeton Municipal Building

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Princeton, NJ 08542

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MEMORANDUM

To: Mayor Lempert and Princeton Council

From: Anna Christy Peacock, Affordable Housing Coordinator/MHL

Date: May 5, 2014

Attached, please find a resolution for Mayor and Council action to authorize a Professional Services Agreement with PCH Development Corporation.

The former Princeton Borough's Affordable Housing Program has been administered by an outside agency for a number of years. In 2012, the former Borough hired PCH Development Corporation as an Administrative Agent. In 2013, Princeton rehired PCHDC to operate in Administrative Agent capacity in order to continue to handle former Borough rentals and sales.

In January 2014, the Princeton Housing Board voted to bring all resales in-house for administration by the Affordable Housing Coordinator. In addition, the Housing Board determined that all rentals would be administered by PCH Development Corporation.

Therefore, Princeton Housing Board is recommending to Mayor and Council that PCH Development Corporation continue in its role as Administrative Agent for those properties listed on the attached proposal, at a price not to exceed \$26,460.00, or \$2,205.00 per month, beginning January 1, 2014, and ending December 31, 2014.

As an aside, PCHDC has successfully moved its office to One Monument Drive. As a result, clients for the Princeton Affordable Program are now able to access both rentals and sales in the Monument Drive building. This has generated general client goodwill and a more effective and efficient provision of Princeton affordable housing, due to continuity of the Program and ease of client accessibility. In addition, on-going conversations between PCH staff, its Executive Director and municipal Coordinator have resulted in problem solving, increased Program consistency and cohesiveness, and more effective overall Program management.

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING A SERVICE AGREEMENT WITH
PCH DEVELOPMENT CORPORATION (PCHDC)**

WHEREAS, PRINCETON wishes to enter into an agreement with **PCH Development Corporation (PCHDC)**, a nonprofit corporation, (the "Provider"), for the performance by the Provider of professional services in connection with the marketing and qualification of tenants for affordable housing units; and

WHEREAS, the Local Public Contracts Law requires that the Resolution authorizing the award of contract for the services without competitive bidding be publicly advertised; and

WHEREAS, the services to be performed are services which are exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for the aforesaid services with **PCH Development Corporation (PCHDC)**

1. The contract so authorized shall require PCHDC to provide services and other related duties, as follows:

To serve as the Administrative Agent for Princeton and to administer and enforce affordability controls as provided in N.J.A.C. 5:80-26.14, for certain housing units as more fully set forth in the contract:

Under this contract, the Provider shall at all times act as an independent contractor and not as an employee of Princeton, and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

2. Princeton shall pay the Provider the following compensation:

An amount not to exceed Twenty Six Thousand Four Hundred Sixty Dollars (\$26,460.00), in twelve monthly payments of \$2,205.00 each, beginning January 2014, and ending December 31, 2014.

3. The form of contract shall include standard provisions common to professional service agreements entered into Princeton and shall be subject to approval by the Princeton Attorney.

4. This contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

5. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

6. An executed copy of the contract between Princeton and the Provider and a copy of this Resolution shall be on file and available for public inspection in the Office of the Princeton Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Liverman								
Mrs. Crumiller								
Mrs. Butler								
Mrs. Howard								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, Linda McDermott, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held _____.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of Princeton, this _____.</p> <p>_____</p> <p>Linda McDermott Princeton Clerk</p>								

PRINCETON
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made this _____, by **PCH Development Corporation (PCHDC)**, a non-profit corporation, located at Monument Hall, One Monument Drive, Princeton, New Jersey, (hereinafter referred to as "Provider"), and **Princeton, a municipal corporation in the County of Mercer and State of New Jersey** (hereinafter referred to as Princeton, 400 Witherspoon St, Princeton, NJ 08540.

WHEREAS, Princeton wishes to enter into an agreement with Provider for professional services in connection with certain activities being conducted by Princeton, as hereafter more particularly stated.

