TOWNSHIP OF DEPTFORD

Gloucester County, New Jersey

Municipal Building
1011 Cooper Street
Deptford, New Jersey 08096
(856) 686-2203 phone
OPRA@deptford-nj.org

Michelle Hack, RMC
Registered Municipal Clerk

July 3, 2025

Ben Schorr
SENT VIA EMAIL ONLY: opra+request-77651-66b43e2e@requests.opramachine.com

Dear Ben,

Pursuant to your OPRA request (copy attached) the Township conducted a search of its records.

1. A copy of any resolution, agreement, or official correspondence designating a redeveloper for the Donason Tract (Block 4.01, Lot 1), including any response to the RFQ issued June 10, 2021 for the 100% affordable age-restricted housing project on that site.

   Responsive Documents: Two RFQs provided

2. Any executed Redevelopment Agreement or Memorandum of Understanding between the Township and the selected redeveloper for the Donason Tract.

   Responsive Document: Resolution R.62.23 provided

3. The names and contact information of all firms or entities that submitted proposals in response to the RFQ for Block 4.01, Lot 1.

   Responsive Documents: Located on cover of two RFQs provided

We have marked your OPRA request as satisfied and closed. Any person who has been denied access to a government record by a records custodian of a public agency can file a complaint with the Government Records Council (GRC). N.J.S.A. 47:1A-6. To understand how to file a complaint and the legal rights of a requester of government records please call the Government Records Council toll free at 866-850-0511 or click here: https://www.nj.gov/grc/register/.

Sincerely,

Michelle Hack

Michelle Hack
Township Clerk, RMC
MH/ds

Request for Qualifications For the Development

Almonesson Road & Caulfield Avenue
Donason Tract | Block 4.01, Lot 1
100 Percent Affordable Project
(81 Age-Restricted Rental Units)

Deptford Township, Gloucester County, New Jersey

June 30, 2021

Submitted By:
Developer
Community Investment Strategies, Inc.
Christiana Foglio, CEO & President
1970 Brunswick Avenue, Suite 100
ıwrenceville, NJ 08648
609-298-2229 (p)
CFoglio@cisnj.com

Submitted To:
Sharon Paynter
Qualified Purchasing Agent
Deptford Township
1011 Cooper Street.
Deptford, NJ 08096
(856) 686-2224 (p)
spaynter@deptford-nj.org

Community Investment Strategies, Inc.

Community Investment Strategies, Inc.

1970 Brunswick Avenue
Suite 100
Lawrenceville, NJ 08648

June 30, 2021

VIA HAND DELIVERY & EMAIL (spaynter@deptford-nj.org)

Sharon Paynter, Qualified Purchasing Agent
1011 Cooper Street.
Deptford, NJ 08096
(856) 686-2224

Re: RFQ- 100% Affordable Housing Project for 81 Age-Restricted Rental Units | Development of the Donason Tract | Block 4.01, Lot 1 | Almonesson Road and Caulfield Avenue

Dear Ms. Paynter:

Community Investment Strategies, Inc. (CIS) is pleased to submit our qualifications for the creation of Senior affordable apartments in Deptford Township. We have also engaged Paulus, Sokolowski & Sartor, LLC (PS&S) to be a part of our team.

As the former Executive Director of the New Jersey Housing and Mortgage Finance Agency (HMFA) and Chair of the New Jersey Council on Affordable Housing, I bring over 30 years of experience in municipal provisions of affordable housing.

Most recently I served as a member of Governor Murphy and Speaker Coughlin's Economic Advisory Council, I understand how this project is critical to help Deptford responsibly recover from the devastating impacts of COVID-19.

For over 25 years CIS has been committed to assisting municipalities in meeting their affordable housing agenda, and have held a strong presence in Gloucester County for 20 years.

We pride ourselves on working to create the highest and best use of municipal assets to achieve true economic development. We are committed to listening to the needs of the community and developing viable options that can have financial feasibility and maximize the value of the land.

Our team looks forward to the possibility of participating in this exciting opportunity, and we are proud to present our Qualifications for consideration.

Very truly yours,

Christiana Foglio, CEO and President

TABLE OF CONTENTS

A: Development and Management Team

Community Investment Strategies, Inc.

1. Address and telephone number of the Respondent's primary business office and identification of the contact person for Respondent's development and management team.
Christiana Foglio, President and CEO
Community Investment Strategies, Inc.
1970 Brunswick Ave., Suite 100
Lawrenceville, NJ 08648
If the Respondent's primary business office is located outside of the State of New Jersey, include the address and telephone number of its New Jersey office if one exists. **N/A**

2. Name, address and telephone number of the parent company(s) and/or any subsidiary(s) or affiliated companies of the Respondent. **N/A**

3. A brief history and description of the responsibilities of each of the proposed developer entities or other related or affiliated entity(-ies) that will play a significant role in the ownership, development, financing, design, construction, marketing, leasing, management or operation of the Project.
The Development arm is responsible for conducting the real estate development activities for Community Investment Strategies, Inc., the family owned group of companies that develop, construct, own, and manage 3400 affordable apartments throughout the State of New Jersey. The development activities include, but are not necessarily limited to, site acquisition, land use approvals, negotiating development agreements, and arranging for project financing. Under the leadership of Christiana Foglio, President and CEO, a team of 2 Vice Presidents and 3 Development Associates are supported by Design Professionals, Legal and Finance team, and have orchestrated the financing and approvals.

CIS Management, Inc. manages the entire CIS portfolio and is responsible for the operation and maintenance of each CIS development. They ensure compliance with all regulations and are experienced in working with investors, municipalities, the State, and HUD. CIS Management handles all aspects of property management and has extensive experience working with a variety of housing programs.

4. Identification of all principals or officers of any entities, firms, arrangements, associations, joint ventures, partnerships, or involvements described above. Include the identity of each principal who holds 10% or more of the ownership interests of the Respondent and all officers of all firms or entities so named.
Christiana Foglio
Judith Zoffinger

5. Development team and management team organization charts showing team members, reporting relationship and responsibilities of each team member as they relate to the Project.
Enclosed in this Section.
Developer: Community Investment Strategies, Inc.
Engineer: PS&S
Architect: Barton Partners

6. Resumes of key individuals who would be responsible for the Project.- Enclosed in this Section

EXECUTIVE SUMMARY

Established in 1994, Community Investment Strategies, Inc., (CIS) is a certified woman-owned business enterprise (WBE) and fully integrated company of development, construction and management. **Of our total 3,400 apartments across New Jersey, we are the affordable housing provider of six (6) communities in Gloucester County with over 400 units. One of which, Tanyard Oaks is located in Deptford Township off of Tanyard Road.** We are pleased to submit our qualifications to the Township of Deptford, for selection as the developer for the Site along Almonesson Road and Caulfield Avenue.

We have structured this response to meet the goals established by the Municipality and to enhance the lifestyles of the low and moderate income seniors who will live at this community. Our approach, which follows sound planning principles, will do the following:

- Introduce very low, low, and moderate, income age-restricted apartments to the marketplace;
- Serve a range of incomes while maximizing competitiveness for outside funding, more specifically, the low-income housing tax credit;
- Bring the CIS renowned Heritage Village product to Deptford Township. Each Heritage Village Community is specially designed to create an environment to age-in- place and provide a maintenance-free lifestyle for maturing residents.
- A green building design program, which will help create new housing with minimal impact on the environment and will promote resiliency, sustainability and healthy living. CIS is well versed in Energy Star, Enterprise Green Communities and Zero Energy Home.

The CIS Development Team includes a combination of seasoned affordable housing and design professionals that will ensure a dynamic and thoughtful approach to the Donason Tract.

- Barton Partners will provide architectural design services;
- PS&S will provide civil engineering and surveying services;
- CIS will spearhead all coordination between team members and effectively communicate with the Municipality.

FINANCIAL PARTNERS

CIS has been developing for over 25 years; our principals have been leaders in the field of affordable housing and urban redevelopment for over 30 years. We have set ourselves apart from other developers through our commitment to community empowerment. We work with municipalities, housing authorities, and community groups interested in pursuing redevelopment, rehabilitation and new construction to provide housing opportunities in their community.

OVER $800 MILLION OF PRIVATE CAPITAL INVESTMENT

CIS has a wealth of experience in structuring financing for its developments. Each of our developments has been funded with a mix of funding sources including the Low-Income Housing Tax Credit (LIHTC) program, tax exempt bond financing, state grant and loan programs such as Balanced Housing and Home Express, Federal Home Loan Bank grants and federal programs including HOPE VI, HOME, ERG, Tax Credit Assistance Program, Tax Credit Exchange Program, and Community Development Block Grants. We have expertise in mixed finance structures and completed the first RAD in New Jersey.

By continually challenging ourself to create innovative housing solutions, CIS is committed to building value-added communities. We utilize in-house finance, development, construction and management expertise as part of our "holistic" development strategy, counting CIS Construction LLC, CIS Management, Inc. and Care Strategies, LLC among our award-winning affiliates.

OUR INVESTORS

M&T Bank

Enterprise

BANK OF AMERICA

ALDEN TORCH FINANCIAL

JPMORGAN CHASE & CO.

WELLS FARGO

NJHMFA HOUSING & MORTGAGE FINANCE AGENCY

verizon

RBC Capital Markets

BOSTON FINANCIAL INVESTMENT MANAGEMENT

Redstone CAPITAL

TD Bank

PNC BANK

citibank

HUDSON HOUSING CAPITAL

TRISTATE CAPITAL

Prudential

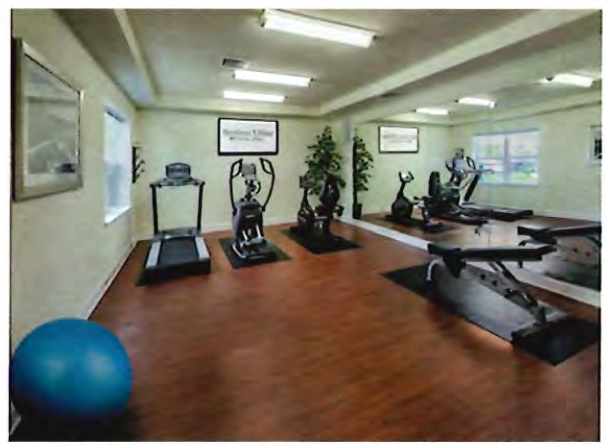
HERITAGE VILLAGE COMMUNITIES
CIS'S SIGNATURE BRAND FOR SENIOR LIVING

With fourteen (14) 55+ senior communities and counting, CIS is committed to providing quality housing and exceptional amenities. Each of our communities are designed to complement the surrounding neighborhood and are built using the latest technology in energy efficient materials and methods.

Activity Space- From community rooms and business centers to libraries and lounges, residents enjoy access to ample space outside their apartments.

Architectural Details- Attention to details and sustainable design ensure CIS properties retain their appeal and value for the long run.

Neighborhood Assets- Eye pleasing streetscapes and beautifully landscaped grounds enhance the neighborhood.



Health & Wellness- Fitness centers and wellness rooms keep residents active and healthy. The Healthy Living Programing is provided by Care Strategies and Heritage Club.

Accessibility- Our communities are built with handicap accessibility in mind. Wide corridors, multiple elevators, and emergency pull-cords allow seniors to age in place.

Community Engagement- Our residents interact through social activities, enrichment programs, trips and are active members in their neighborhoods.

PRIORITIZING HOUSING AND HEALTH

CIS recognizes that the design and development of affordable housing provides an opportunity to intentionally identify and address health concerns faced by residents and improve the overall well-being of the community.

Social Services

CIS's affiliate, **Care Strategies** is an Assisted Living Provider licensed by the NJ Department of Health and has an extensive record of accomplishment providing supportive housing and case management services to the Senior and special needs populations across the State.

Care Strategies brings supportive services provided on-site, and focuses on wellness and recovery to achieve positive outcomes in the social determinants of health, and to develop and sustain personal and financial independence. Services are flexible to meet the unique needs of the residents served and are established collaboratively with each service recipient.

CIS's Strategic Partnerships

Delos WELLness

CIS recently upgraded 1,300 senior housing units to the Delos WELLness Standards. The Delos WELLness standards are commonly found in high-end luxury apartment buildings, but Community Investment Strategies is the first Affordable Housing Provider in the Country to offer this state-of-the-art program to enhance the safety and wellness of their most vulnerable residents at no additional cost. CIS's partnership with Delos has allowed CIS to lead the way for our industry to address the wellness protocols and needs of our most vulnerable senior populations.

Rutgers School of Social Work

CIS also implemented a program with Rutgers School of Social Work to provide resources and opportunities for seniors and families.

At CIS, we strongly believe that by helping our residents take care of their mental, social, and physical needs, we end up with happier, healthier and more stable residents. We look forward to working with Deptford Township to create a program to address specific needs and improve the overall health and well-being of residents at the future site.

Care Strategies
Assisted Living for the Independent Senior

RUTGERS
School of Social Work

DELOS®
INNOVATE WELL

COMPANY OVERVIEW

CIS is a fully-integrated real estate organization specializing in multi-family housing including affordable, age-restricted, and assisted living, as well as mixed-use redevelopments. The company's in-house development, construction, and management services are an extension of CIS's commitment to build value-added communities for area residents, children, municipalities, and local businesses by repositioning unproductive properties and land parcels.

Founded in 1994 by Christiana Foglio, CIS has developed and owns a broad spectrum of multi-family properties, ranging from garden apartments and townhouses to mid- and hi-rise complexes, valued in excess of $600 million. The New Jersey based company has a diverse portfolio that includes more than 3,600 apartment-rental homes in New Jersey. Headquartered in Lawrenceville, New Jersey, CIS is a woman-owned business enterprise (WBE) committed to promoting gender and ethnic diversity throughout its own organization and the communities it builds.

Widely acknowledged for its dedication to developing high-quality housing options, CIS is consistently recognized for its award-winning communities, business model, corporate citizenship and advocacy, as well as its people-first philosophy. Its talented team of real estate specialists provides an unrivaled depth of services. From inception to completion, CIS is committed to quality design, modern amenities, and moderate pricing to create sensible rental opportunities for communities.

HOUSING DEVELOPMENT

WHO WE ARE AND WHY IT MATTERS

In 1994 Christiana Foglio founded the mission based, conscience-driven family of companies committed to quality affordable housing.

