



DEVELOPER'S AGREEMENT

APPENDIX C.



OCTOBER 20, 2025

CITY OF PATERSON



CITY OF PATERSON

**MAYOR
ANDRÉ SAYEGH**

**HOME INVESTMENT PARTNERSHIP –
(HOME - EN) PROGRAM**

**AGREEMENT BETWEEN
The CITY OF PATERSON [Grantee] AND
_____Developer]**

FOR THE
HOME - EN PROGRAM

THIS AGREEMENT is entered this _____ day of _____, 202__ by and between the HOME - EN Grantee of the **CITY OF PATERSON** (hereinafter referred to as the “Grantee”) and _____ hereinafter referred to as the “Developer”) (hereinafter referred to together as the “Parties”).

WHEREAS, the Grantee is an entitlement community designated by the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) and receives an annual allocation of funding under the HOME Investment Partnership Program (hereinafter referred to as the “HOME Program”); and,

WHEREAS, the Grantee received a special allocation of funding from HUD under the HOME Investment Partnership Program – American Rescue Plan (hereinafter referred to as the “HOME - EN Program”); and,

WHEREAS, the Grantee wishes to engage the Developer to assist the Grantee in using \$ _____ from the Grantee’s allocation of money received from HUD under the HOME - EN Program (hereinafter referred to as the “HOME - EN Funds”), in accordance with applicable notices, regulations and guidance from HUD; and,

WHEREAS, the Grantee intends to make the HOME - EN Funds available to the Developer in the form of a deferred payment loan; and,

WHEREAS, the Grantee and the Developer have entered into that certain HOME - EN Deed Restriction and Long-Term Affordability Mortgage and Loan Agreement of even date (hereinafter referred as the “Mortgage Agreement”) which is cross referenced and cross defaulted with this Agreement, identifies the agreed upon terms, covenants, conditions, and restrictions and is made a part of this Agreement;

NOW, THEREFORE, it is agreed between the Parties hereto that;

I. SCOPE OF SERVICE

The City is entering into this HOME - EN Agreement with the Developer, for the commitment of HOME - EN Funds contingent upon the City securing an acceptable environmental clearance on the property.

The Developer will be responsible for carrying out eligible activities under the HOME - EN Program in a manner satisfactory to the Grantee and consistent with all standards

required as a condition of providing these funds. Program activities will include the following uses and corresponding activities eligible under the HOME - EN Program:

A. Developer Responsibilities

1. The Developer will carry out this program in accordance with the policies, procedures and other provisions of the Grantee's HOME Policies and Procedures Manual and the Grantee's amendment to the Grantee's _____ Annual Action Plan for the Grantee's HOME - EN Program, provided to the Developer by the Grantee, and incorporated herein by reference. The Developer will not take any actions such as signing any contracts prior to the Grantee issuing a release of funds to the Developer. The Developer hereby agrees to accept and follow any additional guidance or regulations provided by HUD, specifically all regulations found at the Title of Federal Regulations implementing the HOME Program (hereinafter referred to as "[24 CFR 92](#)") and at the Final HOME - EN Implementation Notice [CPD 21-10](#) (hereinafter referred to as the "Notice"), as well as any written amendments that are mutually agreed upon by the Grantee and the Developer. More specific descriptions of the HUD regulations are found below in this Agreement.

2. This program activity may include the acquisition and development of the residential property located at _____, Paterson, New Jersey (hereinafter referred to as the "Project") in accordance with the definitions and requirements of the HOME - EN Program and the HOME Program, to the extent that these activities are incorporated in this Section I and in Exhibit B.

3. The Developer is responsible for providing the deliverables that are described in Exhibit A-1, HOME - EN Budget for Residential Acquisition and Redevelopment, within the time periods and for the approximate average budget amounts described therein. The total allocation of HOME - EN funding provided under this Agreement may not exceed the total amount of HOME - EN Funds indicated in Section III, Subsection A below.

4. The Developer's expenditures for program delivery will be limited as follows, unless changes to the limits are agreed to in writing by the Grantee and the Developer for a particular property:

a. Estimated number of units and addresses of the structures to be acquired, redeveloped and/or constructed:

b. Eligible properties: The Developer will use HOME - EN Funds only to acquire and develop properties in the City of Paterson that are eligible under the HOME - EN Program for construction, rehabilitation or redevelopment as low-income units as defined per the HUD-issued Income Guidelines. Properties acquired, renovated, or constructed with the HOME - EN Funds (hereinafter referred to as the “HOME - EN Units”) must be used as residential structures.

c. Designated target areas: The Developer may carry out this activity only in the City of Paterson.

