

## **APPENDICES**

## Spending Plan



## Introduction

Haddonfield Borough has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH in December 2005 and adopted by the municipality on February 26, 2006. The ordinance establishes Haddonfield Borough's affordable housing trust fund for which this spending plan is prepared.

As of July 17, 2008, Haddonfield Borough has collected \$195,446 and expended \$0 resulting in a balance of \$195,446. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Commerce Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

Haddonfield Borough first received substantive certification from COAH on June 26, 1989 and then petitioned COAH for second round substantive certification on March 18, 1997 and received prior approval to maintain an affordable housing trust fund in December 2005. As of December 31, 2004, the prior round balance remaining in the affordable housing trust fund was \$0. From January 1, 2005 through July 17, 2008, Haddonfield Borough collected an additional \$195,446 in development fees, payments in lieu of construction, other funds, and/or interest. From January 1, 2005 through July 17, 2008, Haddonfield Borough has not expended any funds as it awaits COAH's approval of its third round spending plan.

## Revenues for Certification Period

To calculate a projection of revenue anticipated during the period of third round substantive certification, Haddonfield Borough considered the following:

- (a) Development fees:



1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

Bancroft Redevelopment – (10 units @ \$100,000 [final unit payment amount subject to continuing negotiations between the Borough and Bancroft]) = \$1,000,000

(c) Other funding sources: \$0

Haddonfield Borough is not anticipating collecting money from other funding sources at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees, payments in lieu of construction and interest.

(d) Projected interest:

Based on the current average interest rate, Haddonfield Borough anticipates collecting \$59,000 in interest through 2018.



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**Source of Funds – Housing Trust Fund 2008 through 2018**

<b>Source of Funds</b>	<b>7/18/08 through 12/31/08</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>Total</b>
Development fees: Approved/Pending/Projected Development	\$12,000	\$28,600	\$31,700	\$33,700	\$25,000	\$16,000	\$16,000	\$16,000	\$34,000	\$34,000	\$16,000	\$231,300
Payments in Lieu of Construction	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Other Funds (Specify source(s))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$2,000	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$59,000
<b>Total</b>	\$14,000	\$34,300	\$1,037,400	\$39,400	\$30,700	\$21,700	\$21,700	\$21,700	\$39,700	\$39,700	\$21,700	\$1,290,300



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Haddonfield Borough projects a total of \$1,290,300 in revenue to be collected between July 18, 2008 and December 31, 2018. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

### Administrative Mechanism to Collect and Distribute Funds

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Haddonfield Borough:

- (a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Haddonfield Borough's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

- (b) Distribution of development fee revenues:

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the COAH-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

### Description of Anticipated Use of Affordable Housing Funds

- (a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)

Haddonfield Borough will dedicate all of its collected revenues to fund any shortfall in outside funding sources for the rehabilitation and new construction programs (see detailed descriptions in Housing Element and Fair Share Plan) as follows:

Rehabilitation program: 29 units at \$10,000 = \$290,000



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New construction project(s): \$1,195,000

The Borough/Community Investment Strategies' site will accommodate 10 family rental units from the Bancroft School addressing the prior round RDP as well as 18 family rental units to address the third round growth share for a total of 28 affordable units. The Borough anticipates that the \$1 million payment in-lieu of construction (payment figure under negotiations) and other outside funding sources will cover the full acquisition, development and construction costs associated with the 28 family rental units. In the event of a shortfall in funding, the Borough may designate up to \$195,000 in anticipated development fees to cover any shortfall/

(b) Affordability Assistance (N.J.A.C. 5:97-8.8)

Haddonfield Borough is required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30 percent of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the CTM system based on actual revenues.

**Projected minimum affordability assistance requirement**

Actual development fees through 7/17/2008		\$185,643
Actual interest earned through 7/17/2008	+	\$9,803
Development fees projected* 2008-2018	+	\$231,300
Interest projected* 2008-2018	+	\$59,000
Less housing activity expenditures through 6/2/2008	-	\$0
<i>Total</i>	=	\$485,746
30 percent requirement	x 0.30 =	\$145,724
Less Affordability assistance expenditures through 12/31/2004	-	\$0
<i>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2005 through 12/31/2018</i>	=	\$145,724



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<i>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2005 through 12/31/2018</i>	÷ 3 =	\$48,575
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\* Note: The 2008 portion of this projection reflects 2008 subsequent to July 17 as the remainder of 2008 is included in the actual figure reported above.

