

12/27/24

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
WEST DEPTFORD APARTMENTS, LLC**

**THIS CONTRACT** is made this 27<sup>th</sup> day of December, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and **WEST DEPTFORD APARTMENTS, LLC**, with offices at One Washington Mall, Suite 500, Boston, Massachusetts 02108, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the development of the HOME Affordable Rental Housing Project within the County of Gloucester through the HOME Investment Partnership Funds, as per **RFP-24-042**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be from December 27, 2024 to December 26, 2025.
2. **COMPENSATION**. Contractor shall be compensated in a maximum contract amount not to exceed \$150,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-24-042, Contractor's responsive proposal, which are incorporated in their entirety by reference and made part of this Contract and Attachment A of this Contract. Should there occur a conflict between this form of contract and RFP-24-042, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the proposal documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status, or military service. Such equal employment opportunities 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 Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the Agency Contracting Officer advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor, where applicable, agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

**5. LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

**6. TERMINATION.** This Contract may be terminated as follows:

**A.** Pursuant to the termination provisions set forth in the RFP-24-042 which are specifically referred to and incorporated herein by reference.

**B.** If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

**C.** If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

**D.** The County may terminate this Contract any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

**E.** Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Contract, and if expense is

incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**11. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**12. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**13. NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**14. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**15. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

**16. NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

**17. GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

**18. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

19. **CONFIDENTIALITY**. Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT**. This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS**. This contract shall consist of this document, the specifications of RFP-24-042 issued by the County, and Contractor's responsive proposal. If there is a conflict between this contract and the specifications or the Contractor's proposal, then this contract and the specification shall control.

**THIS CONTRACT** shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

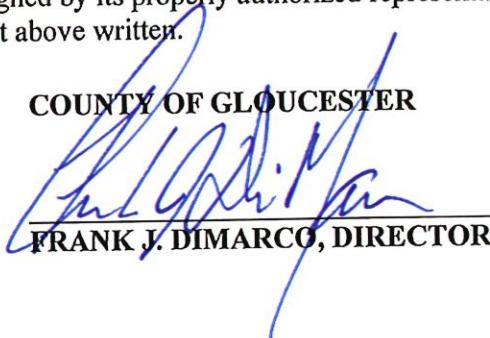
**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

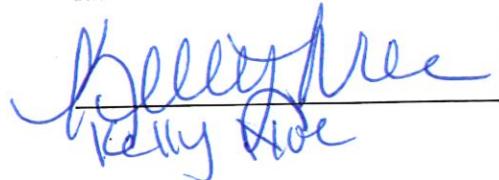
  
\_\_\_\_\_  
LAURIE J. BURNS,

CLERK OF THE BOARD

COUNTY OF GLOUCESTER

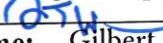
  
\_\_\_\_\_  
FRANK J. DIMARCO, DIRECTOR

ATTEST:

  
\_\_\_\_\_  
KELLY A. ROE

WEST DEPTFORD APARTMENTS, LLC

By: West Deptford Apartments MM LLC its managing member  
By: WDP Manager Corp, its manager

  
\_\_\_\_\_  
Name: Gilbert J. Winn  
Title: President

## **ATTACHMENT A**

**HOME INVESTMENT PARTNERSHIP GRANT AGREEMENT  
BETWEEN  
COUNTY OF GLOUCESTER, NJ  
AND  
WEST DEPTFORD APARTMENTS, LLC**

**THIS AGREEMENT** ("Agreement") is entered this 27<sup>th</sup> day of December, 2024 by and between the County of Gloucester (hereinafter called the "County") and the West Deptford Apartments, LLC, (hereinafter called "the Developer").

**WHEREAS**, the County has applied for and received HOME Investment Partnership Program funds from the U.S. Department of Housing and Urban Development ("HUD") under Title II of the National Affordable Housing Act of 1990, Public Law 101-625; and

**WHEREAS**, the County's Department of Housing and Economic Development is the designated administrator of HOME Program funds; and

**WHEREAS**, the County desires to allocate \$150,000.00 from program year 2020 and 2021 HOME Investment Partnership funds to the Developer for the construction of 84 veteran and senior housing development units located at 420 Grove Avenue in West Deptford, NJ (the "Project"); and

**WHEREAS**, in accordance with 24 CFR Part 92.504, the County is required to enter into an Agreement with the Developer who will be responsible for the implementation of HOME-funded activities; and

**WHEREAS**, the County has completed a subsidy layering and underwriting analysis, as required by the HOME program, which supports the investment of HOME funds into the proposed project; and

**WHEREAS**, this Agreement is intended to ensure that HOME funds are used in accordance with all HOME program requirements; and

**WHEREAS**, the Developer has agreed to be a party to this Agreement.

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. USE OF HOME FUNDS**

**A. Activity**

The Developer will be responsible for implementing this HOME-funded project that includes the new construction of the Units, of which five (5) will be HOME-assisted (the "HOME Units"), consistent with applicable standards required as a condition of providing these funds.