d. Prior approval of acquisitions by the Grantee: The Developer may not execute a purchase agreement for a property to be acquired and developed or contribute a Developer-owned property to this program without first obtaining written approval by the Grantee. To request this approval, the Developer will provide the Grantee with a property description, preliminary plans and specifications for rehabilitation or construction work, a preliminary development cost estimate, an estimate of the purchase price per unit and a timeline for the proposed development of the property complete with milestones. The preliminary development cost estimate will be provided in a form acceptable to the Grantee and will include all proposed construction costs, fees and any other costs associated with completing the development of the Project. The Developer will provide the Grantee with a copy of an appraisal report on the property performed by a certified appraisal firm. Also, the Developer will provide the Grantee with a copy of a Phase I environmental assessment report on the property completed by a certified environmental assessment firm and in form and content satisfactory to the Grantee. The report must document that there are no environmental hazardous materials on the property. If the report indicates the presence of environmentally hazardous materials, the Developer must obtain a Phase II environmental assessment report and provide the Grantee with documentation of a remediation plan prior to the Grantee approving the acquisition of the property. The Grantee will base its approval of the purchase of any property upon an assessment of compliance with the HOME - EN Program and the HOME Program and conformity to expenditure limits described herein.

e. It is the Developer’s sole responsibility to obtain adequate financing from internal sources or third-party financial institutions to complete the Project. The Grantee will have no obligation to secure or guarantee such financing. Proof of financing to complete the Project in the form of bona-fide binding commitment letters will be required prior to the

Grantee committing funds to the Developer and prior to dispersing any HOME - EN Funds.

f. Developer fee allowed per dwelling unit: The maximum allowed developer fee is ten percent (10%) of the rehabilitation costs or construction costs payable upon lease of all of the completed units to eligible households under the HOME - EN Program.

g. General contractor fee allowed: If the Developer is acting as the general contractor and thus hiring and managing subcontractors, The Developer may charge an additional fee in the form of a 10% mark-up of subcontractor costs. The Developer's reimbursement requests for construction costs may include a 10% mark-up of all valid, documented costs of subcontractors who have performed construction work. However, such mark-up may not be applied to non-construction costs such as taxes, insurance, security, general requirement, or working capital costs. No such fees will be paid to the Developer for any HOME - EN Unit that is rehabilitated or built by a third-party general contractor. All general contractors performing work on projects funded with HOME - EN Funds must be properly licensed.

h. Allowed marketing costs for homes to be leased: The Developer may expend up to \$1,500 per HOME - EN Unit in HOME - EN Funds for marketing costs such as advertisements and flyers. If marketing is funded for multiple HOME - EN properties, the costs of such marketing must be allocated to each HOME - EN Unit.

i. Other acquisition, rehabilitation/construction and soft costs are not subject to per-home cost limits, but must be reasonable and ordinary costs of development.

j. The Developer will submit to the Grantee for the Grantee's approval all applicable architectural and engineering contracts, construction contracts and proof of adequate insurance (as specified in Exhibit B, Section D). The Developer's architect will certify to the Grantee that the plans and specifications developed for each property meet with Energy Star standards.

k. Accounting for expenditures: The Developer will account for total HOME - EN expenditures per unit by means of assigning an accounting code for HOME - EN funded or reimbursed expenses for each property and another accounting code, if applicable, for non-HOME - EN funded expenditures (if any).

l. The Developer will provide a summary of the procedures used to select potential tenants to occupy the HOME - EN Units, estimated income targeting, and the identity of any additional subsidies that will be offered.

m. The Developer will identify households for a minimum of 70% of the HOME - EN Units from one of four qualifying populations

(hereinafter referred to as “Qualifying Households”). Based on the criteria outlined in the Notice, a Qualifying Household can be 1) Homeless as defined in [24 CFR 91.5](#) Homeless (1), (2), or (3); At Risk of Homelessness as defined in [24 CFR 91.5](#) At Risk of Homelessness; 3) Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking as defined by HUD in the Notice; and, 4) other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice. The Developer can lease no more than 30% of the HOME - EN Units to low-income households (hereinafter referred to as the “Low-Income Households”) as defined by the HOME Program.

n. The Developer will maintain the rental properties developed with HOME - EN Funds as affordable and occupied by Qualifying Households and Low-Income Households under the HOME - EN Program for a minimum period of 15 years from the date of the completion of the initial occupancy of all HOME - EN Units or the date that the City completes all required information in HUD’s Integrated Disbursement and Information System (hereinafter referred to as the “IDIS”), whichever is later (hereinafter referred to as the “Affordability Period”). After the completion of the Project, Grantee will notify the Developer the dates when the Affordability Period begins and ends. During the Affordability Period, the Developer will ensure that all tenants in HOME - EN Units will continue to occupy the property as their primary residence. The Developer will be required, during the Affordability Period, to list the City of Paterson on their insurance policy, as a lien holder with their insurance company.

o. In the event the Project has more housing units than the number of HOME - EN Units, prior to the start of construction, the Developer will notify the Grantee which units in the Project will be the HOME - EN units. These designated units will remain fixed as the HOME - EN Units during the Affordability Period and the Developer will follow the provisions at [24 CFR 92.252 \(j\)](#).

p. The Developer agrees to enter into the Mortgage Agreement with the Grantee to ensure the continued affordability of the properties developed with HOME - EN Funds during the Affordability Period.