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

- I. **STATEMENT OF WORK:** The Provider shall use its best efforts to perform professional services and other related duties, as follows:

To serve as the Administrative Agent for Princeton and to administer and enforce affordability controls as provided in *N.J.A.C. 5:80-26.14*, for certain housing units as more fully described below:

Covered Units:

1. The Waxwood – Existing **non-COAH** project owned by the Hillier Corporation. This project is currently a rental project but will eventually be converted to a condominium. Upon conversion it is anticipated that the condo units will be sold. Currently there are three moderate-income rentals located in this project. The Borough pays a subsidy to buy the rent down from a moderate-income rental to a low-income rental for one of these units. Applicants must reside in the John Witherspoon Neighborhood in order to qualify for a unit. Administrative Agent functions include review and final random selection of tenants and/or owners, and monitoring of rental subsidy. The management company at the Waxwood is responsible for the processing of the applications.
2. Existing COAH Approved Housing Projects –
 - a. 253 Nassau Street (The Princewood) – containing one low-income rental unit. Jeffrey Albert owns the project (currently all rentals). Administrative agent functions consist of maintaining a list of certified applicants for future vacancies. The property is managed by Weinberg Management.
 - b. Witherspoon House (Phase I) – Existing rental apartment project containing two moderate-income rental apartments. Nassau HKT owns the project. Administrative functions include maintaining a pool of certified applicants for future vacancies. Property is managed by Callaway Henderson Sotheby's International Realty (Dianne Bleacher).
 - c. Witherspoon House (Phase II) – The project contains ten moderate-income affordable rental units. Administrative agent functions include the processing/certifying of

applications for future vacancies. Property is managed by Callaway Henderson Sotheby's International Realty (Dianne Bleacher).

- d. 100 Leigh Avenue – Contains five units (one very-low income one-bedroom, three low-income two-bedrooms and one low-income three-bedroom). Administrative agent functions will include processing/certifying of applications for future vacancies. PCH manages the property.
 - e. 41 Spring Street – Rental apartments include one moderate-income efficiency unit and a one-bedroom low-income rental. The project is owned by Anthony LaPlaca and managed by Weinberg Management. Administrative agent functions include maintaining a pool of qualified applicant for future rentals.
 - f. 291-293 Nassau Street – One moderate-income rental unit. Property is owned by Princeton International Properties. Administrative agent functions include maintaining a pool of qualified applicant for future rentals.
 - g. 198 Witherspoon Street – One low-income efficiency unit and one moderate-income one bedroom unit.
 - h. 246 John Street – One low-income two-bedroom rental.
 - i. Palmer Square – This project involves ten moderate-income rental units. It is anticipated that two more units will be leased in 2012.
 - j. 12-14 Vandeventer – Moderate-income efficiency unit.
3. Affordable Housing Board – Administrative Agent shall report to the Affordable Housing Board quarterly.
 4. Affordable Housing Budget – Administrative Agent shall assist in the compilation of a budget for the Princeton Administrator.

The scope of these services includes the following:

Affirmative Marketing Plan

PCHDC will ensure that the Administrative Marketing Plan prepared by Princeton and provided to **PCHDC** shall be implemented during the term of this Agreement.

Display and paid advertisement should not be necessary. However, should a unit owner or Princeton Borough wish to advertise, all display and paid advertisements will be at the sole expense and responsibility of the unit owner or Princeton. Copies of all advertising (tear sheets) will be supplied to **PCHDC** by unit owner or municipality; copies will include the date the advertisement appeared and in which publication.

PCHDC shall also market the units by Contract with the various churches, non-profit organizations, etc. set forth in the Affirmative Marketing Plan given to **PCHDC** by Princeton.

PCHDC will implement Princeton's Affirmative Marketing Plan as follows:

- (a.) **PCHDC** will advertise Princeton's affordable housing resale options utilizing the proper media resources and community information networks within the Mercer/Monmouth/Ocean county region as per the Non-Profit's Affirmative Marketing plan that was submitted to COAH/UNIFORM HOUSING AFFORDABILITY CONTROLS (copy to be provided to **PCHDC**).
- (b.) **PCHDC** will provide applications, brochures, signs, and/or flyers used as part of the marketing program portion of the Affirmative Marketing Plan, including specific employment centers within the region which are found at the following locations:
1. Princeton University
 2. University Medical Center of Plainsboro
 3. Educational Testing Service
 4. Princeton Theological Seminary
 5. U.S. Army Communications at Fort Monmouth
 6. Meridian Health Systems
 7. AT&T
 8. Six Flags Theme Parks, Inc.
 9. Saint Barnabus Health Care Systems
 10. Toms River Regional School System
 11. Bristol-Myers Squibb Company
- (c.) **PCHDC** will contact community organizations in the Mercer/Monmouth/Ocean Housing Region that will aid in the Affirmative Marketing Plan. These contacts will reach out to groups that are least likely to apply for the low and moderate income housing within the region and will include:
1. Princeton Housing Authority
 2. Human Services Princeton
 3. Suzanne Patterson Senior Citizen Center
 4. Mercer County Hispanic Association
 5. Urban League of Metropolitan Trenton
 6. Borough of Red Bank Housing Authority – (Monmouth)
 7. Habitat for Humanity – Long Branch – (Monmouth) and (Mercer)
 8. Interfaith Neighbors, Inc.
 9. Monmouth Housing Alliance
 10. Home for All- (Ocean)
 11. Brick Township Housing Authority – (Ocean)
 12. Dover Housing Authority – (Ocean)
 13. Ocean County Planning Dept.
 14. Princeton Community Housing, Inc.
- (d.) Flyers and applications shall be sent by **PCHDC** to the respective Board of Realtors in Mercer, Ocean and Monmouth Counties for publications in their journals and for circulation among their members.
- (e.) Applications shall be provided by mail or in-person by **PCHDC** representatives to prospective applicants at their request.