The newly constructed units will be rented to very low and/or low-income households as defined in Section IV. B below. The rents for all HOME-assisted units must also

comply with the HOME rent limits as published by the U.S. Department of Housing and Urban Development annually.

The developer also agrees to provide evidence to the County on the amount and type of eligible HOME match, as outlined in 24 CFR Part 92.221 and secured as a result of this project.

The Developer must also determine and provide written evidence to the County as to the number, size, addresses, and unit identification of all HOME-assisted units developed as part of this project. Each of the HOME-assisted units will be fixed in the development.

The rental activities will be carried out in accordance with the project description outlined in Exhibit A, which is attached hereto and made part of this Agreement.

**B. Staffing/Capacity**

The Developer shall maintain a qualified staff that is adequate in size and professional qualification to carry out the activities described herein. In addition, the Developer must demonstrate sufficient financial resources to fully implement this HOME project. The Developer must provide the County with current financial statements on the development firm, entity, and/or personally that evidences sufficient liquidity and net worth to complete the HOME project as outlined in this Agreement. The County will require updated financial statements before the execution of this Agreement.

**C. Time of Performance**

The Developer shall commence construction work within one (1) year of the execution of this Agreement. All HOME funds shall be contractually obligated no later than one hundred twenty (120) days from the date of this agreement. All HOME funds shall be expended within eighteen (18) months from the commencement of construction.

**D. Duration of the Agreement**

This Agreement shall remain in effect for the entire affordability period as required under 24 CFR 92.254 and secured as outlined in Section H. of this Agreement.

**E. Grant Amount and Fees**

It is expressly agreed and understood that the total amount of the grant to be extended to the Developer under this Agreement shall not exceed \$150,000.00 from program year 2020 and 2021 funds.

All of these funds will be used for direct project costs associated with the construction of the units for HOME income-eligible renters. Additionally, the Developer may not charge any service, orientation, or inspection fees as part of this project.

**F. Interest Rate**

Since this is a grant, there is no interest rate.

**G. Repayment**

The entire amount of the HOME grant shall become due and payable to the County if the Developer is determined to be out of compliance with any of the terms and conditions of this Agreement and does not correct defects within a certain timeframe as set forth by the County.

**H. Security**

Repayment of the HOME grant shall be secured by a deed restriction in favor of the County on the property to be rented to HOME income-qualified households for a minimum of thirty (30) years. The County reserves the right to protect its HOME investment in the HOME-assisted property in the event of foreclosure or default by the Developer.

**I. Performance Monitoring**

The County will monitor the performance of the Developer against the performance benchmarks in Sections I. and J. of this Agreement and on an annual basis. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Developer within a reasonable period of time after being notified by the County, Agreement suspension or termination procedures will be initiated.

**J. Performance Benchmarks**

The County will monitor Developer based on the following project benchmarks/milestones:

MILESTONE	COMPLETION
Evidence of compliance with zoning for the project site, securing all necessary permits, evidence of all land development approvals	Q1 2024
Start of Construction	Q4 2024
Evidence of HOME Unit Marketing Plan	Q1 2025
Completion of construction work on property	Q2 2026
Evidence of Certificate of Occupancy provided to the County	Q2 2026
Initial Rent Up of Units	Q2 2026
Full Occupancy	Q1 2027

**K. Capital Needs Assessment per 92.251(b)(1)**

This is not applicable since the project is new construction.

**L. Sustainable Rental Housing**

The Developer agrees to meet the sustainable rental requirements as outlined in the final HOME Rule published July 24, 2013 at 24 CFR Part 92.250 and 92.251. These provisions include compliance with reasonable profit or return on investment, the financial viability for the entire affordability period, and market demand for the project. These items are provided in the project's subsidy layering analysis.