CARE STRATEGIES, LLC

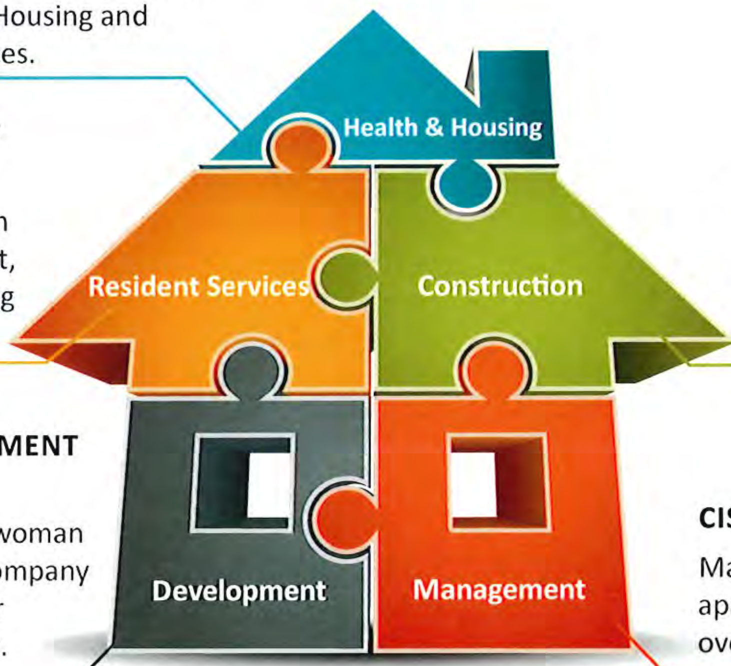
A statewide licensed Assisted Living Program. Also provides Supportive Housing and Social Services.

COMMUNITIES FIRST INITIATIVE, INC.

A non-profit focused on resident empowerment, sustainable care & living services.

COMMUNITY INVESTMENT STRATEGIES, INC.

The largest integrated woman owned development company in New Jersey with over $600M in development.



CIS CONSTRUCTION, LLC

Woman owned construction company with a $30M bonding capacity.

CIS MANAGEMENT, INC.

Managing over 3,400 apartments and serving over 10,000 residents.

CIS is unique from other development firms in that our principals and staff are trained planners and practicing developers who have led major revitalization efforts in both urban and suburban areas. We have served in executive positions at government housing agencies, helping to develop and lead the very programs and polices which shape housing opportunities for our families, seniors and residents that require supportive housing.

DEVELOPMENT TEAM STRUCTURE

DEVELOPMENT TEAM ORGANIZATIONAL CHART

The Development Team for the site will be comprised of a strong and diverse group of professionals, with experience in both government and the private sector. This combination of skills and expertise provides a team that understands the complexities of development and tackles each challenge with enthusiasm. The professional partnership of team members ensures a seamless effort to successfully execute the project goals and needs with diligence, care and ingenuity. The synergies of the combined firms create the most compelling team for the Municipality's consideration.

COMMUNITY INVESTMENT STRATEGIES, INC. (CIS)

CIS CONSTRUCTION, LLC
CIS MANAGEMENT, INC.

CHRISTIANA FOGLIO
CEO, President

Barbara K. Schoor
Vice President

Communities First Initiative, Inc. 501c3

Vet b Well 501c3

BARTON PARTNERS

Robert W. Cogan, AIA
Principal

Steven Bickel
Director of Architecture

PS&S

Marge DellaVecchia, PP, AICP
Principal

Mark Cifelli, PE
Senior Project Manger

CHRISTIANA FOGLIO, PRESIDENT AND CEO

Christiana Foglio is all about impact investing – finding creative ways to merge public funding and private capital to invest in making communities better. Her motto is to not only do well, but do good.

An industry veteran, Chris is owner of the largest WBE/MBE Affordable Housing Development Firm in the State. She founded Community Investment Strategies in 1994, and as a successful entrepreneur, she's grown her company's diverse portfolio to include more than 3,400 apartment rental units valued at over $600 million. More than her success, though, is her determination to be a thoughtful developer, backing the development of communities purposefully and with people in mind.

Ms. Foglio's business model focuses on building assets – high quality properties that retain their value and provide a benefit to the community in which they are built. In addition to the high-quality housing her company builds, she stresses the importance of building relationships – with her residents, local municipal officials, and like-minded investors who see the value in supporting the fiscal revitalization of neighborhoods in need of their support.

Prior to forming CIS, Ms. Foglio served in the administrations of Governor Florio and Governor Whitman as Executive Director of the New Jersey Housing & Mortgage Finance Agency (1992-1995), where she was responsible for over $1 billion of multi-family bond financing. During this time, Ms. Foglio is credited with creating the Housing Policy for the State of New Jersey as well as national awards for innovative state housing initiatives. She also was appointed by Governors Florio and Whitman to serve as Chair of the New Jersey Council on Affordable Housing.

Ms. Foglio also served as President of a Private Health Care Company, Care ONE from 2008-2010. A 1.2 billion dollar, fully integrated nursing home, assisted living and rehabilitation company operating in nine states. Ms. Foglio was responsible for repositioning the company. Once the strategic restructuring was complete, she returned to CIS full time.

Ms. Foglio was named President of the New Brunswick Development Corporation, a not-for-profit real estate development company located in New Brunswick, NJ, implementing over $300 million of urban redevelopment projects, reporting to the Board of Directors of J&J Companies. Ms. Foglio is credited with creating the foundation of New Brunswick's economic rebirth.

Ms. Foglio is a graduate of Rutgers University, where she earned a Bachelor of Arts in Economics and a Masters Degree in City and Regional Planning, with a concentration in Housing Finance and Economic Development. A licensed planner in the State of New Jersey, Ms. Foglio is a highly sought-after guest speaker who has garnered numerous business and industry awards, including the PlanSmart NJ Van Zandt Community Involvement Award; Urban Land Institute's Edward J. Bloustein Award for Exemplary Achievement in Civic Leadership; Affordable Housing Finance Magazine Top 50 Affordable Housing Developers in the Nation; NJBIZ Business of the Year; NJBIZ Top 50 Most Influential People in the Real Estate Industry; and is among the NJBIZ Top Women in Business.

EXECUTIVE PROFILE

BARBARA K. SCHOOR, VICE PRESIDENT

Barbara K. Schoor brings a unique perspective to the development process, and is currently responsible for managing Community Investment Strategies (CIS), Inc.'s affordable housing development projects including new construction and substantial rehabilitation projects. As Vice President, she handles all aspects of development including due diligence, acquisition, design, regulatory approvals, and financing. In her tenure at CIS, Barbara has created 2000 units representing $400 million in total development costs.

Prior to joining CIS, Ms. Schoor served as Director of Planning, Acquisition and Development for SGS Communities/D.R. Horton, managing site planning and regulatory approvals and overseeing due diligence for more than 6,000 new residences. Previously, she worked for Schoor DePalma Engineering in the firm's financial services division, where she advised on non-performing assets and other portfolio issues, and the private development division, involved in site investigations, conceptual planning and site design.

Ms. Schoor earned a Bachelor of Science in Architecture from the Georgia Institute of Technology and is active in numerous professional organizations. Her affiliations include serving as a Life Director of New Jersey Builders Association (NJBA) and as a member of the organization's Environmental Committee; Life Director of the Shore Builders of Central New Jersey (SBACNJ); Founding Member of Professional Woman in Business of the Garden State; Vice President and Director of Collier Youth Services; Past Director of Affordable Housing Professionals of NJ (AHPNJ), National Association of Home Builders Multifamily Council and the International Code Council (ICC); and she has been a member of the New Jersey Senior Housing Council, and NJ Commercial Real Estate Women (CREW). She is also certified in low income housing tax credit compliance by the NJ Housing and Mortgage Finance Agency (HMFA).

Barbara has been responsible for a number of award winning projects and was named Builder of Year, a recipient of the Hall of Fame Award, and the Builder Continuing Service Award by the Shore Builder's Association of Central New Jersey (SBACNJ), and received the Affordable Housing Award from the New Jersey Builders Association (NJBA).

Marge Matusow DellaVecchia, PP, AICP

Vice President / Diversity and Inclusion and EEO Officer
Client Relationship Management

Education

Fairleigh Dickinson University: B.A.

Rutgers University Graduate School: Masters in City and Regional Planning (MCRP)

Credentials

Certified City Planner: American Institute of Certified Planners

Professional Planner: New Jersey

Affiliations

NJ and American Planning Associations

New Jersey Association of Counties

Farleigh Dickinson University and Rutgers Alumni Associations

Camden County Chapter of the Federation of Democratic Women, President

Better Tomorrows Not-for-Profit Affordable Housing service provider, Board Member

Urban Airshed Reforestation Program and NJ Tree Foundation

2016 Career Achievement Award; Rutgers Bloustein School of Planning

Ms. DellaVecchia is Vice President, Principal Client Relationship Manager at PS&S, where she acts as key liaison with State, County, local officials and development partners to ensure quality delivery of services, coordination of projects and creative problem solving to ensure successful results.

She is highly respected, efficient, problem solving, successful professional in the fields of Affordable Housing, Project Management, Government, Planning and Community Development and affairs.

To ensure and further PS&S's corporate commitment to Diversity, Inclusion and Equity, Ms. DellaVecchia has been appointed the Corporate EEO and Diversity Officer to ensure that PS&S continues to operate at the highest standards of professionalism, fairness and equity both internally and externally.

Relevant Experience

PS&S: Vice President, former Senior Director and Government Liaison 2016 – Present: Responsible for overall senior project, government and client management in the Delaware Valley, New Jersey and Southern New Jersey region. Responsible for governmental and political outreach and project development and follow through. Working to coordinate municipalities/counties, developers and communities to ensure successful project funding and completion. Focus on Real Estate, Market Rate and Affordable Housing, Education, and Public Sector projects with all PS&S Offices.

New Jersey Housing and Mortgage Finance Agency (NJHMFA), Executive Director (2004 – 2010): Senior official of State Housing and Mortgage Finance Agency, overseeing 18 operational and programmatic divisions, 300 public employees and $33 million annual expense budget. Responsible for economic development projects and governmental and political relationships, including the Legislature, State, County and Municipal officials and entities.

Project Freedom Gibbsboro, Robbinsville, Hamilton, NJ: Client Relationship responsibilities and overall project management on behalf of the client/Project Freedom and PS&S. Work closely with client and design/development/Construction team to ensure successful completion of the project.

Winn Development – West Deptford, Tinton Falls, Patterson, NJ – Client Relationship responsibilities and overall project management on behalf of the client and PS&S. Work closely to ensure all aspects of the planning, development, design and construction are managed by the development team to a successful completed project.

Community Investment Strategies (CIS) - Haddonfield, NJ: Client Relationship responsibilities. Work with client to foster local communication among the elected and appointed officials and professionals. Work closely to ensure all aspects of the project are well managed, coordinated and working toward the best interest of the client.

Mark Cifelli, PE
Project Manager II
Civil Engineering

Education

The College of New Jersey, B.S., Mechanical Engineering/2005

Credentials

Professional Engineer: New Jersey

Mr. Cifelli joined PS&S's Civil Engineering Department as a Project Manager in 2017, with over 14 16 years of experience in the civil engineering industry, where he has been involved in both private and public-sector projects including significant experience with affordable housing projects. He has extensive experience in project management for clients' projects, business development, construction, and engineering design as well as in expert testimony at municipal planning and zoning boards. Experience includes due diligence, feasibility, conceptual design geometry, grading, drainage and utility, stormwater, hydrology, hydraulics, report preparation, bid specifications, and construction administration. Mr. Cifelli has comprehensive knowledge with regards to regulatory permitting including NJDEP, NJDOT, County and Municipal rules and regulations. He also has experience with various engineering design software such as Bentley's StormCAD and WaterCad, HEC-Ras, Hydrocad, Hydraflow, AutoCAD Civil 3D and LandDesktop.

Relevant Experience

Baxter Park South – Newark, Essex County, NJ*: Lead Design/Field Engineer for the redevelopment of Baxter Terrace, a low-income housing development owned and operated by the Newark Housing Authority, which was previously demolished. This project consists of the design, permitting, and construction administration of two 4-story mixed-use buildings with a total of 90 residential units and first floor retail space and off street parking, developed by the Michaels Organization.

Fairview Homes Rehabilitation – Newark, Essex County, NJ*: Project Manager for the site improvements related to the rehabilitation of the existing 12 building section 8 housing complex, for its new owner, the Related Companies. Responsibilities included designing all new interior sidewalks to provide ADA accessibility to ground floor units. A new community building and playground was also added within the property, for which full design plans were developed for city approvals and permitting.

Gordon H. Mansfield Veterans Village – Tinton Falls, Monmouth County, NJ: Project Manager for the development of a veterans supportive housing development, proposed by WinnDevelopment and Soldier On, Inc. The proposed development will consist of the construction of a four-story 70-unit apartment building, with associated site improvements. Responsible for conceptual design, Preliminary/Final Major Site Plan approval, and for all regulatory permitting, including NJDEP Wetland and Flood Hazard area permits.

Jacobs Landing - Phases 1, 2, & 3, Woodbridge – Middlesex County, NJ*: Project Manager for the redevelopment of the existing 150-unit Woodbridge Gardens community, owned by the Woodbridge Housing Authority, and being developed by BCM Affordable Housing. The proposed multiphase redevelopment will contain 204 affordable housing apartments, with entirely new roads and associated utility infrastructure. Responsible for all of the design, approvals, permitting, and construction administration relating to the development and the road improvements of Bunns Lane.

Marine Terrace Rehabilitation – Queens, NYC: Project Manager for the site improvements related to the rehabilitation of the existing 7 building affordable housing complex, for its new owner, the Related Companies. Responsibilities included designing all new interior

BARTON PARTNERS
urban design + architecture + interiors

Robert W. Cogan, AIA
Principal

PROFILE

In addition to duties as Director of Operations and being a Principal, Bob leads and coordinates design teams on select projects managing collaborative efforts, translating into creative and buildable solutions for clients. He oversees projects from conceptual design through construction administration, with a concentration in mixed-use, mid-rise multi-family buildings, as well as single-family home developments. His understanding of the unique challenges in developing mixed-use and multi-use communities allows Bob to effectively assist clients with the entitlement process as well, particularly in the state of New Jersey. He brings nearly 40 years of experience with Traditional Neighborhood Developments, spec office buildings, Jersey Shore communities, and custom and single-family home design to the firm, as well as an extensive background in wood-frame construction. Bob's upscale designs have won numerous awards including "Built-to-Suit Custom Home of the Year" and "Community of the Year" for a 62-home Traditional Neighborhood Development.

SELECT PROJECTS

C.I.S | Plainsboro Affordable
Plainsboro, NJ

C.I.S | Galloway Senior Affordable
Galloway Township, NJ

C.I.S. | Sayreville Affordable
Sayreville, NJ

C.I.S. | East Windsor Affordable
East Windsor, NJ

C.I.S. | Marlboro Affordable
Marlboro, NJ

C.I.S. | Moorestown Senior Affordable
Moorestown, NJ

L.R.S. | Camden & Cottage Mixed-Use
Moorestown, NJ

McKenna | 63 East Main Street Mixed Use
Marlton, NJ

Meyer | Main & Cooper Mixed-Use
Evesham, NJ

Meyer | Harvest House Apartments
Evesham, NJ

Meyer | Senior Independent Living Building
Medford, NJ

R.P.M. | Hillsborough Affordable
Hillsborough, NJ

R.P.M. | South Brunswick Mixed-Income
South Brunswick, NJ

Normandy | 126 South Street
Morristown, NJ

Lennox | Fox Ridge
Rockaway, NJ

EDUCATION

Virginia Tech
Bachelor of Architecture

REGISTRATIONS

Registered Architect -- NJ, PA, VA
New Jersey license # 21AI01249500

BARTONPARTNERS
urban design + architecture + interiors

Steven Bickel
Associate / Director of Architectural Design

PROFILE

Upon graduation from Philadelphia University's architecture program, Steven spent nearly a year working in the industry and focusing on hospitality, small residential housing and recreational architecture. Since joining BartonPartners in 2002, he has held several positions, giving him responsibility for a number of functions including project layout, construction documentation, design, spatial planning and schematic design from start through construction. In his role as Associate, Steven focuses on design and, in addition, meets with clients, collaborates with principals to work through the stages of design and construction, and partners with the staff to see each project through completion.

