

APPENDIX E

Team Campus Phase II, LLC

- 2018 Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) made this 9 day of October, 2018, by and between:

TOWNSHIP OF BORDENTOWN, a municipal corporation of the State of New Jersey, County of Burlington, having an address at One Municipal Drive, Bordentown, New Jersey 08505 (hereinafter the “**Township**”);

And

Team Campus Phase II, LLC, a New Jersey Limited Liability Company and The Point at Bordentown, LLC, a New Jersey Limited Liability Company, with an address at 9500 K Johnson Blvd. Bordentown, New Jersey 08505 (hereinafter collectively “**The Point**”);

Collectively, the Township and The Point shall be referred to as the “**Parties**.”

WHEREAS, in response to the New Jersey Supreme Court’s decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey (“Court”), entitled In the Matter of the Application of the Township of Bordentown, County of Burlington, Docket No. BUR-L-1620-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the “Compliance Action”); and

WHEREAS, Team Campus Phase II, LLC, is the owner of the vacant real property located on Route 130 and designated as Block 58, Lots 37 on the Tax Map of the Township of Bordentown (the “Property”); and

WHEREAS, Team Campus Phase II, LLC is about to transfer title of the Property to The Point at Bordentown, LLC, a related entity; and

WHEREAS, the Township entered a global settlement agreement with FSHC resolving its DJ Action (“FSHC Agreement”), which was approved by the Court in June of 2018.

WHEREAS, at or around the same time the Township, Team Campus Phase II, LLC and The Point discussed the possibility of senior affordable housing on the Property.

WHEREAS, the Township was willing to amend its Court-approved Settlement with FSHC to permit senior development on the site because the Township had not reached the 25% cap on senior affordable housing in its FSHC Agreement.

WHEREAS, the inducement on the part of the Township was based on a senior concept.

WHEREAS, as a result of the foregoing, the Parties now wish to enter into an agreement

to rezone the Property in order to permit the construction of a total of 92 units, of which 19 will be affordable and of which all 92 units will be age-restricted (the “Inclusionary Development”).

WHEREAS, to ensure that the Inclusionary Development contemplated by this Agreement generates affordable housing credits to be applied to the Township’s Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the COAH Prior Round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”), and all other applicable law, and said Inclusionary Development shall be deed restricted for a period of at least 30 years from the initial occupancy of the affordable units; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court’s approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

- i. “Inclusionary development” means a development containing low and moderate income units. This term includes, but is not necessarily limited to, new construction, the conversion of a nonresidential structure to a residential structure and the creation of new low and moderate income units through the gut rehabilitation of a vacant residential structure.
- ii. “Market rate units” means housing within an inclusionary development, not restricted to low and moderate income households, that may sell at any price determined by a willing seller and a willing buyer.
- iii. “Moderate income housing” means housing affordable according to Federal Department of Housing and Urban Development or the standards in this chapter for home ownership and rental costs, occupied or reserved for occupancy by households with a gross household income in excess of 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located, and which is subject to the Council affordability controls in this chapter.
- iv. “Low income housing” means housing affordable according to federal Department of Housing and Urban Development or the standards included in this chapter for home ownership and rental costs, and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located, and which is subject to affordability controls promulgated by the Council.

- v. “Multifamily unit” means a structure containing five or more dwelling units.
- vi. “Age-Restricted” or “Senior” Units means units that are deed-restricted to permit units to be occupied only by individuals fifty-five (55) years or older.

ARTICLE I –“AH AFFORDABLE HOUSING ZONE”

- 1.1 Purpose The purpose of this Agreement is to create a realistic opportunity for the construction of the Inclusionary Development, and to generate affordable housing credits for the Township to apply to its Gap (1999-2015) and Prospective Need –(2015-2025) affordable housing obligations. The Inclusionary Development shall be substantially consistent with the concept plan attached hereto and made a part hereof as **Exhibit A** and zoning standards attached hereto and made a part hereof as **Exhibit B** which have generally been reviewed and approved by the Township, the Township’s professionals, Special Master and Fair Share Housing Center. The Inclusionary Development shall be governed by an “AH Affordable Housing Zone 3” (the “AH 3 Zone”) that will be adopted as part of Township Zoning Ordinances in accord with the timeframes and standards set forth herein.
- 1.2 Standards The AH 3 Zone shall incorporate the following requirements:
 - 1.2.1 Density. The Property shall be developed with a density of up to 92 residential units, inclusive of an affordable housing component that is described in greater detail in Section 3.1 herein.
 - 1.2.2 Setbacks – The Inclusionary Project shall comply with the building setbacks set forth in the bulk chart attached as **Exhibit B**, which standards shall be adopted as part of an “AH 3” Zone that will be part of Township Zoning Ordinances.
 - 1.2.3 Amenities. The Point shall include various amenities in the Inclusionary Development designed to support the apartment and as illustrated on the drawings in Exhibit A.
 - 1.2.4 RSIS. The Parties agree that the Inclusionary Development shall be governed by the Residential Site Improvement Standards as to all matters covered by the RSIS.
 - 1.2.5 Architectural Design. The Point shall consult with Township representatives as to the floor plans and final architectural building elevations and shall submit its anticipated site plan application(s) for inclusionary Development in accordance with any design consensus thereby achieved. Nothing in this section shall give the Township or any of its representatives’ license to direct any particular design or layout for the Inclusionary Development.

ARTICLE II - BASIC TERMS AND CONDITIONS

- 2.1 In the event of any legal challenges to of this Agreement or the Zoning Approvals, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding

said defense. In addition, if any such challenge results in a modification of this Agreement or the Inclusionary Development, the Parties shall negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement.

2.2 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. The Township may continue to prosecute the Compliance Action however, such continued prosecution shall not affect this Agreement and the Inclusionary Development that is authorized herein.

2.3 Both Parties agree and acknowledge that this agreement is conditioned, entirely, on the Inclusionary Project being zoned for, constructed as and remaining age-restricted housing. Nothing in this Agreement shall be construed to permit or provide any rights to develop multifamily housing even in the event that the Senior Inclusionary Project becomes infeasible in the market.

ARTICLE III – THE POINT OBLIGATIONS

3.1 Affordable Housing Set-Aside. The Point shall have an obligation to deed-restrict 19 (19) of the residential units in the Inclusionary Development as very low, low and moderate income affordable units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws.

- 3.1.1 In addition, the affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy (“Deed-Restriction Period”) so that the Township may count the units against its obligations to provide senior rental affordable housing. This obligation includes, but is not limited to The Point’s obligation to comply with bedroom distribution requirements, income split, affirmative marketing requirements, candidate qualification and screening requirements, integrating the affordable units amongst the market rate units, and deed restriction requirements.
- 3.1.2 The distribution of the affordable housing units shall be in compliance with COAH’s Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master and the Court.
- 3.1.3 The Point shall contract with the Township’s affordable housing administrative agent (“Administrative Agent”) for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. The Point shall work with the Township and the Township’s Administrative Agent regarding any affordable housing monitoring requirements imposed by COAH or the Court.
- 3.1.4 The Parties agree that the affordability controls shall remain in place for a period of at least thirty (30) years from the date of the initial occupancy of

the affordable units. At the end of the Deed-Restriction Period, the Township shall cooperate with The Point to facilitate The Point's exercise of its right to terminate the deed restriction except that the Parties may mutually agree to extend controls.

3.1.5 The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Compliance Action, and that the credits will be applied against the Township's gap (1999-2015) and Prospective Need (2015-2025) obligations.

3.1.6 Upon written notice, The Point shall provide detailed information requested by the Township, or the Township's Administrative Agent, within 30 days concerning The Point's compliance with UHAC and other applicable laws.

3.2 Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan. As it pertains to the Township's Application for Approval of its Affordable Housing Plan, The Point shall not directly or indirectly oppose or undertake any further action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. The Point shall also not directly or indirectly oppose or undertake any further action to interfere with the Court's approval and/or implementation of the Affordable Housing Plan, as it may be amended in any form. The forbearances discussed above in this paragraph will remain in place, unless the Affordable Housing Plan deprives The Point of any rights created hereunder, or unless any other defendants or interested parties undertake any action to obstruct or impede The Point from securing such approvals as it needs to develop the Inclusionary Development on the Property.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation To Adopt Zoning Ordinance. The Township shall adopt the AH 3 Affordable Housing Zoning Ordinance consistent with this agreement and the Exhibits attached hereto within 120 days from the execution of this agreement. The AH 3 Ordinance shall be reasonably satisfactory to both the Township and The Point (or its successor and/or assigns). In connection with the above actions, the Township shall comply with all applicable procedural requirements set forth in the Municipal Land Use Law and the case law interpreting same, including, but not limited to, legal notice requirements. All of the time periods set forth in this Section 4.1 may be subject to extension of time, which shall be reasonably agreed upon by the Parties, if at no fault of either Party the required actions cannot be completed within the time periods established.

4.2 Obligation To Preserve The Zoning Ordinance. The AH 3 Ordinance shall not be amended or rescinded except upon the application of The Point or by Order of the Court during, at a minimum, the Township's Round 3 compliance period (2025). Any attempt to amend or rescind the AH 3 Ordinance, or to seek permission from the Court or any other entity to amend or rescind the AH 3 Ordinance, shall be upon express written notice to both the Township and The Point or its successor or assign in accordance with Article IX of this Agreement.

4.3 Obligation To Cooperate: The Township acknowledges that in order for The Point to construct its Inclusionary Development, The Point will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Burlington, the Burlington County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, Burlington Soil Conservation District and the like, including the Township's ordinance requirements as to site plan and subdivision approval (the "**Required Approvals**"). The Township agrees to use all reasonable efforts to assist The Point in its undertakings to obtain the Required Approvals.

4.4 Obligation to Refrain From Imposing Cost-Generative Requirements. The Township recognizes that the Required Approvals and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and The Point shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, in addition to what The Point has agreed to in this Agreement.

ARTICLE V – MUTUAL OBLIGATIONS

5.1 Escrow Agreement. Within thirty (30) days of the Effective Date (as this term is defined herein), the Township and The Point shall enter into an escrow agreement for the deposit of monies by The Point in escrow with the Township to be utilized to tender payment of reasonable fees for professional services, including legal, engineering, planning services and construction inspection, being provided in conjunction with the Required Approvals and the review and construction inspection of the Inclusionary Development and any off-site and off-tract improvements.

5.2 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

5.3 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Court, if necessary, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

5.4 Failure to Adopt AH Ordinance. If the Township fails to adopt the AH 3 Ordinance within the time frames set forth in Section 4.1, then, at the option of The Point, in its sole discretion and by prior written notice to the Township in accordance with Article IX of this Agreement, the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the Parties.

5.5 In the event that The Point decides that the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the

Parties, no Party shall be entitled to use evidence as to communications or negotiations in conjunction with this Settlement Agreement, to attempt to prejudice the other in any future proceedings.

5.6 Defense of Agreement. Each party exclusively shall be responsible for all costs that they may incur in obtaining Court approval of this Agreement, if necessary, and any appeal therefrom, or from obtaining the Required Approvals or the approval of the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

ARTICLE VI - AFFORDABLE HOUSING CREDITS

6.1 Upon written notice, The Point agrees to supply the Township and the Township's Administrative Agent, within 30 days, all documents within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units.

ARTICLE VII - COOPERATION AND COMPLIANCE

7.1 Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement, subject to prior written agreement between the Parties on payment by the requesting party of the requested party's direct costs and expenses in connection with such assistance. The Township's obligation to cooperate shall be further conditioned upon The Point paying and maintaining current real estate taxes.

ARTICLE IX - NOTICES

8.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO THE POINT AT BORDENTOWN, LLC:

The Point at Bordentown, LLC
9500 K Johnson Blvd.
Bordentown, NJ 08505
P: 609-298-0085

WITH COPIES TO:

David Silber, Esq.
9500 K Johnson Blvd.
Bordentown, NJ 08505

P: 609-298-0085
E: Dsilber@kjohnsonenterprises.com

TO TEAM CAMPUS PHASE II, LLC:

Team Campus Phase II, LLC
9500 K Johnson Blvd.
Bordentown, NJ 08505
P: 609-298-0085

WITH COPIES TO: David Silber, Esq.
9500 K Johnson Blvd.
Bordentown, NJ 08505
P: 609-298-0085
E: Dsilber@kjohnsonenterprises.com

TO THE TOWNSHIP OF BORDENTOWN:

Township of Bordentown
One Municipal Drive
Bordentown NJ 08505
Attn: Colleen Eckert, Clerk
PH:
Email: C.eckert@bordentowntp.org

WITH COPIES TO: **Jeffrey R. Surenian and Associates, LLC**
Attention: Michael Edwards, Esq.
707 Union Avenue, Suite 301
Brielle, NJ 08730
PH (732) 612-3100
Fax: (732) 612-3101
Email MJE@Surenian.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE X - MISCELLANEOUS

9.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

9.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

9.3 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

9.4 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.5 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

9.6 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.7 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

9.8 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Inclusionary Development provided in this Agreement, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Council, as appropriate, and in accordance with the procedures established by law, other than as the Township is bound by this Settlement Agreement as a contracting party and to cooperate with and further the Planning Board's actions in accordance with governing law. Similarly, nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude The Point from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL or taking any other action permitted by law.

9.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

9.10 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

9.11 Conflict Of Interest: No member, official or employee of the Township or the Planning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity. Any Township representative, member, official or employee that resides in the Borden's Crossing community within Bordentown Township shall have to recuse themselves from proceedings associated with this matter.

9.12 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

9.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.15 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement as defined in Article III, Article IV and Article V,, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

9.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

9.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Burlington County. Service of any complaint may be affected consistent with the

terms hereof for the delivery of “Notices,” hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.18 Conflicts. The Parties acknowledge that this Agreement cannot be modified by the Compliance Action or any amendments to the Township’s Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the Township’s Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control.

9.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

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EXHIBIT A

CONCEPT PLAN FOR INCLUSIONARY DEVELOPMENT

HIGHWAY COMMERCIAL ZONE (HC)	
MIN. LOT AREA (SQ. FT.)	10,000
MIN. FRONT SETBACK (FEET)	10
MIN. SIDE SETBACK (FEET)	5
MIN. REAR SETBACK (FEET)	5
MIN. BUILDING HEIGHT (FEET)	35
MIN. BUILDING FOOTPRINT (%)	10
MIN. OPEN SPACE (%)	10
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (RESIDENTIAL)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (OFFICE)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (RETAIL)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (INDUSTRIAL)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (MULTI-FAMILY RESIDENTIAL)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (HOTEL)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (RESTAURANT)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (ENTERTAINMENT)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (MIXED-USE)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (SPECIAL USE)	1.5
MIN. PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA (OTHER)	1.5

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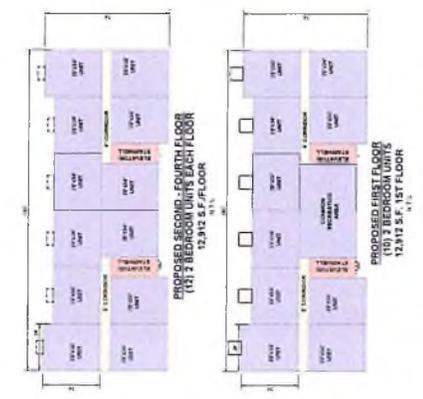
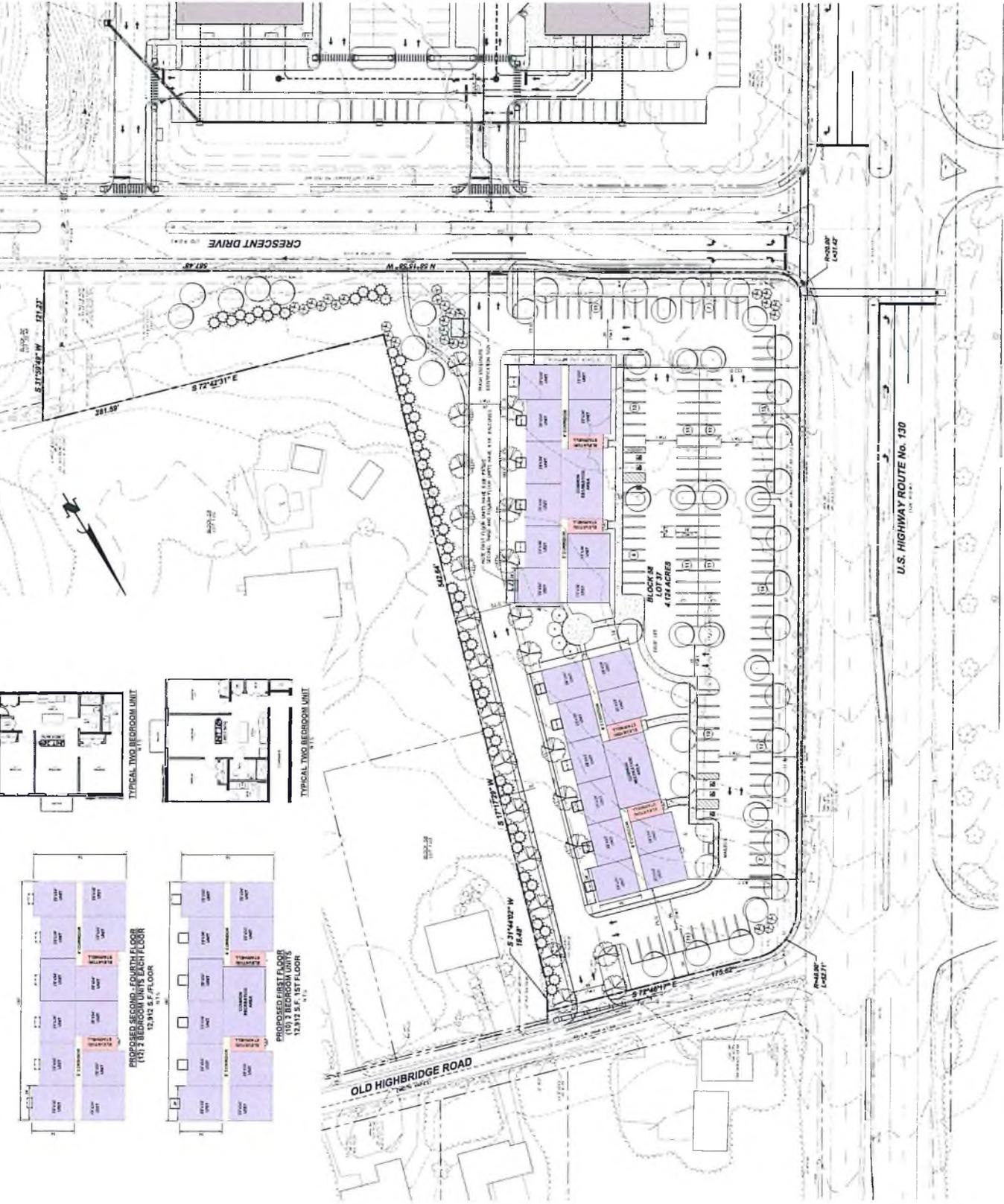
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TEAM CAMPUS - PHASE II
 BLOCK 08, LOT 37
 TOWNSHIP OF BURLINGTON, BURLINGTON COUNTY, NEW JERSEY
CONCEPTUAL PLAN
CONCEPT 2

DW Smith
 Greenengineering

1 of 1



1 of 1

EXHIBIT B
AH ZONING ORDINANCE STANDARDS

Minimum Front Yard	75 feet
Minimum Rear Yard	50 feet
Minimum Side Yard	N/A
Maximum Building Coverage	15%
Maximum Impervious Coverage	55%

E. Off-street parking

1. All units shall provide parking spaces in accordance with the standards established by the New Jersey Site Improvement Standards (RSIS) (N.J.S.A. 5:21-1 et seq.).
2. Surface parking areas shall be setback from all lot lines by a minimum of 20 feet.

F. Housing Density

1. 92 age-restricted units

G. Affordable Housing

1. 19 age-restricted rental units shall be set aside for very-low, low-, and moderate-income households.
2. The development of all affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq. or any successor legislation; COAH's Round regulations, the Fair Housing Act and all other relevant law, including, but not limited to, affirmative marketing requirements, bedroom and income distribution requirements, and deed-restriction requirements.
3. A minimum of 50% of all affordable units shall be affordable to very-low and low-income households. All other affordable units shall be affordable to moderate-income households.
4. A minimum of 13% of all affordable units will be affordable to very-low income households.
5. All aspects of the affordable housing component of the tract, including but not limited to monitoring, advertisement, eligibility, controls, and restrictions, shall be in conformance with the UHAC regulations and the court approved affordable housing ordinance.
6. In addition, the affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period")

H. Buffers

1. A minimum 20-foot deep landscape buffer along the any property lines adjacent to the single-family residential properties shall be provided.

2. The buffer area shall consist of opaque fencing (no less than five (5) feet in height) and/or landscaping.
3. Landscaping in buffer areas shall be comprised of evergreens and other vegetations that provide optimal year-round screening.
4. Evergreens plantings shall be a minimum of six (6) feet in height at the time of planting.
5. No buildings, signs, structures, storage of materials, roadways or parking shall be permitted within the buffer areas.

I. Signage

1. Signs shall be in accordance with Ordinance Section 25.514.

J. Landscaping

1. All landscaping shall be in accordance with Ordinance Section 25.506.

APPENDIX F

2018 Court Order approving Settlement Agreement between the
Township and FSHC

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

Brielle Galleria
707 Union Avenue, Suite 301
Brielle, New Jersey 08730
(732) 612-3100

Attorneys for Declaratory Plaintiff, the Township of Bordentown
By: Jeffrey R. Surenian (Attorney ID: 024231983)
Michael J. Edwards (Attorney ID: 032112012)

FILED with the Court

JUN 29 2018

Ronald E. Bookbinder, A.J.S.C.

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
BORDENTOWN, COUNTY OF
BURLINGTON**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY**

DOCKET NO.: BUR-L-1579-15

**Civil Case
(Mount Laurel II)**

**AMENDED
ORDER APPROVING SETTLEMENT
AGREEMENT BETWEEN TOWNSHIP
OF BORDENTOWN AND FAIR SHARE
HOUSING CENTER**

THIS MATTER having been opened to the Court by Jeffrey R. Surenian and Associates, LLC, Michael J. Edwards, Esq. appearing on behalf of declaratory plaintiff, Township of Bordentown (hereinafter "the Township" or "Bordentown") via Declaratory Judgment to approve the Township's Housing Element and Fair Share Plan (hereinafter "Fair Share Plan") in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township immunity from Mount Laurel lawsuits from the time of the filing of the Township's Declaratory Judgment action (hereinafter "DJ Action"); and the Court having appointed Mary Beth Lonergan, PP, AICP as the Special Mount Laurel Court Master (hereinafter the "Court Master"); and Fair Share Housing Center ("FSHC") having participated in the Township's DJ Action as an "interested party" and not as a formal Intervenor, and FSHC's expert, David Kinsey, Ph.D., P.P., F.A.I.C.P. ("Kinsey"), having issued expert report entitled,

"NEW JERSEY FAIR SHARE HOUSING OBLIGATIONS FOR 1999-2025 (THIRD ROUND) UNDER MOUNT LAUREL IV, dated May 2016, and Kinsey having presented a fair share methodology that generated a fair share for the Township consisting of a prior round obligation of 211, a rehab obligation of 11 and a Round 3 obligation of 623; and FSHC having proposed a reduction of approximately 32 percent of the Round 3 obligation generated by its expert's formula as an incentive to settle the case, and the Township having been amenable to proceeding in this fashion in lieu of litigating the appropriate fair share methodology; and the Township and FSHC having agreed upon a form of Settlement Agreement (Exhibit P-1 and together with all exhibits thereto, referred to hereinafter as the "FSHC Settlement Agreement"), which was executed by Kevin D. Walsh, Esq. on behalf of FSHC; and the Township Council having authorized the Mayor of Bordentown to execute the FSHC Settlement Agreement, which he subsequently did on June 26, 2017; and the Court having set a date of April 24, 2018 subsequently adjourned and ultimately rescheduled to June 18, 2018 for a Fairness Hearing to entertain approval of the settlement between FSHC and the Township, and to determine whether said settlement is fair, reasonable and adequately protects the interests of low and moderate-income households; and the Township having provided proper public and actual notice of the Fairness Hearing; and said notice having established a deadline for any member of the public to file written objections to the settlement; objections to the settlement having been received from Sage Builders, LLC independently and Stephen Eisdorfer, Esq. previously on behalf of Sage Builders (collectively Sage Builder Objections); and objections having been considered; and the Master having issued a Master's Report, dated April 13, 2018 (Exhibit P-10); and counsel for the Township having prepared an Affidavit of Public Notice, (Exhibit P-12) to document that proper notice of the Fairness Hearing had been given; and the Court Master having testified at the

Fairness Hearing recommending favorable action on the proposed settlement between FSIIC and the Township and on the means by which the Township will satisfy the agreed-upon fair share; and the Fairness Hearing having been held on June 18, 2018, during which Exhibits P-1 to P-16 were marked into evidence; and the Court having considered the testimonies of Mary Beth Lonergan, PP/AICP, which addressed the Sage Builder Objections and of the Township's Planner, Fred Heyer, PP/AICP, LEED-AP ND, CNUa, CUD and the Court having considered comments of counsel; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

IT IS HEREBY ORDERED ON THIS _____ day of _____ 2018, as follows:

1. The Court finds and determines pursuant to the judicial standards prescribed by the Appellate Division in East/West Venture v. Bor. Of Fort Lee, 289 N.J. Super. 311 (App. Div. 1996) and in Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), affd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and through analysis of the FSIIC Settlement Agreement (Exhibit P-1), and on the basis of the testimonies taken during the Fairness Hearing conducted on June 18, 2018, that the settlement between FSHC and the Township is fair, reasonable and adequately protects the interest of low and moderate-income households, and the Court hereby approves the FSHC Settlement Agreement which includes the Township's preliminary compliance mechanisms as (Exhibit P-1).