Haddonfield Borough may dedicate up to \$145,724 from the affordable housing trust fund to render units more affordable, including \$48,575 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance
- Low interest loans
- Assistance with homeowners association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units, etc.

(c) Administrative Expenses (N.J.A.C. 5:97-8.9)

Haddonfield Borough may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

**Projected Administrative Expenses**

Actual development fees through 7/17/2008		\$185,643
Actual interest earned through 7/17/2008	+	\$9,803
Development fees/P.-I.-L. projected* 2008-2018	+	\$1,231,300
Interest projected* 2008-2018	+	\$59,000
Less housing activity expenditures through 6/2/2008	-	\$0





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	<b>Total</b>	=	\$1,485,746
20 percent maximum permitted administrative expenses		x 0.20 =	\$297,149
Less administrative expenditures through 12/31/2004		-	\$0
Projected allowed administrative expenditures		=	\$297,149

\* - Note: The 2008 portion of this projection reflects 2008 after July 17 as the first portion of 2008 is included in the actual figure reported above.

Haddonfield Borough projects that \$297,149 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Borough Attorney, Engineer, and Planner fees related to obtaining substantive certification;
- Rehabilitation administration fees
- Administration fees related to the municipally sponsored new construction program

### Expenditure Schedule

Haddonfield Borough intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.



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**Projected Expenditure Schedule 2009 Through 2018**

Program	Number of Units Projected	Funds Expended and/or Dedicated (thousands)													
		2005 through 7/18/08	7/18/08 through 12/31/08	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total	
Rehabilitation Program	29	\$0	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$20	\$290
New Construction	28	\$0	\$0	\$0	\$0	\$0	\$1,195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,195
<i>Total Programs</i>	57	\$0	\$0	\$30	\$30	\$30	\$1,195	\$30	\$30	\$30	\$30	\$30	\$30	\$20	\$1,485
Affordability Assistance		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Total</i>	57	\$0	\$0	\$30	\$30	\$30	\$1,195	\$30	\$30	\$30	\$30	\$30	\$30	\$20	\$1,485



### **Excess or Shortfall of Funds**

Pursuant to the Housing Element and Fair Share Plan, the governing body of Haddonfield Borough has adopted a resolution agreeing to fund any shortfall of funds required for implementing the rehabilitation or municipally sponsored new construction programs. In the event that a shortfall of anticipated revenues occurs, Haddonfield Borough may bond to satisfy the gap in funding. A copy of the adopted resolution is attached.

### **Barrier Free Escrow**

Collection and distribution of barrier free funds shall be consistent with Haddonfield Borough's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

### **Summary**

Haddonfield Borough intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the housing element and fair share plan dated November 2008.

Haddonfield Borough has a balance of \$195,446 as of July 17, 2008 and anticipates an additional \$1,290,300 in revenues before the expiration of substantive certification for a total of \$1,485,746. The municipality will dedicate all available funds towards rehabilitation and new construction. Any shortfall of funds will be addressed through the use of outside funding sources or through bonding and/or appropriations as may be allowed by law.



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### Spending Plan Summary

Revenues	
Balance as of July 17, 2008	\$195,446
Projected Revenue from July 18, 2008 through 2018	
1. Development fees	+ \$231,300
2. Payments in lieu of construction	+ \$1,000,000
3. Other funds	+ \$0
Interest	+ \$59,000
<i>Total Projected Revenue</i>	= \$1,485,746
Expenditures	
Funds used for Rehabilitation	- \$290,000
Funds used for New Construction	
1. Municipally-Sponsored New Construction	- \$1,195,000
Affordability Assistance	- \$0
Administration	- \$0
Excess Funds for Additional Housing Activity	= \$0
1. Rehabilitation, if applicable	- \$
<i>Total Projected Expenditures</i>	= \$1,485,000
<i>POTENTIAL SHORTFALL</i>	= 0