**II. NOTICES**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<b>County of Gloucester</b>	<b>West Deptford Apartments, LLC</b>
Christina Velázquez, Supervising Program Director, Gloucester County Office of Housing and Community Development Department of Economic Development 1480 Tanyard Road (856) 307-6664 (856) 307-6656 FAX cvelazquez@co.glocester.nj.us	c/o David Ginsberg Winn Companies, LLC One Washington Mall, Suite 500, Boston, MA 02108 Email: <a href="mailto:dginsberg@winnco.com">dginsberg@winnco.com</a> Phone: (908)-400-9283

**III. AFFORDABILITY REQUIREMENTS (RE: 24 CFR Part 92.254)**

This Agreement requires that all housing assisted with HOME funds under this Agreement meet the affordability requirements of 24 CFR Part 92.254 as applicable. The period of affordability for this project is thirty (30) years. The Developer must provide the County with copies of documentation for all assisted households for this project. All households must meet the income eligibility requirements at 24 CFR Part 92.252 and provide the following: two (2) months of source documentation for all income and income documentation for all adult household members. This must be done as part of the initial occupancy period and then at least once annually during the period of affordability.

**IV. PROGRAM REQUIREMENTS (RE: Subpart F of 24 CFR Part 92)**

The Developer agrees to comply with the following requirements of Title 24 Code of Federal Regulations, Part 92, HOME Investment Partnerships Program, and all federal regulations and policies issued pursuant to these regulations. This Agreement requires compliance with the project requirements found in Subpart F of Part 92 in the HOME Final Rule dated July 24, 2013, as follows:

**A. Property Standards (RE: 24 CFR Part 92.251(a) and (b))**

Housing that is assisted with HOME funds must meet all applicable state, local residential building codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. In the absence of local codes, HOME-assisted new construction or rehabilitation must meet one of the following model codes as applicable as determined by the County: Uniform Building Code (ICBO); National Building Code (BOCA); Standard Building Code (SBCCI); International Residential Code, the International Building Code of the International Code, or the Council of American Building Officials (CABO); or the Minimum Property Standards (MPS) at 24 CFR Part 200.925 or 200.926.

Housing assisted with HOME funds must comply with these property standards for the entire period of affordability per 24 CFR Part 92.251(f). In addition, it shall be the Developer's responsibility to maintain HOME-assisted properties in excellent condition during the period of affordability.

As a new construction project, the Project must meet the current edition of the Model Energy Code published by the Council of American Building Officials. In addition, the Project must meet all accessibility requirements and mitigate all disaster impacts as applicable per state and local code ordinances as outlined in 24 CFR Part 92.251(a) of the HOME final Rule dated July 24, 2013.

The Developer must also ensure that all work completed meets all applicable codes, contracts, and documents. Construction contracts and documents must contain sufficient detail to measure performance.

**B. Rent, Income, and Occupancy Requirements (RE: 24 CFR Part 92.203, 92.252, 92.504(c)(3)(ii) and 92.254)**

The Developer agrees to rent the HOME-assisted units only to income-eligible households. Income-eligible households are those with annual household incomes at or below 80 percent of the median family income as published by HUD annually for the MSA for which the project is located.

The income of each tenant must be determined initially in accordance with 24 CFR Part 92.203(a)(1)(i). In addition, each year during the period of affordability, the Developer/property manager must re-examine each tenant's annual income in accordance with 24 CFR Part 92.20. The Developer/property manager must submit certified rent rolls to the County annually to ensure compliance with published HOME rents. The County will review the certified rent rolls and approve them annually. Certified rent rolls must be submitted by the Developer or property manager to the County annually by January 31.

The Developer also agrees to establish rents that do not exceed the maximum allowable rents under HUD's HOME Program. The maximum rent for these units shall not exceed the lesser of:

- 1) The Fair Market Rent as published by HUD, based on the number of bedrooms in the unit, or
- 2) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 60 percent of the median income for the Metropolitan Statistical Area for which the project is located, with adjustments for the number of bedrooms in the unit. These rent limits are published annually by HUD.

In addition, if the project contains 5 or more units per 24 CFR 92.252, at least 20 percent of the HOME-assisted units must be occupied by very low-income families whose annual incomes do not exceed 50 percent of the median family income for the local Metropolitan Statistical Area. The rents for these units must meet one of the following requirements:

- a. The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions.
- b. The rent does not exceed 30 percent of the family's adjusted income. If the unit received federal or state project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the federal or state project-based rental subsidy program.