q. During the initial lease up of all HOME - EN Units in the Project, the Developer will establish the tenant-paid rents for the HOME - EN units leased to Qualifying Households at 30% of the adjusted household income for each Qualifying Household. The Grantee defines the tenantpaid rent as rent payments plus tenant-paid utilities. Each year, the Grantee will provide the Developer with the updated maximum rent payments as determined by HUD and will determine the tenant-paid utilities for the Project. In no case can the rents for the HOME - EN Units for Qualifying

Households exceed 30% of the adjusted income of a household whose annual income is equal to or less than 50% of the area median income (hereinafter referred to as “AMI”), as determined by HUD, with adjustments for number of bedrooms in the unit. The Developer does not need to use household income to qualify the Qualifying Household for the HOME - EN Units: however, the Developer must determine their household income to determine the affordable rent contribution by the Qualifying Household. In order to determine the Qualifying Households annual household income, the Developer will use the definition found at [24 CFR 5.609](#). The Developer will calculate the household income of each Qualifying Household in a HOME - EN Unit to determine the amount of tenant-paid rent contribution using the regulations found at [24 CFR 92.203 \(a\) \(1\) \(i\) or \(iii\)](#).

In the event a Qualifying Household is occupying a HOME - EN Unit that has Federal or State of New Jersey project-based subsidies, the Developer may charge up to the maximum allowable rent under the subsidy program with the Qualifying Household paying no more than 30% of their adjusted household income in tenant-paid rent and utilities and the subsidy program providing the balance of the rent.

Each year during the Affordability Period, starting one year after initial occupancy, the Developer will use the definition of annual income found at [24 CFR 5.609](#) to examine the income of Qualifying Households to determine the household’s contribution to rent. During all years in the Affordability Period after year one, the Developer will calculate the household income of each Qualifying Household in a HOME - EN Unit to determine the amount of tenant-paid rent contribution using the regulations found at [24 CFR 92.203 \(a\) \(1\) \(i\) or \(iii\)](#).

r. During the initial lease up of all HOME - EN Units in the Project to Low-Income Households, the Developer shall not lease a HOME - EN Unit to any Low-Income Household whose annual household income exceeds 60% AMI. The rent shall not exceed the lesser of 30% of the annual income of a household whose annual income equals 65% of AMI (hereinafter referred to as the “High HOME Rent”) or the Fair Market Rent for Passaic County as periodically revised by HUD (hereinafter referred to as “FMR”).

For properties with five (5) or more HOME - EN Units that are available to Low-Income Households, at least 20% of the HOME - EN Units for Low-Income Households must be rented to Very Low-Income Households and must have rents which are no greater than the lesser of 30% of the annual income of a household whose annual income equals 50% of the AMI (hereinafter referred to as the “Low HOME Rent”) or the FMR. The Project Rule applies throughout the entire Affordability Period. The

Developer will lease at least 0 HOME - EN Units as Low HOME Rent units.

Prior to commencing the initial lease up of the HOME - EN Units, the Developer will meet with the Grantee to establish the High HOME Rents and the Low HOME Rents (if necessary) that the Developer is to use during the initial lease up period.

s. The Developer agrees that it will comply with all HUD regulations found at [24 CFR 92.253](#) with regard to lease agreements, tenant protections, tenant selection and at [24 CFR 92.351](#) with regard to affirmative marketing efforts to ensure fair and equitable selection of tenants for the HOME - EN Units.

t. During the Affordability Period, the Developer will submit to the Grantee documentation on an annual basis to demonstrate that the at least 70% of the HOME - EN Units in the Project have been fully occupied within the past twelve (12) months to Qualifying Households under the HOME - EN Program and no more than 30% of the units in the Project are leased to Low-Income Households. On an annual basis, the Developer will also demonstrate to the Grantee the household income used to determine the rent charged each tenant in a HOME - EN Unit.

B. Grantee Responsibilities

The Grantee is responsible for the following tasks and deliverables.

1. Review the required documentation for the purchase of individual properties and approve each property purchase as described herein or notify the Developer of any deficient required information.
2. Review and approve site-specific environmental assessment reviews, architect and engineering contract, construction contract, plans and specifications.
3. Issue to Developer a release of funds notifying the Developer they are authorized to move forward with the Project.
4. Inspect all progress on the Project to ensure all work is performed and all materials used are in accordance with the construction plans and specifications approved by the Grantee prior to the Grantee issuing the release of funds.
5. Management of all draws of HOME - EN Funds from HUD and payment of valid and properly documented draw requests from the Developer.
6. Reporting to HUD via the IDIS system, using, in part, data provided by the Developer.

7. Monitoring all program activities of the Developer to assure compliance with the terms of this Agreement including all HOME - EN Program and HOME Program requirements.

8. Processing requests for disbursements of HOME - EN Funds, including necessary construction inspections, in a timely manner; the Grantee will clearly and promptly describe any deficiencies identified by the Grantee that prevent a disbursement or portion of a disbursement from being approved. Upon the request of the Developer, the Grantee must promptly itemize and describe such deficiencies in writing.

9. Ensuring that information required by HUD is reported in the IDIS system in a timely manner. The Grantee must comply with the HOME - EN and HOME

performance reporting requirements and with any additional reporting requirements announced by HUD at any time during the duration of this Agreement.