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**County Rehabilitation Program  
Interlocal Services Cooperation Agreement**

COOPERATION AGREEMENT  
PROGRAM YEARS 2006, 2007, and 2008

Whereas, the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.) as amended, provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services; and

Whereas, Title I of the Housing and Community Development Act of 1974 as amended, and the HOME Program Act of 1991, provides federal funds being made available to Camden County for use to carry out eligible community development and affordable housing activities therein; and

Whereas, the Municipality of Haddon Field (hereinafter referred to as the "Municipality") wishes to participate in eligible activities to be carried out under the 3 year Community Development and HOME Programs.

The County of Camden and the Municipality agree to cooperate to undertake, or assist in undertaking, Community Renewal and Lower income housing assistance activities, specially urban renewal and publicly assisted housing.

The County and the Municipality agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing & Community Development Act of 1974, as amended, and the HOME Program Act of 1991.

In this agreement, the County has the authority to carry out activities which shall be funded from annual Community Development Block Grants and HOME Program Funds from Fiscal Years 2000, 2001 and 2002 appropriations: the County has final responsibility for selecting projects and annually filing Final Statements.

The County and the Municipality endorse the following:

1. The Cooperation Agreement is intended to cover and does cover both the CDBG Entitlement Program and the HOME Investment Partnership Program;
2. The Municipality, by executing this agreement understands that:
  - a) It may not apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period which it is participating in the urban Counties CDBG Program; and
  - b) It may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation;
3. This agreement shall remain in effect until the CDBG and HOME funds and income received with respect to the three year qualification period (and any automatic renewal period which may be agreed to hereafter) are expended and the funded activities completed;
4. The County and the Municipality may not terminate or withdraw from this agreement while this agreement remains in effect as above;
5. The Municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;
6. The Municipality has a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.
7. The Municipality shall be prohibited from receiving Urban County funding for activities in, or in support of, any cooperating unity of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.

This Agreement shall remain in effect from July 1, 2006 to June 30, 2009, and shall not be terminated for any reason.

**1. Compliance with local Laws**

The Municipality shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Contract.

**2. Compliance by Municipality with Assurances, Application and Grant Agreement.**

The Municipality in accepting and using federal funds agrees to conform its Program with the assurances set forth in the Application and Grant Agreement.

**3. Conformance of Municipal Programs with the Community Development Block Grant & HOME Program Regulations.**

The County and the Municipality are obligated to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, and the HOME Program Act of 1991, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act, The Americans with Disabilities Act of 1990, and other applicable laws. Pursuant to 24 CFR 570.501(b), the Municipality also acknowledges that it is subject to the same requirements applicable to sub recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

**4. Contract Compensations**

Municipalities shall be paid for proper performance of each activity which has been contracted at the beginning of each program year: Compensation from contracts shall be paid for each years activities in the following manner, in every case subject to the receipt of a voucher for payment from the Municipality specifying the work performed under this Contract is in Conformance with the Contract and that is entitled to receive the amount vouchered under the terms of the Contract. The Municipality shall submit along with the voucher, certification from the architect or engineer that the payment requested corresponds with the percentage of work completed.

All expenses or costs incurred by the Municipality, now or in the future, whether foreseen or not, over the amount specified in the paragraph, shall be paid by the Municipality out of local municipal funds. Such expenses shall include, but are not limited to the following: All fees and salaries paid to third parties, insurance, all municipal, county, state or federal permits, licenses, costs for performance and maintenance and surity bonds, all construction costs, taxes, purchase price for tracts of land or buildings, rent advertising costs and all other expenses and salaries that may be required to carry out the intent and goal of this Contract. From the date of enactment the maximum allowable fee for administration shall not exceed 10% of funds drawn down. No Municipalities will be given permission to administer the local Housing Rehabilitation Program.

Any unexpended or unencumbered funds remaining shall be returned to the County within 60 days of the termination of the Agreement or project.