2. The Court finds that the Township's proposed affordable housing strategy as set forth within the FSHC Settlement Agreement is facially constitutionally compliant and provides

a fair and reasonable opportunity for the Township to meet its obligation under Mount Laurel IV, subject to the Township compliance with the conditions set forth hereinafter.

3. As a result of the settlement between the Township and FSHC, the Township's Rehabilitation Obligation is 11, the Township's Prior Round Obligation (1987-1999) is 211 and the Township's Gap + Prospective Need Obligation (1999-2025) is 425.

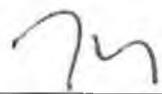
4. Within 120 days from the entry of this order, the Township shall undertake to: (a) address all plan preparation conditions outlined in the Special Master's April 13, 2018 Report; (b) prepare a Housing Element and Fair Share Plan, reflecting all of the terms and conditions of the FSHC Settlement Agreement (Exhibit P-1), along with any and all necessary supporting documents (including but not limited to the Spending Plan and implementing ordinances including zoning ordinances); (c) submit the Housing Element and Fair Share Plan, and any and all supporting documents to FSHC, the Court Master and interested parties for review and comment; (d) present the Housing Element and Fair Share Plan to the Township's Planning Board for adoption; (e) present the Housing Element and Fair Share Plan adopted by the Planning Board to the Township for its endorsement; (f) submit a duly adopted and endorsed Housing Element and Fair Share Plan, and all required supporting documents to the Court, the Court Master, FSHC, and interested parties with an application for a recommendation by the master and approval by the Court.

5. A Compliance Hearing is hereby scheduled for _____ at a time to be determined by the Court to consider approval of the Township's Housing Element and Fair Share Plan, and the issuance of a Judgment of Compliance and Repose, which will provide the Township and its Planning Board with immunity from Mount Laurel lawsuits through July 1, 2025.

6. The temporary immunity from Mount Laurel lawsuits that is currently in place for the Township and its Planning Board will remain in place until December 31, 2018.

7. Any modifications to the foregoing compliance mechanisms shall require an amendment to the FSHC Settlement Agreement and shall be subject to agreement by all parties.

8. Counsel for the Township shall provide all parties on the Service/Notice List with a copy of this Order within seven (7) days of receipt.



HON. RONALD BOOKBINDER, A.J.S.C.

EXHIBITS MARKED INTO EVIDENCE

- Exhibit P-1** Settlement Agreement between the Township of Bordentown and Fair Share Housing Center, dated June 26, 2017
- Exhibit P-2** MOU between the Township and Nissim
- Exhibit P-3** Concept plan for Nissim Redevelopment.
- Exhibit P-4** Settlement Agreement between Township and Zieger for the production of 36 affordable housing units dated October 2, 2017.
- Exhibit P-5** Township of Bordentown Ordinance 2017-29 creating affordable housing zoning for Zieger project
- Exhibit P-6** MOU between the Township and Volunteers of America for the production of 66 affordable units
- Exhibit P-7** MOU between the Township and Hillcrest for the production of 60 market-to-affordable units, dated September 2017
- Exhibit P-8** BWC concept plan for the production of 18 affordable units
- Exhibit P-9** Master's Report dated September 1, 2017

- Exhibit P-10** Master's Report dated April 13, 2018.
- Exhibit P-11** Econsult's Report dated March 28, 2018.
- Exhibit P-12** April 24, 2018 Notice Certification of Michael J. Edwards, Esq.
- Exhibit P-13** Township Ordinance 2018-2 appropriating monies for the acquisition of property
- Exhibit P-14** Ordinance 2018-8 authorizing the purchase of real property at property located at Block 92.01, Lots 18 and 18Q farm
- Exhibit P-15** Map of compliance techniques
- Exhibit P-16** Planner's Report dated February 16, 2018

APPENDIX G

KJohnson Enterprises Urban Renewal, LLC (KJUR

- 2019 Settlement Agreement between the Township and KJUR

RECEIVED
APR - 5 2019

**TOWNSHIP OF BORDENTOWN
OFFICE OF THE MUNICIPAL CLERK
1 MUNICIPAL DRIVE
BORDENTOWN, NJ 08505
609-298-2800, EXT. 8
FAX: 609-379-4026**

March 29, 2019

Mr. Mike Edwards
JEFFREY R. SURENIAN & ASSOC.
707 Union Avenue, Suite 301
Brielle, NJ 08730

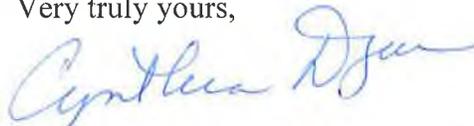
Dear Mr. Edwards:

Enclosed please find an original executed copy of the Affordable Housing Settlement Agreement with KJohnson Urban Renewal dated March 11, 2019.

I've also enclosed a certified copy of Resolution #2019-92 adopted at the March 11, 2019 Township Committee Meeting authorizing the Agreement.

If you should have any questions concerning this, please feel free to contact me at (609) 298-2800, Ext. 2104. Thank you.

Very truly yours,



Cynthia Dziura, RMC, CMR
Deputy Township Clerk

Enclosures

RESOLUTION #2019-92

AUTHORIZING AFFORDABLE HOUSING SETTLEMENT AGREEMENT WITH KJOHNSON URBAN RENEWAL, LLC

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Bordentown, County of Burlington, Docket No. BUR-L-1620-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

WHEREAS, KJohnson Urban Renewal LLC ("KJUR") is the owner of the vacant real property located on Route 130 and designated as Block 57 Lots 6 on the Tax Map of the Township of Bordentown (the "Property"); and

WHEREAS, the Township entered a global settlement agreement with Fair Share Housing Center resolving its Declaratory Judgment Action ("FSHC Agreement"), which was approved by the Court in June of 2018; and

WHEREAS, subsequently, KJUR expressed interest to develop the Property in a mixed used project, or up to 130 residential units, with a 20% set aside for family affordable rental units (the "Family Inclusionary Development" or "Inclusionary Development") and up to 9,000 square feet of non-residential space.

WHEREAS, the Township is willing to amend its Court-approved Settlement with FSHC to permit the Family Inclusionary Development; and

WHEREAS, as a result of the foregoing, the Parties now wish to enter into a Settlement Agreement to rezone the Property in order to permit the construction of up to 130 residential units in a mixed- use context, of which 20% (26 units, if full yield) will be affordable to low- and moderate-income families.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that the Mayor and Township Clerk are hereby authorized to execute the Settlement Agreement with KJohnson Urban Renewal, LLC in such form as prepared or approved by the Township's Affordable Housing Counsel.

CERTIFICATION

I, CYNTHIA DZIURA, RMC, CMR, Deputy Municipal Clerk of Bordentown Township, County of Burlington, State of New Jersey, do hereby certify the foregoing to be a true and accurate copy of the resolution adopted by the Township Committee of the Township of Bordentown, at their Regular meeting held on March 11, 2019 at the Municipal Complex.



CYNTHIA DZIURA, RMC, CMR, DEPUTY TWP. CLERK

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") made this 11th day of MARCH, 2019, by and between:

TOWNSHIP OF BORDENTOWN, a municipal corporation of the State of New Jersey, County of Burlington, having an address at One Municipal Drive, Bordentown, New Jersey 08505 (hereinafter the "**Township**");

And

KJohnson Urban Renewal, LLC, a New Jersey limited liability company, with an address at 9500 K Johnson Blvd. Bordentown, New Jersey 08505 (hereinafter collectively "**KJUR**");

Collectively, the Township and KJUR shall be referred to as the "**Parties**."

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Bordentown, County of Burlington, Docket No. BUR-L-1620-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

WHEREAS, KJUR is the owner of the vacant real property located on Route 130 and designated as Block 57 Lots 6 on the Tax Map of the Township of Bordentown (the "Property"); and

WHEREAS, the Township entered a global settlement agreement with FSHC resolving its DJ Action ("FSHC Agreement"), which was approved by the Court in June of 2018.

WHEREAS, subsequently, KJUR expressed interest to develop the Property in a mixed used project, or up to 130 residential units, with a 20% set aside for family affordable rental units (the "Family Inclusionary Development" or "Inclusionary Development") and up to 9,000 Sq. Ft. of Non-Residential Space.

WHEREAS, the Township is willing to amend its Court-approved Settlement with FSHC to permit the Family Inclusionary Development.

WHEREAS, as a result of the foregoing, the Parties now wish to enter into an agreement to rezone the Property in order to permit the construction of up to 130 residential units in a mixed use context, of which 20% (26 units if full yield) will be affordable to low- and moderate-income families.

WHEREAS, to ensure that the Family Inclusionary Development contemplated by this Agreement generates affordable housing credits to be applied to the Township's Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the COAH Prior Round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and all other applicable law, and said Inclusionary Development shall be deed restricted for a period of at least 30 years from the initial occupancy of the affordable units; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

- i. "Inclusionary Development" means a development containing low- and moderate-income units. This term includes, but is not necessarily limited to, new construction, the conversion of a nonresidential structure to a residential structure and the creation of new low and moderate income units through the gut rehabilitation of a vacant residential structure.
- ii. "Market rate units" means housing within an inclusionary development, not restricted to low and moderate income households, that may sell at any price determined by a willing seller and a willing buyer.
- iii. "Moderate income housing" means housing affordable according to Federal Department of Housing and Urban Development or the standards in this chapter for home ownership and rental costs, occupied or reserved for occupancy by households with a gross household income in excess of 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located, and which is subject to the Council affordability controls in this chapter.
- iv. "Low income housing" means housing affordable according to federal Department of Housing and Urban Development or the standards included in this chapter for home ownership and rental costs, and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located, and which is subject to affordability controls promulgated by the Council.

- v. “Multifamily unit” means a structure containing five or more dwelling units.

ARTICLE I –“INCLUSIONARY ZONE”

- 1.1 Purpose** The purpose of this Agreement is to create a realistic opportunity for the construction of the Inclusionary Development, and to generate affordable housing credits for the Township to apply to its Gap (1999-2015) and Prospective Need –(2015-2025) affordable housing obligations. The Inclusionary Development shall be reasonably consistent with the concept plan attached hereto and made a part hereof as **Exhibit A** and zoning standards attached hereto and made a part hereof as **Exhibit B**, which have generally been reviewed and approved by the Township and the Township’s professionals. The Inclusionary Development, shall be governed as part of the Amended Redevelopment Plan for Agway (Growmark)/Yates Redevelopment Area (the “KJUR Redevelopment Plan”).
- 1.2 Standards** The KJUR Redevelopment Plan shall incorporate the standards required in Exhibits A and B to this agreement, including, but not limited to the following:
- 1.2.1 Residential Development-** The Property shall be developed with a up to 130 residential units, inclusive of an affordable housing component that is described in greater detail in Section 3.1 herein.
- 1.2.2 Non-Residential Development.** The Property may be developed with up to 9,000 Sq. Ft. of Non-Residential Space.
- 1.2.3 Bulk Standards –** The Inclusionary Project shall reasonably comply with the bulk standards set forth in the bulk chart attached as **Exhibit B**, which standards shall be adopted as part of the KJUR Redevelopment Plan.
- 1.2.4 Amenities.** The Project shall include various amenities in the Inclusionary Development designed to support the apartments and as illustrated on the drawings in Exhibit A.
- 1.2.5 RSIS** The Parties agree that the Inclusionary Development shall be governed by the Residential Site Improvement Standards as to all matters covered by the RSIS.
- 1.2.6 Architectural Design.** The Project shall consult with Township representatives as to the floor plans and final architectural building elevations. Nothing in this section shall give the Township or any of its representatives license to direct any particular design or layout for the Inclusionary Development.

ARTICLE II - BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to this Agreement or the Zoning Approvals, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this

Agreement or the Inclusionary Development, the Parties shall negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement.

2.2 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. The Township may continue to prosecute the Compliance Action however, such continued prosecution shall not affect this Agreement and the Inclusionary Development that is authorized herein.

ARTICLE III – KJUR OBLIGATIONS

3.1 Affordable Housing Set-Aside. KJUR shall have an obligation to deed-restrict up to twenty-two (22) of the residential units in the Inclusionary Development as very low, low and moderate-income affordable units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws.

- 3.1.1 In addition, the affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy (“Deed-Restriction Period”) so that the Township may count the units against its obligations to provide affordable housing. This obligation includes, but is not limited to KJUR’s obligation to comply with bedroom and income distribution requirements, including the FHA’s 13% very low income requirement, affirmative marketing requirements, candidate qualification and screening requirements, integrating the affordable units amongst the market rate units, and deed restriction requirements. At least 50% of the affordable units shall be reserved for low income households. To demonstrate the intent of this provision, if 26 units are affordable, no more than 13 shall be moderate and at least 13 shall be low-income units and 4 of the 13 low-income units shall be very low income units. Thus, assuming full yield there would be 13 moderate units, 9 low income units and 4 very low income units.
- 3.1.2 The distribution of the affordable housing units shall be in compliance with COAH’s Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master and the Court.
- 3.1.3 KJUR shall contract with the Township’s affordable housing administrative agent (“Administrative Agent”) for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. KJUR shall work with the Township and the Township’s Administrative Agent regarding any affordable housing monitoring requirements imposed by COAH or the Court.

- 3.1.4 The Parties agree that the affordability controls shall remain in place for a period of at least thirty (30) years from the date of the initial occupancy of the affordable units. At the end of the Deed-Restriction Period, the Township shall cooperate with KJUR to facilitate KJUR's exercise of its right to terminate the deed restriction except that the Parties may mutually agree to extend controls.
- 3.1.5 The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Compliance Action, and that the credits will be applied against the Township's gap (1999-2015) and Prospective Need (2015-2025) obligations.
- 3.1.6 Upon written notice, KJUR shall provide detailed information requested by the Township, or the Township's Administrative Agent, within 30 days concerning The Project's compliance with UHAC and other applicable laws.

3.2 Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan. As it pertains to the Township's Application for Approval of its Affordable Housing Plan, KJUR shall not directly or indirectly oppose or undertake any further action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. KJUR shall also not directly or indirectly oppose or undertake any further action to interfere with the Court's approval and/or implementation of the Affordable Housing Plan, as it may be amended in any form. The forbearances discussed above in this paragraph will remain in place, unless the Affordable Housing Plan deprives KJUR of any rights created hereunder, or unless any other defendants or interested parties undertake any action to obstruct or impede KJUR from securing such approvals as it needs to develop the Inclusionary Development on the Property.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation To Amend And Adopt The KJUR Redevelopment Plan. The Township shall adopt an Amended Redevelopment Plan to allow for the Project in a manner consistent with this Agreement and the Exhibits attached hereto within 150 days from the execution of this agreement. The Amended Redevelopment Plan shall be reasonably satisfactory to both the Township and KJUR (or its successor and/or assigns). In connection with the above actions, the Township shall comply with all applicable procedural requirements set forth in the Municipal Land Use Law, the Local Housing and Redevelopment Law (LRHL) and the case law interpreting same, including, but not limited to, legal notice requirements. All of the time periods set forth in this Section 4.1 may be subject to extension of time, which shall be reasonably agreed upon by the Parties, if at no fault of either Party the required actions cannot be completed within the time periods established.

4.2 Obligation To Preserve The Zoning. The Affordable Housing Zoning created in the Redevelopment Plan shall not be amended or rescinded except upon the application of

KJUR or by Order of the Court during, at a minimum, the Township's Round 3 compliance period (2025). Any attempt to amend or rescind the Affordable Housing Zoning created in the Redevelopment Plan, or to seek permission from the Court or any other entity to amend or rescind the Affordable Housing Zoning created in the Redevelopment Plan, shall be upon express written notice to both the Township and KJUR or its successor or assign in accordance with Article IX of this Agreement.

4.3 Obligation To Cooperate: The Township acknowledges that in order for KJUR to construct its Inclusionary Development, KJUR will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Burlington, the Burlington County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, Burlington Soil Conservation District and the like, including the Township's ordinance requirements as to site plan and subdivision approval (the "**Required Approvals**"). The Township agrees to use all reasonable efforts to assist KJUR in its undertakings to obtain the Required Approvals, though the parties acknowledge that the plan is ultimately subject to planning board approvals.

4.4 Obligation to Refrain From Imposing Cost-Generative Requirements. The Township recognizes that the Required Approvals and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and KJUR shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, in addition to what KJUR has agreed to in this Agreement.

ARTICLE V – MUTUAL OBLIGATIONS

5.1 Escrow Agreement. Within thirty (30) days of the Effective Date (as this term is defined herein), the Township and KJUR shall enter into an escrow agreement for the deposit of monies by KJUR in escrow with the Township to be utilized to tender payment of reasonable fees for professional services, including legal, engineering, planning services and construction inspection, being provided in conjunction with the Required Approvals and the review and construction inspection of the Inclusionary Development and any off-site and off-tract improvements.

5.2 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

5.3 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Court, if necessary, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

5.4 Failure to Amend the Redevelopment Plan. If the Township fails to amend the Redevelopment Plan within the time frames set forth in Section 4.1, then the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the Parties.

5.5 Defense of Agreement. Each party exclusively shall be responsible for all costs that they may incur in obtaining Court approval of this Agreement, if necessary, and any appeal therefrom, or from obtaining the Required Approvals or the approval of the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

ARTICLE VI - AFFORDABLE HOUSING CREDITS

6.1 Upon written notice, KJUR agrees to supply the Township and the Township's Administrative Agent, within 30 days, all documents within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units.

ARTICLE VII - COOPERATION AND COMPLIANCE

7.1 Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement, subject to prior written agreement between the Parties on payment by the requesting party of the requested party's direct costs and expenses in connection with such assistance. The Township's obligation to cooperate shall be further conditioned upon KJUR paying and maintaining current real estate taxes.

ARTICLE IX - NOTICES

8.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO KJOHNSON URBAN RENEWAL, LLC:

KJohnson Urban Renewal, LLC
9500 K Johnson Blvd.
Bordentown, NJ 08505
P: 609-298-0085

WITH COPIES TO: David Silber, Esq.

9500 K Johnson Blvd.
Bordentown, NJ 08505
P: 609-298-0085
E: Dsilber@kjohnsonenterprises.com

TO THE TOWNSHIP OF BORDENTOWN:

Township of Bordentown
One Municipal Drive
Bordentown NJ 08505
Attn: Cindy Dziura, Deputy Clerk
P: (609) 298-2800 x 2104
Email: c.dziura@bordentowntwp.org

WITH COPIES TO: **Jeffrey R. Surenian and Associates, LLC**
Attention: Michael Edwards, Esq.
707 Union Avenue, Suite 301
Brielle, NJ 08730
P: (732) 612-3100
Fax: (732) 612-3101
Email MJE@Surenian.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE X - MISCELLANEOUS

9.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

9.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

9.3 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

9.4 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.5 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

9.6 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.7 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

9.8 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Inclusionary Development provided in this Agreement, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Council, as appropriate, and in accordance with the procedures established by law, other than as the Township is bound by this Settlement Agreement as a contracting party and to cooperate with and further the Planning Board's actions in accordance with governing law. Similarly, nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude KJUR from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL or taking any other action permitted by law.

9.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

9.10 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

9.11 Conflict Of Interest: No member, official or employee of the Township or the Planning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

9.12 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

9.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.15 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement as defined in Article III, Article IV and Article V,, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

9.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

9.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Burlington County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.18 Conflicts. The Parties acknowledge that this Agreement cannot be modified by the Compliance Action or any amendments to the Township's Affordable Housing Plan, Land Use and Development Ordinances and Redevelopment Plan and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the Township's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control.

9.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Dated: 3-21-19

Witness/Attest:



Name: David P. Silber
Title: General Counsel

Dated: 3-21-19

K JOHNSON URBAN RENEWAL, LLC

By: _____

Name: Kevin Johnson

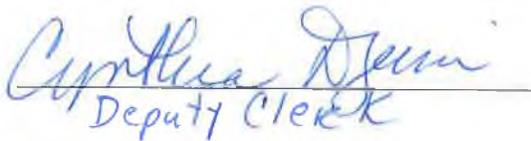
Title: Member



Witness/Attest:

TOWNSHIP OF BORDENTOWN

By:
as its MAYOR


Deputy Clerk

Dated: 3-18-19

By: _____
Stephen Benowitz, Mayor



EXHIBIT A

CONCEPT PLAN FOR INCLUSIONARY DEVELOPMENT

EXHIBIT B

AH ZONING ORDINANCE STANDARDS

APPENDIX H

Rehabilitation Documentation

- Documentation of 5 rehabilitated units
- HOME Developer's Guide
- CDBG Program Brochure

**OWNER OCCUPIED PROPERTIES
REHABILITATED IN BORDENTOWN TOWNSHIP
01/01/90 THROUGH 05/31/11 (Present)**

ADDRESS	DATE COMPLETED	TYPE OF LOAN	# OF PERSONS	HUD INCOME LIMIT	COST OF WORK/LOAN AMOUNT
831 Bordentown Road	03/25/94	Amortized	2	\$26,800 Low	\$7,852
33 Highbridge Road	09/25/02	5-yr. Forgivable	1	\$27,050 Very Low	\$9,824
47 Charles-Bossert Drive	09/25/02	5-yr. Forgivable	2	\$38,450 Low	\$14,976
2 Hunt Road	12/17/02	5-yr. Forgivable	1	\$22,150 Very Low	\$20,000
135 Philmont Avenue	02/26/03	Deferred	2	\$25,300 Very Low	\$10,900
845 East Drive	04/07/03	5-yr. Forgivable	1	\$33,650 Low	\$20,000
8 Bonnie Lane	2003	5-yr. Forgivable	2	Unk	\$20,000
147 Grover Avenue	2003	5-yr. Forgivable	2	Unk	\$20,000
47 Charles Bossert Drive	1/24/2007	Grant	2	\$29,548.79 low	\$4,200
★ 950 Farnsworth Avenue	9/14/2010	Grant	1	\$17,876.19	\$4,745

Low Income = 80% of Median
Very Low Income = 50% of Median

July 2019 Housing Element and Fair Share Plan

Addresses that have been rehabbed since

April 1, 2010: 950 Farnsworth Ave - 9/14/2010 (date complete)

135 Philimont Ave - 1/2/2014 (date recorded)

5230 Rt 130 - 9/3/2010 (date recorded)

102A Bordentown Crosswicks Rd - 8/2/2010 (date recorded)

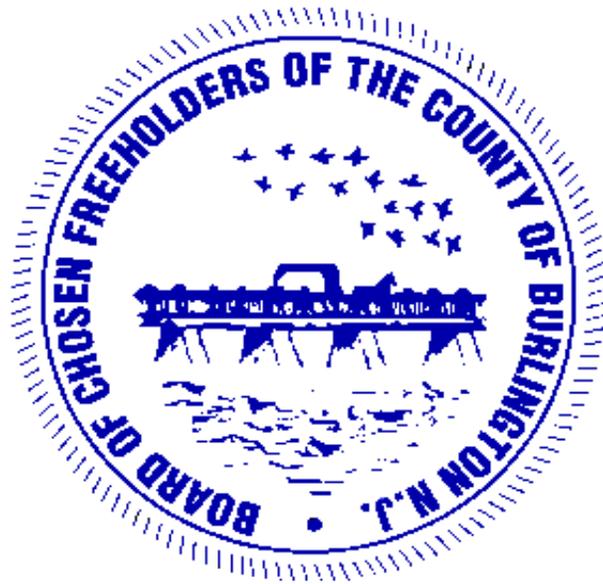
309 Ward Ave - 10/6/2015 (date recorded)

PAID OFF

Address	Parcel ID	Area	Value	Rate	Assessment	Due Date	Status
100 Elizabeth Street	04320	149	\$1,450.00	0%	\$0.00	5/01/1978	50.00 Paid Off
100 Elizabeth Street	04320	549	\$5,450.00	0%	\$0.00	5/01/1978	50.00 Paid Off
100 Elizabeth Street	04320	549	\$5,450.00	0%	\$0.00	5/01/1978	50.00 Paid Off
135 South Avenue	04320	638	\$1,000.00	0%	\$0.00	5/01/1978	50.00 Paid Off
68 Mary Street	04320	130	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
78 Mary Street	04320	131	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
100 Mary Street	04320	132	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
200 Lakeside Avenue	04320	133	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
22 West Street	04320	134	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
407 Carpenter Street	04320	135	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
21 Cedar Avenue	04320	136	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
239 Oliver Street	04320	137	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
1047, Box 133A	04320	138	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
358 Oliver Street	04320	139	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
200 Lakeside Street	04320	140	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
200, 212, 102 #1	04320	141	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
200, 212, 102 #2	04320	142	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
305 Main Street	04320	143	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
831 Berdwyne Road	04320	144	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
2202 B. 130	04320	145	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
135 Philford Avenue	04320	146	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
4 Blanton Avenue	04320	147	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
8 Blanton Avenue	04320	148	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
47 Charles Bryant Road	04320	149	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off
147 Oliver Avenue	04320	150	\$2,863.00	0%	\$0.00	5/01/1978	50.00 Paid Off

HOME INVESTMENT PARTNERSHIPS PROGRAM

DEVELOPER'S GUIDE



**BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS**

**BURLINGTON COUNTY DEPARTMENT OF
HUMAN SERVICES,
COMMUNITY DEVELOPMENT AND HOUSING**

**BURLINGTON COUNTY'S "HOME" PROGRAM
(HOME INVESTMENT PARTNERSHIPS PROGRAM)
DEVELOPER'S GUIDE**

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- PART I. GENERAL INFORMATION AND PROGRAM OVERVIEW
- PART II. HOME LOAN APPLICATION AND PRO FORMA WORKSHEET INSTRUCTIONS
- PART III. HOME LOAN APPLICATION PROCESS INFORMATION
- PART IV. DEFINITION OF COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)
- PART V. GROUP HOME AND SINGLE-ROOM OCCUPANCY UNIT INFORMATION
- PART VI. DOCUMENTATION FOR SUBMISSION WITH HOME LOAN APPLICATION AND PRO FORMA WORKSHEETS

BURLINGTON COUNTY'S "HOME" PROGRAM (HOME INVESTMENT PARTNERSHIPS PROGRAM) DEVELOPER'S GUIDE

PART I. GENERAL INFORMATION AND PROGRAM OVERVIEW

INTRODUCTION

The purpose of this Guide is to introduce Burlington County's "HOME" Program in a quick reference format. The format is primarily designed to assist affordable housing developers and sponsors in assessing the appropriateness of applying for HOME funds. Only the program's principal features are described here and HOME loan applicants are advised to become acquainted with detailed requirements of the HOME program as set forth in the Regulations at 24 CFR Parts 91 and 92, new HOME Final Rule published July 24, 2013 with an effective date of August 23, 2013.