10. In accordance with [24 CFR 92.252 \(f\) \(2\)](#), the Grantee will provide the Developer with information from HUD on updated rent limits by bedroom size and income tier. The Developer may increase the rent on HOME - EN Units leased to Low-Income Households to the maximum allowed by HUD less the corresponding utility allowance. In no event shall any annual rent increase on a HOME - EN Unit leased to a Low-Income Household be greater than 4% or the percentage increase in the Consumer Price Index for the City of Paterson, whichever is lower. The Developer can increase the rents on HOME - EN Units leased to Qualifying Households to the maximum allowed by the project subsidy.

C. Income Eligibility Requirements

In accordance with HOME - EN regulations and requirements found in the Notice, the Developer will use the HOME - EN Funds to assist Qualifying Households and LowIncome Households whose incomes do not exceed 60% or 50% of AMI as required by provisions elsewhere in this Agreement. The Developer does not need to use income to determine eligibility of the Qualifying Households as long as they meet one of the four provisions outlined in Section I.A.4.n. above.

D. Developer Staffing

The names and roles of the Developer's key personnel (staff or contractors) executing the Project is as follows:

President: _____

HOME - EN Project Manager: _____

Financial staff person at the City responsible for approving submission of HOME - EN payment requests:

BARBARA MCLENNON, CD DIRECTOR.

E. Performance Monitoring

The Grantee will monitor the performance of the Developer based on goals and performance standards as stated above along with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If corrective action is not taken by the Developer within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. The Developer agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the Grantee, or the Grantee's internal auditor(s) access to all records related to performance of activities in this Agreement during the Affordability Period. Failure to comply with proper record keeping and providing the Grantee with access to the Developer's records will result in a default of this Agreement and the Mortgage Agreement and a recapture of HOME - EN Funds.

F. Progress Reports and Other Reports

The Developer hereby agrees to provide in a timely manner all necessary progress reports and other reports required by the Grantee on forms to be provided by the Grantee. At a minimum, the Developer will submit to the Grantee the following:

1. The Developer will submit on a periodic basis, but no more than once a month and no less than quarterly, a narrative progress report, in form and content acceptable to the Grantee, outlining the progress achieved by the Developer in completing the Project.
2. The Developer will submit to the Grantee on a periodic basis, but no more than once per month, requests for reimbursement of acceptable development costs associated with completing the Project. The request for reimbursements must be in a form acceptable to the Grantee and certified by an official of the Developer as to their accuracy of the costs and compliance with all applicable HUD requirements and regulations.

II. TIME OF PERFORMANCE

A. Start and Completion Dates

Time is of the essence in completing the Project. Services of the Developer shall commence on the day this Agreement is executed and end on the last day of the Affordability Period. The construction of the Project shall be completed by the ____ day of _____, 20__ with all HOME - EN Funds allocated to the Project having been expended, unless the Grantee at its sole discretion approves a later completion date in a written notice to the Developer.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Developer is responsible for HOME - EN reporting or compliance measures or remains in control of HOME - EN Funds or other HOME - EN or HOME assets.

B. HOME - EN Funds Expenditure Deadline

The Developer must expend 100 percent of the total HOME - EN Funds in Section III Subsection A herein by the completion of the Project but no later than the ____ day of _____, 20____. Any HOME - EN Funds that have not been expended by this date may be recaptured by the Grantee at the Grantee's sole discretion. The Developer must report on expended HOME - EN Funds on a monthly basis or when requests for reimbursements are made, whichever occurs sooner.

C. Project Milestones

The Developer agrees to provide the Grantee with milestones and timelines of each of the development process to complete and lease the Project. Such milestones shall include but not be limited to the following: complete pre development work, finalize construction plans and specifications, secure building permits and all approvals, award construction contract and commence construction, 50 percent complete, 90 percent complete, lease up period start, lease up period end and final completion date.

III. BUDGET

A. Program Budget

The total amount of HOME - EN Funds allocated to the Developer is \$_____, (\$_____per unit) as outlined in the development budget included in Exhibit A. This amount represents an allocation of the Grantee's total HOME - EN funding contingent upon the Developer's performance.

B. Additional Budget Details

A budget for the Project is included in Exhibit A. The Developer is required to notify the Grantee of any changes to the budget in detail prior to disbursement of any HOME - EN Funds. In addition, the Grantee may require different budget breakdowns than the one contained herein, and the Developer shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

C. Recapture and Reallocation of the Developer's Allocation of HOME - EN Funds

The HOME - EN Funds are being provided to the Developer in the form of a deferred payment loan, which will be forgiven at the completion of the Affordability Period after all requirements in this Agreement and the Mortgage Agreement have been satisfied by the Developer.

If the Developer fails to expend the HOME - EN Funds as indicated with regard to the Scope of Services, the Grantee at its sole discretion may recapture a portion or all of the HOME - EN Funds or the unexpended HOME - EN Funds allocated to the Project. The portion recaptured will be equal to the Grantee's estimate of the amount of HOME - EN Funds that would remain unspent by the spending deadlines described herein, based on the Developer's activities to date and capacity to complete the work.