**5. Indemnification.**

The Municipality further agrees and does hereby indemnify and save the County harmless from any and all judgement, costs, expenses, including attorney fees and calims on account of breach of contract, damaged property or personal injuries (including death) which may sustained by

Municipality, Municipality's employees or agents, or County's employees or agents or third persons, or member of the general public arising out of in any way connected with work done under this Agreement.

#### **6. Assignability**

The Municipality shall not assign any interest in this Agreement, and shall not transfer in the same, (whether by assignment or novation) without the prior written approval of the County; Provided, however, that claims for money due or to become due the Municipality from the County under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in bankruptcy, without such approval. Written notice of any assignment or transfer shall be furnished promptly to the County.

#### **7. Audit and monitoring**

The County, the United States Dept. of Housing & Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any and all contracts, books, documents, papers, and records of the Municipality which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The Municipality agrees to permit the County the right to make on site visits to any project.

The County shall have the right to require the Municipality to modify or amend any contract said municipality enters into at full expense of cost tot the Municipality, in the event the County determines that said municipality has violated or caused to violate any covenant agreement or stipulation of this agreement.

#### **8. Compliance with Provisions of Training, Employment, and Business Opportunities**

This agreement is subject to the regulations of Section 3 of the Housing and Development Act of 1968 (12 USC 1701 U), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereupon prior to the HUD authorization of the funding approval. The Municipality shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR 135.201.

#### **9. Flood Disaster Program**

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition of construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (a) of said act; and the use of any assistance provided under this agreement for such acquisition or construction in such identified areas in communities than participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirement of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended 42 U.S.C. 4001 et seq. Provisions obligating the transferee and its successors or assigns to obtain and maintain,



during the ownership of such land, such flood insurance as required with the respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance provided under this agreement

## **10. Equal Employment Opportunity**

### **A. Activities and contract not subject to Executive Order 11246 as amended**

In carrying out the program, the Municipality shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, handicap or familiar status. The Municipality shall take affirmative action to ensure that applicant for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap or familiar status. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employee and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Municipality shall incorporate the foregoing requirements of this paragraph (a) in all its contractors for such work to incorporate such requirements in all of its contractors for such requirements in all subcontractors for program work.

### **B. Contractors subject Executive Order 11246 as amended.**

Such contracts shall be subject to Equal Employment Opportunity Regulation at 24 CFR Part 130- applicable to HUD-assisted construction contracts. The Municipality shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this agreement, the following equal opportunity clause:

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

- 1.) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The contractor shall take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, handicap or familiar status. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- 2.) The contractor shall, in all solicitations or advertisements placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.
- 3.) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractors' commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4.) The contractor shall comply, with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and shall permit access to his books, records, and accounts by the Dept. and the Secretary of Labor for such purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6.) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized by rule, regulations, or order of the Secretary of Labor as otherwise provided by law.
- 7.) The contractor shall include the portion of the sentence immediately preceding paragraph(1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the 5 Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each contractor or vender. The contractor shall take such action with respect to any subcontract or purchase order as the Dept. may direct as a means of enforcing such provisions, including such sancations for noncompliance; Provided however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by the Dept., the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Municipality further agrees that it shall be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Municipality so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency instrumentality, or subdivision of such government which does not participate in work on or under contract.

The Municipality agrees that it shall assist and cooperate actively with the Depart. And the Secretary of Labor in obtaining the compliance of the contractors and subcontractors with equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor for such compliance; and that it shall otherwise assist the Dept. in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of Sept. 24, 1965 with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and Federal assisted construction contracts, pursuant to executive order and shall carry out such sanctions and penalties for violation to the equal opportunity clause as may be imposed upon contractor and subcontractors by the Dept. or Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings the Dept. may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the sub grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Municipality; and refer the case to the Dept. of Justice for appropriate legal proceedings.

### **11. Lead Based Paint**

The construction or rehabilitation of residential structures with assistance provided under this agreement is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. Any grants or loans made by the sub grantee for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the grantee shall be responsible for the inspections and certifications under section 35.14(f) thereof.