HOME Program Purpose

The purpose of the Burlington County HOME Program is to:

- Expand the supply of affordable, decent, safe and sanitary housing for very low and low-income residents;
- Preserve and improve the existing residential areas through rehabilitation of existing housing;
- Strengthen public-private partnerships to further affordable housing development;
- Promote the development of Community Housing Development Organizations (CHDOs) and their role as affordable housing developers and sponsors.
- Provide gap financing that will make housing development feasible with costs affordable to low-income residents.

APPROPRIATION PLAN

Funding Availability

Burlington County HOME funds are available for rehabilitation of existing residential properties, conversion of buildings to residential use or new construction in accordance with HOME Program guidelines.

Organizations Eligible to Apply

Public or private entities who are housing developers, sponsors or owners and that have project management control capacity are eligible to apply for HOME funds. Refer to the "Selection Criteria and Priorities" section in Part I. for additional information. Examples of eligible entities include:

- Community Housing Development Organizations (CHDO's) - see Part IV. for CHDO definition
- Not-for-profit organizations
- Housing authorities
- Municipalities
- For-profit organizations

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Timing Requirements

1. All funds, including CHDO set-aside HOME funds, for a given program year must be committed (executed HOME Loan Agreement between the County and the housing developer) for specific housing projects within two (2) years or twenty-four (24) months of receipt of the County's allotment (e.g. 2015 Program Year funds must be committed by July 1, 2017). If this deadline is not met, HUD can reduce or recapture the uncommitted HOME funds. [HOME statute and 2013 HOME Final Rule 24 CFR Part 92.500(d)(1)(i)]
2. All funds, except CHDO set-aside HOME funds, from a given program year must be expended within four (4) years of receipt of the County's allotment (e.g. 2015 Program Year funds must be expended by July 1, 2019). [24 CFR Part 92.205(e)(2)]
3. CHDO set-aside HOME funds must be expended within five (5) years of County's fund allocation. [24 CFR Part 92.500(d)(i) and (iii)]
4. HOME projects must be completed within four (4) years of commitment (executed HOME Loan Agreement). If this deadline is not met, all HOME funds drawn will need to be repaid. [24 CFR Part 92.205(e)(2) and Part 92.2]
5. Construction work must commence within twelve (12) months of executed HOME Loan Agreement and a partial withdrawal of project HOME funds must occur or the project commitment will be cancelled and the HOME funds repaid to HUD. These regulations apply to both new construction (with or without acquisition) and rehabilitation projects. For projects requiring property or housing acquisition, title transfer must occur within six (6) months of acquisition. [24 CFR Part 92.503(b)(2) and (3) and Part 92.2]
6. Construction work must be completed within eighteen (18) months from the date of execution of a HOME Loan Agreement.
7. **Rental Projects** – Lease up of all HOME-assisted units must be completed within six (6) months of "project completion" (24 CFR Part 92.252) (refer to definition of "Project Completion" below).

Note: Lease up time frame should be noted in the Project's Development Schedule and Marketing Plan. If HOME-assisted units are not leased within six (6) months of project completion, Burlington County must notify HUD regarding current marketing efforts. If units are not leased within eighteen (18) months of project completion, HUD will require that Burlington County repay HOME funds for the unoccupied/vacant units. [24 CFR Part 92.252]

Definition: "Project Completion" (24 CFR Part 92.2):

Project completion occurs when construction work has been performed, certificate of occupancy has been issued, title transfer has occurred, final drawdown of HOME funds has been disbursed for the project, project completion and beneficiary (tenant) information for all HOME-assisted units has been entered into the disbursement and information system established by HUD.

8. **HOME Ownership Projects** – 2013 HOME Final Rule states that a qualified/eligible homebuyer must have a ratified sales contract within nine (9) months of construction completion. If the deadline is not met, the project must be either converted into a HOME

BURLINGTON COUNTY'S "HOME" PROGRAM (HOME INVESTMENT PARTNERSHIPS PROGRAM) DEVELOPER'S GUIDE

rental unit or repayment of the full HOME investment is made to HUD. [24 CFR Part 92.254(a)(3)]

9. **FOR ALL HOME Projects** - A ten percent (10%) HOLD back of project HOME funds will be held by the County until all tenant/home buyer information is provided to the County by completion of the County's report form (Exhibit D) and submitted to the County for tenant/home buyer approval.
10. The County must enter all project completion information into the disbursement and information system established by HUD within one-hundred twenty (120) days of the final project drawdown/disbursement for all activity types. [24 CFR Part 92.502(d)]

HOME ACTIVITIES

Eligible Activities

HOME funds may be used for rehabilitation, conversion of non-residential buildings to residential, reconstruction and new construction of non-luxury housing.

Eligible Uses of Improved Properties

1. Rental of units to low-income families or individuals.
2. Sale to low-income homebuyers.

Eligible Project Costs (24 CFR Part 92.206)

Burlington County HOME funds may pay for the following costs in association with an eligible activity:

Development Hard Costs

Actual cost of constructing or rehabilitating housing.

Rehabilitation

1. Correction of substandard conditions (most importantly health and safety deficiencies);
2. Essential improvements including energy related improvements/repairs;
3. Accessibility improvements to permit use by persons with special needs;
4. Lead-based paint hazard abatement;
5. Repair or replacement of major housing systems in danger of failure.

New Construction

6. Actual costs of construction to meet state and municipal codes, ordinances, zoning requirements, HUD requirements and the Federal Model Energy Code.

Rehabilitation and New Construction

7. Acquisition of real property;

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8. Demolition of existing structures;
9. Site improvements in keeping with surrounding, standard properties;
10. Utility connections, including off-site connections.

Acquisition Costs

Costs of acquiring improved or unimproved real property, including acquisition by homebuyers.

Related Soft Costs

Other reasonable and necessary costs incurred by the owner associated with financing and/or development of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These costs **may** include:

1. Pre-development and/or development costs for architectural, engineering or related professional services to prepare plans, drawings, specifications or work write-ups;
2. Costs to process and settle financing: origination fees, credit reports, fees for title evidence, recordation and filing of legal documents, building permits, attorneys fees, appraisal fees, cost estimates, builders or developers fees;
3. Project audit costs;
4. Affirmative marketing and fair housing information services to prospective tenants and homebuyers;
5. Relocation expenses for displaced persons, families, businesses or organizations, where assistance is required by program regulations or determined appropriate by program administrators. County may only reimburse these expenses if incurred up to twenty-four (24) months prior to County's commitment of HOME funds (executed HOME Loan Agreement).
6. Cost of funding initial operating deficit reserve to cover project operating expenses, scheduled payments to replacement reserve and debt service shortfalls for a period not to exceed 18 months;
7. Impact fees for both new construction and rehabilitation projects;
8. Environmental review costs and release of funds directly related to project per 24 CFR Part 58;
9. Training for first-time home buyers if the individuals become the owners of one of the projects' HOME-assisted units.

Community Housing Development Organization (CHDO) Costs

Eligible and allowable costs of project-specific assistance are set forth in 24 CFR Part 92.301(a)(2). These costs **may** include:

- Project feasibility (initial feasibility study);
- Consulting fees;
- Preliminary financial application costs;
- Legal fees;
- Architectural and engineering fees;
- Development team engagement;
- Property acquisition option;
- Site control;
- Title clearance.

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Ineligible Project Costs (not reimbursable with HOME Funds) in accordance with HUD Regulations at 24 CFR Part 92 and/or Burlington County policy

1. HOME funds will not be used to refinance existing debt in any manner or form or to create capital by transferring properties between related or interrelated organizations or corporate affiliates;
2. HOME funds will not be used for Tenant Based Rental Assistance (TBRA) activities;
3. Costs will not be reimbursed if found to be excessive or unnecessary to the creation of decent, safe, sanitary and affordable housing units;
4. HOME funds will not be used for activities that do not result in the creation of new affordable housing opportunities;
5. HOME funds will not be used for any other activities prohibited by Federal Regulations at 24 CFR Part 92.

Burlington County may establish more stringent criteria than required by HUD in order to reflect the County's priorities.

Program Benefit/Income Targeting

All HOME funds must benefit low-income households at or below eighty percent (80%) of the area median income as published by HUD.

Not less than ninety percent (90%) of the units in rental projects must benefit low-income households at or below sixty percent (60%) of the area median income as published by HUD.

In rental projects with five (5) or more units, at least twenty percent (20%) of the units must be occupied by very low-income households at or below fifty percent (50%) of the area median income as published by HUD. These units are Low HOME rent units. [24 CFR Part 92.252(b)]

The remaining HOME-assisted units in each rental project may be occupied by low-income families at or below eighty percent (80%) of area median income as published by HUD. These are High HOME rent units.

The annual gross income of the household in each rental unit must be certified as eligible prior to occupancy and recertified annually. In accordance with HOME program regulations, 24 CFR Part 92.203(b)(1), Burlington County defines "annual income" as provided for under the Section 8 Housing Assistance Payments programs in 24 CFR Part 5, for Burlington County. The annual gross household income of homebuyers must be certified as eligible within the requirements set forth in 24 CFR Part 92.203 for Burlington County at the time they are purchasing the unit. Income limits are established by the United States Department of Housing and Urban Development (HUD) for Burlington County and published annually. The current income limit guidelines are located on the County's website under Human Services → Community Development and Housing → HOME Investment Partnerships Program.

Affordability

All HOME-assisted units must qualify as affordable housing and remain affordable for a specified period. Affordability will be assured by a deed restriction and annual monitoring. To qualify as affordable, units must meet the guidelines for RENTAL HOUSING or HOME OWNERSHIP HOUSING PROJECTS as outlined below.

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Accessibility

To the greatest extent possible, all units must be accessible for persons with mobility impairments. Those not fully accessible must be designed to be easily adaptable. To the greatest extent possible, those units not able to be made fully accessible or easily adaptable must be at least visit-able by persons with mobility impairments. Please refer to 24 CFR Part 92.251(a)(2)(i) for additional information regarding new construction projects and 24 CFR Part 92.251(b)(1)(iv) for rehabilitation projects.

RENTAL HOUSING PROJECTS

Rent Limits

HOME-assisted rental units must be occupied by low-income households (at or below 80% of the area median income) and must have rents that do not exceed High HOME rent limits. In projects where there are five (5) or more units, however, at least twenty percent (20%) of the units must be occupied by very low-income families **[at or below fifty percent (50%) of the area median income] at rents that do not exceed Low HOME rent limits.** HUD will provide High and Low HOME rent limits charts annually for Burlington County. HUD's HOME rent limits include both rent and utility allowance so any utility allowance paid by the tenant should be subtracted from the HUD rent limit so the tenant's rent payment can be determined. The current High and Low HOME rent limits and monthly utility allowances are available on Burlington County's website under Human Services → Community Development and Housing → HOME Investment Partnerships Program.

Periods of Affordability

The minimum period of affordability for rehabilitation, acquisition of existing rental housing or homeownership assistance is determined by the amount of HOME funds invested per unit. New construction or acquisition of newly constructed housing carries a minimum affordability period of 20 years. [24 CFR Part 92.252(e) and Part 92.254(a)(4)] **The length of the affordability period is negotiated at the time of loan commitment.*

Rental Housing Activity	Minimum Period of Affordability
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5 years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: \$15,000 - \$40,000	10 years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Over \$40,000 or rehabilitation involving refinancing	15 years
New construction or acquisition of newly constructed housing	20 years

Useful Life of Major Systems

A Capital Needs Assessment is required for rehabilitation projects with twenty-six (26) or more total units per HUD's regulations [24 CFR Part 92.251(b)(ii) and (ix)]. Burlington County's policy requires a Capital Needs Assessment for **all** projects including new construction as well as rehabilitation projects. For rental housing, if the remaining useful life of one or more major system is less than the affordability period, adequate replacement reserves must be established to repair or replace systems as needed. (24 CFR Part 92.251(b)(1)(ii).

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Rents

The County must review rents charged to tenants residing in HOME-assisted housing units for compliance and approve/deny the rents annually. (24 CFR Part 92.252 (f)(2).

HOMEOWNERSHIP HOUSING PROJECTS

Purchase Price

The purchase price of a homebuyer unit is considered affordable when the monthly cost (principal, interest, taxes and insurance) does not exceed thirty-eight percent (38%) of the household's gross monthly income at the time of purchase. For the First-Time Homebuyer Program, a unit is considered affordable when the homebuyer can obtain a fixed-rate, conventional, FHA or RDA mortgage with reasonable terms and conditions at an interest rate of not more than one-percent (1%) above the published weekly average for the State of New Jersey.

Properties developed for purchase must:

1. Have an estimated appraisal value after improvement that does not exceed the **HOME Homeownership Value Limits** established by HUD for Burlington County. [24 CFR Part 92.254(a)(2)(iii)] [The current HOME Homeownership Value Limits are located on the County's website under Human Services → Community Development and Housing → HOME Investment Partnerships Program → *Appendix D*]; and
2. Have an initial purchase price that is affordable and does not exceed the *lesser* of the HOME Homeownership Value Limit or the total project cost (minus project specific grants, if any); and
3. Be initially sold to a family who:
 - a) Qualifies as low income at the time of purchase; and
 - b) Will use the property as its principal residence.
4. A ratified sales contract with an eligible homebuyer must be in place within nine (9) months of construction or rehabilitation completion. If not, the project must be converted to rental housing and rented to an eligible tenant. [24 CFR Part 92.254(a)(3)]
5. Rehabilitated homeownership housing projects require that each of the major systems have a remaining useful life of at least five (5) years upon project completion. [24 CFR Part 254(b)(1)(ii)]
6. Remain affordable for a minimum period determined by the amount of HOME fund Investment per unit based on the following chart:

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Homeownership Assistance Housing Activity	Minimum Period of Affordability
Homeownership assistance per unit amount of HOME funds: Under \$15,000	5 years
Homeownership assistance per unit amount of HOME funds: \$15,000 - \$40,000	10 years
Homeownership assistance per unit amount of HOME funds: Over \$40,000 or rehabilitation involving refinancing	15 years

**The length of the affordability period is negotiated at the time of loan commitment.*

7. Subsequent Purchases:

- a) Requirements regarding subsequent purchases (resale provisions) are listed at 24 CFR Part 92.254(a)(5)(i) for all properties in which direct homebuyer assistance has not been provided through either the County's First-Time Homebuyer Program or by lowering the purchase price from Fair Market Value to an affordable price.
- b) Requirements regarding subsequent purchases (recapture provisions) are listed at 24 CFR Part 92.254(a)(5)(ii) for all properties in which direct homebuyer assistance has been provided through either the County's First-Time Homebuyer Program or by a discounted purchase price from Fair Market Value to an affordable price.

BURLINGTON COUNTY'S RECAPTURE/RESALE POLICY

Recapture

Recapture provisions established by Burlington County follow guidance provided by HUD recapture requirements at 24 CFR Part 92.254(a)(5)(ii). The HOME recapture provisions permit the original homebuyer to sell the HOME-assisted property to any willing buyer during the affordability period while enabling the County to recapture all of the HOME-assistance/subsidy directly provided to the original homebuyer. Direct homebuyer subsidy includes down payment and closing cost assistance as well as any assistance that reduced the purchase price from Fair Market Value to an affordable price. The following provisions will be enforced for all HOME-assisted homebuyer units:

1. *First-Time Homebuyer Program* – Burlington County's First-Time Homebuyer Program provides both closing costs (up to \$4,000) and down payment assistance (up to \$5,000). The recapture provision is enforced for the total loan amount during the affordability period and is reflected in recorded documents. Once the affordability period has been satisfied, the closing cost assistance is forgiven. The total amount of the down payment assistance remains subject to the recapture provision upon sale of the home.
2. *HOME Developer Program* – Developer HOME-assisted units that are sold to a qualified homebuyer are subject to enforcement of the recapture provision when the original homebuyer receives either a subsidy created by a discounted sales price from the Fair Market Value and/or direct down payment assistance and/or closing cost assistance as offered through Burlington County's First-Time Homebuyer Program.

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The homebuyer shall sign a recorded deed restriction and/or any other documents required by the County's legal counsel to ensure he/she understands the obligations and responsibilities upon sale of the HOME-assisted property. The affordability period is included in the deed restriction and the length of affordability is determined by the type of housing activity and the HOME assistance per unit. Under recapture, there is no requirement that the HOME-assisted homebuyer sell the unit to another low-income homebuyer.

Upon sale of the property prior to satisfying the affordability period, the Recapture provision will be enforced as follows:

- a. Owner investment returned first recapture. When the homeowner's mortgage lien has priority over the County's HOME loan lien, proceeds of the sale would pay the lien in full and any documented capital improvements and original down payment would be paid to the homeowner.
- b. The HOME loan will be repaid based on the remaining net proceeds from the sale of the home. The amount recaptured cannot exceed the net proceeds. If there are no remaining net proceeds, the HOME loan will not be repaid to the County. The HOME loan will then be forgiven.
- c. Upon receipt of the recaptured HOME funds, if any, the affordability restrictions are lifted and HOME program requirements are no longer applicable.
- d. Excess funds from the sale of the home will remain with the homeowner.
- e. If the HOME-assisted unit is subject to foreclosure and no net proceeds from the sale of the property result, HOME program guidelines are met.
- f. Upon satisfaction of the affordability period, the HOME loan may then be forgiven and the affordability deed restriction is released and any other recorded documents are discharged. The owner of the property is then eligible to sell the property at a Fair Market price.

Resale

The Resale option established by Burlington County follows guidance provided by HUD resale regulations at 24 CFR Part 92.254(a)(5)(i) and is enforced under the following circumstance:

1. Developer HOME-assisted units to be sold to a qualified homebuyer are subject to enforcement of resale provisions when the qualified homebuyer has not received any direct HOME subsidy.

If HOME assistance was only used to develop the unit, and the unit is sold at Fair Market Value, the resale provision(s) must be used.

The Resale provision ensures that the HOME-assisted property remains affordable for the entire affordability period which is enforced by an affordability deed restriction. Should the current homeowner desire to sell the property during the affordability period, the resale provision states:

- (a) The property must be sold as a principal residence to another low-income qualified homebuyer approved by the County. The County's approval of a new homebuyer

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ensures that the property remains affordable to income-qualified buyers for the entire affordability period.

In addition the following Resale provisions apply:

- (b) The original homebuyer receives fair return on investment.
- (c) The property is sold at an affordable price for qualified low-income buyers.

At the end of the affordability period, and at the request of the homeowner, the HOME loan may be forgiven and the affordability deed restriction will be released and any other recorded documents will be discharged. Prior to forgiving the HOME loan and releasing/discharging the recorded documents, and in accordance with the provisions of the HOME Loan Agreement, the Burlington County Board of Chosen Freeholders may elect to enforce an additional affordability period in order to maintain the property in Burlington County's affordable housing inventory.

The Recapture and Resale provisions pertain to the homebuyer of the HOME-assisted property only. The County's legal counsel will prepare documents for execution by the homebuyer at the time of the sale/purchase of the HOME-assisted property. The developer will be responsible for providing the County with documentation regarding the qualified new homebuyer for County approval, prior to execution of final sale of a HOME-assisted property.

The following Resale provisions will be enforced for all HOME-assisted rental units:

1. Rental properties assisted with HOME funds must remain affordable for the entire length of the affordability period. This provision is enforced with a deed restriction placed on the property. If the property is sold prior to satisfying the affordability period, the affordability restriction remains.
2. At the end of the affordability period, and at the request of the property owner, the HOME loan may be forgiven and the affordability deed restriction will be released and any other recorded documents will be discharged. Prior to forgiving the HOME loan and releasing/discharging any of the recorded documents, and in accordance with the provisions of the HOME Loan Agreement, the Burlington County Board of Chosen Freeholders may elect to enforce an additional affordability period in order to maintain the property in Burlington County's affordable housing inventory.

HOME INVESTMENT

Form of Loan Assistance

RENTAL HOUSING – *Not-for-Profit Organizations*

Investment of HOME funds will be in the form of a secured, zero-percent (0%) interest loan with repayment deferred during the required affordability period. The County reserves the right to forego repayment at the end of the affordability period. It is the borrowers' responsibility to provide a written request to the County to forego repayment at the end of the affordability period.

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RENTAL HOUSING – For-profit Organizations

Investment of HOME funds will be in the form of a secured loan. Simple interest in the amount of one-percent (1%) of the principal amount of the loan shall be forwarded to the County on an annual basis. No periodic payments will be required on the principal amount. At the end of the affordability period, the principal of the loan shall become due and payable in full.

The County reserves the right to forego repayment of the loan at the end of the affordability period. It is the borrowers' responsibility to provide a written request to the County to forego repayment of the loan.

HOMEOWNERSHIP HOUSING (Not-For-Profit or For-Profit Organizations)

A deed restriction will be placed on any HOME-assisted property to enforce continued affordability for the required period.

Maximum HOME Investment

The amount of HOME funds invested in a project may not exceed the *lesser* of:

- a) The amount of HOME funds, in combination with other Federal assistance, determined to be necessary to provide affordable housing; or
- b) The maximum per-unit subsidy investment established by HUD for Burlington County [24 CFR Part 92.250(a)]. Current information is available on Burlington County's website under Human Services → Community Development and Housing → HOME Investment Partnerships Program → *Appendix E* HOME Maximum Per-Unit Subsidy Limits.

Minimum HOME Investment

The minimum HOME investment in a rental housing or homeownership project is \$1,000 multiplied by the number of HOME-assisted units in the project. [24 CFR Part 92.205(c)]

PROPERTY REQUIREMENTS

Property Standards

Before occupancy, housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances in existence at the time of project completion. [24 CFR Part 92.251]

The housing must meet the accessibility requirements in the regulations referenced in 24 CFR Part 5.105(a) and Part 8 which implement the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. Newly constructed housing must meet the current editions of the Model Energy Code published by the Council of American Building Officials.

In addition, projects receiving HOME funding are subject to lead-based paint hazard reduction regulations promulgated pursuant to sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and appearing within title 24 of the Code of Federal Regulations as part 35 (24 CFR Part 35).

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Property Location

Until June 30, 2018, HOME-funded projects will not be located in North Hanover Township. As of July 1, 2018, HOME-funded projects may be located in any Burlington County municipality.

The project may be located on one site or on several scattered sites.

OTHER FEDERAL RULES

The following subjects are of importance in assessing possible use of HOME funds. HOME and HUD regulation references have been provided for more complete information.

Religious Organizations [24 CFR Part 92.257]

Additional HUD program information is available at 24 CFR Part 5.109 and Part 92.257.

- a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Neither the federal government nor a state or local government receiving funds under HOME programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- b. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- c. A religious organization that participates in the HOME program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOME-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- d. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. HOME funds may not be used for the acquisition, construction or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible

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for HOME-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (24 CFR Parts 84 and 85).

- f. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

Equal Opportunity and Fair Housing [24 CFR Part 92.350]/Affirmative Marketing [24 CFR Part 92.351]

All funded applicants will be required to have approved written minority outreach and affirmative marketing plans.

Burlington County's HOME Investment Partnerships Program for Affordable Housing Developers has adopted the New Jersey Council on Affordable Housing's (COAH) guidelines for affirmatively marketing affordable housing units in rental and homebuyer projects with **five (5) or more** HOME-assisted housing units:

Uniform Housing Affordability Controls [N.J.A.C. 5:80-26.1 et seq.]

Originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713.

Affirmative Marketing [N.J.A.C. 5:80-26.15 and 24 CFR Part 92.351]

Listed below is information that is primarily focused on the affirmative marketing plan. Refer to the regulation for complete information regarding the affirmative marketing process.

N.J.A.C. 5:80-26.15:

(e) The affirmative marketing plan shall provide the following information:

1. The name and address of the project;
2. The number of units, including the number of sales and/or rental units;
3. The price of sales and/or rental units;
4. The name of the sales agent and/or rental manager.
5. A description of the random selection method that will be used to select occupants of affordable housing.
6. Disclosure of required application fees.

(f) The affirmative marketing plan shall describe the media to be used in advertising and publicizing the availability of housing. In developing the plan, the administrative agent shall consider the use of language translations. The plan shall include the following:

1. The names of specific newspapers of general circulation within the housing region;
2. The names of specific radio and television stations broadcasting throughout the housing region;
3. The names of other publications circulated within the housing region, such as neighborhood oriented weekly newspapers, religious publications and organizational newsletters;
4. The names of employers throughout the housing region that will be contacted to post advertisements and distribute flyers regarding available affordable housing;

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5. The names of specific community and regional organizations that will aid in soliciting low and moderate income applicants. Such organizations may include non-profit, religious, governmental, fraternal, civic, and other organizations; and
 6. Other advertising and outreach efforts to groups that is least likely to be reached by commercial media efforts.
- (g) The affirmative marketing process for available affordable units shall begin at least four (4) months prior to expected occupancy. In implementing the marketing program, the administrative agent shall undertake all of the following strategies:
1. Publication of one advertisement in a newspaper listed under N.J.A.C. 5:80-26.15(f)1;
 2. Broadcast of one advertisement by a radio or television station listed above under N.J.A.C. 5:80-26.15(f) 2; and
 3. At least one additional regional marketing strategy using one of the sources listed above under (f) 3 through 6 above.