In addition, the amount of the Developer's HOME - EN Funds that are not expended by the expenditure deadline in Section II. Subsection B, herein will be recaptured immediately unless the Grantee grants a brief extension of the deadline in writing based on extenuating circumstances and compelling evidence that the expenditures will be completed during the extended period.

If, during the Affordability Period, the Developer is in default on any of the provisions contained in this Agreement, including if the Developer does not adhere to the provisions at [24 CFR 92.252](#), or any of the provisions contained in the Mortgage Agreement and that default is not cured within a period of 60 days, the Grantee, at the Grantee's sole discretion can demand repayment of all HOME - EN Funds expended on the Project and the Developer will be responsible for the repayment of all HOME - EN Funds to the Grantee. Notwithstanding the foregoing, the Grantee agrees to give the Developer's investor limited partner and special limited partner prompt written notice of any default of the Developer under this Agreement or the Mortgage Agreement. The investor limited partner and/or special limited partner may have up to sixty (60) calendar days after receipt of such written notice of default to cure all defaults. A cure tendered in full by the investor limited partner and/or special limited partner shall be honored by the Grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount of HOME - EN Funds to be paid by the Grantee to the Developer under this Agreement shall not exceed the amount described in Section III. Subsection A herein plus additional amounts allocated, if any. Requests for the payment of eligible expenses shall be associated with the budget line items in Exhibit A and in accordance with performance. The Developer agrees that the Grantee's payment of each request for funds made by the Developer is contingent upon the Grantee, or the Grantee's designee,

inspecting the Project to ensure the work completed and the materials used are in accordance with the plans and specifications approved by the Grantee prior to issuing the release of funds.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

If to the Developer:

Contact Persons:

With copies to:

If to the Grantee:

Barbara A. Blake-McLennon, Director
Department of Community Development
City of Paterson
125 Ellison Street
Paterson, NJ 07505
973-321-1212
bmclennon@patersonnj.gov

VI. ENTIRE AGREEMENT

This Agreement between the Grantee and the Developer for the use of HOME - EN Funds eligible for receipt supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Developer with respect to this Agreement. By way of signing this Agreement, the Developer is bound to perform the terms contained within this Agreement or any HUD approved amendment thereof. Any amendment to this Agreement must be in writing and receive prior approval by HUD.

Additional requirements associated with this Agreement are described in Exhibit B.

GRANTEE

DEVELOPER

CITY OF PATERSON

BY: _____

Name: ANDRÉ SAYEGH

BY: _____

Name:

Title: MAYOR

Title:

Date: _____

Date: _____

JAQUELINE MURRAY

Title: ACTING DEPUTY CITY CLERK

Date: _____

APPROVED AS TO FACTS:

Name: BARBARA A. BLAKE-MCLENNON

Title: COMM. DEV. DIRECTOR

DATE: _____

REVIEWED BY:

Dated: _____
IMAN BOUKADOUM, ESQ.

Title: ASSISTANT CORPORATION COUNSEL

APPROVED AS TO FORM AND LEGALITY:

Dated: _____
AYMEN ABOUSHI, ESQ

Title: CORPORATION COUNSEL

Exhibit A-1: HOME - EN Development Proposed Sources and Uses Development Budget submitted by the Developer –

**HOME Investment Partnership Program/ HOME-ARP
Paterson Proposed Housing Development
Sources and Uses Budget**

	Total	Per Unit	Per Sq. Ft.
	Budget	Budget	Budget
USES OF FUNDS:			
Land	\$0	\$0.00	\$0.00
Building Acquisition	0	0.00	0.00
Construction Costs	0	0.00	0.00
Community Building	0	0.00	0.00
Surety & Bonding	0	0.00	0.00
Building Permits	0	0.00	0.00
Garage Parking	0	0.00	0.00
General Requirments	0	0.00	0.00
Contractor Overhead	0	0.00	0.00
Hard Cost Contingency	0	0.00	0.00

Soft Costs				
Appraisal & Market Study		0	0.00	0.00
Architect		0	0.00	0.00
Engineer		0	0.00	0.00
Attorney		0	0.00	0.00
Cost Certification		0	0.00	0.00
Consultants & Planners		0	0.00	0.00
Working Capital Reserve		0	0.00	0.00
Construction Interest		0	0.00	0.00
Real Estate Taxes		0	0.00	0.00
Insurance		0	0.00	0.00
Title Insurance & Recording Costs		0	0.00	0.00
Financing Fees		0	0.00	0.00
Furniture, Fixtures & Equipment		0	0.00	0.00
Utility Fees		0	0.00	0.00
Working Capital & Escrows		0	0.00	0.00
Other Fees		0	0.00	0.00
Soft Cost Contingency		0	0.00	0.00
Developer's Fee		0	0.00	0.00
Subtotal Soft Costs		0	0.00	0.00
Total Development Costs		\$0	\$0.00	\$0.00
SOURCES OF FUNDS:				
Developer Equity	%	\$0	\$0.00	\$0.00
Deferred Developer's Fee	%	0	0.00	0.00
NJ HMFA Mortgage Note	%	0	0.00	0.00
ERG Bridge Loan	%	0	0.00	0.00
Hitsoric Tax Credits	%	0	0.00	0.00
LIHTC Equity	%	0	0.00	0.00
City RCA Funds	%	0	0.00	0.00
City HOME Funding	%	0	0.00	0.00
Total		\$0	\$0.00	\$0.00

Exhibit A-2: Cost Estimate Review Performed on _____ of the Development Project Budget.