### **12. Compliance with Air and Water Acts.**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Municipality shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this agreement, the following requirements:

- A. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contractor or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857, and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract prompt notice shall be given of any notification received by the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the contractor that he shall include or cause to be included the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontractor shall take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under Section 113©(1) of the Clean Air Act or Section 309© of the Federal Water Pollution Act.

### **13. Federal Labor Standards Provisions**

Except with respect to the rehabilitation of residential of property designed use for less than eight families, the Municipality and all contractors engaged under contracts in excess of \$2,000 for the construction, protection, completion, or repair of any building or work financed in whole or in part with assistance under this Agreement shall comply with HUD Requirements pertaining to such contracts and the applicable requirements of the regulations of the Dept. of Labor under 29 CFR Parts 3,5v and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the sub grantee of its obligation, if any, to require

to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000 29 CFR 5a.3.

**14. Nondiscrimination under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968.**

The agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, or lease, or other transfer of land acquired, cleared, or improved with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the sub grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality in undertaking its obligation in carrying out the program assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

**15. Property Management Standards.**

This Agreement is subject to the requirements of Attachment N to OMB Circular A-102, which prescribes uniform standards governing the utilization and disposition of property acquired in whole or in part with CDBG funds. To comply with these requirements, the Municipality shall not sell, transfer, or change the use of any real property or nonexendable personal property acquired with CDBG funds without the approval of the County.

**16. Disposition of Program Income by the Municipality.**

All CDBG and HOME program income is to become the property of the County. Program income will be put in a contingency fund to be utilized by the Urban County. Any program income received after this Agreement expires, shall become the property of the County. Program income derived from urban count program activities undertaken by or within the jurisdiction of a unit of general local government which thereafter terminates its participation in the Urban County shall continue to be a program of the Urban County.

**17. Reversion of Assets.**

Upon the expiration of this Agreement, the Municipality shall transfer to the County any CDBG or HOME funds on hand at the time of expiration and any accounts receivable to the use of CDBG or HOME funds. Any real property under the Municipality's control that was acquired or improved in whole or in part with CDBG or HOME funds in excess of \$25,000 is either

- A. Used to meet one of the national objectives until five (5) years after expiration of the agreement, or for such longer period of time as determined by the County, or;
- B. Disposed of in a manner that results in the County's being reimbursed in the amount of current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements of the property.

**18. Compliance with the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.**

- A. This Agreement is subject to Title II of the Uniform Act and the regulations at 24 CFR Part 42 which are applicable to all displacement of persons, businesses, nonprofit organizations, and farms occurring as a dire result of any acquisition of real property assisted under this Act.

- B. This Agreement is subject to Title II of the Uniform Act and the regulations at 24 CFR Part 42 which are applicable to all acquisitions of real property assisted under this Act.

### **19. Renovations, Rehabilitation, or Conversion of Building Owned by Primary Religious Organizations or Entities.**

Grant Amounts may not be used to renovate, rehabilitate, or convert buildings owned by primary religious organizations or entities unless the following conditions are met:

- A. The building (or portion thereof) that is to be improved with HUD assistance has been leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization);
- B. The HUD assistance is provided to the lessee (and not the lessor) to make the improvements;
- C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion;
- D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;
- E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;
- F. The lessor enters into binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.
- G. The lessee must remit the amount referred to in paragraph F. of this section to the original grantee from which the amounts used to renovate, rehabilitate, or convert the building under this paragraph were derived; e.g., if the amounts under this paragraph initially were made available to a State or to a unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private nonprofit organization is the lessee as well as the grantee, the organization must remit the amount referred to in paragraph F. of this section to HUD.
- H. The lessee may also enter into a management contract authorizing the lessor religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

### **20. Historic Preservation**

The Municipality shall make every effort to eliminate or minimize any adverse effect on a historic property listed on, or nominated for listing on the National Register of Historic Places, maintained by the National Park Service of the U.S. Dept. of Interior. All activities affecting such properties are subject to the provision of 24 CFR 507.604.