- (f.) Informational circulars and applications shall be sent by **PCHDC** to the Chief Administrator of Employees at each of the following agencies in Mercer, Monmouth and Ocean Counties.
1. Rental Assistance Office;
 2. Office on Aging; and
 3. Area Community Action Agency.

Affordable Housing Inquiries

PCHDC will be responsible for responding to inquiries as follows:

- (a.) **PCHDC** staff will provide information and answer inquiries regarding affordable rental housing in Princeton and any availability of units.
- (b.) **PCHDC** will provide COAH eligibility information and regional income guidelines to those inquiring about affordable rental housing units in Princeton.
- (c.) **PCHDC** will explain to a household, which appears "over income", their options.
- (d.) **PCHDC** will pre-screen applicants for eligibility in the low- and moderate-income housing program and provide those who appear to be eligible with appropriate application forms by mail or hand delivery.
- (e.) The data that was recorded on the intake form will then be entered into **PCHDC** general Housing Resource Center computerized database.

Processing of Applications & Certification of Affordable Housing Units

PCHDC will review all applications and documentation submitted for eligibility in Princeton's Low- and Moderate-Income Program and make a determination as to an applicant's eligibility for affordable housing as follows:

- (a.) Applications will be date stamped in the order they are received by **PCHDC**.
- (b.) Applications received by mail will be processed in date order that they are received. Applicants with appointments will be allowed to hand deliver the application and **PCHDC** employees will briefly review the documents/application for missing information or ask questions.
- (c.) All applications must be complete and include all required documentation in order to be fully processed. Any application with missing information or documentation will be returned to applicant with a written explanation of the deficiency. **PCHDC** will not hold, nor be responsible for, partial or incomplete applications. Required documentation that is missing will also be cause for all items to be returned to applicant and considered incomplete.
- (d.) As per substantive Uniform Housing Affordability Controls, every household member over 18 years of age who will live in the affordable unit shall be required to provide income documentation. Income includes but is not limited to: wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, AFDC, verified regular child support, disability, net income from business or

real estate, and income from assets such as savings, CD'S, money market, mutual funds, stocks and bonds and imputed income from non-income producing assets such as equity in real estate. Verification may include but is not limited to:

1. Four consecutive pay stubs including overtime, bonuses or tips dated within 120 days of the interview date or a letter from employer stating present annual income figures as projected annually;
 2. A copy of regular IRS Form 1040 (Tax Computation Form) 1040A, or 1040 EZ as applicable and state income tax returns, with W-2s, filed for each of the three years prior to the date of interview;
 3. A letter verifying benefits such as Social Security, Unemployment, Welfare, Disability or Pension Income (monthly or annually);
 4. A letter verifying any other sources of income claimed by the applicant such as alimony and child support;
 5. A letter verifying court ordered payments for alimony and child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
 6. Reports that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificates of deposits, stocks or bonds;
 7. Evidence or reports of income from assets such as real estate or businesses that are directly held by any Household Member;
 8. Evidence or reports that verify assets that do not earn regular income such as non-income producing real estate or savings that do not earn interest; and
 9. A notarized statement of explanation in such form as to be satisfactory to the reviewer.
 10. Income from assets having delayed earnings, such as IRA's or annuity programs shall not be included in current income until such payments are being received. However, these assets must be reported and verified.
 11. Court-ordered payments for alimony or child support to another household will be considered a regular monthly debt whether or not it is being paid regularly.
 12. Households will be placed in a random selection or referred to units where they have proven the ability to purchase the unit at the advertised price, if they have met all documentation criteria, and the household size matches the unit requirements of the unit that is available for resale. Households who have a written pre-approval of more than 3 times their gross income will be offered group housing counseling (pre-purchase).
 13. Applicants will need to provide a written "pre-approval letter" from a financial institution as part of the required documentation if they will need financing in order to purchase a resale unit. Households must prove they are "financially eligible" for a loan for the amount necessary to purchase a resale unit in their category.
 14. Households will also be required to produce documentation of household composition for determining the correct unit size and the applicable median income guide.
- (e.) **PCHDC** will create and then, when necessary, appropriately update and maintain Princeton's Affordable Housing Resale List according to COAH/UNIFORM HOUSING AFFORDABILITY CONTROLS for the period of this contract.
- (f.) When necessary, **PCHDC** will employ a random selection process to determine the priority rank of each applicant for the Princeton Low- and Moderate-income program.