SELECT PROJECTS

C.I.S | Plainsboro Affordable
Plainsboro, NJ

C.I.S | Galloway Senior Affordable
Galloway Township, NJ

C.I.S. | Sayreville Affordable
Sayreville, NJ

C.I.S. | East Windsor Affordable
East Windsor, NJ

C.I.S. | Bayshore Village Senior Affordable
Middletown, NJ

C.I.S. | Oakhurst Senior Affordable
Oakhurst, NJ

C.I.S. | Marlboro Affordable
Marlboro, NJ

C.I.S. | Elizabeth Place Affordable
Haddonfield, NJ

Dewey | Voorhees Town Center
Voorhees, NJ

Conifer | Village at Cape May Affordable
Cape May, NJ

Conifer | Atlantic City HOPE VI
Atlantic City, NJ

Great Oak | Cricket Avenue
Ardmore, PA

Meyer | Main & Cooper Mixed-Use
Evesham, NJ

Meyer | Harvest House Apartments
Evesham, NJ

R.P.M. | Hillsborough Affordable
Hillsborough, NJ

R.P.M. | South Brunswick Mixed-Income
South Brunswick, NJ

Buccini Pollin | Concord Plaza Mixed-Use
Wilmington, DE

Southport Village Partners, LLC | Southport Green
Southport, CT

Toll | PARC Apartments
Plymouth Meeting, PA

Normandy | Maple Avenue Townhomes
Morristown, NJ

Normandy | 126 South Street
Morristown, NJ

Royal Wave Development | Ridgedale & Cook Condos
Madison, NJ

Royal Wave Development | Cook Avenue Townhomes
Madison, NJ

EDUCATION

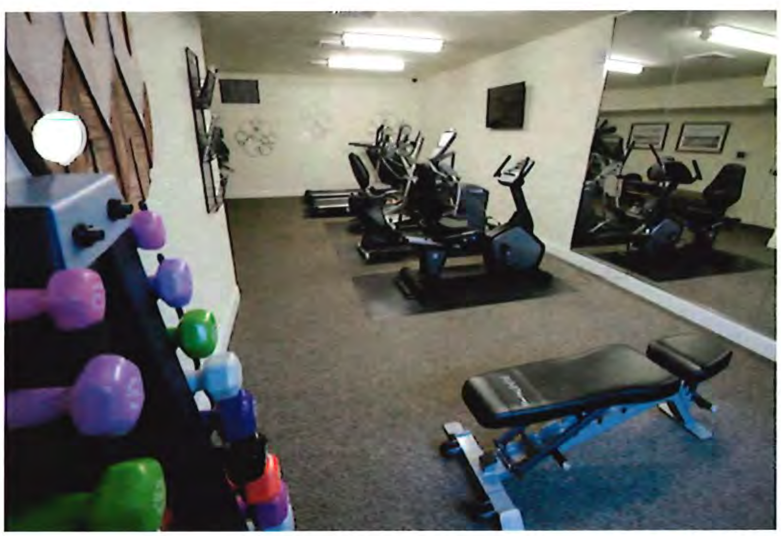
Philadelphia University
Bachelor of Architecture

B: Summary of Related Projects

HERITAGE VILLAGE AT OAKHURST

Age-Restricted (55+), Affordable, New Construction | Oakhurst, Monmouth County, New Jersey

HERITAGE VILLAGE AT OAKHURST
Oakhurst, NJ
New Construction
89 Age-Restricted Rental Units
Ownership: CIS Owned and Managed
Construction Complete 2016
Total Development Cost: $20.2M
Development Partners and Funding Sources: 9% LIHTC Equity, CDBG-DR Funds, NJHMFA Permanent Mortgage, NJHMFA Special Needs Housing Trust Funds, Monmouth County HOME Funds, Affordable Housing Trust Funds, Developer Equity



- This community's previous use was a commercial site that sits behind a bank and a post office. **The challenge was to design and build a building that could provide quality residential living amidst commercial land uses. CIS used sound planning and design principals to incorporate so that it enhanced the commercial corridor and promoted a seamless neighborhood transition.**
- Incorporation of site design elements that utilize open space and green elements to help create transition from commercial to residential use.
- Circulation and access roads to allow for free flow of traffic between heavy commercial uses and the senior residents.

BAYSHORE VILLAGE

62+ Senior, Affordable, New Construction/Rehabilitation | Middletown, Monmouth County, New Jersey

BAYSHORE VILLAGE, Middletown, NJ
New Construction/Rehabilitation
110 Affordable Senior Rental Units
Ownership: CIS Owned and Managed
Construction Complete 2017
Total Development Cost: $31.6M
Development Partners & Funding Sources:
Enterprise Community Investment (Investor), NJHMFA (Lender), LIHTC Equity, CDBG-DR Funds, NJHMFA Tax Exempt Bonds, NJHMFA Mortgage Production Soft Loan, IRP Subsidy Loan

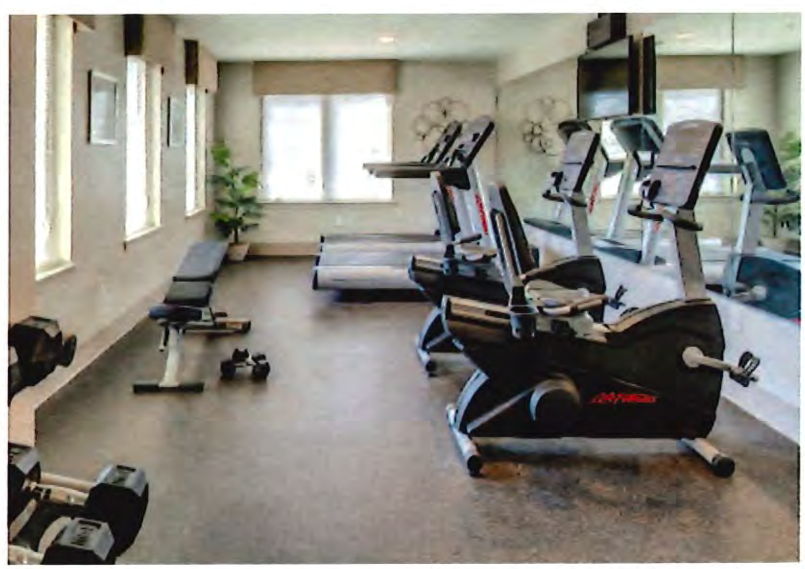
- As with all CIS Communities, the Project was delivered on time and under budget.
- There is extensive social and recreational programing for the residents which includes support for daily living and aging-in-place provided by CIS affiliate, Care Strategies, through the implementation of Heritage Club a program designed to support wellness and healthy living.
- The property has become an enhancement to the community through our attention to the quality of architectural design, site plan strategies to minimize impact to homeowners, and incorporation and protection of critical wetlands and nature resources.

HERITAGE VILLAGE AT BLOOMFIELD

Age Restricted, Affordable, New Construction | Bloomfield, Essex County, New Jersey

HERITAGE AT VILLAGE BLOOMFIELD
82 Affordable Senior Rental Units
Ownership: CIS Owned and Managed
Construction Complete 2016
Total Development Cost: $20.0M
Development Partners & Funding Sources:
Boston Capital (Investor), JP Morgan (Upper Tier Investor), NJHMFA (Lender), LIHTC Equity, CDBG-DR Funds

- Heritage Village at Bloomfield is a 100% affordable, 55+ community of of 82 apartments located in Bloomfield, Essex County. The site was previously a municipal parking lot.
- Care Strategies LLC, an affiliate of CIS, provides the wellness programming for the Aging-In-Place residents.
- Amenities include on-site management office space, a community room with kitchen / catering area, wellness and fitness centers, a library, and laundry facilities.
- In the wake of SuperStorm Sandy, this project helped to replenish rental housing stock that was destroyed as a direct result of the storm and meet the demand for affordable senior rental housing opportunities in New Jersey.



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YOUR GUIDE TO AFFORDABLE LIVING

CIS PORTFOLIO

MULTI-FAMILY COMMUNITIES

Connecticut and Carolina Crescent
Atlantic City, 89 apartments

Chambers Crescent
Lakewood, 63 apartments

The Gardens at Birmingham
Ewing, 48 apartments

Hampton Crescent
West Deptford, 26 apartments

Marveland Crescent
Mt. Olive, 57 apartments

North Brunswick Crescent
North Brunswick, 184 apartments

The Oaks at Weatherby
Woolwich, 86 apartments

Oaks at Westminster
Elizabeth, 60 apartments

Parkers View
Elizabeth, 60 apartments

Parkers Walk
Elizabeth, 96 apartments

The Place at Marlboro (Coming Soon)
Marlboro, 154 apartments

The Place at Plainsboro
Plainsboro, 71 apartments

The Place at Sayreville (Coming Soon)
Sayreville, 89 apartments

Portside II
Elizabeth, 169 apartments

Royal Crescent
East Greenwich, 65 apartments

Royal Oaks
Mantua, 58 apartments

Tanyard Oaks
Deptford, 66 apartments

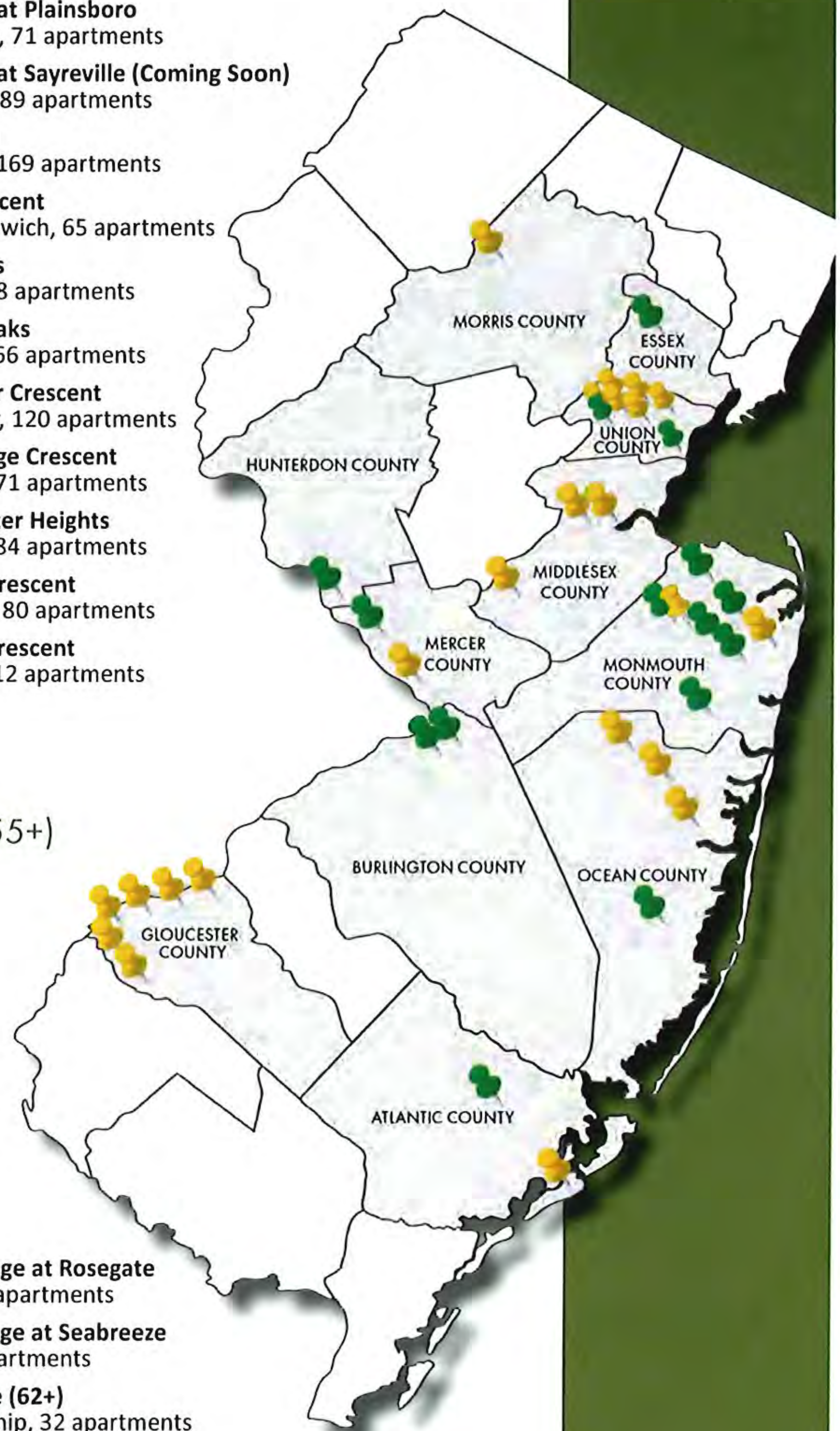
Toms River Crescent
Toms River, 120 apartments

Waters Edge Crescent
Elizabeth, 71 apartments

Westminster Heights
Elizabeth, 84 apartments

Whitney Crescent
Glassboro, 80 apartments

Windsor Crescent
Jackson, 112 apartments



HERITAGE VILLAGE COMMUNITIES (55+)

Bayshore Village (62+)
Middletown, 110 apartments

Clare Court at The Clare Estate
Bordentown, 36 apartments

Heritage Village at Bloomfield
Bloomfield, 82 apartments

Heritage Village at Elizabeth
Elizabeth, 87 apartments

Heritage Village at Elton Corner
Freehold, 150 apartments

Heritage Village at Galloway
Galloway, 100 apartments

Heritage Village at Lambertville
Lambertville, 87 apartments

Heritage Village at Lawrence
Lawrence, 64 apartments

Heritage Village at Manalapan
Manalapan, 100 apartments

Heritage Village at Oakhurst
Ocean Township, 93 apartments

Heritage Village at Ocean
Ocean Township, 96 apartments

Heritage Village at Rosegate
Rahway, 150 apartments

Heritage Village at Seabreeze
Lacey, 100 apartments

Poplar Village (62+)
Ocean Township, 32 apartments

Onora*
Ocean Township, 30 apartments

The Clare Estate*
Bordentown, 101 independent & assisted living apartments

**Health Care Facility*

COMMUNITY INVESTMENT STRATEGIES

CIS PORTFOLIO (SENIOR)