Additionally, all HOME-assisted housing units as part of this development achieve full occupancy within 18 months of Certificate of Occupancy per 24 CFR Part 252. If units are not fully occupied/leased within six months following the Certificate of Occupancy, the Developer must provide the County with an enhanced marketing plan to be submitted to HUD that demonstrates how the developer intends to ensure full occupancy of the HOME-assisted units per 24 CFR Part 92.252.

If the HOME-assisted units are not all fully occupied by HOME-eligible households within 18 months of the final Certificate of Occupancy, HOME funds expended on all unoccupied HOME units must be repaid to the County by the Developer per 24 CFR Part 92.252.

## **V. OTHER PROGRAM REQUIREMENTS (RE: 24 CFR Subpart H of Part 92)**

### **A. Equal Opportunity and Fair Housing (RE: 24 CFR Part 92.350)**

*Equal opportunity.* No person in the United States shall on the grounds of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds must be made available in accordance with the following:

- (1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et. seq. as amended; and Section 109 of the Housing and Community Development Act of 1974.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
- (3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very-low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 requirements apply to contractors and subcontractors performing work on Section 3-covered projects for which the amount of assistance exceeds \$200,000.00 and the contract or subcontract exceeds \$100,000.00.

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Developer. Failure to fulfill these requirements will subject the Developer, its successors and assigns to those sanctions specified by the Agreement through which federal assistance is provided. The Developer certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Developer further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement as applicable:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the areas of the project."

b. Notifications

The Developer agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(5) The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Developer must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. The Developer shall comply with the requirements of the most recently adopted County MBE/WBE Plan, which is attached as an appendix to this document.

B. Applicable Subcontract Provisions

The Developer will include the provisions of Paragraphs V-A (1) through (5), in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each contractor, subcontractor or vendor.

C. Environmental Review Requirements (RE: 24 CFR Part 92.352)

*General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.

The County will be responsible for completing the Environmental Review Record. The Developer agrees not to expend HOME funds without the express written consent from the County that environmental clearance has been obtained and that HUD has released said funds.

The Developer also agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470)

and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires a concurrence of finding from the State Historic Preservation Officer on a case-by-case basis for all rehabilitation activities that exceed the "no effect activities" list.

**D. Displacement, Relocation, Acquisition (RE: 92.353)**

It is not anticipated that this HOME Program activity will result in the displacement of any household. Should displacement occur as a result of acquisition and/or rehabilitation, the Developer agrees to comply with the Uniform Relocation Act (URA), the regulations at 49 CFR Part 24, and the requirements as set forth in the Gloucester County Anti-displacement Relocation Policy. All real property acquisition undertaken by the Developer or its subrecipients must comply with the applicable sections of the URA at 49 CFR Part 24.101 to 24.109 (acquisition requirements).

**E. Labor Requirements (RE: 92.354)**

**1. OSHA**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety.

**2. Labor Standards**

The Developer agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Developer will maintain documentation that demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Developer agrees that, except with respect to the construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and

7 governing the payments of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Developer of its obligation, if any, to require payment of the higher wage. The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

3. Contract Work Hours and Safety Standards Act applicable to contracts in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**F. Lead Based Paint (RE: 24 CFR Part 92.355)**

The Developer agrees that any rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 35. Such regulations pertain to all HUD-assisted housing and require that all owners or homebuyers of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Developer shall be responsible for testing each property assisted under this program. The Developer shall be responsible for any mitigation measures that must be undertaken to treat identified lead paint hazards.

As of September 15, 2000, the Lead-Based Paint Poisoning Prevention Regulations implementing Title X of the Housing and Community Development Act of 1992 became effective. All the pertinent Sub-Parts to that regulation are required for compliance.

**G. Conflict of Interest (RE: 24 CFR Part 92.356)**

The Developer agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

The Developer further covenants that in the performance of this Agreement no person having such financial interest shall be employed or retained by the Developer hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Developer.

**H. Debarment and Suspension**

As per 2 CFR Part 180.220, a contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) found at [www.sam.gov](http://www.sam.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**I. Flood Insurance**

The Developer agrees to comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), in that HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- (1) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than a year has passed since FEMA notification regarding such hazards; and
- (2) Flood insurance is obtained as a condition of approval of the commitment.