- (g.) **PCHDC** will determine and notify all applicants who have submitted completed applications of their eligibility or non-eligibility for the Princeton Low- and Moderate-Income Program and their selection status.
- (h.) **PCHDC** will maintain all files of applicants and occupancy data for the Princeton Low- and Moderate-Income Program.
- (i.) All applicable monitoring information will be provided to the Princeton Municipal Housing Liaison by **PCHDC** within 30 days of receiving the COAH report format/request. This statistical and informational data will then be the responsibility of the Princeton Municipal Housing Liaison to utilize. Usually the information is used to prepare and submit the appropriate report(s) in an accurate and timely manner to NJ COAH.

Coordination and Accountability

- (a.) **PCHDC** will provide the Princeton Council, the housing officer or any other designated town officials with on-going information regarding the status of the Affordable Housing Program as they request information. If **PCHDC** encounters problems and cannot rectify the situation **PCHDC** will so inform Christy Peacock, Affordable Housing Coordinator.
- (b.) **PCHDC** will provide pre-purchase education, financial education, housing counseling and other services to assist occupants/and or potential occupants with their housing issues/goals.
- (c.) Any services requested by Princeton or their agent(s) not specified or covered in this agreement would need to be requested in writing. Any services **PCHDC** agrees to do that are not part of this contract will have to be agreed to in writing and if any financial compensation will be required it will be specified in the separate agreement.

Document Archives

PCHDC will deliver (in labeled banker boxes) all files with required documentation for all the developments with affordable housing units in Princeton for archive purposes at the end of this contract. These will be delivered on pre-arranged dates with Princeton. These records are to be kept in accordance with the Uniform Housing Affordability Controls and regulation in storage/archives.

II. EFFECTIVE DATE AND PAYMENT:

- (a.) The effective date of this agreement shall be January 1, 2014. Payment under this agreement shall not exceed Twenty-Six Thousand, Four Hundred Sixty Dollars (\$26,460.00) which amount shall be billed in monthly installments of \$2,205.00 dollars. An initial payment of the sum of \$2,205.00 dollars will be due at the time of execution of this agreement and the remainder will be billed monthly for 11 months thereafter. This contract shall terminate December 31, 2014. In addition, Provider will be reimbursed for display and paid advertisement which may be requested by Princeton.
- (b.) Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to Princeton of invoices in duplicate in the

form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to Princeton when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

III. TERMINATION

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton by giving thirty (30) days written notice to the Provider.

IV. NON-CONFLICTS OF INTEREST

The Provider represents that neither it nor its firm is now performing, and expressly agrees to refrain during the period of effectiveness of this Agreement, from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and Princeton, directly or indirectly. The Provider agrees to disclose in writing to Princeton any and all such conflicts of interest which may arise, giving full particulars.

V. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER

The Provider agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with Princeton and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of Princeton.

VI. CONFIDENTIALITY

The Provider agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Borough, which consent shall not unreasonably be refused, and to both require and furnish copies to the Borough of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

VII. COMPLIANCE WITH LAWS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer; recruitment or section of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

VIII. COMPLETE AGREEMENT

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

PCH Development Corporation

_____ By: _____
Edward Truscelli, Executive Director

PRINCETON

_____ By: _____
Linda McDermott, Clerk **Liz Lempert, Mayor**