PROPERTY *(All properties are Owned & Managed by CIS)*	TYPE	# OF UNITS	YEAR BUILT	INCOME LEVELS SERVED	DEVELOPMENT PARTNERS	FUNDING SOURCES	TOTAL DEV. COST
The Clare Estate/Clare Court Bordentown, NJ Senior, Affordable (36 Affordable Units, 101 Enhanced/Assisted Living Units)	Historic Pres./ Adaptive Reuse & New Construction	137	2001	Very Low-Moderate	Wentwood Capital Advisors (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, Historic Tax Credits, Developer Equity, DCA Balanced Housing, CRDA Loan, Developer Equity	$19.7M
Heritage Village at Elizabeth Elizabeth, NJ Senior, Affordable	HOPE VI Revitalization/ New Construction	87	2005	Very Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, HOPE VI Funding, Union County HOME	$12.8M
Heritage Village at Lambertville, Lambertville, NJ Senior, Affordable	New Construction	87	2005	Low-Moderate	Alden Torch Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, NJDCA Balanced Housing, NJDCA Deep Subsidy, Regional Contribution Agreement, Developer Equity	$11.2M
Heritage Village at Elton Corner, Freehold, NJ Senior, Affordable	New Construction	150	2006	Low-Moderate	Alden Torch Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, NJHMFA Home Express, NJDCA Deep Subsidy, Municipal Affordable Housing Trust Funds, Developer Equity	$20.9M
Rosegate Rahway, NJ Senior, Affordable	Redevelopment /New Construction	150	2005	Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, NJDCA Balanced Housing, NJHMFA Affordable Housing Subsidy, Developer Equity	$23.5M

14 SENIOR **PROPERTIES** | **$251M** IN TOTAL **DEVELOPMENT COSTS**

Heritage Village at Manalapan, Manalapan, NJ Senior, Affordable	New Construction	100	2008	Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Strategic Zone Lending, Inclusionary Subsidy, NJHMFA Tax Exempt Bond Financing, Developer Equity	$15.9M
Heritage Village at Lawrence Lawrence, NJ Senior, Affordable	New Construction/ Redevelopment	64	2009	Very Low-Low	Boston Financial (Investor)	LIHTC Equity, Regional Contribution Agreement, Mercer County HOME, NJDCA Balanced Housing, Commercial Funding (loan & equity), Developer Equity, NJHMFA Special Needs Housing Trust Funds	$16.6M
Heritage Village at Seabreeze Lacey, NJ Senior, Affordable	New Construction	100	2011	Very Low-Moderate	Enterprise Community Investment (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, NJHMFA SZL, NJHMFA TCX, Inclusionary Subsidy, Developer Equity	$16.2M
Heritage Village at Bloomfield, Bloomfield, NJ Senior, Affordable	New Construction	82	2016	Very Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, CDBG-DR Funds, Developer Equity	$20.1M
Heritage Village at Ocean Ocean Twp., NJ Senior, Affordable	Rehabilitation	96	2016	Low-Moderate	PNC (Investor), Prudential (Lender)	LIHTC Equity, NJHMFA Tax-Exempt Bond Financing, Freddie Mac Permanent Mortgage, NJHMFA Special Needs Housing Trust Funds, Monmouth County HOME Funds, NJDCA Balanced Housing Funds, Ocean Township Note, Developer Equity	$12.2M
Heritage Village at Oakhurst Oakhurst, NJ Senior, Affordable	New Construction/ Re-development	89	2016	Low-Moderate	Enterprise Community Investment (Investor), NJHMFA (Lender)	LIHTC Equity, CDBG-DR Funds, NJHMFA Special Needs Housing Trust Funds, Monmouth County HOME Funds, Ocean Township Affordable Housing Trust Funds, Developer Equity	$23.2M
Bayshore Village Middletown, NJ Senior, Affordable	New Construction/ Redevelopment	110	2017	Very Low-Moderate	Enterprise Community Investment (Investor), NJHMFA (Lender)	LIHTC Equity, CDBG-DR Funds, NJHMFA Tax Exempt Bonds, NJHMFA Mortgage Production Soft Loan, IRP Subsidy Loan	$31.6M
Heritage Village at Galloway Galloway, NJ Senior, Affordable	New Construction	100	2020	Very Low-Moderate	Hudson Housing Capital (Partner), JP Morgan Chase Bank (Lender)	LIHTC Equity, CDBG-DR Funds, NJHMFA Tax Exempt Bonds	$27.8M
Poplar Village Oakhurst	Rehabilitation	32	2020	Very Low-Moderate		Seller Financing, Developer Equity	$3.3M

COMMUNITY INVESTMENT STRATEGIES

CIS PORTFOLIO (MULTI-FAMILY)

PROPERTY *(All properties are Owned & Managed by CIS)*	**TYPE**	**# OF UNITS**	**YEAR BUILT**	**INCOME LEVELS SERVED**	**DEVELOPMENT PARTNERS**	**FUNDING SOURCES**	**TOTAL DEV. COST**
Portside II Elizabeth, NJ Multi-Family, Affordable	HOPE VI Revitalization	169	2005	Very Low-Low	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, HOPE VI Funding, NJ HMFA Mortgage, NJ HMFA Home Express, Federal Home Loan Bank, Developer Equity	$33.2M
Hampton Crescent West Deptford, NJ Multi-Family, Affordable	New Construction	26	2006	Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, Inclusionary Subsidy, Developer Equity	$3.5M
Royal Crescent East Greenwich, NJ Multi-Family, Affordable	New Construction	65	2007	Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bond Financing, Inclusionary Subsidy, Developer Equity	$9.8M
Toms River Crescent Toms River, NJ Multi-Family, Affordable	New Construction	120	2009	Very Low-Low	Boston Financial (Investor)	LIHTC Equity, NJHMFA Home Express, NJHMFA Deep Subsidy, Developer Equity	$25.4M
Royal Oaks Mantua, NJ Multi-Family, Affordable	New Construction	58	2009	Very Low-Low	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Permanent Financing, NJHMFA Home Express, Developer Equity	$12.3M
Waters Edge Crescent Elizabeth, NJ Multi-Family, Affordable	New Construction	71	2009	Very Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, TCAP, Elizabeth Housing Authority (HACE), UEZ Funds, Developer Equity	$21.5M
Waters Edge Elizabeth, NJ Emerging Market/ Affordable Ownership *(Ownership: CIS Developer)*	New Construction	10	2009	Low-Emerging Market	Wells Fargo (Lender)	NJHMFA CHOICE, UEZ Funds, HUD HOME Fund, Sales Proceeds/Developer Equity, NJHMFA Construction Financing	$2.9M
Tanyard Oaks Deptford, NJ Multi-Family, Affordable	New Construction	66	2010	Very Low-Low	Boston Financial (Investor & Lender)	LIHTC Equity, NJHMFA, Home Express, FHLB, Developer Equity	$12.5M
The Oaks at Weatherby Woolwich, NJ Multi-Family, Affordable	New Construction	86	2010	Very Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA TCAP, Developer Equity	$21.2M
Windsor Crescent Jackson, NJ Multi-Family, Affordable	New Construction	112	2010	Very Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA TCAP, Developer Equity	$24.5M
Whitney Crescent Glassboro, NJ Multi-Family, Affordable	New Construction/ Revitalization	80	2012	Very Low-Low	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, TCAP, FHLB, Glassboro Affordable Housing Trust Fund, NJHMFA Special Needs Housing Trust Fund, Gloucester County HOME, Developer Equity	$23.5M
Gardens at Birmingham Ewing, NJ Multi-Family, Affordable	New Construction/ Redevelopment	48	2013	Low	Enterprise Community Investment (Investor), NJHMFA (Lender)	LIHTC Equity, Township of Ewing Affordable Housing Trust Funds, Mercer County HOME, Developer Equity	$11.9M
Oaks at Westminster **Elizabeth, NJ** **Multi-Family, Affordable**	Rehabilitation	60	2014	Very Low-Low	Boston Financial (Investor), Wells Fargo Bank (Lender)	LIHTC Equity, City of Elizabeth HOME Funds, Regional Contribution Agreement, Developer Equity	$14.1M
Westminster Heights Elizabeth, NJ Multi-Family, Affordable	Rehabilitation/ New Construction	84	2014	Very Low-Low	Boston Financial (Investor), Wells Fargo Bank (Lender)	LIHTC Equity, Elizabeth Housing Authority (HACE), FHLB	$20.9M
Connecticut & Carolina Crescent Atlantic City, NJ Multi-Family, Affordable	New Construction	89	2015	Low-Moderate	Hudson Housing Capital (Investor), NJHMFA (Lender)	LIHTC Equity, CDBG-DR Funds, Developer Equity	$20.2M
Chambers Crescent Lakewood, NJ Multi-Family, Affordable	Rehabilitation/ New Construction, RAD Conversion from Former Public Housing	63	2017	Very Low-Moderate	Alden Torch Financial (Investor), NJHMFA (Lender),	LIHTC Equity, NJEDA ERG Equity, NJHMFA Tax Exempt Bond Financing, FHLB, Seller Financing, Developer Equity, Lakewood Housing Authority	$16.6M

CIS PORTFOLIO (MULTI-FAMILY)

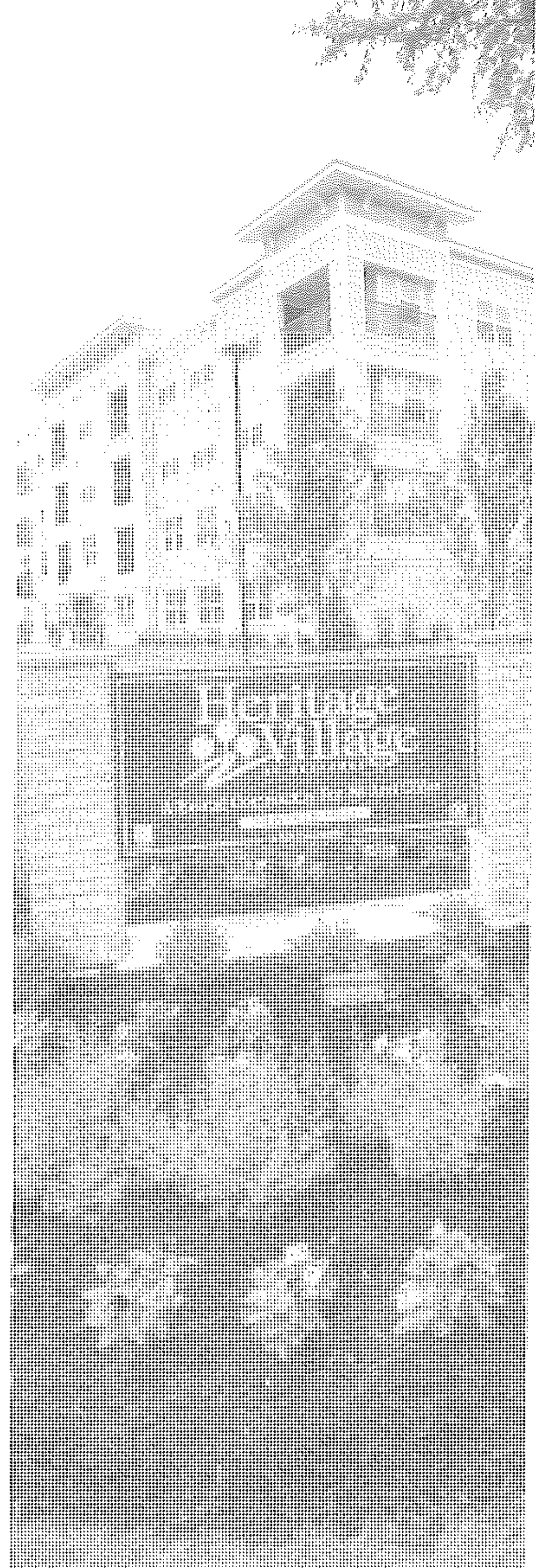
PROPERTY *(All properties are Owned & Managed by CIS)*	**TYPE**	**# OF UNITS**	**YEAR BUILT**	**INCOME LEVELS SERVED**	**DEVELOPMENT PARTNERS**	**FUNDING SOURCES**	**TOTAL DEV. COST**
North Brunswick Crescent North Brunswick, NJ Multi-Family, Affordable	Rehabilitation/ New Construction	184	2017	Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, North Brunswick Affordable Trust Funds, Seller Financing, Developer Equity	$31.6M
Marveland Crescent Flanders, NJ Multi-Family, Affordable	New Construction	57	2018	Low-Moderate	Hudson Housing Capital (Investor), Citibank (Lender)	LIHTC Equity, NJHMFA Tax Exempt Bonds, Inclusionary Subsidy, Developer Equity	$13M
Parkers Walk Elizabeth, NJ Multi-Family, Affordable	New Construction	96	2018	Very Low-Low	RBC Capital Markets (Investor), NJHMFA (Lender)	LIHTC Equity, City of Elizabeth HOME Funds, County of Union HOME Funds, NJEDA ERG Equity, UCIA Financing, Developer Equity	$28M
Parkers View Elizabeth, NJ Multi-Family, Affordable	Rehabilitation	60	2018	Very Low-Low	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Permanent Mortgage, Developer Equity	$16.2M
The Place at Plainsboro Plainsboro, NJ Multi-Family, Affordable	New Construction	71	2019	Very Low-Moderate	Boston Financial (Investor), NJHMFA (Lender)	LIHTC Equity, NJHMFA Taxable Bond Financing, NJHMFA Permanent Financing, Special Needs Housing Trust Fund	$16.1M

21 MULTI-FAMILY **PROPERTIES** | **$360M** IN TOTAL **DEVELOPMENT COSTS**

The Gardens at Birmingham, Ewing, NJ

SECTION C: Pending Litigation / Defaults

Community Investment Strategies, Inc.



PENDING LITIGATION

Pending Litigation/Defaults- **NONE**

a. Brief description of any significant pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent's business) in which the Respondent, its officers, directors, employees or principals or any of its subsidiaries or parent(s), their officers, directors, employees or principals is a party or of which any of their property is subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, and the principal parties thereto, a description of the factual basis alleged to underlie the proceedings known to be contemplated by a governmental entity shall be described. Notwithstanding the above, Respondents shall submit information if the claim or allegation brings into question Respondent's performance of, or failure to perform, contractual obligations. **NONE**

b. A brief description of any occasion in which Respondent, any officer or principal of Respondent with a proprietary interest therein, has ever been disqualified, removed or otherwise prevented from bidding on, participating in, or completing a federal, state or local governmental project because of a violation of law or a safety regulation. **NONE**

c. A brief description of any occasion in which Respondent has been in a position of default on a project, such that payment proceedings and/or execution on a payment, performance or bid bond have been undertaken. **NONE**

d. A list of all material threatened and/or pending claims, litigation, judgments, settlements or government enforcement actions. **NONE**

e. Whether the Respondent or any of its officers refused to testify before any state or federal grand jury relating to any public construction project within the last ten (10) years. If so, provide details. **NONE**

f. If multiple organizations are participating (e.g., subsidiaries, parent companies, joint ventures and/or subcontractors), the information requested herein must be provided regarding each of the anticipated participants. **NONE**

SECTION D: References

CIS REFERENCES (PROJECT RELATED)

JOSEPH A. BRIGANDI JR.