Exhibit B: Additional Requirements

I. GENERAL CONDITIONS

A. General Compliance

The Developer agrees to comply with all HOME Investment Partnership Program regulations and requirements found in [24 CFR 92](#), including those found in [24 CFR 92.504\(c\)\(3\)](#) with regard to Affirmative Marketing, Minority Outreach Program (see [24 CFR 92.351](#)), Environmental Review (see [24 CFR 92.352](#)), Non-Discrimination, Displacement, Relocation, and Acquisition (see [24 CFR 92.353](#)), Labor Requirements (see [24 CFR 92.354](#)), Lead-Based Paint (see [24 CFR 92.355](#)), Conflict of Interest (see [24 CFR 92.356](#)), Executive Order 12372 (see [24 CFR 92.357](#)), Consultant Activities (see [24 CFR 92.358](#)), Violence Against Women Act (VAWA) Requirements (see [24 CFR 92.359](#)), and any other Federal Requirements (see [24 CFR 92.350](#)).

The Developer also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Developer further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration. The Developer further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Developer agrees to screen each general contractor and subcontractor used in conjunction with the Project to ensure that none are on the HUD list of disbarred and suspended contractors. The Developer will provide the Grantee with a list of all general contractors and subcontractors that are scheduled to work on the Project. The Grantee will review the list to ensure compliance with this requirement.

B. “Independent Contractor”

Nothing contained 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 at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Developer is an independent contractor.

C. Workers' Compensation

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

D. Insurance & Bonding

The Developer agrees to comply with all HOME regulations and requirements, including those found in [24 CFR 92](#), [2 CFR 200.310](#) and [2 CFR 200.447](#). The Developer also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Developer shall maintain insurance to cover the Grantee for any liability for personal injuries or property damage arising out of the activities covered by this Agreement. Proof of said coverage shall be furnished to the Grantee upon request and shall have limits of coverage not less than two million dollars per person per incident.

E. Suspension or Termination

In accordance with [4 CFR 200](#), the Grantee may suspend or terminate this Agreement if the Developer materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the statutes, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD policies or directives as may become applicable at any time;
 2. Failure, for any reason, of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;
 3. Ineffective or improper use of funds provided under this Agreement;
- or
4. Submission by the Developer to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by mutual agreement between the Grantee and the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award

was made, the Grantee may terminate the award in its entirety. Such a termination shall only be carried out with the explicit written approval from HUD.

G. Indemnification

The Developer agrees to indemnify, protect and hold harmless the Grantee and or the City of Paterson from any and all losses, injuries, expenses, demands and claims against the Grantee and or the City of Paterson sustained or alleged to have been sustained in connection with or resulting from (i) the Developer's execution of the activities proposed under this Agreement; (ii) the delivery by the Developer to the Grantee of any other documents or information; and, (iii) any other conduct undertaken by the Developer in furtherance of or in relation to the activities undertaken by the Developer per the terms of this Agreement.

The Developer agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this Developers Agreement or any other contract between the Grantee and the Developer.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Developer agrees to comply with [24 CFR 200.302](#) and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record Keeping

1. Client Data

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

2. Records to be Maintained

Prior to release of final payment by the Grantee to the Developer, the Developer shall provide the Grantee with all records required by Federal regulations specified in [24 CFR 92.508](#). 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 benefits very low and low-income persons;
 - c. Records required in determining the eligibility of activities and the eligibility of all properties assisted;
 - d. Records required documenting the purchase and sale amounts of each property, discounts, and the sources and uses of funds for each activity;
 - e. Records documenting compliance with the fair housing and equal opportunity requirements of the HOME program, including but not limited to the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program;
 - f. Records documenting efforts to ensure that the initial successor in interest in a foreclosed upon dwelling or residential real property has complied with the tenant protection requirements;
 - g. Financial records as required by [24 CFR 92.508](#) and [4 CFR 200.302](#);
- and
- h. Other records necessary to document compliance with [24 CFR 92](#).

3. Retention

The Developer shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the completion of the Affordability Period. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that

have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

4. Disclosure

The Developer understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or the Developer's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Developer's obligation to the Grantee shall not end until the US Department of Housing and Urban Development completes all close-out requirements for the HOME - EN grant. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, balances, and accounts receivable to the Grantee); and determining the custodianship of records. However, the terms of this Agreement shall remain in effect during any period that the Developer has control over HOME - EN Funds.