**J. Prohibited Activity**

The Developer is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

**K. Byrd Anti-Lobbying Amendment ( 31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

L. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

M. Uniform Administrative Requirements (24 CFR Part 92.505)

The requirements of 2CFR Part 200 apply to participating jurisdictions, State recipients, and subrecipients receiving HOME funds, except for the following provisions: §§ 200.306, 200.307, 200.308 (not applicable to participating jurisdictions), 200.311 (except as provided in § 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by § 92.502(c). If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern.

**VI. GENERAL PROGRAM REQUIREMENTS**

A. General Compliance

The Developer agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement. It is expressly agreed and understood by all parties to this Agreement that the Developer will be responsible for compliance and record keeping of the project and shall comply with all requirements of these general conditions.

B. Independent Contractor

Nothing in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall always remain an independent contractor with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Developer shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Developer's performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Assignability**

The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

**E. Worker's Compensation**

The Developer shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

**F. Insurance and Bonding**

The Developer shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall have a blanket fidelity bond covering all employees for the amount of funds to be provided to the Developer by the County under this Agreement.

**G. Grantor Recognition**

The Developer shall ensure recognition of the role of the grantor agency (U.S. Department of Housing and Urban Development) in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**H. Amendments**

The County or the Developer may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Developer from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Developer.

**I. Copyright**

If this Agreement results in any copyrightable material, the County and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, work for government purposes.

J. Reimbursement of Disallowed Costs

Violations of Federal Laws and Regulations may result in HUD disallowance of certain costs as eligible HOME activities. Ineligible costs must be repaid to the County. The Developer agrees to reimburse the County for any costs disallowed by HUD that are attributable to errors of omission or commission on the part of the Developer.

K. Drug Free Work Place

The Developer agrees to comply with the federal Drug Free Work Place requirements by completing the Drug Free Work Place Certification which is attached to this Agreement.

**VII. CONDITIONS FOR RELIGIOUS/FAITH-BASED ORGANIZATIONS (24 CFR Part 92.257)**

The Developer agrees that organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. As such, the Developer shall not discriminate against an organization on the basis of the organization's religious character or affiliation.

The Developer may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part of the HOME program. If the Developer 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.

The Developer, if faith or religious-based, 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.

The Developer shall not, in providing HOME program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

The Developer agrees that 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 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.

### **VIII. REQUEST FOR DISBURSEMENT OF FUNDS [RE: 24 CFR Part 92.504(c)(3)(vii)]**

The County will pay to the Developer funds available under this Agreement based upon information submitted by the Developer and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses and will be limited to the amount needed for costs incurred. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Developer.

### **IX. PROGRAM INCOME**

The Developer agrees that any HOME funds obtained from this project or repaid to the County because the assisted housing no longer meets the affordability requirements under 24 CFR Part 92.254(a)(4) and 24 CFR Part 92.254 (a)(5)(i) and (ii) are subject to all of the regulatory requirements of the HOME Program and must be sent immediately upon receipt to the County.

### **XI. RECORDS AND REPORTS (RE: 24 CFR Part 92.508)**

#### **1. Records to be Maintained**

The Developer shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the HOME program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with HOME assistance;
- e. Records documenting compliance with the fair housing, equal opportunity, and affirmative marketing components of the HOME program;
- f. Financial records as required by Part 92.508, and
- g. Other records necessary to document compliance with the HOME regulations at Subpart F of 24 CFR 92.

2. Retention

The Developer shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all funded activities under this program year, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after he/she has received final payment.

3. Client Data

The Developer shall maintain client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the County monitors or their designees for review upon request.

4. Property Records

The Developer shall maintain real property inventory records that clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria.

5. Disclosure

The Developer understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Developer's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving assistance.

6. Close-Outs

The Developer's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments.

7. Audits and Inspections

All records with respect to any matters covered by this Agreement shall be made available to the County, U.S. Department of Housing and Urban Development (HUD), their designees, or the federal government, at any time during normal business hours, as often as the County, HUD or other federal agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Developer within thirty (30) days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Schedule of Expenditures of

Federal Awards or similar schedule must include a reconciliation of funds/grants received versus funds/grants expended by C.F.D.A. number for the fiscal year.