311 Sturgess Court, Glassboro, NJ 08028
Phone: (609) 0970-0722 | Email: joeybrig@gmail.com

In his former role as Gloucester County Freeholder and Business Administrator for Glassboro, Joseph Brigandi was witness to the tremendous ability of CIS to endure and persevere through the development of six communities in Gloucester County. He was also the primary contact for CIS through the development of the Whitney Crescent community in Glassboro, assisting CIS in the visioning of the project. He also oversaw regular calls with law enforcement which reflected an extraordinary repositioning of the property which is now seven years into operations.

MAYOR COLLEEN BIANCO BEZICH

242 Kings Hwy E, Haddonfield, NJ 08033
Phone: (856) 429-4700 Ext: 317 | Email: cbbezich@haddonfield-nj.gov

Mayor Bianco Bezich has served as a primary contact for CIS's development of Elizabeth Place and Boxwood Cottage, a municipally sponsored twenty-five (25) unit 100% affordable rental community located in the heart of the Haddonfield. The Projectwill be developed through a partnership between CIS and the Borough. Twenty (20) of the apartments will be located on a site that is currently being used as a parking lot for the municipality. The other 5 units will be located a short distance in a newly constructed two-story building behind the historic Boxwood Hall.

MAYOR MICHAEL J. VENEZIA

Mayor of Bloomfield, New Jersey
1 Municipal Plaza, Bloomfield, New Jersey 07003
Phone: (973) 680-4077| Email: mvenezia@bloomfieldtwpnj.com

Mayor Venezia was witness to the tremendous ability of CIS to persevere through the development of Heritage Village at Bloomfield, which was previously a municipal parking lot. He also assisted CIS in the visioning of the project, which replenished much needed rental housing stock that was destroyed in the wake of Superstorm Sandy.

CIS REFERENCES (FINANCIAL)

MARK SANTASIERI

Senior Vice President, Regional Director | TD Bank, N.A.
1100 Lake Street, Ramsey, NY 07446
Phone: (201) 574-3908 | Email: mark.santasieri@td.com

TD Bank has served as the construction lender and the equity provider for multiple CIS projects. CIS has proven to be a wonderful partner in providing a valuable avenue to attain Community Reinvestment Act credits in A+ areas of the state. They have continued to meet and exceed their financial obligation to providing sustainable residential communities. The number of households needing affordable housing has grown and CIS will continue to be a leading partner to provide affordable housing in this great State.

ALEX FATENKO

Senior Vice President | TriState Capital Bank
Raritan Plaza 1, 110 Fieldcrest Avenue, Mailbox 11, Edison, NJ 08837
Phone: (609) 512-2125 | Email: afatenko@tscbank.com

As the Senior Vice President for TriState Capital Bank, Alex Fatenko is responsible for sales and relationship management. Mr. Fatenko is CIS's primary contact in a role where is oversees community development lending including affordable housing and minority enterprises. TriState works with CIS on their corporate line of credit, construction lending and bridge financing, as well Letters of Credit issuance. In this role Mr. Fatenko has direct knowledge of the people and the properties that make up CIS.

JOHN BONALDI, Jr.

Vice President | Bank of America
One Bryant Park, New York, NY 10036
Phone: (646) 855 3676 | Email: John.Bonaldi@bofa.com

As the Vice President for Bank of America, John Bonaldi is responsible for sales and relationship management. CIS has proven to be a wonderful partner in providing a valuable avenue to attain Community Reinvestment Act credits in A+ areas of the state. The have continued to meet and exceed their financial obligation to providing sustainable residential communities. The number of households needing affordable housing has grown and CIS will continue to be a leading partner to create these housing opportunities in our great State.

SECTION E: Additional Information

Exhibit A
Checklist for Items to be Submitted with Qualifications Statement

	Document	Initials
1	Affirmative Action Letter, Certificate of Employee Information Report (Exhibit B)	CF
2	Americans with Disability Active of 1990 Language (Exhibit C)	CF
3	Ownership Disclosure Statement (Exhibit D)	CF
4	Non-Collusion Affidavit (Exhibit E)	CF
5	Certification of Political Contributions (Exhibit F)	CF
6	Acknowledgement of Receipt of Addenda (Exhibit G)	CF
7	Disclosure of Investment Activities in Iran (Exhibit H)	CF

Signature: The undersigned hereby acknowledges that s/he has submitted the required documents with the Qualifications Statement in response to this RFQ and that all documents have been truthfully completed.

Name of Respondent / Firm: Community Investment Strategies, Inc.

Print Name and Title: Christiana Foglio, President & CEO

Signature: [signature]

Date: 6/16/2021

Exhibit B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE PER N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1.1 *et seq.* GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with 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 agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

Exhibit B – Continued

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq**.

Exhibit C

AMERICANS WITH DISABLITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The RESPONDENT and the TOWNSHIP OF DEPTFORD (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S.12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The RESPONDENT shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the RESPONDENT agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the RESPONDENT shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RESPONDENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the RESPONDENT every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the RESPONDENT pursuant to this contract will not relieve the RESPONDENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the RESPONDENT, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the RESPONDENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RESPONDENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RESPONDENT from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Exhibit C – Continued

ACKNOWLEDGEMENT:

Name of Respondent / Firm: Community Investment Strategies, Inc.

Print Name and Title: Christiana Foglio, President and CEO

Signature:

Date: 6/16/2021

Exhibit D

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Community Investment Strategies, Inc.

Organization Address: 1970 Brunswick Ave., Suite 100, Lawrenceville, NJ 08648

Part I **Check the box that represents the type of business organization:**

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

X For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): ____________________

Part II

X The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

Christiana Foglio - 50%
111 Mercer Street
Princeton, NJ

Judith Zoffinger - 50%
c/o 1970 Brunswick Avenue
Lawrenceville, NJ 08648

Exhibit D – Continued

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Christiana Foglio	111 Mercer Street, Princeton, NJ
Judith Zoffinger	c/o 1970 Brunswick Ave., Lawrenceville, NJ 08648

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Deptford (Township) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christiana Foglio	Title:	President & CEO
Signature:		Date:	6/16/2021

Exhibit E

NON-COLLUSION AFFIDAVIT

I, Christiana Foglio of the City of Lawrenceville, in the County of Mercer, and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President and CEO of the firm of Community Investment Strategies, the Respondent herein, and I executed the Respondent with full authority to do so; that the Respondent has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named Vendor, and that all statements contained in the Qualifications Statement and in this affidavit are true and correct, and made with full knowledge that the Township of Deptford relies upon the truth of the statements contained in the Qualifications Statement and the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Community Investment Strategies (Name of Vendor).

Signature

Christiana Foglio, President and CEO

Print or Type Name and Title

Exhibit F

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Exhibit F - Continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Community Investment Strategies, Inc.		
Address:	1970 Brunswick Ave. Suite 100		
City: Lawrenceville	State: NJ	Zip: 08648	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Christiana Foglio Title President and CEO

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Chris Foglio	Scott M. Colabella	10/20/20	$ 2500
Chris Foglio	Joe Vicari	10/20/20	$2500
Chris Foglio	Christine Giordano Hanlon	10/20/20	$2500
Chris Foglio	Lillian G. Burry	10/30/2020	$2500
Chris Foglio	Nicholas P. Scutari	2/25/21	$1000
Chris Foglio	Andrew Zwicker	4/28/21	$2600

☐ Check here if the information is continued on attached page(s)

Exhibit F - Continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

Township Name: Deptford Township, Gloucester County

State: Governor, and Legislative Leadership Committees

Legislative District Numbers: 3, 4 & 5

State Senators General Assembly

County: Glouceser

Freeholders County Clerk Sheriff Surrogate

Municipal Bodies (Mayor and members of governing body, regardless of title):

Township of Deptford
Deptford Township Board of Education
James H. Johnson Memorial Library (Deptford Township Library)
Deptford Township Municipal Utilities Authority
Deptford Township Fire District

Exhibit G

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number	**Dated**
____________	____________
____________	____________
____________	____________

Acknowledged for:

Respondent Name: Community Investment Strategies, Inc. (CIS)

Name: Christiana Foglio

Title: President and CEO

Signature: ____________________

Exhibit H

Disclosure of Investment Activities in Iran

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**
Failure to check one of the Boxes will render the Proposal Non-Responsive.

Pursuant to P.L.2012, c.25, N.J.S.A.52:32-55 et al., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to P.L. 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Deptford is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Deptford, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Christiana Foglio Signature: [signature]

Title President and CEO Date: June 16, 2021

*This form need not be submitted. It is provided for use in assuring compliance with all required documentation.

Exhibit I

TOWNSHIP OF DEPTFORD

SEALED SUBMISSION LABEL FOR REQUEST FOR QUALIFICATIONS – DEVELOPMENT OF DONASON TRACT

Please Tape this Label to the Front of Your Sealed Submission

DO NOT OPEN
SEALED SUBMISSION ENCLOSED

Respondent: Community Investment Strategies, Inc.

Address: 1970 Brunswick Avenue, Suite 100

Lawrenceville, NJ 08648

Christiana Foglio, President and CEO

Township of Deptford
Attention: Sharon Paynter
1011 Cooper St.
Deptford, NJ 08096

Cover Letter

PENNROSE
Bricks & Mortar | Heart & Soul

June 29, 2021

Attn: Sharon Paynter, Qualified Purchasing Agent
Township of Deptford, NJ
1011 Cooper Street
Deptford, NJ 08096

RE: Donason Tract RFQ

Dear Ms. Paynter,

On behalf of Pennrose, LLC, and our development team, I am pleased to submit this response to the Request for Qualifications (RFQ) for the development of the Donason Tract located in the Township of Deptford.

Pennrose is a privately held, full-service real-estate development and management company, which has been in existence for 50 years. We have developed over 17,000 housing units in more than 265 separate developments. We prioritize high-quality, energy-efficient design and construction and are committed to working with the municipalities we serve to deliver housing that meets the community's objectives for affordability, attractive design, and attentive property management. Pennrose Management Company manages the bulk of the Pennrose portfolio – including more than 4,000 units in New Jersey – and would manage the new 81-unit senior development.

For the Donason Tract RFQ, we have assembled a stellar team of professionals, all with significant experience working with the New Jersey Housing and Mortgage Financing Agency and with the redevelopment process in New Jersey. The Pennrose team is ready to engage with the Township of Deptford on this effort and has the capacity and desire to move the project forward at the Township's desired pace. Information on our team members is included with this submission.

Key staff at Pennrose and our development team members have reviewed the RFQ and understand the scope of professional services required for the financing and development of this property. The team understands the development constraints outlined in the document and are confident that we can deliver a project that will meet satisfy the Township's requirements and be an asset to the community.

Please do not hesitate to contact Pennrose for any questions relating to our submission as follows:

Primary Contact: Jacob Fisher, Regional Vice President
Address: 1301 N. 31St St., Philadelphia, PA 19121
Telephone: (267) 386-8670 (o) or (267) 971-2968 (c)
Email: jfisher@pennrose.com

Thank you again for the opportunity to compete for selection as developer for the Donason Tract. Please note that we have the willingness, capacity, and resources to undertake this development project and begin working immediately. We trust that the attached response to this RFQ is fully responsive to the Township's request.

Sincerely,

Jacob Fisher

Jacob Fisher
Regional Vice President, Pennrose, LLC

TABLE OF CONTENTS

A. Development and Management Team

1. Address and telephone number of the Respondent's primary business office. If the Respondent's primary business office is located outside of the State of New Jersey, state the address and telephone number of its New Jersey office if one exists. Identification of the contact person for Respondent's development and management team.

Pennrose, LLC
1301 North 31st Street
Philadelphia, PA 19121
Attn: Jacob Fisher, Regional Vice President
p: 267.386.8670 I e: jfisher@pennrose.com

2. Name, address and telephone number of the parent company(s) and/or any subsidiary(s) or affiliated companies of the Respondent.

Pennrose, LLC is the sole responder. Our LLC is registered at the following address:

Pennrose, LLC
230 Wyoming Avenue
Kingston, PA 18704

3. A brief history and description of the responsibilities of each of the proposed developer entities or other related or affiliated entity(-ies) that will play a significant role in the ownership, development, financing, design, construction, marketing, leasing, management or operation of the Project.

Pennrose, LLC

Developer

Pennrose is a premier multifamily development company with the expertise to bring together development projects in a way that exemplifies quality, while creating value in the short- and long-term, and a national reputation for development execution. Pennrose has been active in real estate development, through its principals or affiliates, for 50 years.

Pennrose has developed more than 17,200 rental housing units, representing $3.5 billion in total development cost

Weinberg Commons - Cherry Hill, NJ

financed through a variety of public and private sources. Pennrose's portfolio includes more than 265 distinct developments in 16 states plus the District of Columbia and the U.S. Virgin Islands. Pennrose is one of the nation's leading developers of mixed-finance projects, and has been a designated redeveloper in over 80 municipalities, and regularly helps cities transform underutilized sites into thriving mixed-use economic development engines.

Pennrose has repeatedly demonstrated its skill at leading complex multi-phased projects through the stages of comprehensive community planning, site planning, and implementation, and has shown the commitment to actively engage and manage the community outreach process that is so crucial to the success of all those stages.

In all of its developments, Pennrose has demonstrated an ability to secure the necessary financing which will be required for this project, including Historic Tax Credits, Low Income Housing Tax Credits (LIHTC), state and local funds, and permanent mortgage financing to ensure the successful completion of the redevelopment process. Pennrose is intimately familiar with all the required processes to receive awards and implement the utilization of these funds; from preparing applications, to working through the complexities of overlaying funding requirements, achieving financial closing and meeting on-going compliance requirements. Pennrose brings forth extensive experience in the State of New Jersey, including over 70 project closings and over 4,000 units developed since Pennrose entered New Jersey in 1993. Currently, Pennrose has 252 units under construction, and 201 units that are proceeding to closing in New Jersey. Pennrose maintains an excellent relationship with the New Jersey Housing & Mortgage Finance Agency (NJHMFA).

Virtually all Pennrose's developments feature strong resident and community involvement and employment in the planning and construction processes. Pennrose has acquired a well-deserved reputation because of its concern for and attention to the needs of its residents. Its developments have won numerous awards for project design and community revitalization

In 2017, Pennrose became a member of the Hunt Family of Companies by successfully closing on a strategic alliance, whereby Hunt acquired a minority interest in the firm. As part of this transaction, Hunt secured a long-term interest in Pennrose's future development activities while Pennrose assumed responsibility and oversight for a substantial portfolio of projects in Hunt's pipeline.

Pennrose and Hunt are two of the nation's most respected multi-family and mixed-use developers. Each firm is led by veterans of the industry who have committed themselves to building organizations of depth, capacity and stability. Pennrose and Hunt share similar cultures and values—we care about our people and the communities where we operate.

Our partnership with Hunt Companies, which includes a tax credit investment affiliate, Hunt Capital Partners enables Pennrose to have a direct line to additional equity and capital as well as the ability to draw upon the expertise of the other affiliate companies. In addition, Pennrose can leverage Hunt's broad real estate market reach—including partners, lenders, issuers, investors, advisors, and underwriters—to identify the most cost-effective financing structures and attractive risk adjusted return investment opportunities for its clients.