6. Audits & Inspections

All of the Developer's records with respect to any matters covered by this Agreement shall be made available to the Grantee, the Grantee's agency, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or termination of this Agreement. The Developer hereby agrees to have an annual agency audit conducted in accordance with current the Grantee policy concerning developer audits and OMB Circular A-133.

C. Payment Procedures and Reporting

1. Payment Procedures

The Grantee will pay to the Developer funds available under this Agreement based upon information submitted by the Developer and consistent with any approved budget and the Grantee policy concerning payments. In accordance with [24 CFR 92.504 \(c\) \(3\) \(viii\)](#), payments will be made for the reimbursement of eligible HOME - EN related expenses actually incurred by the Developer, and will not exceed actual cash requirements. The Developer will not request for disbursement of HOME - EN Funds under this Agreement until the HOME - EN Funds are needed for payment of eligible costs. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Developer.

HUD, through the Integrated Disbursement Information System (IDIS) system, generally provides access to grant funds within 3 working days of an electronically submitted request by the Grantee. To ensure expeditious implementation of activities, the Grantee agrees to draw funds from the line of credit and make payment to the Developer within 30 working days of receipt of the Developer's complete and properly submitted requests for payment for activities under this Agreement, if feasible. The Developer agrees to submit requests for payment in a timely manner in the form and at the times directed by the Grantee.

The Grantee, at the Grantee's sole discretion, may retain up to ten (10) percent of the funds requested by the Developer and hold the retained funds until the Project has been completed to the Grantee's satisfaction and a final inspection can be made by the Grantee to determine that all work performed and all materials used were in accordance with the construction plans and specifications provided to the Grantee at the time the release of funds was approved.

2. Progress Reports

The Developer shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Developer will reference the milestones in the Project timeline provided to the Grantee prior to the Grantee issuing a release of funds. The Developer will document each milestone in the timeline that the Developer will not be able to adhere to and provide the Grantee with a reasonable explanation and a revised date for completion of the milestone.

During the Affordability Period, the Developer agrees to maintain all files and records in accordance with the regulations found at [2 CFR 200](#). The Developer shall annually submit to the Grantee reports on the performance of the project in accordance with [24 CFR 92.504 \(c\) \(3\) \(vi\)](#). Such reports will include a current rent roll, an annual operating statement and end of year balance sheet, a cash flow statement, any new lease agreements executed in the past year and any additional information required by the Grantee to determine the continued financial viability of the Project.

D. Use of and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of [2 CFR 200](#) and [24 CFR 92](#), as applicable, which include but are not limited to the following:

1. The Developer shall transfer to the Grantee any HOME - EN Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination, unless otherwise specified in the HUD closeout agreement with the Grantee.
2. Real property under the Developer's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used in accordance with the HOME - EN application for the period consistent with the land-banking and continued affordability requirements.

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Developer agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at [49 CFR 24](#); [24 CFR Part 42](#) – Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD Assisted Programs; and [24 CFR 92.353](#) – Displacement, relocation acquisition, and replacement of housing. The Developer shall provide appropriate relocation assistance (URA or section 104(d)) to eligible displaced persons as defined by applicable HUD and/or URA regulations that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a HOME-assisted project. The Developer also agrees to comply with applicable Grantee or local ordinances, resolutions and policies concerning the displacement of persons.

The Developer will use HOME - EN Funds to demolish major structures or convert units from non-residential uses only with the prior written permission of the Grantee. Permission for

demolition of minor structures such as porches, sheds and garages shall be deemed to have been granted when the Grantee approves the plans and specifications (which may also be referred to as work write-ups) for a particular property that the Developer is assisting with the HOME - EN Funds.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Developer agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Developer agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. The applicable non-discrimination provisions in section 109 of the HCDA are still applicable.

The Developer agrees to be held accountable to all applicable Federal Fair Housing laws, regulations, requirements, and statutes, including the provisions at [24 CFR 5.105](#). The Developer agrees that they are prohibited from discriminating on the basis of:

- Race
- Color
- Religion
- National origin
- Disability Status (Including prior Alcohol & Illegal Substance Addictions)
- Familial status
- Ethnicity
- Gender
- Gender Identity or Expression

- Language(s) Spoken
- Literacy
- Sexual Orientation
- Veteran Status

Discrimination is prohibited in the assistance, tenant selection, sale, rental, and financing of dwellings. It is also prohibited in program administration, hiring of employees, procurement of work to be performed and any enforcement mechanisms.

3. Section 504

The Developer agrees to comply with all Federal regulations issued pursuant to section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Developer with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Developer agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Developer to assist in the formulation of such program.

2. Women- and Minority-Owned Businesses (WBE/MBE)

The Developer will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority groups or women. The Developer may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation. The Developer will provide the Grantee with written evidence of their efforts to recruit and contract with Minority and Women-Owned Businesses

3. Access to Records

The Developer shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Developer will include the provisions of Paragraphs XI.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

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 (40 U.S.C. 327 et seq.) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at [29 CFR 5](#). The Developer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Developer agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations

of the Department of Labor, under [29 CFR 1](#), [29 CFR 3](#), [29 CFR 5](#) and [29 CFR 7](#) governing the payment of wages and ratio of apprentices and trainees to journey workers; 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.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in [24 CFR 135](#), and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Developer and any of the Developer’s contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Developer and any of the Developer’s contractors and subcontractors, their successors, and assigns, to those sanctions specified by this 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 the Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement 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. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the Project area, and that contracts for work in connection with the Project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the Project is located.”