Displacement/Relocation [24 CFR Part 92.353]

All reasonable steps should be taken to minimize the displacement of persons, businesses and organizations as a result of a project assisted with HOME funds. County policy prohibits assisting housing activities anticipated to result in permanent, involuntary displacement. Temporary relocation is an eligible HOME project cost when undertaken as required by the regulations.

Labor [24 CFR Part 92.354]

All HOME-funded projects consisting of twelve (12) or more HOME-assisted units must comply with Federal Labor Standards and Davis-Bacon Act prevailing wages for the area.

Lead-Based Paint [24 CFR Part 92.355]

Testing of lead-based paint is required. Lead-based paint hazards abatement is required if the HOME investment is equal to or greater than \$25,000.

Flood Insurance

The Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) requires that projects receiving federal assistance and located in an area identified by the Federal Emergency Management Agency (FEMA) as being within a Special Flood Hazard Area (SFHA) be covered by flood insurance under the National Flood Insurance Program (NFIP). A property located in a SFHA cannot be assisted unless the municipality is participating in the NFIP.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)

A CHDO is a specific type of non-profit organization that is unique to the HOME program as defined at 24 CFR Part 92.2 of the HOME Final Rule. Many non-profit organizations may share common characteristics with CHDOs, however, not all non-profits qualify as CHDOs under the HOME program.

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Only non-profit organizations that have been qualified and certified by Burlington County as CHDOs can receive funds from Burlington County's fifteen percent (15%) set-aside requirement to fund activities developed, owned or sponsored by CHDOs. The County must re-qualify an organization as a CHDO each time the CHDO receives additional HOME funds. Detailed definition of the CHDO roles can be found in HUD HOME regulation 24 CFR Part 92.300.

Burlington County has prioritized the funding of CHDOs and first option for use of the available funds for housing development will be given to CHDOs. CHDOs may undertake any of the program's eligible activities and may also qualify for special project start-up loans.

A CHDO that serves as a developer of rental housing must be in sole charge of all aspects of the development of the property and must own the housing during development and throughout the affordability period [24 CFR Part 92.300(a)(3)].

To qualify for the selection priority set for CHDOs, or to be considered for a special project start-up loan, an organization must meet the definition of CHDO described in the regulations under 24 CFR Part 92.2 and Part 92.300(a) summarized in Part IV of this Guide.

Project Start-Up Loans

No more than ten percent (10%) of the funds committed to CHDOs for ready-to-go projects can be available for project start-up loans. Therefore, start-up activities will be considered only if:

1. There is adequate funding available after other projects are selected; and
2. The project proposed for start-up funding will meet a priority stated in the selection criteria; and
3. There are no other resources available for the requested start-up expenses.

There are two types of project-specific loans: technical assistance and site control loans and seed money loans. The loans are further described below.

Project-Specific Technical Assistance and Site Control Loans

Loans to assess feasibility and gain site control for a specific project may cover the following expenses: initial feasibility study, consulting fees, cost of preliminary applications, legal fees, architectural fees, engineering fees, engagement of a development team, option to acquire property, site control and title clearance. General operating expenses of the CHDO are not allowable costs. [24 CFR Part 92.301(a)(2)]

Project-Specific Seed Money Loans

Loans to cover customary and reasonable pre-construction costs for a specific project may include: cost of obtaining firm construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies and legal fees. To be eligible for this type of loan, the CHDO must have site control, a preliminary financial commitment and a capable development team. [24 CFR Part 92.301(b)(1) and Part 92.301(b)(2)]

Repayment

Project start-up and seed money loans must be repaid to the HOME Program from construction loan proceeds or other project income and terms will be determined on an individual project basis. [24 CFR Part 92.301(3)]

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APPLICANT/PROJECT SELECTION CRITERIA AND PRIORITIES

The following criteria and priorities will be applied to determine selection of applicants and projects:

General Criteria

The application is complete and the proposed project, as described in the application, clearly meets all HOME Program requirements; and

The proposed project is clearly financially feasible and the proposal does not request more HOME funding than necessary to create non-luxury housing that is affordable to very low and low-income households; and

The proposal clearly demonstrates that the project will be ready for a HOME funding commitment and can be completed within the timing requirements for the program year; and

The proposal has received a municipal acknowledgment; and

Based on the experience demonstrated in the proposal and a track record of successful similar accomplishments, the applicant has the capacity to assure:

- project development (design, financial packaging, construction) in accordance with program requirements; and
- long term property management and maintenance; and on-going control over occupancy for rental properties; or
- compliance with the Fair Housing Act.

Rental housing projects will be selected to fulfill the income benefit requirements:

- For initial rent-up, ninety percent (90%) of funded units will assist households within sixty percent (60%) of area median income as published by HUD.
- For the life of the project, twenty percent (20%) of rental units funded will be occupied by households at or below fifty percent (50%) of area median income as published by HUD.

Projects that will result in permanent displacement of any family, individual, business, non-profit organization or farm, or their personal property, from the property **will not** be selected for funding.

Priorities

Priorities may be amended from time to time to reflect Burlington County's housing objectives and goals, however, the following priorities are generally in effect:

Priority will be given to viable projects to be developed, sponsored or owned by Community Housing Development Organizations (CHDOs) with demonstrated capacity and fiscal soundness.

Priority will be given to viable projects developed, sponsored or owned by public or private non-profit organizations.

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Priority will be given to projects that provide housing and, where appropriate, supportive services or physical accommodations for very low-income renters who are:

- large families with children (3+ bedroom units)
- persons with special needs (handicap modified property);
- frail elderly (modified property, supportive services), or
- families that are homeless (supportive services).

Priority will be given to properties that are vacant at the time the application is submitted or where assistance will not necessitate relocation.

Priority will be given to projects most ready to start; and that create new (additional) affordable housing units; and for which the developer has site control.

Notwithstanding the above, any qualified project that is coupled with or otherwise brings in a HOME-matching contribution will be selected for funding before projects with no associated matching contribution. Refer to "Match" Contribution below for additional information.

"MATCH" CONTRIBUTION

Burlington County, as a participating jurisdiction, is required under the HOME regulations to provide "match" contributions to HOME funds. "Match" contributions equal to twenty-five percent (25%) of HOME funds expended for projects are required. The County may take credit for "match" contributions obtained through projects assisted by the Burlington County HOME Program or through other housing projects that comply with the HOME Program's definitions for affordability. Priority will be given to proposals that carry eligible "match" contributions. Refer to 24 CFR Part 92.220 for additional matching contribution details.

Forms of Contribution

Eligible:

1. Cash contributions from non-federal sources; funds must be contributed permanently to the County's HOME program;
2. Grant equivalent of below-market interest rate loan to project not repayable to the County;
3. Forebearance of fees – state and local taxes, charges or fees; waiver or abatement of taxes, charges or fees customarily imposed by public or private institutions associated with the ownership, transfer or development of real estate;
4. Appraised value of donated land or real property; appraisal prior to development minus debt burden, lien or other encumbrance(s);
5. On-site and off-site infrastructure improvements required for HOME-assisted project and completed no earlier than twelve (12) months before HOME funds are committed to project;
6. A portion of loans made from proceeds from multi-family affordable housing and single-family project bond financing validly issued by a state or local government and;
7. The reasonable value (or rental value) of donated site-preparation, construction materials, donated
8. Value of donated or voluntary labor or professional services;

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9. "Sweat" equity provided to a homeownership project;
10. Direct costs of supportive services (required to facilitate independent living or as part of a self-sufficiency program) to families residing in HOME-assisted units; and
11. Direct cost of homebuyer counseling services provided to families that acquire properties with HOME funds.

Ineligible:

1. Funds or resources derived from any federal sources;
2. Interest rate subsidy attributable to federal tax-exemption on financing or value attributed to Federal tax credits;
3. Owner equity or investment in a project; and
4. Cash or other forms of contributions from applicants for or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for, assistance for a HOME-assisted project.

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**PART II
HOME LOAN APPLICATION AND PRO FORMA WORKSHEET INSTRUCTIONS**

GENERAL INSTRUCTIONS

The HOME Loan Application can be found on the County's website www.co.burlington.nj.us → Departments → Human Services → Community Development & Housing → HOME Investment Partnerships Program. There are two types of Home Loan Applications:

1. Homeownership Projects
2. Rental Projects

Completion of the HOME Loan Application and Pro Forma Worksheets are required in order to request HOME funding for eligible costs of rehabilitation, acquisition and/or conversion of existing properties which will be either rented or sold, at affordable rates, to low-income families and/or individuals. Applicants will find it necessary to be familiar with and refer to the General Information in Part I and the Federal Rules and Regulations - 24 CFR Part 92 in Part IV when completing the HOME LOAN Application forms.

If additional space is necessary to provide required information when completing the HOME Loan Application and Pro Forma Worksheets, attach as many additional pages as required. Indicate the related worksheet and item number on the attachments.

The HOME Loan Application and Pro Forma Worksheets must be completed for all Rental and Homeownership Projects. Where requested information is not applicable to the proposed project, indicate "not applicable" at the relevant item. Where information is applicable, but not available, indicate this at the relevant item and explain why information is not available and when information will be available.

Any questions regarding the HOME Investment Partnerships Program or completion of the HOME Loan Application and Pro Forma Worksheets may be referred to:

Karen Trommelen, Division Head, Community Development and Housing
OR
Mary Lou Mascarin, HOME Program
Phone: (609) 265-5072

Mail or deliver completed HOME Loan Application, Pro Forma Worksheets and required documents for loan consideration to:

Mailing Address:

Karen Trommelen, Division Head
Community Development & Housing
County of Burlington
P.O. Box 6000
Mount Holly, NJ 08060-6000

Delivery Address (do NOT send mailings here):

Karen Trommelen, Division Head
Community Development & Housing
County of Burlington
Human Services Facility
795 Woodlane Road
Westampton, NJ 08060

In addition, email an electronic copy of the HOME Loan Application and Pro Forma Worksheets to: Mary Lou Mascarin at mmascarin@co.burlington.nj.us

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**PART III
HOME LOAN APPLICATION PROCESS INFORMATION**

Please review the following information regarding Burlington County's HOME Investment Partnerships Program.

1. Burlington County and the County's HOME Project Review Committee reserve the right, without limitation, to recommend or reject any and all applications for HOME funding assistance that it believes to be in the best interest of the County.
2. Applicant must submit all information and documents required to complete a thorough underwriting review and due diligence process of the prospective project. The applicant may be required to submit additional financial, historical, legal data that the County may deem necessary at a later date.
3. All loans recommended by the County's HOME Project Review Committee are subject to approval by the Burlington County Board of Chosen Freeholders and the approval and release of HOME loan funds by the U.S. Department of Housing and Urban Development. Release of HOME loan fund disbursements will be subject to the applicant's compliance with all requirements listed in the HOME Loan Agreement document executed by all parties.
4. Implementation of any project funded in full or in part with HOME loan funds may not commence without full execution of project-specific HOME Loan Agreement, Mortgage Note and Deed Restriction documents with the County.
5. Burlington County will not be responsible for any project costs incurred prior to full execution of a HOME Loan Agreement.
6. Due to changing regulatory, environmental, and funding issues and concerns, Burlington County reserves the right to request a new/revised application after one year of initial submission date.
7. Burlington County must approve all contractors prior to execution of any contract to be funded in full or in part with HOME loan funds. Submit copies of the selected contractor's current license(s) and evidence of insurance (such as Builders' Risk Insurance Policy including General Liability Insurance and Workers' Compensation insurance) along with your HOME loan application submission.

Note: Before closing on a HOME loan, the Burlington County Board of Chosen Freeholders must be named as an Additional Insured or Additional Loss Payee and Certificate Holder on all insurance policies.

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**PART IV
DEFINITION OF COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS
(CHDOs)**

A CHDO is a private non-profit, community-based, service organization that has, or plans to have, staff with the ability and capacity to develop affordable housing for the community it serves.

Additional information and regulations affecting CHDOs can be found in 24 CFR Subpart G—Community Housing Development Organizations.

CHDO set-aside HOME funds must be expended within five (5) years of County's fund allocation. [24 CFR Part 92.500(d)(i) and (iii)]

Legal Status

- Organized under state/local laws: CHDOs must be organized under State and local laws.
- No individual benefit: No part of CHDO's earnings (profits) may benefit any member, founder, contributor, or individual.
- Non-profit status: CHDO must have a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c)(3) or (4) or Section 905 status of the Internal Revenue Code of 1986.
 - The HOME requirement for a 501(c) tax exemption ruling can be fulfilled by having either a *conditional* or a *final* designation from the IRS.
 - Organizations that have applied for, but not yet received their *conditional* or *final* 501(c) designation, do not meet this requirement.
- Purpose of organization: A provision of decent housing that is affordable to low- and moderate-income persons must be one of the purposes stated in the charter, articles of incorporation, by-laws or resolutions.
- Clearly defined service area: CHDOs need not represent a single neighborhood. Geographic areas vary slightly for urban and rural area CHDOs. In addition to serving a defined service area, the non-profit organization must also meet the other requirements of being a CHDO.
 - For urban areas: a service area "community" includes a neighborhood(s), city, county or metropolitan area.
 - For rural areas: a service area "community" includes a neighborhood(s), town, village, county or multi-county area (but not the entire State).

NOTE: When applying to the Burlington County HOME Investment Partnerships Program for project funding, an existing CHDO must provide CHDO recertification papers from the State of New Jersey.

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Organizational Structure

In order for a CHDO to respond to a community's needs, the CHDO must create a board of directors that will provide community control over the CHDO. The governing board composition must be as follows:

- **Low-income community representation:** At least one-third (1/3) of the board must include representatives of the low-income community [where fifty-one percent (51%) or more of neighborhood residents are low-income]. Representatives may include:
 - Residents of low-income neighborhoods in the community; and/or
 - Low-income residents of the community; and/or
 - Elected representatives of low-income neighborhood organizations (i.e., civic associations, church groups, block groups, etc.)
- **Public-sector limits:** No more than one-third (1/3) of the board may be representatives of the public sector. The public section includes individuals who are elected or appointed public officials of the County or State, public employees of the County or State and individuals appointed by a public official. Board members appointed by public officials cannot select other members of the board.
- **Remaining representation:** The remaining balance of the board is unrestricted and may include human and social service providers, lenders, individuals with philanthropic resources/connections or individuals with professional expertise.
- **Low-income input:** The CHDO must provide a formal process for low-income program beneficiaries to advise the organization on design, location of sites, development and management of affordable housing.

Relationship to Public Bodies or Instrumentalities

- CHDOs may not be public bodies or instrumentalities of public bodies. Examples of instrumentalities of public bodies include public housing authorities (PHAs), urban renewal agencies, redevelopment authorities and downtown development authorities.

Sponsored CHDOs

- Additional requirements and board limitations may apply to CHDOs that are sponsored by other non-profit organizations, charities, religious organizations, for-profit corporations and government entities.
- Local or State government cannot qualify as a CHDO, but may sponsor or charter the creation (file papers of incorporation for) of CHDOs.
 - NOTE: Government sponsored/chartered non-profits that wish to be considered CHDOs are subject to all the other rules for CHDOs including the restrictions on the composition of the board.

BURLINGTON COUNTY'S "HOME" PROGRAM (HOME INVESTMENT PARTNERSHIPS PROGRAM) DEVELOPER'S GUIDE

Relationship to For-Profit Entities

- CHDOs may not be controlled by, or under the direction of, for-profit individuals or entities seeking profit from the organization.
- CHDOs may be sponsored or organized by a for-profit if:
 - The primary purpose of the for-profit is not development or management of housing; a builder, developer, or real estate management firm may not spin off a CHDO;
 - The for-profit entity appoints no more than one-third (1/3) of the CHDO's governing board and the board members appointed by the for-profit do not appoint the remaining two-thirds (2/3) of board members; and
 - The CHDO is free to contract for goods and services from any vendor(s) it selects.
- Officers or employees of the parent organization are prohibited from serving as officers or employees of the CHDO.

Capacity, Experience and and Fiscal Soundness

- CHDO Capacity: Demonstrated capacity to carry out HOME-assisted activities either with:
 - experienced "CHDO key staff" who have successfully demonstrated development experience in projects of the same size, scope and level of complexity as the activities for which HOME funds are being requested; or
 - inexperienced "CHDO key staff" but will utilize contracted individuals or consulting firms who have planning and development experience similar to projects being assisted with HOME funds and can train CHDO key staff.
 - "Key CHDO staff" may be either a full-time or part-time employee or a contracted employee. Key staff cannot include municipal, county or state employees or consultants who will not train CHDO key staff.

Note: HUD defines "CHDO key staff" as paid employees who are responsible for the day-to-day operations of the CHDO. Staff does not include volunteers, board members or consultants. **Exception:** Consultants may be utilized during the first year as a CHDO only to demonstrate capacity.
- CHDO Experience: Has a history of serving the community within which housing to be assisted with HOME funds is to be located. **A CHDO must be able to show one (1) year of experience serving the community prior to the date the CHDO receives HOME funds.** The year of service does not have to be directly related to housing.
 - Newly created CHDOs formed by local churches, service organizations, or neighborhood groups can show service to the community if the parent organization has provided service to the community for at least one (1) year.

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- Fiscal Soundness and Financial Standards: Conforms to the financial accountability standards of 24 CFR Part 84.21 "Standards for Financial Management Systems."
 - Must demonstrate financial stability confirming stable and adequate funding for operations.
 - Sufficient capital to sustain the CHDO's housing efforts and operating needs is required.
 - Demonstrate compliance with past and current performance.
 - Financial soundness, good business planning, strong market/customer knowledge, technical expertise and strong leadership and staffing are critical to a CHDO's capacity to undertake and complete projects within twelve (12) months of the executed HOME Loan Agreement.

**BURLINGTON COUNTY'S "HOME" PROGRAM
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**PART V
GROUP HOME AND SINGLE-ROOM OCCUPANCY UNIT INFORMATION**

Description of a GROUP HOME:

One unit with separate bedroom(s) and shared living, kitchen, dining, and/or sanitary facilities; occupied by two or more single persons or families. NOT student housing.

All tenants, excluding live-in service providers, must be low-income.

Rent:

Maximum rent is based on the appropriate Fair Market Rate (FMR) (based on the number of bedrooms excluding rooms occupied by live-in service providers) divided by the number of bedrooms excluding rooms occupied by live-in service providers. Each bedroom household pays a proportionate share of the rent. There is no Low HOME Rent requirement.

Description of a SINGLE-ROOM OCCUPANCY UNIT:

Single-room occupancy units (SROs) are single-room dwelling units with either sanitary and/or food preparation area in the unit. If the project is new construction or reconstruction, it may have both. If acquisition or rehabilitation, the unit is not required to have sanitary and food preparation areas. The unit may have common facilities. Not student housing.

SROs must be consistent with local zoning and building code classifications.

All tenants of HOME-assisted units must be low or very low-income.

Rent:

HOME rents include utilities, but do not include food or the costs of supportive services.

If the unit has neither food preparation nor sanitary facilities, or only one, the rent may not exceed seventy-five percent (75%) of the Fair Market Rents (FMR) for a zero-bedroom unit.

If the unit has food and sanitary facilities, High and Low HOME rents apply.

In projects with five (5) or more units, at least twenty percent (20%) of all HOME-assisted units must be occupied by very low-income families at or below fifty percent (50%) of area median income as published by HUD. These units should be charged Low HOME rent. Low HOME rent is defined for SROs as:

- (a) not more than thirty percent (30%) of the occupant's monthly adjusted income, or
- (b) not more than thirty percent (30%) of the gross income of a family at fifty percent (50%) of the area median income, adjusted for family size.

High HOME rent applies to all other units.

**BURLINGTON COUNTY'S "HOME" PROGRAM
(HOME INVESTMENT PARTNERSHIPS PROGRAM)
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**PART VI
DOCUMENTATION FOR SUBMISSION WITH HOME LOAN APPLICATION AND
PRO FORMA WORKSHEETS**

When submitting a Burlington County HOME Investment Partnerships Program application for loan consideration, provide the following documents, as applicable to your project.

***Important Note:* Any project in which the applicant is requesting HOME Investment Partnerships Program funds should not begin until an Environmental Review has been completed and the New Jersey State Historic Preservation Office's (SHPO's) concurrence is received by Burlington County's Community Development and Housing Office. Any physical work or construction activity that begins prior to the completion of an environmental review by Burlington County's Community Development and Housing Office and NJ SHPO's concurrence, may result in HOME Investment Partnerships Program funds being denied.**

1) Application Submission Instructions:

- Mail or deliver one (1) original signed copy of the HOME Loan Application, completed Pro Forma Worksheets and required document attachments listed below to Ms. Karen Trommelen in Burlington County's Community Development and Housing Office (refer to Part II - General Instructions for mailing and delivery address information)
- Email one (1) copy of the HOME Loan Application and completed Pro Forma Worksheets in Excel format to mmascarin@co.burlington.nj.us.

2) Applicant Corporate or Limited Liability Company Board resolution authorizing the submission of the HOME Loan Application for the project and the person authorized to sign all HOME loan documents. Provide a roster of Board members, if applicable.

3) Copy of independently audited business financial statement for one (1) year with one (1) year comparison.

4) A current appraisal of the real property with all improvements dated within twelve (12) months of submission of the HOME Loan Application

NOTE: If the property is already designated as affordable housing, the appraisal must be based on the affordable housing designation.

5) Confirmation of the County's secured-lien position in the real property. (A signed statement is acceptable.)

NOTE: Burlington County holds a secured-lien position for the full amount of its HOME loan within the equity of the real property. All other funding sources must have a full understanding of the County's guideline regarding its secured-lien position in the real property.

6) Submission of two (2) copies of architectural plans and specifications drawn to scale along with two (2) sets of **color** photographs of the project location site(s) is required for all projects requesting the use of HOME funds. Photographs of buildings **must show and label** the front, back, both sides and street scene and provide directional loci. All photographs must be clearly marked to indicate the project. Photographs will be used to

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identify any historic or archeological concerns. [*Two (2) original sets of color photographs are required*].

Note: The Burlington County Department of Human Services, Community Development and Housing Office will submit architectural plans and specifications along with the photographs to New Jersey State Historic Preservation Office (SHPO) for review and approval, prior to approving HOME loan funding.

- 7) For all other project funding sources, copies of fully executed commitment letters to include all terms and conditions, when available. Copies of all fully executed closing documents are required, when available. For all projects receiving low-income housing tax credits (LIHTC), provide documentation on the syndication costs from the organization that will syndicate and sell the offering. **Note:** *Must be provided prior to the County issuing a HOME Preliminary Award Letter.*
- 8) Copy of a Survey of the real property with certification signed by the licensed surveyor.
- 9) Copy of the Deed of the real property confirming applicant's site control.
- 10) Other Evidence of Site Control.
- 11) Municipal Acknowledgement letter confirming its knowledge of the project.
- 12) Description of the Development Team's experience or resumes.
- 13) Letter of interest or commitment from a construction lender.
- 14) **For For-Profit Applicants:**
 - a. Include the County of Burlington HOME Program annual service debt equal to one percent (1%) of the principal loan amount in the Pro Forma cash flow projections for the project's applicable affordability period of 10 years, 15 years or 20 years, as needed.
 - b. Applicant and all for-profit entities holding an ownership interest in the property must complete the County's Certification to Burlington County Board of Chosen Freeholders Concerning Political Contributions for Non-Fair and Open Contracts form (*Appendix G* on HOME program webpage located on County's website).
- 15) **For CHDO applicants:**
 - a. CHDO certification/recertification document from the State of New Jersey (*submit with each HOME application*).
 - b. Resumes of all staff (paid employees) members for assessing CHDO staff capacity.
 - c. List of all staff members' responsibilities for the day-to-day operations of the CHDO and all staff development experience on projects of the same size, scope and level of complexity as the applicant's submitted project.
 - d. If CHDO previously received HOME funds for a project, provide a letter of recommendation by the HOME funding source/entity (other than Burlington County)

**BURLINGTON COUNTY'S "HOME" PROGRAM
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confirming CHDO compliance and adherence to all HOME program regulations and funding source guidelines.

- e. Provide organizational structure listing the composition of the governing board of directors including names and affiliations within the community, public and/or private sectors.
- 16) Phase I Environmental Assessment Report for the proposed project site. **Note:** *ALL Projects are subject to an Environmental Review.*
- 17) Marketing Analysis/Marketing Study/Needs Assessment. **Note:** *Must be provided prior to the County issuing a HOME Preliminary Award Letter.*
- 18) Corporation or Limited Liability Company documents filed with the State of New Jersey and By Laws or Management/Operations Agreement for all entities holding an ownership interest in the project. **Note: For Non-Profit entities, a copy of an IRS letter confirming the entity's non-profit status is required.**
- 19) Certification of Corporate Good Standing.
- 20) List of Energy Star Rated materials, systems and appliances to be installed in the project.
- 21) List of all amenities to be installed in the HOME-assisted units.
- 22) Provide square footage for each bedroom size housing unit.
- 23) Organizational chart showing all entities holding an ownership interest in the project – name of entity, percentage (%) of interest, non-profit/for-profit status.
- 24) Tenant Selection Plan.
- 25) Affirmative Marketing Plan.
- 26) Conflict of Interest Questionnaire Consent to Disclose (*Appendix F* on HOME program webpage located on County's website).
- 27) Provide copies of letters/agreements confirming rental subsidies and/or utility subsidies anticipated for the tenants, if applicable. The amount of the anticipated subsidy should be included in the project's Operating Budget and Pro Forma documents.
- 28) Copy of Lease Agreement to be utilized for the project.
- 29) Provide copies of letters from partners, service providers and supporters.
- 30) All HOME projects committed to and closed on or after August 23, 2013, must adhere to the following:
 - a) Non-LIHTC Projects:
 - (1) Utility company estimates specific for the project's units sizes.
 - (2) Third-party agency to provide a utility analysis specific for the project's units sizes.