Kitchen & Associates

Project Architect

At Kitchen & Associates (K&A), we pride ourselves on our ability to carefully listen, to think creatively and to problem solve. We are experts in our chosen fields and disciplines, and we are committed to supporting and empowering both our clients and the industries they serve. We recognize the importance of collaboration between partners and the ever-increasing need to formulate intelligent design strategies governing the approach to every project.

One of our fundamental goals is creating successful, long-term relationships with each one of our clients by offering them the highest quality professional services, combined with exceptional customer value. Since 1971, we have

Greens at Avenel - Avenel, NJ

assisted our clients in designing and developing corporate office spaces, workplaces, healthcare facilities, schools and universities, housing and a variety of community resources that not only revitalize and enhance the local economy, but also bring context and meaning to the neighborhood and community - our services are provided with an intentional focus on created opportunities for each project to have positive and sustainable socio-economic and cultural impacts on the local community, relevant stakeholders, residents and end users.

Finance, design, construction, marketing, regulations, schedules, and politics - all of these aspects must be considered throughout the life of any project, and your design professional needs to be aware of all of these aspects in order to effectively lead the effort of bringing your project together. Yes, there are experts in many of these specific areas, but your design lead needs to also see the bigger picture, the same way you do, and be able to achieve no-nonsense results with no surprises in the process.

Kitchen & Associates staff of 80+ professionals give us the ability to tailor the specific project team that will best serve our client's needs in bringing their projects to reality- as well as the capability to keep the integrity of that team in place through the life of the project With a diverse staff, spanning multiple disciplines, we ultimately serve a wide variety of core markets, which requires a deep understanding of specific construction and design issues and practices that go far beyond the external aesthetic of the building.

Truman Square - Edison, NJ

Mid Atlantic Engineering
Civil Engineer

MidAtlantic originally formed as a civil engineering and surveying firm prior to expanding our capabilities with additional services. The civil group is a core service of the firm and consists of a team of engineers including both Licensed Professional Engineers and a large support staff. Their team is dedicated to providing both superior design services and technical support along with sound permitting advice and strategies to ensure that they get projects to the finish line.

Their experience covers both small projects through major redevelopment across the region. They have experience in all areas of the industry whether that be utility main extensions, residential apartment complexes, hospital expansions, warehousing, commercial properties, and marinas. They are particularly experienced with projects subject to complex permitting requirements across multiple agencies.

The experienced survey team is comprised of Professional Land Surveyors and field crews, and supported by a staff of in-house mapping technicians. Utilizing the latest robotic equipment, MidAtlantic's equipment, their survey team is able to deliver accurate measurements in a timely manner. Projects range from small boundary & topography surveys to large-scale construction stakeout projects. They also provide specialty surveying services including hydrographic and aerial "drone" surveying. Other areas of service include preparation of easement exhibits, legal descriptions, foundation location plans, final construction as-built surveys, right of way dedication plans, minor and major subdivison plans, and flood elevation certificates.

MidAtlantic's Environmental Engineering team includes both Licensed Site Remediation Professionals, Professional Engineers, and a diverse group of skilled and knowledgeable environmental scientists that consider their clients' needs and goals when providing innovative solutions to their environmental concerns. MidAtlantic's projects cover a wide variety of environmental concerns with experience including due diligence and transaction support, site and remedial investigation, regulatory permitting, remedial design and implementation, construction and air monitoring, as well as post-remediation monitoring and certifications.

Innova Services Company
Construction Administrator

Innova's mission is to preserve and create energy-efficient and affordable housing while contributing to the sustainable redevelopment of transitional neighborhoods. Innova has overseen the design and construction of affordable housing and mixed-use developments valued at over $2.3 billion, with new projects totaling more than $200 million annually throughout the eastern United States. Innova represents owners in the design and construction phase of new construction, historic rehabilitation projects and large-scale capital improvements. Our construction professionals give special attention to moisture mitigation, energy efficiency, mechanical systems integration, component durability, and long-term maintainability. Drawing on its property maintenance expertise, Innova can inform the design and construction process in a way that uniquely focuses attention on building sustainability and maintainability as well as occupant safety and comfort.

Innova serves as the Owner's Representative in the design and construction of affordable housing and mixed-use developments. Its focus is to advance building practices that maximize resource efficiency, component durability, and systems maintainability. Innova's Project Management portfolio is comprised of more than 200 multifamily and mixed-use projects valued at more than $2.2 billion - over 12,000 units in all - including large scale transit-oriented developments, new town centers and historic rehabilitations; from exurban green fields to New York City brown fields.

As Building Advisors, Innove is a certified Energy Star pattern, Passive Consultant, PHIUS+ Verifiers, and NGBS Green verifiers, focused on the multifamily industry. Innova performs whole building modeling, energy audits and capital needs assessments; enabling multifamily clients to devise smart approach to achieving very low energy buildings with improved durability and maintainability.

Innova's core expertise is in understanding the needs of existing buildings. They are PCNA specialists and multi-family energy auditors, providing comprehensive needs assessments, sleuthing elusive building failures, and devising cost -effective retrofit strategies for increasing building efficiency, enhancing resident comfort and safety, and preserving affordable housing for the long term.

Pennrose Management Company

Property Manager

Since its inception in 1981, Pennrose Management Company (AMO®), has earned a reputation as the leader in the field of affordable housing management. Our singular approach to management, our commitment to our residents, investors and personnel, and our multi-faceted relationships with state and other regulatory agencies sets us apart from other housing management providers. As a provider of professional property management, consulting and auxiliary services to property owners including non-profit and public agencies as well as private sector entities; Pennrose administers over $35 million in annual budgeted operations with a staff of approximately 400 employees.

Our management portfolio continues a trend of dramatic growth and great diversity, currently consisting of 150 properties, with more than 11,000 units, in eleven states/ districts. The geographic areas we currently serve include Connecticut, Massachusetts, Pennsylvania, New Jersey, New York, Maryland, Ohio, North Carolina, Alabama, Georiga, Tennessee and the District of Columbia. Our growth has averaged 1,000 to 1,500 units per year since inception, with even greater growth projected in the foreseeable future.

PMC continues to be recognized and has won numerous awards and accolades for excellence in service. Although too numerous to list, at the PennDel AHMA Fall 2016 Management Conference, Pennrose Management Company received an "Excellent Rating" and at New Jersey Apartment Association Garden State Awards, PMC

Weinberg Commons, Cherry Hill, NJ

was selected as the Management Company of the Year (Affordable).

PMC participates in all Pennrose's developments, from concept to planning, through design and development, and into construction of the housing units, well before they might assume any management responsibility in the operation of the units. This type of participation better assures development of units that addresses effectively the needs of that population constituting the documented demand in the professional market studies. It also better assures adequate consideration of efficient functioning of common areas in the design of buildings, efficiencies in operating costs and proper design/careful selection of materials, fixtures and equipment to assure long-term durability and cost-effective maintenance.

PMC also has a professionally staffed Marketing Department. Among some of its responsibilities are the review of rent comparability studies, design of media and print collateral and implementing lease-up programs at new sites. The Department also develops marketing plans for stabilized sites to achieve maximum occupancy and assist the communities in building their wait lists to ensure a continuous stream of qualified applicants.

An ACCREDITED MANAGEMENT ORGANIZATION® FIRM, Pennrose Management Company has earned a reputation for excellence in long-term management, maintenance, and the provision of social services. PMC also utilizes regional and portfolio-wide procurement, which incorporates in its bid process, in addition to pricing, the extent to which contractors and vendors commit to train/hire residents of properties that PMC manages in the operation of their businesses.

Berman Indictor, LLP

Legal

Berman Indictor LLP (BI) represents for-profit and non-profit developers, tax credit investors and guarantors, lenders and REITs, as well as federal and state authorities involved in affordable/workforce housing initiatives.

For more than four decades, BI has delivered innovative legal strategies to address the issues surrounding low- and moderate-income housing, workforce housing and mixed-use projects. Their affordable/workforce housing experience is multifaceted and unites the capabilities of lawyers from our Real Estate, Environmental, Corporate, Governmental Affairs, Litigation and Tax Practices.

Bensalem Veterans, Bensalem, PA

They offer advice to private and public sector clients as counsel on federal and state financing and subsidy matters, as well as federal and state tax credit programs relevant to affordable/workforce housing developments. Their capabilities are complemented by the depth of our sophisticated transactional experience with structuring the acquisition, planning and development, and disposition of single and multi-family property assets, as well as providing related counsel on ADA, accessibility, Fair Housing Act compliance, and environmental and zoning matters.

BI is well-suited to provide counsel on federal, state and local affordable/workforce housing initiatives and community development programs. We represent lenders and borrowers in connection with financing provided through various HUD and FHA programs, including the negotiation, documentation and closing of transactions whereby a client has purchased multifamily housing projects that are subject to HUD affordable housing restrictions such as Section 8 Housing Assistance Payments (HAP) contracts or HUD Regulatory Agreements. In addition, we represent lenders in connection with loans made under the Fannie Mae Delegated Underwriting and Servicing (DUS) program. They also have expertise on low-income housing tax credits and mixed-use financing projects involving local and state affordable housing grants and loans.

4. Identification of all principals or officers of any entities, firms, arrangements, associations, joint ventures, partnerships, or involvements described above. Include the identity of each principal who holds 10% or more of the ownership interests of the Respondent and all officers of all firms or entities so named.

Richard K. Barnhart, Chairman & CEO
Mark H. Dambly, President
Timothy I. Henkel, Principal & Senior VP
HUNT PR Holdings, Minority Partner

5. Development team and management team organization charts showing team members, reporting relationship and responsibilities of each team member as they relate to the project.

ORGANIZATIONAL CHART

Deptford Township
GLOUCESTER COUNTY, NJ

- **PENNROSE, LLC**
  Developer
  Tim Henkel, Executive Oversight
  Jacob Fisher, Project Executive
  Noah Freiberg, Project Manager
  Christian Dambly, Associate Developer
  - **KITCHEN & ASSOCIATES**
    Project Architect
    Stephen Schoch
    Mary M. Johannesen
    Alkeshkumar Taylor
    Megan McGinley
  - **MIDATLANTIC ENGINEERING**
    Civil Engineer
    William J. Parkhill
  - **BERMAN INDICTOR,LLP**
    Legal
    Steve Berman
  - **PENNROSE MGMT. COMPANY**
    Property Manager
    Lisa Landis
    Jennifer Hayward
    Shannon Mowery
  - **INNOVA SERVICES COMPANY**
    Construction Admin.
    Benton Blackburn

6. Resumes of key individuals who would be responsible for the Project.

The following pages contain resumes of key individuals who are responsible for the project.

TIMOTHY I. HENKEL

Principal and Senior Vice President, Pennrose

Education:	Master of Business Administration, University of Rochester Bachelor of Science, Civil Engineering, Bucknell University
Experience:	20 years with the firm | 25 years in the industry

As a principal and member of the executive leadership team, Tim Henkel is responsible for all aspects of Pennrose's national development strategy. He oversees a team of regional vice presidents and has been instrumental in Pennrose's continued growth in key markets across the country. Tim began his career at Pennrose in 1999. He is an expert in all forms of public and private real estate financing including affordable housing via Federal and State Low Income Housing Tax Credits (LIHTC), Federal and State Historic Rehabilitation Tax Credits (HTC), mixed-income multifamily housing via tax-exempt bonds, and public housing replacement leveraging federal HOPE VI grants. In addition, he has executed market rate and mixed income development using various combinations of New Market Tax Credits (MTC), Urban Transit HUB Tax Credits, and other State incentive programs. Tim currently serves on the board of the National Housing & Rehabilitation Association and NJ Apartment Association. He is an alumni board member of the William E. Simon School of Business and serves of the boards of Triple C Housing and Penn Reach.

RELEVANT EXPERIENCE

Woodrow Wilson Commons I, II, & III, Long Branch, NJ

$45M | 173 units

Woodrow Wilson Commons is a 173-unit master-planned, mixed-income community built on the site of an outdated, dilapidated public housing complex. The 173 units were built within 51 buildings using a combination of townhomes, flats, and duplexes. The new development mimics the style, scale, and character of the historic housing precedents in Long Branch.

Seaview Manor, Long Branch, NJ

$11M | 40 Units

Completed in 2006, Pennrose partnered with the Long Branch Housing Authority to develop 40 units of family affordable units, built in a townhome-style setting. The community offers access to mass transportation and several shops, restaurants and area attractions, including the oceanfront . The community was designed by WRT.

Weinberg Commons I & II, Cherry Hill, NJ

$39.4M | 160 Units

Pennrose and the Jewish Federation of Southern New Jersey are currently engaged in developing a two-phase senior and supportive housing program in Cherry Hill. The first phase is currently under construction, and the second phase is projected to close on financing and begin construction in the Spring of 2019. When completed Weinberg Commons will provide 160 units of senior housing.

Rush Crossing, Trenton, NJ

$58M | 204 Units

Rush Crossing is the largest community revitalization, affordable apartment development in downtown Trenton in the last 25 years. The development features 204 units of mixed-income rental homes for families. Rush Crossing provides a unique housing alternative to the area by providing four bedroom units. The redevelopment is part of an economic turnaround for Trenton.

JACOB FISHER

Regional Vice President, Pennrose

Education: Masters of Government Administration, University of Pennsylvania
Bachelor of Arts, Wesleyan University

Experience: 12 years with the firm | 12 years in the industry

Jacob Fisher serves as Regional Vice President. In this role, he oversees all development activity in New Jersey. Jacob has been instrumental in working with partners from the public, private, and non-profit sectors to bring development projects to fruition. Jacob has secured financing and led award-winning development projects to fruition. Jacob has secured financing and led award-winning development teams on more than 1,100 units of new housing, with a total investment worth more than $300 million. Jacob joined Pennrose in 2007 as an Associate Developer. Prior to Pennrose, Jacob worked on community development in the public sector as the Assistant Director for Policy for the Mayor of Philadelphia.

RELEVANT EXPERIENCE

Woodrow Wilson Commons I, II, & III , Long Branch, NJ

$45M | 173 units

Woodrow Wilson Commons is a 173-unit master-planned, mixed-income community built on the site of an outdated, dilapidated public housing complex. The 173 units were built within 51 buildings using a combination of townhomes, flats, and duplexes. The new development mimics the style, scale, and character of the historic housing precedents in Long Branch.

Residence at Roosevelt Park, Edison, NJ

$24M | 84 Units

Pennrose, along with Middlesex County redeveloped this former 150-bed polio hospital. Built in 1937, this hospital was constructed as part of President Franklin D. Roosevelt's New Deal. Today, this building features 84 units of one- and two bedroom rental housing that serves seniors 62 and older. Situated on 11 acres adjacent to Roosevelt Park, the complex is accessible to nearby hospitals and healthcare facilities.