The Developer further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

The Developer certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements. The Developer agrees to complete and submit to the Grantee written evidence in reports, on forms acceptable to the Grantee, documenting Section 3 compliance.

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 worker's 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.

c. Subcontracts

The Developer will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantee's agency. The Developer will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation

of regulations under [24 CFR Part 135](#) and will not enter into any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Section 3 Reporting

During the construction period of the Project, the Developer agrees to provide the Grantee with an annual report detailing the Developer's efforts and the efforts of all contractors and subcontractors in complying with the Section 3 requirements. The report will outline all extremely low, very low, low and moderate-income area households employed by the Developer, their contractors and subcontractors working on the Project as well as outline all training opportunities. The report will also outline all minority-owned, women-owned and disadvantaged business enterprises that work on the Project

D. Conduct

1. Assignability

The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto and HUD; provided, however, that claims for money due or to become due to the Developer from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Developer will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Developer shall cause all of the provisions in this Exhibit to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Developer shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process. The Developer agrees to screen all general contractors and subcontractors to ensure that none are included on the HUD list of disbarred and suspended contractors.

3. Conflict of Interest

The Developer agrees to abide by the provisions of [2 CFR 200.112](#) and [24 CFR 92.356](#), which include (but are not limited to) the following:

a. The Developer shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Developer shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Developer, or any designated public agency.

4. Lobbying

The Developer hereby certifies that:

d. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

f. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly:

g. Lobbying Certification

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Copyright

If this contract results in any copyrightable material or inventions, HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

The Developer agrees that it will comply with [24 CFR 92.257](#) so that funds are not used to support inherently religious activities.

7. Violence Against Women

The Developer agrees that it will comply with HUD's regulations in the Violence Against Women's Act as outlined in [24 CFR 92.359](#) and [24 CFR Part 5 Subpart L](#).

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. 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; and
3. Environmental Protection Agency (EPA) regulations pursuant to [40 CFR 50](#), as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Developer shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at [24 CFR 92.355](#), and [24 CFR 35](#). Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants 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 and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Developer 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 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 concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VI. ENVIRONMENTAL REVIEW

All HOME - EN assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at [24 CFR 50](#) or [24 CFR 58](#).

VII. CONSTRUCTION STANDARDS

The Developer will carry out all the construction or rehabilitation of the Project in compliance with the rehabilitation standards stipulated in the New Jersey Rehabilitation Subcode 5.23.6 as outlined in the Grantee's HOME - EN application and in accordance with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties. The Developer will ensure that the construction of the Project also conforms with the property standards four at [24 CFR 92.251](#)

VIII. TIMELINESS OF USE AND EXPENDITURE OF HOME - EN FUNDS

The Developer will ensure that HOME - EN allocated funds are expended within a timely manner in accordance with Section II in this Agreement. HUD, on the first business day after that deadline, will notify the Grantee, restrict the amount of unused funds in the Grantee's line of credit, and begin the process of de-obligating the unused amounts.

To ensure the timeliness of the use of HOME - EN Funds, the Developer will provide the Grantee a timeline outlining milestones for completion of the Project. The Developer will report to the Grantee with each request for funds the Developer's progress in meeting the milestones. Should the Developer fail to meet the milestones outlined in the timeline and the Grantee make a determination that such failure of performance could jeopardize the HOME - EN grant from HUD, the Grantee, at its sole determination and discretion, may revoke the balance of the grant amount and this Agreement will be terminated.

IX. ELIGIBILITY AND ALLOWABLE COSTS

The Developer will ensure that its HOME - EN activities meet eligible use, allowable cost, and eligible activity requirements of the HOME - EN Program and the HOME Program.

X. EMINENT DOMAIN

The Developer will not undertake any involuntary acquisition of property with HOME - EN Funds without prior written consent of the Grantee and written opinion of counsel that such acquisition is lawful.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Developer does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

GRANTEE

CITY OF PATERSON

BY: _____

Name: ANDRÉ SAYEGH

Title: MAYOR

Date: _____

JAQUELINE MURRAY

Title: ACTING DEPUTY CITY CLERK

DEVELOPER

BY: _____

Name:

Title:

Date: _____

Date: _____

APPROVED AS TO FACTS:

Title: COMM. DEV. DIRECTOR

Name: BARBARA A. BLAKE-MCLENNON

DATE: _____

REVIEWED BY:

Dated: _____

IMAN BOUKADOUM, ESQ.
Title: ASSISTANT CORPORATION COUNSEL

APPROVED AS TO FORM AND LEGALITY:

Dated: _____

AYMEN ABOUSHI, ESQ

Title: CORPORATION COUNSEL

SAMPLE