**BURLINGTON COUNTY'S "HOME" PROGRAM
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b) LIHTC Projects:

- (1) Third-party agency to provide a utility analysis specific for the project's units sizes.

31) Additional documents may be requested on an as needed basis.

Prior to closing the HOME loan, the following items will be required:

- 1) Evidence of Hazard or Commercial Property Insurance on the real property naming the Burlington County Board of Chosen Freeholders as Loss Payee/Mortgagee.
- 2) Certificate of Liability Insurance naming the Burlington County Board of Chosen Freeholders as Additional Insured.
- 3) Certificate of Builder's Risk Insurance naming the Burlington County Board of Chosen Freeholders as Additional Insured/Loss Payee.
- 4) Flood Insurance Certification naming the Burlington County Board of Chosen Freeholders as Certificate Holder, if required due to the location of the real property.
- 5) Commitment of Title Insurance naming the Burlington County Board of Chosen Freeholders as a mortgagee for the total amount of its HOME loan.
- 6) All items listed in the Burlington County HOME Investment Partnerships Program Preliminary Award Letter fully executed by all parties.
- 7) All documents required by Burlington County Legal Counsel.

What is the Home Improvement Loan Program?

Burlington County receives an allocation of Community Development Block Grant (CDBG) funds each year from the Federal government to provide assistance to residents of Burlington County through a variety of local housing-related and public service projects.

The Board of Chosen Freeholders has designated a portion of these funds to be made available through the Home Improvement Loan Program, which is administered by Community Development and Housing.

The Home Improvement Loan Program provides technical assistance to qualified homeowners and makes 0 % interest property improvement loans of up to \$20,000 to correct substandard housing conditions and to eliminate health and safety hazards.

Examples of eligible work include foundation, plumbing, heating and electrical repairs, roof work, termite and dry-rot repairs, water and sewer hookups, energy conservation measures and remodeling to provide wheelchair accessibility.

Loans are made for the rehabilitation of owner-occupied single family houses only. Technical assistance provided through the program includes assessing the scope of needed repairs, consulting with building officials, architects and other professionals as needed, assisting the homeowner in obtaining bids and contracting for the repairs, monitoring construction and issuing payments.



"The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, familial status or disability."

Human Services Department

The Department of Human Services consists of a wealth of services to support individuals in the community from all backgrounds, with various needs. We strive to provide one-stop human service shopping, a building in which all county residents find a wealth of resources working together to help them find their strength, resilience and direction into a brighter tomorrow. Through the recent reorganization, the merged Department is the platform from which we bring existing skills together to tackle some of our thorniest community issues with comprehensive planning and monitoring.

- Shirla Simpson, Director

Human Services includes the following Divisions:

- Office on Aging
- Division of Behavioral Health and Youth Services
- Division of Community Development & Housing
- Division of Employment & Training
 - Business and Job Seeker Services
 - Workforce Investment Board
- Division of Veterans & Military Services

Human Services works closely with the following:

- Advisory Council on Women
- Board of Social Services

Department of Human Services

Human Services Facility

795 Woodlane Road

Westampton, NJ 08060

609-265-5800 • Fax: 609-265-5382

Email: HumanServices@co.burlington.nj.us

Hours: Monday thru Friday - 8 am - 5 pm

Department of Human Services
Community Development & Housing

Burlington County

Home Improvement Loan Program



Repair Your Home... Brighten Your Outlook

Sponsored by the
Burlington County
Board of Chosen
Freeholders



What Are The Eligibility Requirements?

You could be eligible if:

- You are the legal owner of the property in need of repair: **and**
- You reside there as your principal residence; **and**
- The property is located in a participating municipality; **and**
- Your total household gross annual income is within the following income limits established for Burlington County by the Federal government:

Size of Household Maximum Annual Gross Income

(Effective Date: June 1, 2018)

1	\$48,950
2	\$55,950
3	\$62,950
4	\$69,990
5	\$75,500
6	\$81,100
7	\$86,700
8	\$92,300

Applicants who meet the income guidelines established for Burlington County by the Federal government, may be eligible for a deferred payment loan.

"Gross annual income" is defined as the total annual amount of salaries, wages, tips, assistance grant child support, social security benefits, earned interest, dividends, etc. before deductions and taxes, received by the entire household.

What are the terms of the loan?

No monthly loan payments are required, and repayment of the loan amount is deferred until there is transfer of title or death of the borrower and reviewed periodically.

The interest rate for individual rehab loans are 0% per annum, simple interest.

The maximum loan amount is \$20,000. Loans are limited to single family dwellings. All loans are secured by a promissory Note and a Mortgage which will be recorded and will become a lien on the property.

The loans may be paid in full without penalty.

The loan is not assumable. The loan is due and payable upon the death of the borrower. Should the property be sold during the life of the loan, or should title to the property change for any reason, or should the property become other than a single family owner occupied dwelling, the outstanding loan balance will become due and payable.

Who will perform the work?

All work must be performed by insured contractors. It is the homeowner's responsibility to select the contractor and enter into a contract for construction. Community Development Program staff are available to advise the owner regarding the review of contractors' bids, the selection of contractors and specific construction contract terms.

How is your application processed?

The loan process involves the following steps:

- The applicant is interviewed by staff from the Community Development Office to determine preliminary eligibility and to explain how the program works.
- Upon the receipt and review of all documents, including verification of employment, title search and credit checks, the applicant will be notified that the program's Housing Inspectors will conduct a property inspection and prepare a work write-up listing all substandard housing conditions.
- The work write-up is reviewed with the owner. A preliminary cost estimate is prepared and bids are obtained from qualified General Contractors.
- Once there is an accepted bid and contract amount, the loan application is presented to the Board of Chosen Freeholders for approval.
- Upon approval by the Board, the loan documents are prepared and a closing date is scheduled.
- The owner then enters into an agreement with the chosen contractor and work begins. Payments are issued as the work progresses, after inspection and approval by the Municipal Construction Official (where applicable), program staff and upon acceptance of the work by the owner.

HOME IMPROVEMENT LOAN PROGRAM (609) 265-5072

APPENDIX I

Bradford Pointe

- 1998 Developer's Agreement
- 2001 Deed of Easement and Restrictive Covenant
- Contact Information

1

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this 7 day of April, 1998, by and between:

THE TOWNSHIP OF BORDENTOWN, a municipal corporation of the State of New Jersey, with offices at Municipal Drive, Bordentown Township, New Jersey 08505 ("Township") and AMERICAN BORDENTOWN AFFORDABLE, L.P., its nominee, affiliates and/or assigns, having an address at 1202 Laurel Oak Road, Suite 105, Voorhees, New Jersey 08043 ("ABA").

RECITALS

1. Township is the equitable owner of land known designated as Block 139, Lot 11 as set forth on the tax map of Bordentown Township, Burlington County, New Jersey.

2. The Township is a defendant in litigation designated E'Town Properties, Inc v Township of Bordentown, et al, docket no. Bur-L-975-97 and Bordentown Properties v Township of Bordentown, docket no. BUR-L-01281-97 (collectively, "Mt. Laurel litigation") which lawsuits involve the availability, location and construction of affordable housing.

3. The Township, as part of its overall plan to settle the Mt. Laurel litigation, has requested ABA to construct up to 168 rental units, enabling the Township, through the credit bonus afforded rental units, to satisfy its Township affordable housing obligation.

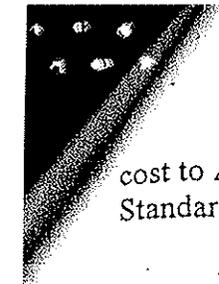
4. To assist in qualifying for an allocation of Tax Credits, ABA requires local support from the Township.

5. The purpose of this Agreement is to memorialize the understandings and agreements reached between the Township and ABA.

NOW THEREFORE, in consideration of the foregoing premises, and in further consideration of the covenants and agreements set forth below, the parties hereto agree as follows:

1. Conveyance of Land. Within thirty (30) days written notice following the satisfaction or waiver by ABA of all conditions precedent to ABA's ownership and construction of units, Township shall convey to ABA, or its nominee or assign, good and marketable title to Block 139, Lot 11, free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections.

2. Approval. The Township agrees to endorse for approval a rental complex not to exceed 168 units on Lot 11 in Block 139. To the extent that ABA requires additional contiguous land to enable ABA to construct 168 units, the Township shall take all reasonable measures under its jurisdiction and control to acquire such land and convey same to ABA at no



cost to ABA. The site shall be constructed in accordance with the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1 et seq.

3. Approval by Planning Board. ABA has submitted to the Planning Board a plan depicting not greater than 168 rental units ("Low/Mod Units"). It is the present intention of ABA to have the bedroom mix of the Low/Mod units be 50% two bedroom and 50% three bedroom. The units shall be architecturally similar to the 72 units constructed at Chelsea Court, in the Main Street project in Voorhees. The Township shall take all appropriate steps to recommend prompt approval of the plans by the Planning Board. Prompt approval shall include, without limitation, (a) giving priority to hearings on such application over applicants who are not providing affordable housing and (b) holding special meetings when reasonably requested.

4. Management and Regulatory Compliance. ABA, its nominees or assigns, shall be fully responsible to own and manage the Low/Mod Units, consistent with requirements of the Fair Housing Act, C.O.A.H. regulations and the Federal Low Income Housing Tax Credit programs rules and regulations.

5. Payment in Lieu of Tax. The Township agrees to enter into a 30 yr., fixed rate payment in lieu of tax agreement ("PILOT Agreement"). This PILOT Agreement shall provide for an annual payment by the owner of the Low/Mod units equal to 4% of the sheltered, annual rent roll for the first ten (10) years of the PILOT Agreement, 5% of the sheltered annual rent roll for years 11-20 of the PILOT Agreement and 6% of the sheltered annual rent roll for years 21-30 of the PILOT Agreement. The remaining terms and conditions of the PILOT Agreement shall be as set forth in the Agreement for Payment of Taxes entered into simultaneously herewith by and between the parties hereto.

6. Waiver of Building Fees. The Township agrees to waive all municipal fees attributable to the Low/Mod units, including without limitation the local portion of the building permits, and certificate of occupancy fees.

7. Affordable Controls. ABA agrees to place affordability controls and/or deed restrictions on the Lot to ensure low/mod compliance for a period of not less than 35 years.

8. Cooperation. ABA and the Township shall participate before the Council on Affordable Housing and in any administrative or judicial proceeding in defending this Agreement and ABA's right to construct the Low/Mod units. Similarly, the Township will assist ABA in its acquisition of tax credits, by timely providing agreements consistent with the term of this Agreement.

9. Infrastructure Improvements. The Township shall take all reasonable measures under its jurisdiction and control to provide to the site any and all necessary infrastructure, including without limitation, water and sewer improvements, pumping station (if necessary), road improvements, and signalization (if necessary). Inherent in this obligation is the Township's agreement to acquire (by condemnation or otherwise) such title, easements or rights of way as may be necessary to extend the infrastructure to the site. In addition, the Township shall take all

reasonable measures under its jurisdiction and control to ^{request} ~~compel~~ the applicable sewer authority and/or potable water provider to reserve sewer and water capacity for the project, waive all connection fees, and eliminate any cost generating features with regard to the extension of infrastructure treatment and supply. The Township also agrees to take all reasonable measures under its jurisdiction and control to secure permits and approvals from the New Jersey Department of Transportation and the New Jersey Department of Environmental Protection in a timely fashion so as not to delay the commencement of the Project. JH

10. Housing Trust Fund. The Township shall make available to ABA funds from the Housing Trust Fund to the extent funds are available or become available. The amount of Housing Trust Funds provided to ABA shall not exceed \$6,000 per unit. The expenditure of Housing Trust Funds to ABA shall be subject to an approved spending plan. The Township shall take all reasonable measures under its jurisdiction in seeking approval for any necessary spending plan approval by the Township, COAH or a court of competent jurisdiction, as appropriate.

11. Binding Effect. This Agreement shall be fully binding upon and benefit the parties, their successors, assigns and nominees. This Agreement, and the obligations of ABA, shall run with the land.

12. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements, oral or written, express or implied. This Agreement may not be modified, amended or supplemented except in writing signed by all parties. []

IN WITNESS WHEREOF, the parties hereto hereunto set their hands and seals on the dates provided below.

TOWNSHIP OF BORDENTOWN

John J. Mason
Deputy Twp. CLERK

By: Paul A. de Groot

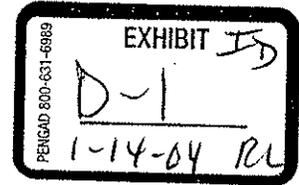
AMERICAN BORDENTOWN AFFORDABLE,
L.P.

David H. [Signature]

By: James Wagner

RESOLUTION NO. 98-97-3B

RESOLUTION



WHEREAS, the Township is the equitable owner of land known designated as Block 139, Lot 11 ("Site") as set forth on the tax map of Bordentown Township, Burlington County, New Jersey.

WHEREAS, the Township is a defendant in litigation designated E'Town Properties, Inc v Township of Bordentown, et al, docket no. Bur-L-975-97 and Bordentown Properties v Township of Bordentown, docket no. BUR-L-01281-97 (collectively, "Mt. Laurel litigation") which lawsuits involve the availability, location and construction of affordable housing.



WHEREAS, the Township, as part of its overall plan to settle the Mt. Laurel litigation, has requested American Bordentown Affordable, L.P. ("ABA") to construct up to 168 rental units, enabling the Township, through the credit bonus afforded rental units, to satisfy its Township affordable housing obligation.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it finds and certifies that:

- (1) The Township agrees to convey the Site to ABA at no cost to ABA.
- (2) The Township Committee agrees and does hereby approve the terms and conditions of the Developer's Agreement of even date herewith, attached hereto as Exhibit A and made apart hereof as if set forth at length.
- (3) The Township Committee hereby adopts this Resolution and authorizes and directs the Mayor and Clerk of the Township of Bordentown to execute, on behalf of the Municipality, the Developer's Agreement, a form of which is annexed hereto as Exhibit "A".

DATED: 4/7/98

MOVED: J. Camarda

AYES: 5

SECONDED: J. Foster

NAYS: 0

APPROVED BY: J. Camarda

J. Foster
Mayor de Groot
Deputy Mayor Arzeta
B. Rayner



I, John Mason, Deputy, Clerk of the Township of Bordentown, hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Mayor and Township Committee at the Regular Meeting of April 7, 1998 held in the Municipal Building, Municipal Drive, Bordentown Township, New Jersey.

Prepared By: Franklin B. Haaz
Franklin B. Haaz

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of May 17, 2001 shall run with the land and is granted by Bordentown Affordable Urban Renewal Partners, L.P. and its successors and assigns (the "Owner") whose principal address is 1103 Laurel Oak Rd.; Suite 105B; Voorhees, NJ 08043, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Carryover Agreement or the IRS Form(s) 8609 for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed \$950,728 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 7 buildings, which consists of a total of 168 residential rental units of which 167 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as the Bradford Pointe Apartments (the "Project") located at 1 Bradford Place; Bordentown, NJ 08505, Municipal Tax Map Block No. 139, Lot No. 11 in the County of Burlington, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 5767 at Page Nos. 643-646, being more fully described as set forth in Attachment "A" hereto.
- (2) If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

BURLINGTON COUNTY CLERK

Unofficial Document

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5)(B) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period or extended use period as indicated with an ("X") below:
- (A) If this box is checked, the Owner elected in the 1995 Application to increase the extended use period described in section 42(h)(6)(D) of the Code by an additional ____ years beyond the expiration of the initial 15-year compliance period described in section 42(i)(1) of the Tax Code, for a total extended use period of ____ years. Therefore, this Covenant shall extinguish at the close of the ____th year after the beginning of the compliance period unless terminated in accordance with the provisions enumerated at section 42(h)(6)(E) of the Code.
- OR
- (B) If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("extended compliance period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

- (6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period on January 1, 2001.
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 20 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 50 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (8) If this box is checked, the Project is also subject to the state set-aside, which is defined in the _____ Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that ___ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is ___ percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (9) If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit corporation (as described in the 1998 Qualified Allocation Plan and selected by the Owner in the 1998 Application). Any new owner during the compliance period must qualify under these rules.
- (10) If this box is checked, the Project is a Special Needs Project as defined in the _____ Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 25% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (11) If this box is checked, the Owner is required to make available to tenants of all LIHTC units 2 appropriate and affordable social services throughout the compliance period in accordance with the Social Services Model as defined in the 1998 Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.

- (12) [] If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (13) [] If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of _____ unit amenities and _____ project amenities.
- (14) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.
- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.

- (21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the project during business hours and to inspect and copy all books and records pertaining to the Project.
- (22) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP)

Franklin B. Hayes

By:

OWNER:

Bordentown Affordable Urban Renewal Partners, L.P.

James C. Wagner

James C. Wagner
President, American Bordentown Inc.,
its General Partner

ATTEST (IF A CORPORATION)

OWNER:

Secretary

By:

President (Corporation)

(Print Name)

Unofficial Document

ACKNOWLEDGMENT
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on May 17, 2001, personally came before me Franklin B. Haaz and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by James C. Wagner, who is President of American Bordentown, Inc., the General Partner of the Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the General Partner as its voluntary act on behalf of the Partnership; and (c) this person signed this proof to attest to the truth of these facts.

Franklin B. Haaz
WITNESS

SWORN TO AND SUBSCRIBED

before me, this 17 day of May, 2001.

MARY ONEILL
Notary Public of New Jersey
My Commission Expires November 7, 2005

Notary Public or Attorney

ACKNOWLEDGMENT

(CORPORATE FORM)

BE IT REMEMBERED, that on _____ 19____, before me, the subscriber, personally appeared _____ who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of _____ the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Notary Public or Attorney

k:\develop\willrestrictivecovenant

Extended Use Agreement for competitive tax credits

Pg 7 of 8

DB5878 PG445

ALL THAT CERTAIN parcel or tract of land designated as Lot 11, Block 139, situate in the Township of Bordentown, County of Burlington and State of New Jersey, as shown on a plan entitled "ALTA/ACSM Land Title Survey," prepared by G.S. Winters & Associates, Inc., dated March 1, 2000, and being more particularly described as follows:

BEGINNING at an iron bar common to the southerly right-of-way line of Burlington-Bordentown Road; Burlington County Route 662, measuring 66 feet wide at this point, and the northerly right-of-way line of New Jersey State Highway Route 130; thence

1. Along said southerly right-of-way line of Burlington-Bordentown Road, Burlington County Route 662, N 33°03'30" E a distance of 749.56 feet to an iron bar; thence
2. Along same, N 33°16'45" E a distance of 402.64 feet to a concrete monument common to lands of Lot 8.01, Block 139; thence
3. Leaving said southerly right-of-way of Burlington-Bordentown Road, County Route 662, along lands of aforementioned Lot 8.01, Block 139, S 72°56'32" E a distance of 233.36 feet to a point; thence
4. Along same, S 54°12'47" E a distance of 504.83 feet to a concrete monument along the aforementioned northerly right-of-way line of New Jersey State Highway Route 130 (110 feet wide at this point); thence
5. Along said northerly right-of-way line of New Jersey State Highway Route 130, S 62°59'15" W a distance of 1,126.21 feet to an iron bar and point of curvature; thence
6. Along same, in a southwesterly direction along a curve to the left having a radius of 2,904.98 feet for an arc distance of 175.52 feet to an iron bar; thence
7. Along same, S 87°08'15" W for a distance of 105.33 feet to an iron bar and first mentioned point and place of BEGINNING.

Containing 10.663 acres of land.

ALSO KNOWN AS Lot 11, Block 139 on the Tax Map of the Township of Bordentown (the "Property").

UNDER AND SUBJECT to all easements and restrictions of record.

BEING the same premises which became vested in the Grantor by Deed from the Township of Bordentown recorded April 15, 1998, in Deed Book 5584, Page 197 in the Burlington County Clerk's Office.

RECORDING DATA PAGE

Consideration Code:
Transfer Fee :
Recording Date: 07/16/2001 Login id:
Document No : 3536235 ccmehrer

MARTIN BERSHTEIN
NJHMFA
637 SOUTH CLINTON AVE PO BOX 18550
TRENTON, NJ 08650

Receipt No : 297267
Document No : 3536235 Type : DECR
Recording Date : 07/16/2001
Login id : ccmehrer

Recorded
Jul 16 2001 11:05am
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

085878 PG447

Real Estate Development • Consulting • Property Management

**AMERICAN
AFFORDABLE
HOUSING GROUP**

1103 Laurel Oak Road • Suite 105B
Voorhees, NJ 08043
Office: (856) 335-1085 • Fax: (856) 435-4868
Cell: (609) 405-4544
E-mail: fhaaz@aahmgmt.com

Franklin B. Haaz
Principal

AAH MANAGEMENT CO., INC.

BARRY R. SHARER
PRESIDENT

1103 LAUREL OAK ROAD, STE. 105B
VOORHEES, NJ 08043

TEL: (856) 335 1903

FAX: (856) 435 4868

EMAIL: BSHARER@SHARERPBS.COM

APPENDIX J

VOA I

- 2017 Declaration of Restrictions

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5331927

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8439883
RECORDED ON
October 02, 2017 12:00 PM

INSTRUMENT NUMBER
5331927

BOOK: OR13299
PAGE: 849

Document Charge Type DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
FOUNDATION TITLE
FOUR GREENTREE CENTRE
601 RT 73 NORTH STE 201
MARLTON NJ 08053

No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	10
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Consideration Amount	\$0.00
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Recording Fee	\$130.00
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Realty Transfer Fee	\$0.00
----------------------------	--------

Total Amount Paid	\$130.00
--------------------------	----------

Municipality	BORDENTOWN TWP
---------------------	----------------

Parcel Information	Block: 140
	Lot: 3.02

First Party Name	WATERFRONT VLG URBAN RENEWAL
-------------------------	------------------------------

Second Party Name	NEW JERSEY HOUSING & MTG FIN AGENCY
--------------------------	-------------------------------------

Additional Information (Official Use Only)


 5331927

Ctrl Id: 5559350 Recording Clerk: TEDDIC

***** DO NOT REMOVE THIS PAGE. *****
 COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
 ***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

130

(3)



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Burlington County Document Summary Sheet

BURLINGTON COUNTY CLERK BURLINGTON COUNTY CLERK

2017 SEP 28 AM 10:03 2017 AUG 23 AM 9:56

RECEIVED RECEIVED

989-45775

Tim Tyler Burlington County Clerk P.O. Box 6000 50 RANOCAS RD, 3rd FLOOR MOUNT HOLLY, NJ 08060-1317	Return Name and Address Foundation Title, LLC - East Brunswick 214 Highway 18 East Brunswick, NJ 08816
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Official Use Only

Submitting Company	Foundation Title, LLC - East Brunswick
Document Date (mm/dd/yyyy)	August 17, 2017
Document Type	DEED of Easement and Restrictive Covenant for Extended Low-Income Occupancy
No. of Pages of the Original Signed Document (Including the cover sheet)	10
Consideration Amount (If applicable)	

First Party <i>(Seller or Grantor or Mortgagor or Assignor or Defandant or Debtor)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(first name, middle initial/name, last name)</i> <i>(or Company name as written)</i>	Address (Optional)
	Waterfront Village Urban Renewal, L.P.		

Second Party <i>(Buyer or Grantee or Mortgagee or Assignee or Plaintiff or Secured Party)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(first name, middle initial/name, last name)</i> <i>(or Company name as written)</i>	Address (Optional)
	New Jersey Housing and Mortgage Finance Agency		

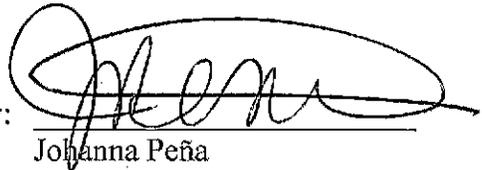
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Bordentown	140	3.02		Burlington Road

Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

DO NOT REMOVE THIS PAGE
DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

LIHTC #1517

Prepared By:


 Johanna Peña

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

August THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of ~~July~~ 17, 2017 shall run with the land and is granted by **Waterfront Village Urban Renewal, L.P.**, and its successors and assigns (the "Project Owner") whose principal address is **235 White Horse Pike, Collingswood, NJ 08107**, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **Reservation Letter** for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed **\$1,110,464** to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The **one** building(s), which consist of a total of **69** residential rental units, of which **69** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Waterfront Village** (the "Project"). The Project is located at **18 Bordentown Burlington Road, Bordentown, NJ**, Municipal Tax Map Block No. **140**, Lot No. **3.02** in the *Township* of Bordentown, County of **Burlington**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
- (2) If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.
- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any

Extended Use Agreement for competitive tax credits

taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.

- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:
 - [] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).
- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2019.
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

- (8) If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2015 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that 10 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 30 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (9) If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs a minimum of two appropriate and accessible social services. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.
- (10) If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.
- (11) If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.

RECORD & RETURN TO:
TAX CREDIT SERVICES
 NEW JERSEY HOUSING & MORTGAGE
 FINANCE AGENCY
 637 SOUTH CLINTON AVE.
 PO BOX 18550
 TRENTON, NEW JERSEY 08650-2085

- (12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.
- (13) If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the 2015 Qualified Allocation Plan.
- (14) If this box is checked, the Project Owner agrees to successfully participate in the NJHMFA Green Future Program; the LEED certification program; evidence of the installation of a solar photovoltaic system sized to cover at least 75% of the project's interior common area electrical expense and at least a 20-kilowatt system; the Microload program; or the Energy Star V3 program as defined in the 2015 QAP through the end of the extended use period.
- (15) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (17) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (18) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.