Weinberg Commons I & II, Cherry Hill, NJ

$39.4M | 160 Units

Pennrose and the Jewish Federation of Southern New Jersey are currently engaged in developing a two-phase senior and supportive housing program in Cherry Hill. The first phase is currently under construction, and the second phase is projected to close on financing and begin construction in the Spring of 2019. When completed Weinberg Commons will provide 160 units of senior housing.

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NOAH FREIBERG

Senior Developer, Pennrose

Education:	Masters of Business Administration, Rider University Bachelor of Science, Business Administration & Finance, Towson University
Experience:	8 years with the firm | 15 years in the industry

Noah Freiberg is a Senior Developer at Pennrose, LLC and is responsible for successful completion of multi-faceted real estate development projects from inception through construction completion and lease-up. He manages a multi-million-dollar pipeline of real estate projects in various stages of development. He provides leadership and direction to an in-house team of Developers and Associates Developers. He also assembles and manages an external team of financiers, architects, designers, engineers and contractors. Noah specializes in financing projects with multiple sources of funding, including federal, state and local programs. Prior to joining Pennrose, Noah was a Tax Credit Administrator within the New Jersey Housing & Mortgage Finance Agency. In that capacity, he was responsible for allocating over $150 million in annual Low-Income Housing Tax Credits which generated approximately $1 billion in private equity for affordable housing projects in the state of New Jersey.

RELEVANT EXPERIENCE

Lincoln Boulevard Revitalization, Glassboro, NJ

$45M | 173 Units

The Lincoln Boulevard revitalization will act as a catalyst helping provide quality affordable housing to members of the local community seeking to benefit from the expansion along Rowan Boulevard that aren't able to currently afford it.The site is located one mile away from Rowan University and over $300 million of redevelopment on the famed Rowan Boulevard are helping to rejuvenate Glassboro.

Dover Veterans, Dover, NJ

$20M | 70 Units

Dover Veterans is a 70 unit family development located on Prospect Street in Dover, NJ. The development is a 100% affordable, family development located in a single low-rise, wood-frame building. The development site is a parcel of Dover's downtown redevelopment master plan, and this project will transform this underutilized parking lot into affordable housing for families and veterans.

Greens at Avenel, Avenel, NJ

$29M | 101 units

Greens at Avenel is a brand new family rental development currently under construction in Avenel, NJ. The 101-unit development will feature 20 one-bedroom, 61 two-bedroom, and 20 three-bedroom apartment homes. A minimum of twenty five apartments will be designated for people with special needs and those individuals will have access to on-site supportive services.

Weinberg Commons I & II, Cherry Hill, NJ

$39.4M | 160 Units

Pennrose and the Jewish Federation of Southern New Jersey are currently engaged in developing a two-phase senior and supportive housing program in Cherry Hill. The first phase is currently under construction, and the second phase is projected to close on financing and begin construction in the Spring of 2019. When completed Weinberg Commons will provide 160 units of senior housing.

CHRISTIAN DAMBLY

Associate Developer, Pennrose | Role: Project Associate Developer

Education: Bachelor of Science, Pennsylvania State University
Experience: 2 years with the firm | 4 years in the industry

Christian joined Pennrose in 2019. In his role as Associate Developer, Christian's responsibilities include coordination and production of the due diligence process for real estate, financial, and tax credit closing for Pennrose developments. Christian supports senior development staff in all aspects of the development process, from predevelopment through stabilization. Prior to joining Pennrose, Christian worked as an Associate Underwriter for Bank of America Merrill Lynch. Christian was responsible for supporting senior credit officers in underwriting and closing over $100M of commercial real estate debt.

RELEVANT EXPERIENCE

Aston Heights, Newark, NJ

$45M | 154 units

Montgomery Heights II (Aston Heights) is a new construction family rental development to be located in Newark, NJ. The 154-unit development will contain fifty-nine (59) one-bedroom, seventy (70) two-bedroom, and twenty-five (25) three-bedroom units. The complex will also contain 7,000 square feet of neighborhood retail space facing Montgomery Street.

Hoffman Pavilion, New Brunswick, NJ

$24M | 66 Units

The NBHA selected Pennrose to develop housing at a nearby site, 55 Harvey Street, which serves as replacement housing for a portion of the Hoffman Pavilion site. In the meantime, Pennrose and the NBHA are working to redevelop the original site to provide the balance of the public housing units, as well as additional housing units for seniors.

Riverside, Wilmington, DE

$20M | 74 units (Phase I)

Overall, 400 new homes with a mix of affordable and mixed income properties will be developed in the Riverside neighborhood of Wilmington, Delaware. along with a new Kingswood Community Center. The project is a partnership between the nonprofit REACH, the Wilmington Housing Authority, and Pennrose, LLC.

Patriot Place, El Paso, TX

$23M | 110 Units

Pennrose is working in partnership with the Housing Authority of the City of El Paso (HACEP) to develop Patriot Place Apartments, which will include 110 new units with one-, two- and three-bedroom apartments available for low-income families and individuals. The community is located on land owned by HACEP near El Paso Community College's Northeast Campus and Sue Young Park.

STEPHEN SCHOCH, AIA, LEED AP BD+C

Managing Principal, Kitchen & Associates

Education: Bachelor of Architecture, Carnegie Mellon University
Experience: 35 years with the firm | 35+ years in the industry

As Managing Principal of Kitchen & Associates, Steve's dedication, inspiration and influence on the K&A staff has helped to establish the firm's leadership in the fields of neighborhood revitalization, mixed-use/mixed-income developments, and affordable and supportive housing for more than 30 years. Since joining the firm in 1984 Steve has made significant contributions to both the creative and business accomplishments of the firm. Under his direct leadership and tutelage as team leader and designer, K&A has managed to successfully serve a wide variety of public, private and non-profit clients throughout the country.

RELEVANT EXPERIENCE

West Turner Residences, Allentown, PA

61 Units

West Turner Residences provides 61 affordable apartment homes for seniors aged 62 and older. The 78,011 square foot structure includes 54 one-bedroom units and 7 two-bedroom units. Amenity space includes a community room with kitchen, fully equipped fitness room, game room, library and more. This project was developed in collaboration with Sacred Heart Hospital, located one block north of WTR.

Rush Crossing, Trenton, NJ

204 Units

Rush Crossing is the largest community revitalization, affordable apartment development in downtown Trenton in the last 25 years. The development features 204 units of mixed-income rental homes for families. Rush Crossing provides a unique housing alternative to the area by providing four bedroom units. The redevelopment is part of an economic turnaround for Trenton.

Wynne Senior, Philadelphia, PA

51 Units

Wynne Senior Residences is a 51-unit apartment building located in the Overbook neighborhood of Philadelphia. For years, the former Wynne Theater sat vacant on the site, causing concern to the local community and unsafe for occupancy. The new facility on the site of the former Wynne Theater is designed to replicate much of the architectural heritage of the previously iconic building.

Gloria Robinson Court Homes, Jersey City, NJ

130 Units

Located in a designated New Jersey Smart Growth Area on the west side of Jersey City, Gloria Robinson Court Homes replaces the old A. Harry Moore public housing with a mixed-income and mixed-use community fully integrated into the fabric of the neighborhood. This project was completed in four phases totaling 274 family units in a variety of building types and sizes.

MARY M. JOHANNESEN, AIA, LEED AP

Principal / Director of Senior Living

Education: Bachelor of Architecture, Virginia Polytechnic Institute and State University
Experience: 27 years with the firm | 35+ years in the industry

Mary is a principal at K&A and leader of the firm's Senior Living studio. In specializing in the design of residential and healthcare environments for older adults, Mary has established K&A as one of the preeminent firms providing design services for these specialized environments. She is passionate and committed to creating person-centered spaces that promote wellness and dignity, while making a distinguished impact on the community in an environmentally responsible way, while her attention to detail and comprehensive knowledge of all aspects of designing for seniors has made the firm an industry leader in the marketplace.

RELEVANT EXPERIENCE

West Turner Residences, Allentown, PA

61 Units

West Turner Residences provides 61 affordable apartment homes for seniors aged 62 and older. The 78,011 square foot structure includes 54 one-bedroom units and 7 two-bedroom units. Amenity space includes a community room with kitchen, fully equipped fitness room, game room, library and more. This project was developed in collaboration with Sacred Heart Hospital, located one block north of WTR.

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Rush Crossing is the largest community revitalization, affordable apartment development in downtown Trenton in the last 25 years. The development features 204 units of mixed-income rental homes for families. Rush Crossing provides a unique housing alternative to the area by providing four bedroom units. The redevelopment is part of an economic turnaround for Trenton.

Maher Manor, Old Bridge, NJ

100 Units

Maher Manor is a new independent senior residence consisting of ninety-one (91) one-bedroom and nine (9) two-bedroom rental apartments. Located in the scenic Middlesex County township of Old Bridge, this facility for adults 62 and older sits directly adjacent to a neighboring community hospital and assisted living facility, affording residents immediate access to quality care health providers and services.

Wynne Senior, Philadelphia, PA

51 Units

Wynne Senior Residences is a 51-unit apartment building located in the Overbook neighborhood of Philadelphia. For years, the former Wynne Theater sat vacant on the site, causing concern to the local community and unsafe for occupancy. The new facility on the site of the former Wynne Theater is designed to replicate much of the architectural heritage of the previously iconic building.

ALKESH TAYLOR

Principal/Engineering Project Manager, Kitchen & Associates

Education: Bachelor of Science, Architectural Engineering & Civil Engineer, Drexel University
Experience: 10 years with the firm | 18 years in the industry

Alkesh offers over two decades of experience, and a wealth of knowledge in building MEP engineering design and energy consulting services. As a Principal at K&A, he serves as a senior project manager in the firm's engineering group, responsible for managing and coordinating the day-to-day planning and design of all of the firm's engineering and energy-related efforts. As a team leader, Alkesh's success has been drawn from a comprehensive knowledge and understanding of a variety of different market sectors, as well as an innate ability to listen and understand the needs of the client. And his ability to interpret those needs, distilling them into concise and logical action, has made him one of the firms most effective managers and leaders.

RELEVANT EXPERIENCE

West Turner Residences, Allentown, PA

61 Units

West Turner Residences provides 61 affordable apartment homes for seniors aged 62 and older. The 78,011 square foot structure includes 54 one-bedroom units and 7 two-bedroom units. Amenity space includes a community room with kitchen, fully equipped fitness room, game room, library and more. This project was developed in collaboration with Sacred Heart Hospital, located one block north of WTR.

JBJ Soul Homes, Philadelphia, PA

204 Units

Located on a unique triangular site at the intersection of North Broad Street and Fairmount and Ridge Avenues in North Philadelphia, JBJ Soul Homes is the most recent in a growing line of successful, supportive housing projects throughout Philadelphia developed by Project HOME, a non-profit, non-sectarian organization dedicated to breaking the cycle of homelessness and poverty.

Wynne Senior, Philadelphia, PA

51 Units

Wynne Senior Residences is a 51-unit apartment building located in the Overbook neighborhood of Philadelphia. For years, the former Wynne Theater sat vacant on the site, causing concern to the local community and unsafe for occupancy. The new facility on the site of the former Wynne Theater is designed to replicate much of the architectural heritage of the previously iconic building.

Gloria Robinson Court Homes, Jersey City, NJ

130 Units

Located in a designated New Jersey Smart Growth Area on the west side of Jersey City, Gloria Robinson Court Homes replaces the old A. Harry Moore public housing with a mixed-income and mixed-use community fully integrated into the fabric of the neighborhood. This project was completed in four phases totaling 274 family units in a variety of building types and sizes.

MEGAN MCGINLEY, AIA, LEED AP BD+C

Associate / Project Architect, Kitchen & Associates

Education:	Bachelor of Architecture, Drexel University
Experience:	7 years with the firm | 20 years in the industry

Megan is a licensed architect with over 20 years of experience in both renovation and new construction. She has been involved in various scales of design including community and campus master plans, affordable housing, and tenant fit-outs. Megan has ushered projects through all stages of low income and historic tax credit funding, design and construction. As the project architect for a recent senior affordable housing adaptive reuse project, Megan guided the project to LEED-NC Gold certification and recognition by the National Trust and HUD.

RELEVANT EXPERIENCE

West Turner Residences, Allentown, PA

61 Units

West Turner Residences provides 61 affordable apartment homes for seniors aged 62 and older. The 78,011 square foot structure includes 54 one-bedroom units and 7 two-bedroom units. Amenity space includes a community room with kitchen, fully equipped fitness room, game room, library and more. This project was developed in collaboration with Sacred Heart Hospital, located one block north of WTR.

Lincoln Boulevard Revitalization, Glassboro, NJ

$45M | 173 Units

The Lincoln Boulevard revitalization will act as a catalyst helping provide quality affordable housing to members of the local community seeking to benefit from the expansion along Rowan Boulevard that aren't able to currently afford it.The site is located one mile away from Rowan University and over $300 million of redevelopment on the famed Rowan Boulevard are helping to rejuvenate Glassboro.

Gateway Pointe I & II, Warner Robins, GA

51 Units

Gateway Pointe is the mixed-income/mixed-use master plan neighborhood that is a multi-phase/ mixed-use development of a 15-acre City owned site and adjacent 10 acre Memorial Park. The City and Pennrose have also participated in a Community Transformation Plan (CTP) for the neighborhood surrounding the master plan.

Gloria Robinson Court Homes, Jersey City, NJ

130 Units

Located in a designated New Jersey Smart Growth Area on the west side of Jersey City, Gloria Robinson Court Homes replaces the old A. Harry Moore public housing with a mixed-income and mixed-use community fully integrated into the fabric of the neighborhood. This project was completed in four phases totaling 274 family units in a variety of building types and sizes.

WILLIAM J. PARKHILL

Principal, Mid Atlantic Engineering Partners, LLP

Education:	Bachelor of Science, Mechanical Engineering, The College of New Jersey
Experience:	9 years with the firm | 17 years in the industry

William has been active in the engineering and consulting field since 2003. In that time, his varied experiences have included residential and commercial development and redevelopment He has supervised and administered engineering design teams and construction inspectors. Project design experience has included preparation of residential and commercial site plans and subdivisions; Linear Utility Infrastructure Capital Improvements projects; Residential Affordable Housing Construction Administration; Urban infill and Redevelopment William brings particular design and project management expertise to residential and commercial development with a strong knowledge of value engineering and construction management. William has been a leading consultant responsible for the development of more than 1,000 affordable housing units.

RELEVANT EXPERIENCE

Woodrow Wilson Commons, Long Branch, NJ

173 units

Woodrow Wilson Commons is a 173-unit master-planned, mixed-income community built on the site of an outdated, dilapidated public housing complex. The 173 units were built within 51 buildings using a combination of townhomes, flats, and duplexes. The new development mimics the style, scale, and character of the historic housing precedents in Long Branch.

City View Family and Senior, Newark, NJ

106 Units

Pennrose's Uni-Penn partnership, along with the Newark Housing Authority created a three-phase solution for redeveloping the Scudder Homes development by creating a true neighborhood, consisting of 58-units of affordable townhouse-style family rental, a three story building containing 5,000 square feet of retail/commercial space and 48 affordable units for seniors 62 & older.