**8. Indirect Costs**

If indirect costs are charged, the Developer will develop an indirect cost allocation plan for determining the appropriate Developer share of administrative costs and shall submit said plan to the County for approval.

**9. Access to Records**

The Developer shall furnish all information and reports for this program as required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**10. Progress Reports**

The Developer shall submit progress reports to the County, the content of which will be used by the County to complete its CAPER for submission to HUD and to monitor the overall project.

Required information will include data relative to resident characteristics (income, ethnicity, household size, etc.), financial status of the project, and HOME match information that describes the type and amount of match, if any, and the date of match credit. This information shall be provided by the Developer to the County upon the County's request.

**X. ENFORCEMENT OF THE AGREEMENT [RE: 24 CFR Part 92.504(c)(3)(vii)]**

**A. Suspension or Termination**

Either party may terminate this Agreement at any time, in accordance with 24 CFR 85.44, by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the activities listed in Paragraph I.A. may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Developer under this Agreement shall, at the option of the County, become the property of the County.

The County may also suspend or terminate this Agreement, in accordance with 24 CFR Part 85.43 and/or 2 CFR Part 200, in whole or in part, if the Developer materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein if not cured within 60 days of formal notification by the County. If the non-compliant items are not cured within the 60-day period, all of the loan's funds will be required to be repaid in full to the County by the Developer. The County may declare the Developer ineligible for any further participation in

County programs, in addition to other remedies as provided by law. In the event there is probable cause to believe the Developer is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen (15) percent of said Agreement funds until such time as the Developer is found to be in compliance with the County, or is otherwise adjudicated to be in compliance.

## **XI. OTHER REQUIREMENTS**

### **A. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR Part 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) found at [www.sam.gov](http://www.sam.gov), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 ( 3 CFR Part 1986 Comp., p. 189) and 12689 ( 3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **B. Americans with Disabilities Act (42 USC 12131-12134)**

1. Pursuant to federal regulations promulgated under the Americans with Disabilities Act, 28 CFR Section 35.101 et seq., the Developer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Developer agrees to comply with the "General Prohibitions Against Discrimination, 28 CFR Part 35.130, and all other regulations promulgated under title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the County through Agreements with outside contractors.
2. The Developer shall be responsible for and agrees to indemnify and hold harmless the County from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the County as a result of the Developer's failure to comply with the provisions of the above paragraph.

### **C. Additional Environmental Conditions**

#### **1. Air and Water**

The Developer agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq. as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- HUD Environmental Review Procedures (24 CFR, Part 58).

D. Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF GLOUCESTER, NJ

ATTEST:

Sanne Burns

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

John Gallo Jr.

ATTEST:

Kelly Noe

Title: Executive Assistant Title: President

Kelly Noe

**WEST DEPTFORD APARTMENTS, LLC** By: West Deptford Apartments MM LLC its managing member  
By: WDP Manager corp, its manager

BY: ASL

## **EXHIBIT A**

### **PROJECT DESCRIPTION & BUDGET**

## PROGRAM DESCRIPTION

The Gordon H. Mansfield Veterans and Seniors Village at West Deptford project consists of the new construction of an 84-unit age-restricted veterans affordable housing project located in West Deptford. Designed as a Passive House structure in a redevelopment area with NJ prevailing wage; this development will provide all residents with a robust community room, on-site laundry facilities, and wrap-around supportive services. The proposed development will have a mix of one and two-bedroom units and will provide 21 units at or below 30% AMI, 21 units at or below 50% AMI and 42 units at or below 60% AMI.

The units are all designed as universally visitable and adaptable to support aging in place and independent living. Many veterans face unique physical and mental health challenges. The building amenities include a space for telehealth appointments equipped to address virtual doctors' visits or special consultations and a private meeting space for meeting with case managers or outside service providers. Robust common area amenities include a community room with a cafe and kitchenette, indoor and outdoor gathering areas, laundry rooms, a small community room to host special events, and lounges on different floors. These communal spaces will help to foster a sense of camaraderie among veterans; catalyzed by year-round community events and supportive services. Site improvements will include the creation of robust green space, ornamental fencing, a garden area and patio, a BBQ gathering area, and extensive landscaping. Exterior features will be tailored towards the special needs of the veteran population, including a Columbarium for final resting place arrangements, an eternal flame, and a significant memorial flag area.