- (20) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.
- (21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.

- (27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

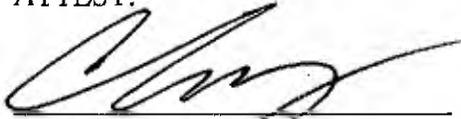
Unofficial Document

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

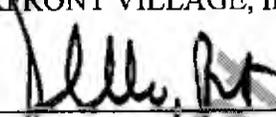
WATERFRONT VILLAGE URBAN RENEWAL, L.P.

By its general partner WATERFRONT VILLAGE, INC.

ATTEST:



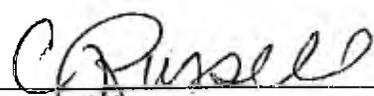
Chuck Kelly

By:  (SEAL)
Daniel L. Lombardo
President

STATE OF NEW JERSEY :
: SS:
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 10th day of July, 2017 came before me, the Subscriber, a Notary Public for the State and County aforesaid, personally appeared Daniel L. Lombardo, the President of Waterfront Village, Inc., the general partner of Waterfront Village Urban Renewal, L.P., who being by me duly sworn according to law, did depose and say that the foregoing is his act and deed on behalf of said corporation as the general partner of said limited partnership.

Given under my Hand and Seal of Office the day and year aforesaid.

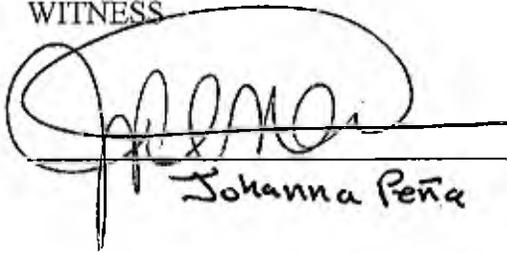
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Notary Public

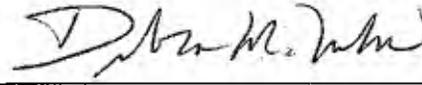
My Commission Expires:
4/30/18

CELESTE R. RUSSELL
Commission # 2433386
Notary Public, State of New Jersey
My Commission Expires
April 30, 2018

WITNESS


Johanna Peña

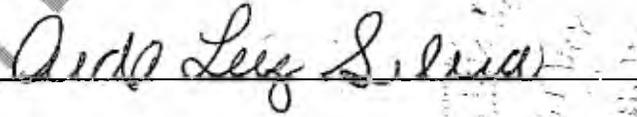
NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: 
Debra M. Urban
Senior Director of Programs

Date: _____

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 7/10/17, 2017, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Senior Director of Programs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Notary Public of the State of New Jersey
My Commission Expires on _____
Aida Luz Silva
Notary Public of New Jersey
My Commission Expires: **July 19, 2017**

RECORD & RETURN TO:
TAX CREDIT SERVICES
NEW JERSEY HOUSING & MORTGAGE
FINANCE AGENCY
637 SOUTH CLINTON AVE.
PO BOX 18550
TRENTON, NEW JERSEY 08650-2085

APPENDIX K

VOA II

- 2017 MOU between the Township and VOADV Property, Inc.
- 2018 Letter from VOA to Township, confirming Agreement of Sale of property
- 2018 Planning Board Resolution (P-2018-13) approving development
- Anticipated Construction Schedule
- Proposed Pro Forma

RESOLUTION #2017-268-20E

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF BORDENTOWN AND VOADV PROPERTY, INC. RELATING TO BORDENTOWN TOWNSHIP'S AFFORDABLE HOUSING PLAN

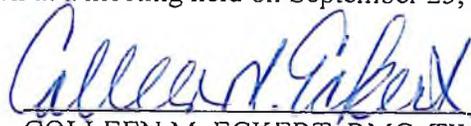
WHEREAS, VOADA Property, Inc., hereinafter referred to as VOADV, is the contract purchaser of property located within the Bordentown Waterfront Community Redevelopment Area, Block 140.01, Lots 1.02 and 2.01; and

WHEREAS, the Township of Bordentown and VOADV have agreed upon the development of the property, which shall, in part, offer affordable housing units in accordance with Bordentown Township's Affordable Housing Plan;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby accept the Memorandum of Understanding for Settlement with VOADV, attached hereto; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute the Memorandum of Understanding on behalf of the Township of Bordentown.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on September 25, 2017.


COLLEEN M. ECKERT, RMC, TWP. CLERK

09/25/17

MEMORANDUM OF UNDERSTANDING FOR SETTLEMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made this _____ day of _____, 2017, by and between:

TOWNSHIP OF BORDENTOWN, a municipal corporation of the State of New Jersey, County of Burlington, having an address at 1 Municipal Drive, Bordentown, New Jersey 08505 (hereinafter the “**Township**”);

And

VOADV Property, Inc, a New Jersey not-for-profit corporation, all with an address at 235 White Horse Pike, Collingswood, NJ 08107. (hereinafter “**VOADV**”);

Collectively, the Township and VOADV shall be referred to as the “**Parties.**”

WHEREAS, in response to the New Jersey Supreme Court’s decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey (“**Court**”), entitled In the Matter of the Application of the Township of Bordentown, County of Burlington, Docket No. BUR-L-1579-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the “**Compliance Action**”); and

WHEREAS, the Township simultaneously sought and ultimately secured an Order protecting Bordentown from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, Bordentown Waterfront Community LLC is the owner of the vacant real property designated as Block 140.01 Lots 1.02 and 2.01 on the Tax Map of the Township of Bordentown; and

WHEREAS, VOADV is a contract purchaser of said parcels.

WHEREAS, the Township has determined that the Property presents a suitable opportunity for additional non-residential commercial in conjunction with a non-inclusionary 100% affordable housing development proposed by VOADV that would provide the Township with an opportunity for the construction of both the necessary affordable housing, together with well-planned non-residential commercial development;

WHEREAS, the VOADV has already successfully obtained tax credits for a previous 100% affordable project within the Township and has thus far been an exemplary partner in the Township’s efforts to produce affordable housing; and

WHEREAS, through private negotiations, the Parties have reached an agreement in principle that VOADV will develop its Property to include a new 100% family rental affordable project which will be funded by tax credits;

WHEREAS, the parties intend to reduce the terms of this MOU to a more formal settlement agreement which will be consistent with the terms herein.

WHEREAS, to ensure that the 66 units contemplated by this MOU generates affordable housing credits to be applied to the Township's Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations, the affordable units within the 100% Affordable Development shall be developed in accordance with the COAH Prior Round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and all other applicable law, and said 100% affordable development shall be deed restricted for a period of at least 30 years from the initial occupancy of the affordable units; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, agree in this MOU to the terms set forth as follows:

ARTICLE I – "BASIC TERMS AND CONDITIONS"

1.1 Purpose The purpose of this MOU is to create a realistic opportunity for the construction of the 100% Affordable Development, and to generate affordable housing credits for the Township to apply to its Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations

ARTICLE II – VOA OBLIGATIONS

2.1 **Affordable Housing Set-Aside.** VOADV shall have an obligation to deed-restrict sixty-six (66) residential units in the 100% Affordable Development as very low, low and moderate income affordable units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws. In addition, the affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period") so that the Township may count the units against its obligations to provide family rental affordable housing. This obligation includes, but is not limited to VOADV's obligation to comply with (1) bedroom distribution requirements, (2) income split requirements, (3) pricing requirements, (4) affirmative marketing requirements, (5) candidate qualification and screening requirements, (6) integrating the affordable units amongst the market rate units, and (7) deed restriction requirements.

2.2 The distribution of the affordable housing units shall be in compliance with COAH's Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master and the Court.

2.3 The Affordable Housing Developer's obligations under this Agreement are contingent upon the Affordable Housing Developer obtaining all financing that it deems necessary to proceed with this project by way of Low Income Tax Credits and all other forms of financings that the Affordable Housing Developer seeks in its sole discretion

ARTICLE III - TOWNSHIP OBLIGATIONS

3.1 The Township agrees to work with the Affordable Housing Developer with respect to potentially provide available funds from the Township's Affordable Housing Trust Fund to the extent necessary.

3.2 The Township shall use its best efforts to cooperate with Developer in the development of the Property consistent with any approval obtained by Developer for the Property. Such cooperation shall include, but not be limited to, the prompt review and, if appropriate, approval, of any and/all agreements, applications and/or permits necessary for the development of the Property.

3.3 As part of the more formal agreement, which will be entered into pursuant to this MOU, the Township may be required to adopt a PILOT financial agreement for the development of the Property, pursuant to the authority of the "Long Term Tax Exemption Law," N.J.S.A. 40A:20-1 et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be properly executed, their corporate seals affixed and attested and this MOU to be effective as of the Effective Date.

Witness/Attest:



Name: MUZNA SHEIKH
Title: BOARD ASSISTANT SECRETARY

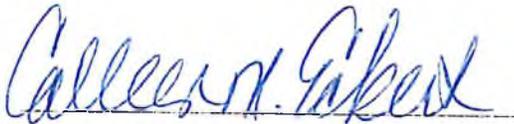
Dated: 10/10/17

VOLUNTEERS OF AMERICA, *Delaware Valley Inc*
LLC

By: *Daniel Lombardo* / CEO

Name: Daniel Lombardo
Title: President / CEO

Witness/Attest:



Dated: 10-2-17

TOWNSHIP OF BORDENTOWN

By:
as its MAYOR

By: *Stephen Benzert*
Mayor



Daniel L. Lombardo
President/CEO

Judy Donlen, RN, DNSc, JD
Board Chairperson

February 16, 2018

Frederick J. Turek, P.E., P.P., C.M.E., C.P.W.M.
Turek Consulting LLC
220 North Coles Avenue
Maple Shade, NJ 08052

**Re: Block 140.01, Lots 1.02 and 2.01, Bordentown Township
Affordable Family Housing Project**

Dear Mr. Turek:

Please allow this correspondence to confirm that VOADV Property Inc. has executed an Agreement of Sale with Bordentown Waterfront Community LLC to purchase the above-referenced parcels. VOADV Property Inc.'s plans to build 66 units of family affordable housing units on the site.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Owen McCabe', written over a light blue horizontal line.

Owen McCabe
Vice President of Acquisition and Development

Give. Hope.

Serving Central and Southern New Jersey, Southeastern Pennsylvania and Delaware

531 Market Street Camden, NJ 08102 • NJ Tel: 856-854-4660; 800-281-4354 • Fax: 856-854-0651
www.voadv.org

**PLANNING BOARD
TOWNSHIP OF BORDENTOWN**

**Application No.: PB-2018-0002
Resolution No.: P-2018-13**

ON THE APPLICATION OF VOADV PROPERTY, INC. FOR THE APPROVAL OF A PRELIMINARY MAJOR SITE PLAN APPLICATION WITH TWO BULK VARIANCES FOR THE PROPERTY IDENTIFIED ON THE TAX MAP OF THE TOWNSHIP OF BORDENTOWN AS BLOCK 140.1, LOTS 1.02 AND 2.01, MORE COMMONLY KNOWN AS RT. 130 & BURLINGTON ROAD

WHEREAS, Volunteers of America Delaware Valley, Inc./VOADV Property, Inc. (“the Applicant” or “VOADV”) has filed an Application for Preliminary Major Site Plan approval, which Application includes requests for variances or waivers from the following requirements: (A) from the requirement of the Waterfront Village Redevelopment Plan for a 15’ set-back for the space between the building face to the curb allow a 14.5’ setback for Building #1 and a 7.5’ setback for Building #2; (B) a variance from §25:410.E.1 of the Township Code, requiring a 40’ front yard setback requirement, so as to allow a 37’ setback for Building #1 and a 25.2’ setback for Building #2; (C) a variance as to the RSIS parking requirement to permit 67 spaces where 132 spaces are required under the RSIS; (D) as well as a request for a design waiver as to the size of the parking stalls to permit 9’ stalls where 12’ stalls are required by the Ordinance; and

WHEREAS, the property is located within the Waterfront Village Redevelopment Zone; and

WHEREAS, VOADV is seeking to construct an Affordable Housing project with 65 affordable units within two buildings. Each building is to be four stories in height with a mix of 1, 2, and 3 bedroom units with an additional unit for the residence of an on-site manager; and

WHEREAS, the Applicant sought several waivers from the submission requirements of the Township’s Ordinance. Specifically, the Applicant sought waivers as to: (a) a waiver from the submission requirement of a tree inventory (#46); (b) a waiver from the submission requirement of an Environmental Impact Statement (#64); (c) a waiver from the submission requirement of a Traffic Impact Study (#65); and (d) a waiver from the submission requirement of a Community Impact Statement (#66); and

WHEREAS, based upon the modifications noted on the record as agreed to by the Applicant and the testimony of the Applicant and the Board’s professionals as to several of the submission requirements having already been submitted as part of the Bordentown Waterfront Village Community Development, the Board determined to grant the submission waivers and modifications sought as set forth herein; and

WHEREAS, based upon the modifications and/or waivers noted as to the submissions required, the Board affirmatively found the Application to be complete and that the Board had jurisdiction to hear the Application; and

WHEREAS, the Board found that all jurisdictional requirements of the Bordentown Township Code (“Code”) have been satisfied and that all procedural requirements of the Code have been either satisfied or waived by the Board; and

WHEREAS, the Applicant submitted an affidavit of mailing and publication to the Board demonstrating that notice of the hearing on the application was provided in a manner which complies with the applicable notice requirements under the Municipal Land Use Law (“MLUL”); and

WHEREAS, the Board has considered the Application, the testimony presented, the documents presented and marked Exhibits into evidence, and considered the summary submitted by the Applicant’s counsel; and

WHEREAS, Matthew T. Wait, Esq. of DuBois, Sheehan, Hamilton, Levin & Weissman, LLC, having appeared on behalf of the Applicant at the hearing on the Application on June 14, 2018 and having filed the proof of service with the Clerk in advance of the hearing as required by the Township Code and the MLUL; and

WHEREAS, the Board has considered the recommendations and comments of its professional staff, namely the letter of June 5, 2018 by the Board’s Professional Planner, Jack Carman, PP, and the letter dated June 7, 2018 by the Board’s Professional Engineer, Frederick J. Turek, PE, and the comments and recommendations made by the Professionals at the hearing of this matter; and

WHEREAS, the Applicant submitted the testimony and reports of its Professional Engineer, Greg Domalewski, L.P.E., of Mid-Atlantic Engineering, in support thereof, whose testimony was accepted by the Board as an expert witness in the field of Professional Engineering, the details of which testimony is set forth below; and

WHEREAS, the Applicant submitted the testimony and reports of its Professional Architect, Daniel Nichols, A.I.A., in support thereof, whose testimony was accepted by the Board as an expert witness in the field of Architecture, the details of which testimony is set forth below; and

WHEREAS, the testimony and agreements to conditions made by the authorized representatives of the Applicant in support of the present Application having been made on the record, considered by the Board and are hereby incorporated as set forth herein; and

WHEREAS, the Board held a hearing on this application in one session on June 14, 2018, in which the Board reviewed the application and the waivers and variances sought, and found the application to be complete; and

WHEREAS, the Board held a hearing on this application in one session on June 14, 2018, in which the Board reviewed the application and the following documents, testimony and submissions were presented:

Section 1. Submissions and Testimony of Record at the Hearings. In reaching its decision, the Board relied on the submissions, exhibits, and witness testimony identified below:

a. *The Applicant's submissions:*

- Completed Application form with Major Site Plan, Stormwater Management Report, Schematic Design Elevations and Floor Plans, Traffic and Parking Statement; Phase I Environmental Report;

b. *Reports from Board professionals:* The Board considered the following reports from its Professionals in addition to their comments at the hearing:

- Review letter of June 5, 2018 from Design for Generations, LLC, Jack Carman, FASLA, LLA, PP.
- Review letters of June 7, 2018 from Turek Consulting, LLC, Frederick J. Turek, II, P.E., P.P., C.M.E.

c. *Exhibits marked and accepted into evidence during the public hearings:*

- Exhibit A-1: Midatlantic Full Size overview
- Exhibit A-2: Midatlantic 11x17 overview
- Exhibit A-3: Midatlantic Full Size zoomed in view
- Exhibit A-4: Midatlantic 11x17 zoomed in view
- Exhibit A-5: Midatlantic Full Size Alternate view
- Exhibit A-6: Midatlantic 11x17 Alternate view
- Exhibit A-7: Midatlantic Full Size Geometry Signage and Striping Plan 6/4
- Exhibit A-8: Midatlantic 11x17 Geometry Signage and Striping Plan 6/4

Exhibit A-9: Ragan - 11x17 Packet with multiple images and drawings.

d. *Testimony of the Witnesses:* The sworn testimony of the following witnesses was presented by the Applicant and considered by the Board:

Mr. Wait gave an overview of the Application, noting that the Application was for Preliminary Major Site Plan approval only, with requests for variances from the parking requirement and the building and other setback requirements as well as a request for a design waiver as to the size of the parking stalls. He also summarized the submission waivers sought by the Applicant. It was noted that the Application is part of the Township's Affordable Housing Matrix.

i. Owen McCabe, Vice President of Acquisitions and Land Development, testified as the authorized Representative of VOADV in support of the Application. He testified that VOADV is the regional chapter of Volunteers of America (VOA), a leading provider of affordable senior housing. Mr. McCabe described the proposed development, in which 65 affordable units would be built within two buildings. Each building is to be four stories in height, with a mix of 1, 2, and 3 bedroom units with an additional unit for the residence of an on-site manager for the site. He further testified that all units would be Deed restricted affordable housing for low to moderate income households. He further testified as to the number and types of bedrooms proposed for each building.

As to the request for a submission waivers sought, Mr. McCabe presented testimony as to the reasons for seeking relief from these submission requirements, noting that the Application was for Preliminary approval only. The Board's professionals testified that they had no objection to the request for submission waivers given that the Application is for Preliminary approval only and that certain aspects of the Impact Statements were addressed by the submission of the statements for the Waterfront Village Redevelopment application. The Board voted affirmatively to deem the application complete, based upon a finding to waive the submission of documents for items #46, 64-66 in the Application checklist.

Addressing the Application, Mr. McCabe testified that the property will be Deed-restricted as to income and there will be COAH compliance so that the Township will receive 65 affordable housing credits.

Mr. McCabe testified that the Applicant had previously provided the Planning Board with a parking analysis for other VOA affordable housing developments which he

described as similar developments and which he testified formed the basis for their parking comparisons and calculations as to the parking needs for the site. He further testified that the Applicant is seeking relief from the RSIS parking requirements of 1.3-1.5/space per unit. Mr. McCabe testified as to the revisions to the site without parking underneath the building, testifying that having parking underneath the building was not a feasible design; the usual height of a parking area as a ground-floor and the limited space due to the presence of columns would have impaired commercial trash hauling vehicles from accessing the area making removal of trash and recycling difficult. The Applicant agreed as a condition of approval to work with the Board's Planner on a design plan for trash and recycling which complies with the requirements for storage of those materials, but which is feasible within this design.

Mr. McCabe testified that no signage is proposed for the development. He also testified as to the description of the adjoining properties and access way; identified Exhibit A-1, which is a Colorized Site Plan with an Aerial View Rendering and testified as to the number of 1, 2, and 3-bedroom units in each of the two buildings, including that there was a total of 65 affordable units, that the on-site manager's unit is another 2 bedroom unit which does not count towards the affordable housing units.

Mr. McCabe also testified that the Applicant has had communications with the adjacent property owner, Quick Chek relating to site development. He testified that residents will be required to register vehicles with the on-site manager and provide proof of insurance; that the manager will issue a placard for display in the vehicle; and he responded to questions concerning parking and the use of the adjacent lot for off-site parking, which is currently under contract. He also testified as to the demographic characteristics of tenants, who were described as "empty nesters" who, in the experience of VOA at other similar developments and in their parking studies, have a less intense vehicle usage, thus requiring fewer parking spaces. Mr. McCabe also provided testimony as to the proposed bus stop, which is under County review and the light rail station.

ii. Greg Domalewski, P.E., Mid-Atlantic Engineering, testified for the Applicant, VOADV Property, Inc. ("VOADV"), summarizing the Site Plan design proposed, providing orientation of the site and surrounding properties. He introduced Exhibit A-2, a colorized

rendering. His testimony included a summary of the prior approvals of the other phases of the development, the reduction in density of the units per acre compared to prior approvals, which is less than the required density of 10 units per acre and described the proposed access drives. He also introduced Exhibit A-3, an enlarged colorized Site Plan rendering. Exhibit A-3 depicts the proposed buildings, with the “tot lot” and patio with a fence. He testified as to the use of a key fob for controlled access for residents only for this park.

Mr. Domalewski testified that described the variances sought and the design waiver and also testified as to the justifications for the variances and design waiver sought, including the positive and negative criteria. With respect to the variances sought, Mr. Domalewski testified that the Applicant is seeking a relief from the 15’ set-back requirement for the space between the building face to the curb allow a 14.5’ setback for Building #1 and a 7.5’ setback for Building #2. The Applicant is also seeking a variance from §25:410.E.1 of the Township Code, requiring a 40’ front yard setback so as to allow a 37’ setback for Building #1 and a 25.2’ setback for Building #2. The relief from the Building setback requirements would allow for more parking on site, which is a benefit to the site. The Applicant also agreed to work with the Board’s Planner as to the landscaping design, indicating the Applicant’s willingness to enhance the overall design.

Mr. Domalewski testified that a design waiver was being sought as to the size of the parking stalls to permit 9’ stalls where 12’ stalls are required by the Ordinance. He testified that the proposed size is still large enough to meet the NJ Barrier Free design requirement of an 8’ wide space with a five foot wide access area, but the revised design provides some flexibility for placement of parking. He testified as to the parking requirements, that under the RSIS, 132 spaces would be required while the design plan provides 67 spaces. He testified that the justification for granting the variance is that the Applicant is providing for 100 off-site parking spaces, which will provide access to parking for this site as well as the Transit Village, such that a shared parking arrangement reduces impervious coverage on the site.

Mr. Domalewski also testified as to the 2 dumpster enclosures, that trash and recycling would be hauled by a private hauler, that there is an internal trash shoot for disposal. He testified as to the site elevation being between 13-21 feet, that the site was designed to be consistent with ADA accessibility requirements; that the design sought to reduce impervious

coverage to meet storm-water management design standards; that the surface basin was reconfigured with 8' walls and a sand bottom which does not stay wet. Hel also testified as to the landscape design which has an array of trees, shrubs, and groundcover for the proposed buffer. There was testimony in which the Applicant agreed, as a condition of approval to work with the developer or owner of the adjacent Quick Check site to coordinate a uniform design of the buffer for a continuity in the appearance of the landscaped buffer along the two properties. Mr. Domalewski testified regarding the Lighting Plan proposed, testifying that the lights did not exceed the maximum 18.5' mounting height; that the Applicant agreed, as a condition of approval to work with the developer or owner of the adjacent Quick Check site to coordinate a continuous style of lighting for a uniform appearance on the two sites.

Mr. Domalewski also testified as to the proposed drive aisle and alternate designs for the drive aisle. He introduced Exhibits A-4, an 11" x 17" copy of Exhibit A-3; A-5, an Alternate drive sketch with reconfigured drives; and A-6, an 11" x 17" copy of Exhibit A-5 and described the purpose of the revisions, namely to provide for a better flow of traffic, to eliminate drives going to the west side of the Quick Chek property which would eliminate cars going towards the fueling area. He also testified that the revised drive aisle design from Building 1 to Building 2 provides for an 18' drive aisle, which results in the loss of three parking spaces, and that the landscape plan was revised. He introduced Exhibits A-7, a Black & White rendering of the Revisions to the Geometry for Signs and Striping, and A-8, which is also a rendering of the Revisions to the Geometry for Signs and Striping, 11" x 17" and described the variance and waiver relief requested. There were comments by the Board's professionals concerning the potential for banking of off-site parking. It was noted that other developers may need the

additional parking spaces and that the issue could be reviewed at the time of the Final Site Plan review.

iii. Mr. McCabe testified again as to the representation that the Applicant will address certain design features in the future at the time of Final Site plan review, namely, that the Applicant will consolidate the lots; will provide details for access and utility easements. He also testified as to the recreation on site, will have a playground for Building #2; that the area will incorporate the use of recycled materials; that the Applicant agreed to work with the Board's Planner on the connectivity of the sidewalk to the building and sidewalks for outdoor areas, including for a patio area. Mr. McCabe described the club room and gym equipment on site.

iv. Daniel Nichols, A.I.A., of Ragan Design Group testified on behalf of the Applicant as to the architectural renderings and design features. Mr. Nichols introduced Exhibit A-9, Elevation Renderings, and testified as to the design, floor plans, lay out of units in Buildings 1 and 2. Mr. Nichols testified as to the trash collection which is collected from residents through a trash shoot with the depository within the building, so that trash is collected directly into the dumpster and then is rolled out to the area for collection by the private hauler. There will also be collection of recyclable materials on site. In his testimony, he described the placement of the HVAC units on Building #1 with an equipment screen with vents on the 2nd floor. He testified that Building #2 faces Route 130 and described the placement of the HVAC equipment on the 3rd floor, which would be recessed into the building. Mr. Nichols further testified as to the numbers of units, floor plan, the design of the exterior with some small "Juliet" balconies but no full balconies; and testified that the design mirrors the Phase I Waterfront Village Development.

e. *Public Comment.* None.

f. Comments and Recommendations of the Board's Professionals and revisions agreed to by the Applicant:

Based upon the comments and recommendations of the Board's Professionals, the Applicant's representatives testified that the following revisions were agreed to by the Applicant, which modifications were considered by the Board as material factors in making its decision:

1. The Applicant acknowledged receipt of the reports/memos cited above by the Board's Planner and the Board's Engineer and agreed to make and comply with all changes to the plans as recommended therein and as stated at the hearing. Specifically, the Applicant agreed to incorporate certain specific changes as cited in testimony at the hearing and also the comments which were noted on the Board's Engineer's Review Letter of June 7, 2018 relating to additional plan notes, design revisions and additional submissions consistent with Mr. Turek's General Comments #2, 4, 6, 10, 12-14, 17-19) and the Board's Planner's report letter of June 5, 2018 (Site Plan Design # 2-8; Parking/Circulation #5, 6, 8, 9; Landscape Comments # 1, 3, and 5-12; Lighting #4; Architecture # 3).