### **21. Removal of Architectural Barriers**

This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151), The Americans with Disabilities Act of 1990, and all other applicable Laws. The design of any facility constructed in this project shall comply with the "American Standard Specification for Making Building and Facilities Accessible, and Usable by the Physically Handicapped", (41CFR 101-19.603).

**22. Copeland "Anti-Kickback" Act.**

The Municipality shall include in all contracts, and insure the inclusion in all subcontracts, a provision for compliance with the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented in the Dept. of Labor Regulations (29 CFR Part 3). The Municipality shall report all suspected or reported violations to the County.

**23. Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

**24. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer or employee of the Municipality or its designee or agent, no member of the governing body of the locality in which the program is situated, no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the work the assisted under this agreement. The Municipality shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

**25. Prohibition Against Payment of Bonus or Commission.**

The assistance provided under this agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement, Title I of the Housing and Community Development Act of 1983 as amended, or HUD regulations with respect thereto; Provided, however that a reasonable fees or bona fide technical, consultant, managerial, or other, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as programs costs.

**26. Municipal Cooperation.**

For each Program Year which runs from July 1, to June 30 in which the County elects to file an Application for Funds, the Municipality shall participate as a member municipality in support of the County's Application for said Program Years and shall execute all documents necessary to effectuate this participation in order to meet the requirements of HUD and the Act; further the Municipality shall refrain from executing any documents which would impair the ability of the County to obtain Funds under the Act, for said Program Years.

The County and the Municipality agree to cooperate and undertake, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.

It is further understood that the Municipality shall reimburse the County, within 45 days receipt of written notice for said reimbursement, for any and all costs relative to this Agreement which may required to be repaid by the County to the U.S. Dept. of Housing & Urban Development. Further, the Municipality hereby agrees for itself, its agents, servants, employees, contractors, and subcontractors, to hold the County harmless for any causes of action arising out of the implementation of the of the project or any actions incident thereto.

**27. Authorized Official**

The County shall designate an official to serve as the Administrative Officer. He shall provide technical advice on Federal procedures to the Board of Directors and liaison with that Board and both the Board of Chosen Freeholders and the Federal Dept. of HUD. The County Division of Community Development shall administer all aspects of the program including, but not limited to, negotiating with HUD with respect to the annual contract between HUD and the County and generally taking whatever steps or actions are reasonable and necessary in carrying out or implementing the CDBG program. In communicating with the County concerning the Program, the Municipality shall direct all correspondence to the Director, Division of Community Development.

**28. Obligations of Municipality with Respect to Third Party Relationships.**


The Municipality shall remain fully obligated under the provisions of this agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the projects described herein. The Municipality shall cause or require all third party or parties as herein described to comply with all lawful requirements necessary to ensure that the projects with respect to which assistance is being provided under this agreement to the Municipality is carried out in accordance with all the provisions set forth in this agreement.

**29 Invalidity of Agreement.**

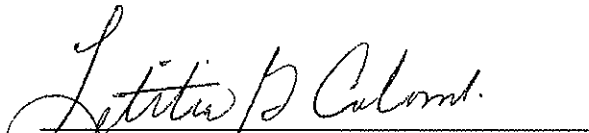
Provisions and clauses throughout this agreement are severable, and invalidation of one provision shall not validate the other provisions of this agreement.


I, HOWARD L. GOLDBERG, do hereby certify that I am an attorney-at-law in the State of New Jersey and am Assistant County Counsel for the County of Camden, State of New Jersey. I have thoroughly reviewed all the terms and provisions of the preceding agreement and find the same are fully authorized under State and Local Law and said agreement provides full legal authority for the County of Camden to undertake or assist in undertaking essential Community Development and Housing Assistance Activities specifically urban renewal and publicly assisted housing within participating municipalities.