The requested HOME funding will be used as the construction source to build affordable housing for veterans who are homeless or at risk of experiencing homelessness. Providing adequate housing for veterans with integrated supportive services is crucial for their overall well-being and successful reintegration into civilian life. It can help to improve their mental and physical health, increase their sense of stability and security, and provide a stable foundation for their personal and professional lives.

## SOURCES & USES

Gordon H. Mansfield Veterans and Seniors Village at West Deptford West Deptford, Gloucester, NJ 84 units				WinnDevelopment 10/23/2024		
SOURCES AND USES OF FUNDS and LIHTC ANALYSIS						
Source	Construction Amount	Permanent Amount	Per Unit	Percentage	Term (years)	Amortiz. (years)
Syndication Proceeds- 4% LIHTC (Equity)	\$6,876,870	\$15,286,378	\$161,931	32.79%		
Deferred Reserves	\$1,713,276	\$0	\$0	0.0%		
HVFA Long Term Bond Perm Loan		\$4,754,039	\$56,595	10.20%		
HVFA Short Term Bonds	\$19,055,491		\$0	0.0%		
HVFA Short Term Bond Payoff	\$19,055,491		\$0	0.0%		
NJHFA Special Needs HTF		\$3,150,000	\$37,500	6.75%		
BoFA Construction Loan (Taxable)	\$20,500,000	\$0	\$0	0.0%		
Deferred Developer Fee	\$4,950,000	\$2,530,220	\$30,122	5.43%		
Investment Tax Credit (Equity)	\$683,166	\$1,540,369	\$16,338	3.35%		
Inflation Reduction Act Funding 45L (Equity)	\$170,103	\$378,000	\$4,500	0.81%		
Federal Home Loan Bank (Sponsor Loan)	\$272,020	\$440,000	\$5,238	0.94%		
Soldier On, Inc. Loan (Home Depot Foundation)	\$500,000	\$500,000				
Soldier On, Inc. Loan (CDS Funding)	\$900,000	\$900,000	\$10,714	1.93%		
Energy Rebate Incentives			\$0	0.0%		
West Deptford AHTF (Loan)	\$1,000,000	\$1,000,000	\$11,905	2.15%		
Gloucester County HOME (Loan)	\$150,000	\$150,000	\$1,766	0.32%		
NJEDA Aspire Loan	\$8,869,504	\$13,781,734	\$164,063	47.00%		
Aspire First Instal	\$0	\$2,206,178	\$26,284	4.73%		
<b>Subtotal</b>	<b>\$46,616,916</b>	<b>\$46,616,916</b>	<b>\$554,933</b>	<b>116.35%</b>		
Uses of Funds						
Use	Amount	Per Unit	Credit	4%	Per Bed	
Acquisition	\$2,100,000	\$25,000	\$0	\$0	\$20,583	
Direct Construction	\$28,469,249	\$355,920	\$28,459,575	\$28,459,575	\$270,287	
Soft Costs	\$8,834,331	\$105,171	\$5,852,583	\$5,852,583	\$66,612	
Developer Overhead & Fee	\$5,500,000	\$65,476	\$5,500,000	\$5,500,000	\$53,922	
Capitalized Reserves	\$1,713,276	\$20,356	\$0	\$0	\$16,797	
<b>TOTAL USES</b>	<b>\$46,616,916</b>	<b>\$554,933</b>	<b>\$39,812,258</b>	<b>\$39,812,258</b>	<b>\$39,812,258</b>	
GAP						
Gap Between Sources and Uses						
LIHTC Analysis						
	Eligible Basis less Historic credits	Acquisition Credit	4% Credit	Total		
	\$0	\$39,812,258	\$39,812,258	\$39,812,258		
	Applicable percentage	100.0%	100.0%			
OCT #2 - Qualified Census Tract OR Difficult Development Area	Qualified Basis	\$0	\$39,812,258	\$39,812,258		
	Adjusted Qualified Basis	100.0%	100.0%			
	Estimate - Tax Credit Percentage	\$0	\$39,812,258	\$39,812,258		
	Annual Tax Credit	4.00%	4.00%			
	Annual Tax Credit Requested	\$0	\$1,592,490	\$1,592,490		
	Limited partners' percentage	99.990%	99.990%	99.99%		
	Annual Credit for Syndication	\$0	\$1,592,331	\$1,592,331		
	Syndication Yield (cents/bed)	0.960	0.960	0.960		
	Available Equity	\$0	\$16,286,378	\$16,286,378		