2. The Applicant agreed that as a condition to approval, there would be a 30-year Deed-restriction on the property's units with an annual income limit based on HUD income level charts which are established by HUD annually and that the Applicant will comply with these restrictions in order to maintain its tax credits as well as for COAH compliance for affordable housing credits for the Township.

3. The Applicant agreed to provide a copy of the maintenance and operation manual as part of their Application which addresses snow and ice removal, snow plowing and general maintenance.

4. The Applicant agreed, as a condition of approval to work with the developer or owner of the adjacent QuickChek site to coordinate a uniform design of the buffer for a continuity in the appearance of the buffer along the two properties.

5. With respect to the Lighting Plan proposed, the Applicant agreed, as a condition of approval to work with the developer or owner of the adjacent QuickChek site to coordinate a continuous style of lighting for a uniform appearance for lighting styles on the two sites.

6. The Applicant agreed to work with the Board's Planner on the connectivity of the sidewalk to the building and sidewalks for outdoor areas, including for a patio area.

7. The Applicant agreed as a condition of approval to work with the Board's Planner on a design plan for trash and recycling which complies with the requirements for storage of those materials, but which is feasible within this design.

Section 2. Findings of Fact and Conclusions; Determination.

WHEREAS, the Board has made the following findings of fact and conclusions:

1. The Applicant, VOADV Property, Inc., has filed an Application for a Preliminary Major Site Plan approval, which includes a request for the following relief: (A) the requirement of a 15' set-back for the space between the building face to the curb allow a 14.5'

setback for Building #1 and a 7.5' setback for Building #2; (B) a variance from §25:410.E.1 of the Township Code requiring a 40' front yard setback so as to allow a 37' setback for Building #1 and a 25.2' setback for Building #2; and also a variance as to the parking requirement to permit 67 spaces where 132 spaces are required under the RSIS; as well as a request for a design waiver as to the size of the parking stalls to permit 9' stalls where 12' stalls are required by the Ordinance.

2. The Board found that the Applicant submitted an affidavit of mailing and publication to the Board demonstrating that notice of the hearing on the Application was provided in a manner which complies with the applicable notice requirements under the Municipal Land Use Law ("MLUL");

3. The Applicant's request for waivers from the Township's submission requirements as to items #46 and #64-66 on the Application checklist was granted and the Application was deemed complete by the Board by affirmative vote taken on at the hearing of the matter.

4. The Application was heard in one session, on June 14, 2018, at which time, the Board heard testimony and considered certain proposed changes and conditions for approval which were suggested by the Board's professionals and which were accepted by the authorized representatives of the Applicant.

5. The Board found that all requirements necessary to grant Approval for the Preliminary Major Site Plan, subject to the findings of fact, conclusions, and conditions as cited herein above at items # 1-8 of Subsection 1f. (Comments and Recommendations of the Board's Professionals and revisions agreed to by the Applicant) which are incorporated herein and expressly made conditions to approval.

6. The Board found that the Applicant has met the burden of proof for approval of the Preliminary Major Site Plan, based upon the factual findings cited herein, the modifications and conditions agreed to by the Applicant and the findings of fact by the Board.

7. The Board finds from the record of this Application that the variance relief requested, in the form of the setback variances was supported by competent and persuasive testimony and that the Applicant met the burden of proof as to the variance relief sought.

Specifically, the Board finds that: (A) the setback relief sought as to the distance from the building to the curb for Building # 2 of .5' feet is *de minimis* relief but also that the relief sought as to the distance from the building to the curb for Building # 2 and Building #1 to permit a setback of 7.5' feet where 15 ft. is required is justified by the positives in terms of the enhanced circulation and parking and the Applicant's agreement to make enhancements and connectivity to the landscape design; (B) with respect to the relief sought from the 40' front yard setback requirements to allow a 37' setback for Building #1 and a 25.2' setback for Building #2, the relief sought is justified by the positives in terms of the enhanced circulation and parking and the Applicant's agreement to make enhancements and connectivity to the landscape design; (C) with respect to the request for a variance as to the parking requirements of the RSIS to permit 67 spaces where 132 spaces are required under the RSIS, that the request was justified by competent testimony in that the demonstrated demand for parking in similar developments is much less than other residential developments and that the Applicant has demonstrated the ability to have access to 75 of 100 parking spaces being developed off-site, and that there is a benefit from the reduction of impervious coverage; and (D) with respect to the request for a design waiver as to the size of the parking stalls to permit 9' stalls where 12' stalls are required by the Ordinance, that the relief requested is reasonable, that the relief requested will not adversely impact ADA compliance or accessibility.

8. The Board further finds based upon the totality of the testimony presented and the record of the proceedings that the purposes of the MLUL would be advanced by the requested deviation from the requirements of the Township's Ordinance and the Redevelopment Plan; that the benefits of the deviation would substantially outweigh any detriment, and such that good cause exists for the grant of a variance under the record in this instance. The Board also

finds based upon the totality of the testimony presented and the record of the proceedings, that the variance relief sought can be granted without substantial detriment to the public good. The Board further finds based upon the totality of the testimony presented that granting the variance relief requested will not impair the intent or purpose of the Township zone plan or zoning Ordinance and is consistent with the goals and intent of the Redevelopment Plan for this area. The Board also finds that the purposes of the MLUL will be furthered by granting the relief in that doing so will advance creative development and further the specific goal of the Township in meeting its obligation to provide access to Affordable Housing, in particular, with respect to this proposed design with various recreational and wellness opportunities within the Township, all of which is of benefit to the public.

NOW THEREFORE, BE IT RESOLVED BY the Planning Board for Bordentown Township, County of Burlington, and State of New Jersey as follows:

1. The Application of VOADV for approval of a Preliminary Major Site Plan, as set forth in the Application submitted and as testified to at the hearing on this Application is hereby GRANTED subject to the conditions and modifications as set forth herein and as testified to at the hearing on the Application;

2. The Application for “C” variance relief is hereby GRANTED as follows: (A) relief from the requirement of the Waterfront Village Redevelopment Plan to have a 15’ setback for the space between the building face to the curb so as to allow a 14.5’ setback for Building #1 and a 7.5’ setback for Building #2; (B) a variance from the 40’ front yard setback requirement to allow a 37’ setback for Building #1 and a 25.2’ setback for Building #2; (C) relief from the RSIS parking requirement to permit 67 spaces where 132 spaces are required under the RSIS;

3. The request for a design waiver as to the size of the parking stalls to permit 9' stalls where 12' stalls are required by the Ordinance is also GRANTED; and

It is FURTHER RESOLVED THAT:

The approval of the relief sought in this Application is granted subject to the following additional conditions:

A. *Professional's Review letters.* Except as noted elsewhere within this Resolution, the Applicant has agreed to comply with the terms and conditions of (1) the Board's Planner's Review letter of June 5, 2018 submitted by the Board's Planner during the review process and (2) the Board's Engineer's Review letters of June 7, 2018 submitted by the Board's Engineer during the review process, except as otherwise noted in testimony at the hearing and as set forth herein. Such terms and conditions remain in full force and effect unless waived or modified by other provisions of this Resolution, including, but not limited to, the agreed upon changes to the building setback, reduction in the number of parking spaces, and the size of the parking stalls.

B. *Compliance with local code standards.* As a condition to this approval applicant is required to comply with its inspection fee and the escrow agreement with Bordentown Township. No plan shall be processed and no permit issued unless and until all outstanding professional fees and taxes are paid and an appropriate escrow created to pay for future sums due. The Applicant agrees to promptly pay any professional staff fees billed, in excess of the required application escrows, or file a written protest with the City Business Administrator within seven (7) days of receipt of a final voucher from the City.

C. *Representations made at public hearing.* The Applicant has submitted certain plans, drawings, depictions and other tangible things or documents which were accepted

by the Planning Board as part of its application. Further, its representatives and/or witnesses have made certain representations, provided testimony, agreed to modifications to the plans, drawing and other features, all of which were made at the public hearings and all of which has been relied upon by the Planning Board in making its findings and determinations. Should there be any material deviation from said documents, plans, representations, agreements made, testimony, modifications agreed to or from any conditions contained herein and/or otherwise agreed to, then the failure to comply with those representations, changes and/or agreements shall be deemed a violation of the approvals granted and the Planning Board may, upon notice to the Applicant and an opportunity to be heard, elect to rescind its approval.

D. *Other approvals required.* The Applicant shall obtain the required permits noted from any other County, State or municipal agency having jurisdiction over the application as is required under law unless specifically and otherwise expressly waived, including NJ DEP, NJ Transit, the Burlington County Planning Board, Burlington County Soil Conservation District, NJ DOT, City of Bordentown Water Company, Bordentown Sewer Authority, and the Burlington County Engineer.

E. *Project to be constructed in accordance with testimony and plans submitted and in accordance with applicable Code requirements.* Any improvement(s) to be constructed as a result of the Board approving this application shall be constructed and operated in full compliance with the Uniform Construction Code, the Code, the Revised Statutes of the State of New Jersey, and any other applicable state, county, and/or federal law. The Applicant is responsible for obtaining all zoning and/or building permits and approvals necessary to construct the project/development and the various improvements. The Applicant shall obtain all required approvals from any other county, state, or municipal agency having jurisdiction over the

application. The buildings are to be constructed and/or renovated so as to comply with applicable requirements as to accessibility, including ADA, as a condition for this approval.

F. *Conditions of Approval are binding upon the Applicant and its successors, if any.* These General Conditions of Approval, and any additional conditions of approval, if any, shall be binding upon the applicant, the owner, and any successors and/or assigns of them. Similarly, all other conditions of the Preliminary Approval which have not been previously satisfied remain conditions of the site Plan approval except as specifically removed or modified as stated herein.

ROLL CALL ON THE MOTION: On June 14, 2018:

Yes - 9 No - 0 Absent - 1 Abstain - 0 Not Voting - 1 (Recusal)

Benowitz, Mayor Yes
Holliday, Committeeman Yes
Esser (Recusal) Not Voting
Grayson Yes
Popko Yes
D'Angelo (Alt. #2) Absent

Chidley, Chairman Yes
Hirschfeld, Vice-Chairman Yes
Fairlie Yes
Grybowski Yes
Nyzio (Alt. #1) Yes

ROLL CALL ON MEMORIALIZATION: On July 12, 2018:

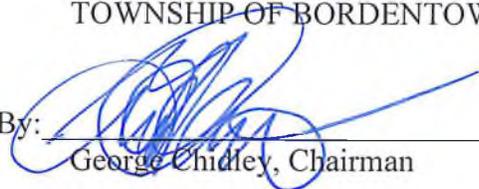
Yes - 6 No - 0 Absent - 3 Abstain - 1 Not Voting - 1 (Recusal)

Benowitz, Mayor *yes*
Holliday, Committeeman *Absent*
Esser (Recusal) *Not Voting*
Grayson *yes*
Popko *yes*
D'Angelo (Alt. #2) *Abstain*

Chidley, Chairman *yes*
Hirschfeld, Vice-Chairman *yes*
Fairlie *yes*
Grybowski *Absent*
Nyzio (Alt. #1) *Absent*

PLANNING BOARD OF THE
TOWNSHIP OF BORDENTOWN

Dated: 7-12-2018

By: 
George Chidley, Chairman

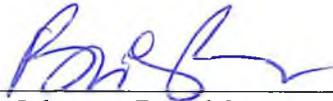
ATTEST:



Brian Johnson, Board Secretary

CERTIFICATION

The undersigned, Secretary of the TOWNSHIP OF BORDENTOWN Planning Board, does hereby certify that the foregoing Resolution was adopted by said Board at its meeting held on July 12, 2018. This Resolution memorializes the formal action taken by the Board at its regular meeting held on June 14, 2018.



Brian Johnson, Board Secretary

Anticipated Construction Schedule for VOA II

PROJECT DEVELOPMENT SCHEDULE Month/Year

<u>Preliminary Site Plan Approval</u>	<u>06/18</u>
<u>Final Site Plan Approval</u>	<u>03/20</u>
<u>Local, County and/or State Planning and Variance Approvals</u>	<u>03/20</u>
<u>Local, County and/or State Environmental Approvals</u>	<u>03/20</u>
<u>Closing and Transfer of Property</u>	<u>07/20</u>
<u>Construction Start</u>	<u>07/20</u>
<u>Construction Completion</u>	<u>07/21</u>
<u>Lease-Up</u>	<u>02/22</u>
<u>Expenditure of 10% of Reasonably Expected Basis</u>	<u>07/20</u>
<u>Anticipated Placed in Service Date</u>	<u>07/21</u>
<u>Anticipated Completion of Rent-Up</u>	<u>02/22</u>
<u>Anticipated Start of Compliance Period</u>	<u>02/22</u>

Proposed Pro Forma for VOAll

Total No. of Units: 66

Project's Total Sq. Ft.: 72,200
Date: 06/28/19

Financial Information:

					% of Total Devel Costs
Acquisition (all fees included)	\$750,000	\$11,364 /DU	\$10 /SF		4.26%
Construction Costs (include. Contr. Fees)	\$11,074,310	\$167,793 /DU	\$153 /SF		62.85%
Contingencies	\$642,836	\$9,740 /DU	\$9 /SF		3.65%
Developer's Fee	\$2,000,000	\$30,303 /DU	\$28 /SF		11.35%
Professional Fees	\$632,500	\$9,583 /DU	\$9 /SF		3.59%
Carrying and Financing Costs	\$1,545,521	\$23,417 /DU	\$21 /SF		8.77%
Other Costs	<u>\$975,761</u>	\$14,784 /DU	\$14 /SF		5.54%
TOTAL DEVELOPMENT COST	\$17,620,928	\$266,984 /DU	\$244 /SF		100.00%

LESS PROPOSED SOURCES

HMFA First Mortgage, Note I	\$1,376,471	\$20,856 /DU	
Note II (if applicable)		\$0 /DU	
Special Needs (if applicable)		\$0 /DU	
<i>Township Funds</i>		\$0 /DU	
<i>/Balance Housings></i>	\$750,000	\$11,364 /DU	
Small Rental Subsidy Loan		\$0 /DU	
LIHTC Equity	\$13,949,270	\$211,353 /DU	
HOPE VI Funds (if applicable)		\$0 /DU	
Deferred Developer Fee	\$895,187	\$13,563 /DU	
Additional VOADV Equity	\$650,000	\$9,848 /DU	
		\$0 /DU	
TOTAL PROPOSED SOURCES	\$17,620,928	\$266,984	

APPENDIX L

Existing Supportive and Special Needs Housing

- 3 Berkshire Court
- 12 Lancaster Court
- 5 Independence Drive
- 141 Old York Road

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Bordentown County: Burlington
 Sponsor: OAS Integrated Care Developer: _____
 Block: 9206 Lot: 22.035 Street _____
 Address: 3 Berkshire Ct. Bordentown, NJ
 Facility Name: _____

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input checked="" type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other -- Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing -- Amount \$ _____</p> <p><input type="checkbox"/> HUD -- Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank -- Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration -- Amount \$ _____</p> <p><input type="checkbox"/> Development fees -- Amount \$ _____</p> <p><input type="checkbox"/> Bank financing -- Amount \$ _____</p> <p><input checked="" type="checkbox"/> Other -- Please specify: <u>MSHA</u></p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: _____</p> <p>Very low-income clients/households <u>2</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: ___/___/___</p> <p>Expiration Date of Controls: ___/___/___</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input checked="" type="checkbox"/> CO Date: <u>3/29/11</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: ___/___/___</p> <p>Current License Date: ___/___/___</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ <u>No</u> Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <u>Yes</u> ___ No</p> <p>Population Served (describe): <u>Special needs</u></p> <p>Age-restricted? ___ Yes ___ <u>No</u></p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	



Section 10: Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: *Shirley MacQueen* *7-13-17*
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The following information with respect to 3 Berkshire Ct., Township of Bordentown, Burlington County, New Jersey (the "Project"), is being provided by Family Service of Burlington County, Inc. pursuant to that certain Supplemental Tax Certificate dated as of September 1, 2010 (the "Supplemental Tax Certificate") with respect to the Project:

1. The project has two (2) single room occupancy units available for occupancy.
2. The Borrower has obtained an "Income Computation and Certification" in the form provided as Exhibit D to the Supplemental Tax Certificate, from each Tenant in the unit(s) listed below, the income stated therein has been verified as required by the Supplemental Tax Certificate and each such Certificate is being maintained by the Borrower in its records with respect to the Project.
3. None of the units listed below as occupied by Lower Income Tenants have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes.
4. The 60% Income Limit as of May 14, 2010 for a family consisting of one person is \$32,940.
5. The following residential units are occupied by Lower-Income Tenants based on the information set forth below:

Unit Number	Family Size	Family Income	Date of Initial Occupancy (or date of most recent income certification)
(1)	1	\$2,520	8/25/10
(2)	1	\$2,520	8/25/10

6. Unit number(s) _____ are currently vacant and are being held for occupancy by Lower Income Tenants. NOT APPLICABLE

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Bordentown County: Burlington
 Sponsor: CRS Integrated Care Developer: _____
 Block: 92 Lot: 22,35 Street _____
 Address: 12 Lancaster Court Bordentown, NJ
 Facility Name: _____

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Institutionalized Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input checked="" type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input checked="" type="checkbox"/> Other – Please specify: <u>NJEDA</u></p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: _____</p> <p>Very low-income clients/households <input checked="" type="checkbox"/> _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: __/__/__</p> <p>Expiration Date of Controls: __/__/__</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input checked="" type="checkbox"/> CO Date: <u>3/21/11</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ <u>(No)</u> Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): <u>Special Needs</u></p> <p>Age-restricted? ___ Yes ___ <u>(No)</u></p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	



Section 10: Affirmative Marketing Strategy (check all that apply):
<input type="checkbox"/> DDD/DMHS/DHSS waiting list
<input type="checkbox"/> Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Shirley MacNee 7-13-17
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The following information with respect to 12 Lancaster Ct., Township of Bordentown, Burlington County, New Jersey (the "Project"), is being provided by Family Service of Burlington County, Inc. pursuant to that certain Supplemental Tax Certificate dated as of September 1, 2010 (the "Supplemental Tax Certificate") with respect to the Project:

1. The project has two (2) single room occupancy units available for occupancy.
2. The Borrower has obtained an "Income Computation and Certification" in the form provided as Exhibit D to the Supplemental Tax Certificate, from each Tenant in the unit(s) listed below, the income stated therein has been verified as required by the Supplemental Tax Certificate and each such Certificate is being maintained by the Borrower in its records with respect to the Project.
3. None of the units listed below as occupied by Lower Income Tenants have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes.
4. The 60% Income Limit as of May 14, 2010 for a family consisting of one person is \$32,940.
5. The following residential units are occupied by Lower-Income Tenants based on the information set forth below:

Unit Number	Family Size	Family Income	Date of Initial Occupancy (or date of most recent income certification)
(1)	1	\$2,520	8/24/10
(2)	1	\$8,700	8/24/10

6. Unit number(s) _____ are currently vacant and are being held for occupancy by Lower Income Tenants. NOT APPLICABLE

FAMILY SERVICE OF BURLINGTON COUNTY, NEW JERSEY
770 Woodlane Rd.
Mount Holly, NJ 08046

August 25, 2010

New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625

Wolff & Samson PC
One Boland Drive
West Orange, New Jersey 07052

Re: New Jersey Economic Development Authority
\$4,675,000 Revenue Bond
(Family Service - 2010 Project) (the "Bonds")

To Whom it May Concern:

This certificate is furnished to: (i) the New Jersey Economic Development Authority (the "Authority") in its capacity as issuer of the bonds described above (the "Bonds") and (ii) Wolff & Samson PC, Esqs., in their capacity as Bond Counsel, for purposes of rendering their opinion as to the exclusion of the interest on the Bonds from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

The undersigned is the President and Chief Executive Officer of Family Service of Burlington County, New Jersey, a not-for-profit corporation organized and existing under the laws of the State of New Jersey (the "Borrower"), and as such is familiar with the business, assets, operations and properties of the Borrower, including the "Project" (as defined below), and all companies, organizations or enterprises in which the Borrower has any interest ("affiliates").

The undersigned has examined a copy of the Bond Agreement dated as of August 1, 2010 (the "Agreement"), among the Authority, the Borrower and TD Bank, National Association (the "Purchaser"), and various records of the Borrower. The undersigned and other representatives of the Borrower have consulted and have been advised by Capehart & Scatchard, P.A. and such other persons as we deem necessary as to the appropriate interpretation of the definitions in Sections 103 and 141-150 of the Code and the Regulations promulgated thereunder.

The subject matter of such consultation included but was not limited to the requisite and appropriate scope, extent, method and manner of the examination and investigation of the records of the Borrower and other facts regarding the matters herein expressed and the

undersigned believes, based on such consultation and such investigation and examination, that the Borrower has made such examination and investigation as is necessary to certify to the information expressed herein and to declare the statements and certificates made and information given by the Authority in connection with this transaction to be true and correct, including, but not limited to IRS Form 8038. All capitalized terms not otherwise defined herein shall have the meaning given thereto in the Agreement.

Based on the foregoing examination and investigation, the undersigned DOES HEREBY CERTIFY AND DECLARE as follows:

1. The undersigned reasonably expects that all of the Bond Proceeds will be fully expended for refinancing existing debt of the Borrower, which was used to finance costs related to the acquisition of and improvements to approximately 40 parcels of land and the improvements on such parcels (the "Project Facilities"), in order to provide supportive residential housing for individuals with mental illness or a developmental disability located in the various municipalities in the Counties of Burlington, Camden and Gloucester of the State of New Jersey as set forth in the Authority's Bond Resolution adopted June 8, 2010 and to pay the costs related to the issuance of the Bonds (the "Project"). Such proceeds will be applied as set forth in Exhibit A hereto.

2. The Borrower's Tax Identification Number is 23-7048397. The Borrower's North American Industry Classification System (NAICS) number applicable to the Project is: 624190.

3. As set forth on Exhibit C hereto, the reasonably expected economic life of the facilities being refinanced with the proceeds of the Bonds, within the meaning of Section 147(b) of the Code, is in excess of 20 years.

4. The Average Maturity of the Bonds (in years), within the meaning of Section 147(b) of the Code, is not greater than 20 years, accordingly the Average Maturity of the Bonds does not exceed 120 percent of the Average Economic Life of the assets to be refinanced with the proceeds of the Bonds, within the meaning of Section 147(b) of the Code.

5. The information contained in the Arbitrage Certificate of the Borrower, in the form provided by Bond Counsel and attached hereto as Exhibit B, is true, accurate and complete.

6. The Borrower will not use an amount of proceeds of the Bonds in excess of 2% of the aggregate initial offering price of the Bonds (exclusive of accrued interest) to pay costs of issuance of the Bonds.

7. The Borrower represents and warrants that the Borrower is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey. The Borrower further represents and warrants that the Borrower is an organization described in Section 501(c)(3) of the Code; has received a letter from the Internal Revenue Service to that effect; such letter has not been modified, limited or revoked; the Borrower is in compliance with all terms, conditions, and limitations, if any, contained in such letter applicable to it; there have been no changes in the facts and circumstances which form the basis of such

letter as represented to the Internal Revenue Service that would cause the Borrower to lose its federal income status under Section 501(c)(3) of the Code; the Borrower is exempt from federal income taxes under Section 501(a) and Section 501(c)(3) of the Code; and the Borrower shall use the proceeds of the Bonds to further the Borrower's exempt purpose. The Borrower agrees that it shall not perform or cause to be performed any acts or enter into any agreement which shall adversely affect such federal income tax status of the Borrower nor shall the Borrower carry on or permit to be carried on in the Project Facilities or permit the Project Facilities to be used in or for any trade or business if such activity would cause the Borrower to lose its federal income tax status under Section 501(c)(3) of the Code. The Borrower understands and acknowledges that a change in the federal income tax status of the Borrower at any time that the Bonds remain outstanding may result in (i) the inclusion of the interest paid on the Bonds in the gross income of the owners of the Bonds for federal income tax purposes, and (ii) the disallowance of income tax deductions for interest paid on the Bonds by the person who may pay such interest.

8. No portion of the Bond Proceeds is being used to provide any airplane, skybox (or other personal luxury box), facility primarily used for gambling, or store whose principal business is the sale of alcoholic beverages for consumption off-premises. The allocable portion of the facilities being financed or refinanced with the proceeds of the Bonds is not, and shall at no time, be used for sectarian instruction or religious worship.

9. The \$150,000 limitation imposed by Section 145 of the Code upon the issuance of non-hospital bonds for any Test Period Beneficiary is not applicable to the Bonds.