Dated March 22, 2005

  
Assistant County Counsel

Haddonfield  
Name of municipality

  
Mayor

  
Clerk

  
ROSS G. ANGILELLA  
COUNTY ADMINISTRATOR

  
Clerk of the Board

Date 3-26-05



## **Borough/CIS Site - Pro Forma and Construction Schedule**

**Borough of Haddonfield**  
**28 Affordable Family Apartments - with PILOT**  
**9% Tax Credits**

24-Nov-08

**Project Summary**

28 Family Rental Units  
 3 One Bedroom Apartments  
 16 Two Bedroom Apartments  
 9 Three Bedroom Apartments

**Development Costs**

Construction Contract	\$4,242,090
Other Construction Costs/Fees	794,796
Soft Costs	657,090
Financing / Working Capital	994,750
Marketing / Miscellaneous	61,495
<b>Total Project Cost</b>	<b>\$6,750,220</b>

**Sources**

Equity Tax Credits	4,934,897
FHLB/HOME/Municipal/Other	400,000
NJDCA Home Express	1,120,000
Pledged Developer Fee	13,926
Permanent Mortgage	281,397
	<b>6,750,220</b>

**Income / Expense Analysis Income**

1 One Bedroom Apts @	\$	272	\$3,264
1 One Bedroom Apts @	\$	516	\$6,192
2 One Bedroom Apts @	\$	655	\$15,720
2 Two Bedroom Apts @	\$	321	\$7,704
7 Two Bedroom Apts @	\$	614	\$51,576
8 Two Bedroom Apts @	\$	781	\$74,976
1 Three Bedroom Apts @	\$	362	\$4,344
2 Three Bedroom Apts @	\$	699	\$16,776
3 Three Bedroom Apts @	\$	892	\$32,112
1 Resident Super Unit@	\$	-	\$0
Fees/Laundry			0
Anticipated Gross Rental Income			<b>\$212,664</b>

**Expenses**

Administrative	\$16,898
Salaries	68,370
Maintenance	22,267
Utilities	17,000
Management Fees	14,784
PILOT	7,401
Insurance	16,800
Replacement Reserve	11,900
Vacancy / Uncollected	10,633
Subtotal	<b>\$186,053</b>
Net Income Before Debt Service	\$26,611
Mortgage Payment and Debt Service	23,140
Net Income	3,471

**Haddonfield, NJ - Potential Schedule**

**9% Funding - Spring Funding Round 2011**

<i>Task</i>	<i>Duration</i>	<i>Start / Target Date</i>	<i>Finish</i>
Secure Site Control & Finalize Agreements	2 month	1-May-10	30-Jun-10
Prepare Base Mapping and Complete Site Assessment & Architectural Schematics	2 month	30-Jun-10	29-Aug-10
Finalize and Adopt Zoning	3 months	29-Aug-10	27-Nov-10
Prepare Preliminary Site Plan	2 months	27-Nov-10	26-Jan-11
<b>Submit Preliminary Site Plan</b>		<b>26-Jan-11</b>	
Planning Board Preliminary Approval	2 month	26-Jan-11	27-Mar-11
<b>Obtain Preliminary Planning Board Approval</b>		<b>27-Mar-11</b>	
PILOT/Abatement & Resolution of Need/Letters from Commission	2 months	27-Nov-10	26-Jan-11
<b>Obtain Municipal Resolutions/Letters</b>		<b>26-Jan-11</b>	
Prepare tax credit application	2.5 months	26-Jan-11	11-Apr-11
Submit 9% tax credit		11-Apr-11	
<b>Obtain Tax Credit Award</b>		<b>10-Jul-11</b>	
Prepare Final Engineering & All Permits	2 months	10-Jul-11	8-Sep-11
<b>Submit Final Site Plan &amp; All Permits</b>		<b>8-Sep-11</b>	
Planning Board Approval & All Permits	2 months	8-Sep-11	7-Nov-11
<b>Submit for Building Permit</b>		<b>7-Nov-11</b>	
Building Permit	3 months	7-Nov-11	5-Feb-12
<b>Obtain Building Permit</b>		<b>5-Feb-12</b>	
<b>Close on Real Estate and Loans</b>		<b>6-Mar-12</b>	
Construction	9 months	6-Mar-12	1-Dec-12
<b>Obtain Certificates of Occupancy (C.O.s)</b>		<b>1-Dec-12</b>	
<b>Total Project Schedule</b>	<b>945</b>	<b>31.50</b>	<b>2.6</b>

days      months      years