10. The proceeds of the Bonds shall be used solely to pay (i) issuance costs of the Bonds, including, without limitation, certain attorneys' fees, printing costs, initial Escrow Agent's fees and similar expenses, which shall at no time exceed two per centum (2%) of the face amount of the Bonds; (ii) amounts necessary to pay off the principal amount of the Prior Loans or an expenditure for the Project paid and incurred after the date which is sixty days prior to June 8, 2010, used for (A) the acquisition or improvement of land or the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation or (B) to redeem part or all of the principal amount of prior loans 100% of the proceeds of which were issued for purposes described in subparagraph (A) or this subparagraph; or (iii) expenditures for the Project which, after taking into account all expenditures under (i) above, will not result in more than five per centum (5%) of the Net Proceeds being expended for expenditures other than those referred to in (ii) above.

11. All of the property being financed or refinanced with the proceeds of the Bonds is owned by the Borrower. The Borrower presently expects to operate the Project Facilities as residential rental housing units for individuals with mental illness or developmental disabilities until payment of the Bonds. The Borrower understands that Section 145 of the Code requires that the use of the rental housing units must meet the requirements of Section 142(d) of the Code. The Borrower understands and acknowledges that a change in the use of the Project Facilities such that the Bonds would cease to be "qualified 501(c)(3) bonds" (within the meaning of Section 145 of the Code) at any time that the Bonds remain outstanding may result in (i) the inclusion of the interest paid on the Bonds in the gross income of the owners of the Bonds for

federal income tax purposes, and (ii) the disallowance of income tax deductions for interest paid on the Bonds by the person making the nonqualified use of the Project Facilities or by any other person who may pay such interest. Accordingly, the Borrower will neither (i) materially alter the operation of the Project Facilities without the prior written consent of the Authority and the Purchaser, nor (ii) cause a change in the use of the Project Facilities such that the Bonds would cease to be "qualified 501(c)(3) bond" (within the meaning of Section 145 of the Code)

12. (A) The Borrower represents and warrants that the Project Facilities are or will be owned by the Borrower or a state or local governmental unit and will not be leased to or owned by any person or entity (including the federal government) who is not a 501(c)(3) organization or a state or local governmental unit. The Borrower does not expect that the Project Facilities will be sold or otherwise disposed of in whole or in part prior to the last maturity date of the Bonds.

(B) For purposes of this Section 12, "Net Proceeds" means the amount equal to the principal amount of the Bonds increased by earnings, if any, expected to be derived from the temporary investment of bond proceeds during the period beginning on the issue date and ending on the date that the Project Facilities are placed in service, less amounts invested in a reasonably required reserve or replacement fund.

(C) The Borrower represents and warrants that (1) the aggregate amount of proceeds of the Bonds used in a Private Use (as hereinafter defined) will not exceed five percent (5%) of the Net Proceeds, and (2) the payment of the principal of, or interest on, not more than five percent (5%) of the Net Proceeds of the Bonds will be, during the term of the Bonds, and under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Use or by payments in respect of property used or to be used for a Private Use, or will be derived from payments, whether or not to the Authority, in respect of property or borrowed money used or to be used for a Private Use, all within the meaning of Regulations Sections 1.141-1 et seq., as modified by Regulations Sections 1.145-1 et seq.

(D) For purposes of this Section 12, a "Private Use" of Net Proceeds means a use thereof directly or indirectly in a trade or business carried on by a natural person, or in any activity carried on by a person other than a natural person, excluding use by the Borrower in its exempt activities (i.e., excluding use by the Borrower in its activities that do not constitute unrelated trades or businesses under Code Section 513(a)), use by a state or local governmental unit, and use as a member of the general public. A "Private Use" includes the use of proceeds of the Bonds to pay costs of issuance of the Bonds. A "Private Use" consists of ownership or leasing of the Project Facilities or any contract or other arrangement, including, without limitation, leases, management contracts, incentive payment contracts, guarantee contracts, take or pay contracts, or put or pay contracts, which provides for an actual or beneficial use of the Project Facilities by a person or persons (including the federal government) who are not the Borrower or any state or local government on a basis different from the general public or pursuant to which such person or persons have special legal entitlements to use the financed property, except for certain permitted arrangements ("management contracts") hereinafter described. The Borrower shall not enter into any service contracts with any person or persons

who are not state or local governmental persons for services to be provided with respect to the Project Facilities, except with respect to any such permitted management contract. For the purposes hereof, “management contract” means a management, service, or incentive payment contract between a qualified user and a service provider under which the service provider provides services involving all, a portion of, or any function of, a facility. “Qualified user” includes the Borrower and any state or local governmental unit or an instrumentality thereof. “Service provider” means any person other than a qualified user that provides services under a contract to, or for the benefit of, a qualified user.

The following arrangements are not treated as management contracts that give rise to Private Use: contracts for services that are solely incidental to the primary exempt function of the financed facility, e.g., contracts of janitorial services, office equipment repair, or similar services, and a contract to provide for services if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties.

General rules concerning permissible management contracts include the following: (1) The compensation paid to the service provider must be reasonable and no compensation may be based, in whole or in part, on a share of net profits from the operation of the facility; reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties is not by itself treated as compensation. (2) Compensation based on (A)(i) a percentage of gross revenues or adjusted gross revenues (as defined below) of a facility or (ii) a percentage of expenses from a facility, but not both, (B) a capitation fee (as defined below), or (C) a per-unit fee (as defined below) is generally not considered to be based on a share of net profits. (3) A productivity reward equal to a stated dollar amount based on increases or decreases in gross revenues (or adjusted gross revenues), or reductions in total expenses (but not both increases in gross revenues (or adjusted gross revenues) and reductions in total expenses) in any annual period during the term of the contract, generally does not cause the compensation to be based on a share of net profits. "Adjusted gross revenues" means gross revenues of all or a portion of a facility, less allowances for bad debts and contractual and similar allowances. (4) If the compensation arrangements of a management contract are materially revised, the requirements for compensation arrangements are retested as of the date of the material revision and the management contract is treated as one that was newly entered into as of the date of the material revision.

Permissible management contracts include the following:

(i) Ninety-five percent (95%) periodic fixed fee arrangements, wherein at least ninety-five percent (95%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. A “periodic fixed fee” means a stated dollar amount for services rendered for a specified period of time; the stated dollar amount may automatically increase according to a specified objective external standard that is not linked to the output or efficiency of a facility, e.g., the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards. Capitation fees and per-unit fees are not periodic fixed fees. A fee shall not fail to qualify as a periodic fixed fee as a result of a one-time incentive

award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is a single stated dollar amount. The term of the contract, including all renewal options, must not exceed the lesser of eighty percent (80%) of the reasonably expected useful life of the financed property and fifteen (15) years.

(ii) Eighty percent (80%) periodic fixed fee arrangements, wherein at least eighty percent (80%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. The rules pertaining to periodic fixed fees set forth in paragraph (i) above apply to this paragraph (ii) as well. The term of the contract, including all renewal options, must not exceed the lesser of eighty percent (80%) of the reasonably expected useful life of the financed property and ten (10) years.

(iii) Fifty percent (50%) periodic fixed fee arrangements, wherein either at least fifty percent (50%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee or all of the compensation for services is based on a capitation fee or a combination of a periodic fixed fee and a capitation fee. A “capitation fee” is a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially; e.g., a fixed dollar amount payable per month to a medical service provider for each member of a health maintenance organization plan for whom the service provider agrees to provide all needed medical services for a specific period. A capitation fee may include a variable component of up to twenty percent (20%) of the total capitation fee, designed to protect the service provider against risks such as catastrophic loss. The term of the contract, including all renewal options, must not exceed five (5) years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the third year of the contract term.

(iv) Per-unit fee arrangements, wherein all of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee. A “per-unit fee” means a fee based on a unit of service provided specified in the contract or otherwise specifically determined by an independent third party or the qualified user. For example, a stated dollar amount for each specified medical procedure performed, car parked or passenger mile is a per-unit fee; separate billing arrangements between physicians and hospitals generally are treated as per-unit fee arrangements. The term of the contract, including all renewal options, must not exceed three (3) years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the second year of the contract term.

(v) Percentage of revenue or expense fee arrangements, wherein all of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee. During the start up period, however, compensation may be based on a percentage of either gross revenues, adjusted gross revenues or expenses of a facility. The term of the contract, including renewal options, must not exceed two (2) years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the first year of the contract term. This type of contract is permissible only with respect to contracts under which the service provider primarily provides

services to third parties (e.g., radiology services to patients), and management contracts involving a facility during an initial start up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses (e.g., a contract for general management services for the first year of operations).

The following definitions apply for the purposes of the foregoing paragraphs: “Renewal option” means a provision under which the service provider has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically renewed for one-year periods absent cancellation by either party is not a renewal option, even if it is expected to be renewed. “Penalties” for terminating a contract include a limitation on the qualified user’s right to compete with the service provider, a requirement that the qualified user purchase equipment, goods or services from the service provider, and a requirement that the qualified user pay liquidated damages for cancellation of the contract. A requirement effective on cancellation that the qualified user reimburse the service provider for ordinary and necessary expenses or a restriction on the qualified user against hiring key personnel of the service provider is generally not a contract termination penalty. Another contract between the service provider and the qualified user, such as a loan or guarantee by the service provider, is treated as creating a contract termination penalty if that contract contains terms that are not customary or arm’s length, that could operate to prevent the qualified user from terminating the contract (e.g., provisions under which the contract terminates if the management contract is terminated or that place substantial restrictions on the selection of a substitute service provider).

The following additional requirement applies to permissible management contracts: The service provider must not have any role or relationship with the qualified user that, in effect, substantially limits the qualified user’s ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. This requirement is satisfied if (i) not more than twenty percent (20%) of the voting power of the qualified user in the aggregate is vested in the service provider and its directors, officers, shareholders and employees; (ii) overlapping board members do not include the chief executive officers of the service provider or its governing body or the qualified user or its governing body; and (iii) the qualified user and the service provider under the contract are not Related Persons.

13. For purposes of Section 265(b)(3)(B) of the Code, the reasonably anticipated amount of tax-exempt obligations which will be issued for the benefit of the Borrower during the 2010 calendar year does not exceed \$30,000,000.

14. I have made such examination and investigation as is necessary to have enabled me to express an informed opinion as to the foregoing matters. I have no reason to believe that any of the information contained herein or in any exhibit attached hereto is incomplete, incorrect or misleading.

IN WITNESS WHEREOF, this Tax Certificate of Borrower has been duly executed on behalf of the Borrower, by the undersigned, who is duly authorized to so execute this certificate for the Borrower.

FAMILY SERVICE OF BURLINGTON
COUNTY, NEW JERSEY

By: _____

Bob Pekar
President and Chief Executive Officer

Exhibit A: Sources and Use of Funds

Dated: August 25, 2010
 Re: \$4,675,000 Revenue Bond
 (Family Service - 2010 Project)

Part I. Sources of Funds for Project

1.	Bond Proceeds	\$4,675,000
2.	Funds contributed by Borrower	
	TOTAL	(1) \$ _____

Part II. Application of Funds

			Bond Proceeds	Borrower's Funds
A.		<u>Project Costs</u>		
	1.	Pay-Off Existing Debt to _____		
	2.	Pay-Off Existing Debt to _____		
	3.	Pay-Off Existing Debt to _____		
	4.	Pay-Off Existing Debt to _____		
	5.	Prepaid Interest on Bond		
		(Subtotal)	\$	
B.		<u>Issuance Costs</u>		
	1.	Borrower's Counsel fees		
	2.	Purchaser's Counsel fees		
	3.	Bond Counsel fees		
	4.	Purchaser's loan fee		
	5.	Purchaser's closing costs		
	6.	Authority's closing fee		
	7.	Title/Recording Fees		
		(Subtotal)	*\$	\$
		TOTAL	(2) \$4,675,000	(3) \$

*Not to exceed 2% of the face amount of the Bond
 The total of columns (2) and (3) should equal the total of column (1)

Exhibit B: Arbitrage Certificate of Borrower

Dated: August 25, 2010
Re: \$4,675,000 Revenue Bond
(Family Service - 2010 Project)

1. As used in this certificate, the word "Regulations" means any applicable Treasury Regulations issued under Section 103 and Sections 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the term "Gross Proceeds" shall have the meaning ascribed to it in the Bond Agreement.

2. The Borrower expects to receive \$4,675,000 from the New Jersey Economic Development Authority (the "Authority") which represents the loan made pursuant to the Bond Agreement dated as of August 1, 2010 between the Borrower, TD Bank, N.A. (the "Purchaser") and the Authority (the "Agreement"). The loan is being made by the Authority to the Borrower for the purpose of refinancing existing debt of the Borrower, which was used to finance costs related to the acquisition of and improvements to approximately 40 parcels of land and the improvements on such parcels (the "Project Facilities"), in order to provide supportive residential housing for individuals with mental illness or a developmental disability located in the various municipalities in the Counties of Burlington, Camden and Gloucester of the State of New Jersey as set forth in the Authority's Bond Resolution adopted June 8, 2010 and to pay the costs related to the issuance of the Bonds (the "Project"). The loan is being financed by the Authority through the issuance of obligations of the Authority in the aggregate principal amount of \$4,675,000, which obligations are designated as the Revenue Bond (Family Service - 2010 Project) (the "Bonds").

3. The anticipated total cost of refinancing the Project Facilities is as follows:

<u>Cost</u>	<u>Anticipated Date of Completion</u>
\$4,675,000	

4. The total face amount of the Bond Proceeds (\$4,675,000), plus accrued interest (\$0.00), provides net proceeds of \$4,675,000 to the Authority from the sale of the Bonds, which will be deposited in the Escrow Account created pursuant to the Bond Agreement (the "Escrow Account") and, together with the anticipated interest earnings on said proceeds (\$0.00), will be used to pay the cost of the Project as follows:

(a) \$_____ will be expended from the Escrow Account for payment of a portion of the expenses of issuance of the Bonds, e.g., attorneys' fees, administrative fees, and closing costs, which amount shall not exceed two per centum (2%) of the aggregate net proceeds of the Bonds;

(b) \$_____ will be expended from the Escrow Account for the pay-off of existing loans; and

(c) \$_____ will be expended from the Escrow Account to pay interest on the Bonds from the issue date to _____, 2010.

The total amount of the proceeds received by the Authority from the sale of the Bonds, plus the anticipated interest earnings on said proceeds, less the aggregate costs of issuing the Bonds shall be used only to pay Proper Charges and will not exceed the amount necessary for the purposes of the Bonds as described in paragraph 2 hereof, i.e., the cost of refinancing the Project Facilities.

5. It is anticipated that all of the proceeds of the Bonds will be expended on the date hereof. Accordingly, all of the Bond Proceeds are expected to be expended in accordance with Section 148(c) of the Code for Proper Charges within three years from the date of issuance of the Bonds.

6. The Project Facilities are not expected to be sold or otherwise disposed of, in whole or in part, while the Bonds are outstanding. The Borrower does not expect to sell or trade in any property as a result of issuance of the Bonds or acquisition of the Project Facilities.

7. The Borrower agrees to comply with the investment restrictions and rebate requirements contained in the regulations promulgated by the Internal Revenue Service under Section 148 of the Code.

8. Prior to disbursement from the Escrow Account, the Bond Proceeds may be invested at an unrestricted yield during the applicable temporary periods as provided in the Regulations. Any proceeds derived from (i) the investment or reinvestment of any Bond Proceeds, (including any accrued interest and premium) and (ii) investment of proceeds derived from such investments, will, within the later of (a) three (3) years from the date of issue of the Bonds, or (b) one (1) year after receipt of such respective investment income, be used to pay interest accruing on the Bonds during the construction period or otherwise spent on costs of the Project. Upon completion of construction or acquisition of the Project Facilities or three years from the date of issue of the Bonds, whichever is sooner, any remaining sums in the Escrow Account shall be used to redeem a portion of the Bonds. From the Completion Date until such proceeds are used to redeem a portion of the Bonds, the proceeds will be invested at a yield not to exceed one-eighth of one percent (.125%) in excess of the Yield on the Bonds.

9. Except as specifically set forth in paragraph 8 of this Certificate, no portion of the proceeds of the Bonds is expected to be used directly or indirectly to acquire Investment Properties which may reasonably be expected to produce a yield during the term of the Bonds which is materially higher than the yield of the Bonds or to replace funds used directly or indirectly to acquire any such obligations, with the exception of the Escrow Account under the Bond Agreement, in which proceeds of the Bonds will be invested for a period not to exceed the Temporary Period set forth in Section 1.148-2(e)(2) of the Regulations.

10. Except for the reimbursement by the Borrower to the Authority of certain "administrative expenses" (within the meaning of the applicable Regulations) that the Borrower

is required to make pursuant to the Agreement and except for the payment by the Borrower to the Authority of an issuance fee of \$_____, all installment payments that the Borrower is obligated to make pursuant to the Agreement exactly correspond to payments of principal and of interest which the Authority is obligated to make to the Purchaser, and all such payments by the Borrower will be paid directly to the Purchaser, by the Borrower in anticipation of the respective principal or interest payment dates specified in the Bonds and will not be received by or invested for the Authority.

11 Except as set forth in paragraph 10 above, no Higher Yielding Investments, as defined in Section 148(b) of the Code, will be pledged as collateral for the payment of the principal of or interest on the Bonds.

12. This Certificate is being executed and delivered pursuant to Section 1.148-2(b)(2)(i) of the Regulations. The representations contained in this Certificate are made for the benefit of the Authority, the Purchaser of the Bonds, Wolff & Samson PC, Esqs., Bond Counsel, and others in determining whether or not the Bonds constitute "arbitrage bonds" within the meaning of Section 148(a) of the Code and the Regulations issued under that Section. To the best of the knowledge, information and belief of the Borrower, its expectations as set forth above are reasonable, the facts, estimates and circumstances set forth above are accurate and complete in all respects, and there are no other facts, estimates or circumstances that would change the expectations and representations of the Borrower as set forth herein.

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The following information with respect to 3 Berkshire Ct., Township of Bordentown, Burlington County, New Jersey (the "Project"), is being provided by Family Service of Burlington County, Inc. pursuant to that certain Supplemental Tax Certificate dated as of September 1, 2010 (the "Supplemental Tax Certificate") with respect to the Project:

1. The project has two (2) single room occupancy units available for occupancy.
2. The Borrower has obtained an "Income Computation and Certification" in the form provided as Exhibit D to the Supplemental Tax Certificate, from each Tenant in the unit(s) listed below, the income stated therein has been verified as required by the Supplemental Tax Certificate and each such Certificate is being maintained by the Borrower in its records with respect to the Project.
3. None of the units listed below as occupied by Lower Income Tenants have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes.
4. The 60% Income Limit as of May 14, 2010 for a family consisting of one person is \$32,940.
5. The following residential units are occupied by Lower-Income Tenants based on the information set forth below:

Unit Number	Family Size	Family Income	Date of Initial Occupancy (or date of most recent income certification)
(1)	1	\$2,520	8/25/10
(2)	1	\$2,520	8/25/10

6. Unit number(s) _____ are currently vacant and are being held for occupancy by Lower Income Tenants. NOT APPLICABLE

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The following information with respect to 12 Lancaster Ct., Township of Bordentown, Burlington County, New Jersey (the "Project"), is being provided by Family Service of Burlington County, Inc. pursuant to that certain Supplemental Tax Certificate dated as of September 1, 2010 (the "Supplemental Tax Certificate") with respect to the Project:

1. The project has two (2) single room occupancy units available for occupancy.
2. The Borrower has obtained an "Income Computation and Certification" in the form provided as Exhibit D to the Supplemental Tax Certificate, from each Tenant in the unit(s) listed below, the income stated therein has been verified as required by the Supplemental Tax Certificate and each such Certificate is being maintained by the Borrower in its records with respect to the Project.
3. None of the units listed below as occupied by Lower Income Tenants have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes.
4. The 60% Income Limit as of May 14, 2010 for a family consisting of one person is \$32,940.
5. The following residential units are occupied by Lower-Income Tenants based on the information set forth below:

Unit Number	Family Size	Family Income	Date of Initial Occupancy (or date of most recent income certification)
(1)	1	\$2,520	8/24/10
(2)	1	\$8,700	8/24/10

6. Unit number(s) _____ are currently vacant and are being held for occupancy by Lower Income Tenants. NOT APPLICABLE

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Bordentown Twp

County: ~~Mercer~~ Burlington

Sponsor: Scioto Properties

Developer: _____

Block: 101 Lot: 13

Street 5 Independence Drive

Address: Bordentown, NJ

Facility Name: PLUS NJ Inc. d/b/a NeuroRestorative

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input checked="" type="checkbox"/> Other – Please specify: <u>Capital Expense/ Operation expense</u></p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: <u>5 bedrooms for 6 clients</u></p> <p>Very low-income clients/households <u>6</u> N/A</p> <p>Low-income clients/households <u>56</u></p> <p>Moderate-income clients/households <u>56</u></p> <p>Market-income clients/households <u>5</u></p>	<p>Section 4: For permanent supportive housing: NA</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>NA</u> years</p> <p>Effective Date of Controls: <u>__/__/__</u></p> <p>Expiration Date of Controls: <u>__/__/__</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u>3/10/17</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input checked="" type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>9/30/16</u></p> <p>Current License Date: <u>9/30/17</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <input checked="" type="checkbox"/> No; Length of commitment: _____</p> <p>Other operating subsidy sources: <u>NA</u>; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Population Served (describe): <u>Traumatic Brain Injury</u></p>	





State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

PLUS-NJ, INC./NeuroRestorative NJ

8008 Route 130 North
Building C
Delran, NJ 08075

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home - Head Injury

for 6 individuals

at

**5 INDEPENDENCE DRIVE
BORDENTOWN, NJ 08505**

This License is effective from 09/30/2016 to 09/30/2017

A handwritten signature in cursive script, appearing to read "Elizabeth Connolly".

Elizabeth Connolly, Acting Commissioner
Department of Human Services

Exhibit C: Weighted Average Maturity

Dated: August 25, 2010

Re: \$4,675,000 Revenue Bond
(Family Service - 2010 Project)

See attached payment schedule.

Weighted average maturity of the issue (in years): _____ years



State of New Jersey
Department of Human Services
Office of Licensing

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Elizabeth Connolly, Acting Commissioner
Department of Human Services

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Bordentown Twp. County: Burlington
 Sponsor: Catholic Charities, Diocese of Trenton Developer: N/A
 Block: 93 Lot: 1.02 Street Address: 141 Old York Road
Bordentown, NJ 08505
 Facility Name: N/A

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>3</u></p> <p>Low-income clients/households <u>4</u></p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>N/A</u>, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>N/A</u> years</p> <p>Effective Date of Controls: ___/___/___</p> <p>Expiration Date of Controls: ___/___/___</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: ___/___/___</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>10/23/93</u></p> <p>Current License Date: <u>05/23/16 - 05/23/18</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <input checked="" type="checkbox"/> No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p>	

Section 10: Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Maureen Fahey 7/14/17
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

Catholic Charities, Diocese of Trenton-Mercer/Burlington

383 West State Street
Trenton, NJ 08618

*In accordance with Department of Human Services regulations, NJAC 10:37A, is
hereby licensed to operate*

**Group Home - Adult Mental Health
for up to 7 Residents**

at
141 Old York Road
Bordentown, NJ 08505

This License is effective from 5/23/2016 to 5/23/2018

Handwritten signature of Elizabeth Connolly in cursive.

Elizabeth Connolly, Acting Commissioner
Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

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Elizabeth Connolly, Acting Commissioner
Department of Human Services

APPENDIX M

Block 66 Lots 13 and 14

- 2019 Ordinance (Ordinance 2019-10) approving purchase of Block 66 Lots 13 and 14

TOWNSHIP OF BORDENTOWN

ORDINANCE 2019-10

AUTHORIZE THE PURCHASE OF REAL PROPERTY LOCATED AT 179 AND 181
CROSSWICKS ROAD AND KNOWN AS BLOCK 66, LOTS 13 AND 14 PURSUANT TO
N.J.S.A. 40A:12-5

WHEREAS, the owner of those properties located at 179 and 181 Crosswicks Road and identified on the official tax map of the Township of Bordentown as Block 66, Lots 13 and 14 has offered this property for sale to the Township of Bordentown; and

WHEREAS, an appraisal was obtained, and due diligence undertaken to determine the suitability of the property for public purposes; and

WHEREAS, the Township Committee of the Township of Bordentown has determined that this property is suitable for a legitimate public purpose, more specifically, to be used for affordable housing; and

WHEREAS pursuant to N.J.S.A. 40A: 12-5(a)(1) et. seq., a municipality may acquire real property for public use.

WHEREAS, funding for this purchase, totaling \$250,000 will be provided from the Affordable Housing Trust.

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Bordentown, County of Burlington as follows:

Section 1. The purchase of the properties identified as Block 66, Lots 13 and 14 for the sum of \$250,000 which funds shall be provided from the Township's Affordable Housing Trust is hereby authorized, such purchase to be contingent upon compliance with the Local Lands and Building Law, N.J.S.A. 40A:12-1.

Section 2. The Township Administrator and Township Attorney are hereby authorized to prepare a contract of sale and to negotiate its terms in accordance with applicable law and to do and to perform all other acts as are necessary to complete the real estate transaction including retaining such professionals including, but not limited to, engineers, land surveyors, title company and the like. The Township's acquisition shall be contingent upon satisfaction of all conditions and requirements contained in the contract documents.

Section 3. The Mayor, Township Clerk, Township Administrator, Township Attorney, and such other Township Officials and/or professionals as required are authorized and directed to execute any and all documents on behalf of the Township and undertake all necessary actions in regard to this matter.

Section 4. Repealer. Any and all other ordinances inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistencies.

Section 5. Severability. In the event that any section paragraph, clause phrase, term, provision or part of this ordinance shall be adjudicated by a court of competent jurisdiction to be involved or unenforceable for any reason, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, clause, term, provision or part thereof directly involved in the controversy in such judgment shall be rendered.

Section 6. This ordinance shall take effect immediately upon adoption and publication according to law.

INTRODUCED: JUNE 10, 2019
ADOPTED: JUNE 24, 2019