Aston Heights, Newark, NJ

154 Units

Aston Heights is an affordable, mixed use family housing development in Newark, NJ. It consists of five stories and 154 units of both apartments and townhouses, as well as 7,000 square feet of retail space. Community amenities include a community room on the top floor, resident fitness center, and on-site parking.

Gloria Robinson Court Homes III & IV, Jersey City, NJ

130 Units

The redevelopment of the original A. Harry Moore (AHM) neighborhood was a twelve-year process, beginning with the initial adoption, by JCHA, the city and all other relevant community stakeholders, of the A. Harry Moore HOPE VI Revitalization Plan. In 2016, the final two phases of Gloria Robinson Court Homes was completed, as well as 11-classrom Jersey City Head Start program.

BENTON BLACKBURN

Principal, Innova

Education:	Bachelor of Arts, Dartmouth College
Experience:	15 years with the firm | 26 years in the industry

Benton Blackburn is a Principal of Innova and serves as Vice President of Operations. Ben has been with Innova since 2004, and has led its efforts in owner's representative services, general contracting, capital project management, and building diagnostic services. He has personally overseen the successful completion of a wide variety of housing projects, including single family, townhomes, historic rehabilitation, urban infill, high rise and student housing developments. In Innova's capacity as General Contractor, Ben has successfully led large-scale renovation projects, specializing in affordable multifamily housing including single family, townhome, historic rehabilitation, urban infill, high rise, and student housing developments. Ben has also successfully led large-scale renovation projects, specializing in affordable multifamily housing preservation projects with tenant in place. Ben has been a construction professional since 1993. Prior to joining Innova, Ben served as Project Manager for Denver-based Shaw Construction where hew as responsible for $100 million in construction projects per year.

RELEVANT EXPERIENCE

Woodrow Wilson Commons, Long Branch, NJ

173 units

Woodrow Wilson Commons is a 173-unit master-planned, mixed-income community built on the site of an outdated, dilapidated public housing complex. The 173 units were built within 51 buildings using a combination of townhomes, flats, and duplexes. The new development mimics the style, scale, and character of the historic housing precedents in Long Branch.

City View Family and Senior, Newark, NJ

106 Units

Pennrose's Uni-Penn partnership, along with the Newark Housing Authority created a three-phase solution for redeveloping the Scudder Homes development by creating a true neighborhood, consisting of 58-units of affordable townhouse-style family rental, a three story building containing 5,000 square feet of retail/commercial space and 48 affordable units for seniors 62 & older.

John C. Anderson Apartments, Philadelphia, PA

56 units

Pennrose, LLC and the Dr. Magnus Hirschfeld Fund (dMh Fund) are proud partners on the development of John C. Anderson Apartments, a 56-unit senior affordable, mixed-use development in the heart of Center City, Philadelphia. JCA represents an exceptional opportunity to provide a needed affordable senior housing (62+) resource in an affluent neighborhood.

Glenarden Hills, Glenarden, MD

430 Units

This four-phase, master-planned redevelopment includes affordable and market-rate housing for families and seniors. Phase 1, financed by 9% LIHTCs and other public and private funds, was completed in 2019 and Phase 2 is currently under construction. Pennrose incorporated community input into the design, which will be walkable, green, and include an array of housing types and amenities.

LISA LANDIS

Senior Vice President of Property Management, Pennrose Management Company

Education: Associates of Applied Sciences, Columbus State Community College
Experience: 2 years with the firm | 21 years in the industry

As Senior Vice President of Property Management, Lisa Landis is responsible for the overall strategic and tactical direction of property management operations at Pennrose. She oversees an expanding portfolio of affordable, mixed-income, and market rate multifamily housing throughout the eastern U.S. With over 20 years of property management experience, Lisa is experienced in affordable, market rate, and mixed-income properties. She is adept at leading the daily complexities of property management related to multiple programs and layers, including LIHTC, HUD, HOME, and RAD. Prior to Pennrose in 2019, Lisa served as Regional Vice President for The Woda Group where she oversaw 91 communities totaling 3,500 units and exceeded in evaluating and building successful teams through on-site coaching and mentoring. Lisa also held the position of Regional Vice President at Wallick Communities, where she managed five Regional Supervisors to lead operational excellence. Lisa is a Blended Occupancy Specialist (BOS), Tax Credit Specialist (TCS), Certified Housing Asset Manager (CHAM), and has Rural Development Certifications. She is a member of IREM and a licensed Real Estate agent in Ohio.

RELEVANT EXPERIENCE

City View Family and Senior, Newark, NJ

$35M | 106 Units

Pennrose's Uni-Penn partnership, along with the Newark Housing Authority created a three-phase solution for redeveloping the Scudder Homes development by creating a true neighborhood, consisting of 58-units of affordable townhouse-style family rental, a three story building containing 5,000 square feet of retail/commercial space and 48 affordable units for seniors 62 & older.

John C. Anderson Apartments, Philadelphia, PA

$20M I 56 units

Pennrose, LLC and the Dr. Magnus Hirschfeld Fund (dMh Fund) are proud partners on the development of John C. Anderson Apartments, a 56-unit senior affordable, mixed-use development in the heart of Center City, Philadelphia. JCA represents an exceptional opportunity to provide a needed affordable senior housing (62+) resource in an affluent neighborhood.

Meriden Commons Phase I and II, Meriden, CT

$48M | 151 Units

Pennrose is currently engaged in a multi-phase redevelopment plan with the City of Meriden and the Meriden Housing Authority to redevelop the 140 unit Mills Memorial public housing site. The site was the subject of a Master Developer RFP, won by Pennrose and its development team in 2012. Meriden Commons is a mixed-used, mixed-income community, revitalizing the downtown core.

Village at Park River, Hartford, CT

$27M | 400 Units

Village at Park River is a development that will feature 360 new high-quality housing units, including both rental and homeownership opportunities. In partnership with the City of Hartford, Westbrook Village will provide replacement of the City's stock of affordable housing units, as well as position the property to be as a catalyst for reinvestment and commercialization in the Upper Albany Neighborhood.

JENNIFER HAYWARD

Vice President of Transition Management, Pennrose Management Company

Education:	Bachelor of Science in Communications, Ashland University
Experience:	9 years with the firm | 27 years in the industry

Jennifer Hayward serves as the Vice President of Transition Management, playing a pivotal role in the responsibilities related to taking developments from the conceptual stages through timely occupancy stabilization. She is the primary liaison between Pennrose, LLC and Pennrose Management Company for the successful integration of newly constructed and/or renovated properties into PMC's property management operations. Ms. Hayward joined Pennrose Management Company in February 2011 as a Regional Vice President of Operations. Her portfolio consisted of more than 2,600 conventional, tax credit senior, student, and family rental units which total more than 42 communities in Pennsylvania, New Jersey, Connecticut and Ohio. She led a team that included four Regional Property Managers, and over 100 employees. Prior to joining Pennrose Management Company, Ms. Hayward worked for over five years as the Director of Multifamily Management with a private firm who owned and managed multifamily and commercial assets throughout the Midwest. Earlier, she worked with AIMCO as a Regional Property Manager overseeing up to 26 assets in Michigan and Ohio. Ms. Hayward's responsibilities included overseeing every facet of the portfolios, creating/building company structure, and supervising the employees at all levels within the portfolios.

RELEVANT EXPERIENCE

Obery Court & College Creek Terrace, Annapolis, MD

$40M | 174 Units

The project was a three-phase development that included the demolition and reconstruction of two public housing projects. It provides much-needed, affordable rental units; a passive park; tot lot; and a community center, which offers various resident programs, a courtyard, patio, and Head Start classrooms. Pennrose accommodated residents who were relocated that wished to return.

Weinberg Commons I & II, Cherry Hill, NJ

$39.4M | 160 Units

Pennrose and the Jewish Federation of Southern New Jersey are currently engaged in developing a two-phase senior and supportive housing program in Cherry Hill. The first phase is currently under construction, and the second phase is projected to close on financing and begin construction in the Spring of 2019. When completed Weinberg Commons will provide 160 units of senior housing.

Residences at Roosevelt Park, Edison, NJ

$22M | 85 Units

The Residences at Roosevelt Park is a historic renovation and adaptive reuse of the Roosevelt Hospital building in Edison, NJ. Pennrose undertook this project along with Middlesex County, NJ who owns the land. Residences at Roosevelt Park provides 85 units of affordable housing for seniors, with 22 units set aside for veterans.

Uplands Redevelopment, Baltimore, MD

$237M | 761 Units

The project is a critically-needed, six-phase project consisting of two phases of rental and four phases of homeownership. The units are housed within 13 buildings that consist of townhouses, flats, and stacked flats. The master planned, transit-oriented development has passive parks, retail spaces, and is targeting LEED ND certification; the rental clubhouse has earned LEED Gold certification.

SHANNON MOWERY

Vice President of Supportive Services, Pennrose Management Company

Education:	Bachelor of Science, Biobehavioral Health, Penn State University
Experience:	16 years with the firm | 17 years in the industry

As Vice President of Supportive Services, Shannon oversees all aspects of Supportive Services for Pennrose, including the development of Supportive Services plans, delivery of services at all properties, as well as coordinating any activities and communications with company affiliates as they relate to supportive services. She started with Pennrose Management Company in June 2002 as Supportive Services Coordinator where she coordinated and facilitated supportive services activities and training including health and wellness, human service needs, as well as recreational activities. Ms. Mowery has more than 15 years of Supportive Services experience working in varied fields. Before joining Pennrose she was the Family Living Program Coordinator for Threshold Rehabilitation Services, where she was responsible for assigned family living providers and consumers to ensure all safety measures were being met, advocated on the behalf of persons with disabilities, as well as conducted monthly pre-service training to assure compliance with all state and agency regulations.

RELEVANT EXPERIENCE

Crest Manor, Willow Grove, PA

$17M | 46 Units

Between the years of 1944 and 1980 the Montgomery County Housing Authority (MCHA) embarked on an extraordinary effort to construct over 615 safe, quality, and affordable homes for the county's most economically challenged residents. MCHA partnered with Pennrose to redevelop and revitalize the 46 units at Crest Manor.

Glenarden Hills, Glenarden, MD

$105M | 430 Units

This four-phase, master-planned redevelopment includes affordable and market-rate housing for families and seniors. Phase 1, financed by 9% LIHTCs and other public and private funds, is currently under construction. Pennrose incorporated community input into the design, which will be walkable, green, and include an array of housing types and amenities.

Bensalem Veterans Residences, Bensalem, PA

$15M | 40 Units

Bensalem Veterans Residences is a brand new rental community for seniors and veterans 62 and older. Bensalem Veterans Residences is currently under construction, and will provide 40 high-quality, one-bedroom apartment homes to the city. Local services providers include Veterans Multi-Service Center and Bucks County Military Affairs Office, which will provide supportive services to senior veterans.

Greens at Avenel, Avenel, NJ

$29M | 101 Units

Greens at Avenel is a brand new family rental development in Avenel, NJ. The 101-unit development features 20 one-bedroom, 61 two-bedroom, and 20 three-bedroom apartment homes. A minimum of twenty five apartments have been designated for people with special needs and those individuals will have access to on-site supportive services.

STEVEN P. BERMAN

Principal, Berman Indictor, LLP

Education:	Juris Doctor, Harvard Law School, 1983
	Bachelor of Arts, Haverford College
Experience:	30 years with the firm | 36 years in the industry

Steven Berman focuses his practice in the areas of Federal partnership and real estate taxation with a particular emphasis on low-income housing tax credits, historic tax credits, and New Markets Tax Credits. Steven's practice is focused on the representation of both for-profit and non-profit real estate developers, tax credit equity investors and public housing authorities involved in real estate transactions involving the use of one or more of these Federal income tax credits.

RELEVANT EXPERIENCE

Weinberg Commons I & II, Cherry Hill, NJ

$39.4M | 160 Units

Pennrose and the Jewish Federation of Southern New Jersey are currently engaged in developing a two-phase senior and supportive housing program in Cherry Hill. The first phase is currently under construction, and the second phase is projected to close on financing and begin construction in the Spring of 2019. When completed Weinberg Commons will provide 160 units of senior housing.

Dover Veterans, Dover, NJ

$20M | 70 Units

Dover Veterans is a 70 unit family development located on Prospect Street in Dover, NJ. The development is a 100% affordable, family development located in a single low-rise, wood-frame building. The development site is a parcel of Dover's downtown redevelopment master plan, and this project will transform this underutilized parking lot into affordable housing for families and veterans.

Montgomery Heights, Newark, NJ

$17M | 80 Units

Brick Towers was a 324-unit affordable housing development located in Newark, NJ originally occupied in 1970. The new development, Montgomery Heights, consist of 80 units of family rental housing, 40 units are Tax Credit only, 20 receive project-based vouchers, and the final 20 are public housing replacement units.

Woodrow Wilson Commons, Long Branch, NJ

$45M | 173 units

Woodrow Wilson Commons is a 173-unit master-planned, mixed-income community built on the site of an outdated, dilapidated public housing complex. The 173 units were built within 51 buildings using a combination of townhomes, flats, and duplexes. The new development mimics the style, scale, and character of the historic housing precedents in Long Branch.

B. Summary of Related Projects

Summary of Related Projects. Include a description of the Respondent's prior affordable housing projects over the past ten years, but no more than six such projects need to be submitted. The total number of affordable housing projects should be disclosed. The description should include the following:

1. Type of development, current user if known, number of units, cost, time to complete, and completion date;
2. Brief description of the projects previously undertaken by current members of the development and management team of the Respondent, indicating capability to perform on the Project.
3. Description of the manner in which the prior projects were financed, including the use of tax credits, HMFA, and other programs designed to foster affordable housing.

The following pages include a summary of our related projects.

PENNROSE NEW JERSEY DEVELOPMENT EXPERIENCE

DEVELOPMENT NAME	CITY	STATE	COUNTY	ROLE	COMPLETION DATE	UNITS	OCCUPANCY
15 Washington	Newark	NJ	Essex	D	8/1/2015	156	Student, Market-Rate
A. Harry Moore III	Jersey City	NJ	Hudson	D GP M	11/23/2011	60	Family, Mixed-Income; SN
A. Harry Moore IV	Jersey City	NJ	Hudson	D GP M	5/3/2016	70	Family, Mixed-Income
Academy Pl.	Trenton	NJ	Mercer	D GP M	7/31/2014	40	Family, Affordable
Alexander Hamilton I	Paterson	NJ	Passaic	D GP M	8/31/2011	80	Family, Affordable, SN
Alexander Hamilton II	Paterson	NJ	Passaic	D GP M	6/1/2015	50	Family, Affordable
Alexander Hamilton III	Paterson	NJ	Passaic	D GP M	5/16/2014	50	Family, Affordable
Apollo Dye I	Paterson	NJ	Passaic	D GP M	7/31/2015	70	Senior, Affordable
Apollo Dye II	Paterson	NJ	Passaic	D GP M	7/15/2017	63	Senior, Affordable, SN
Artisan's Mill	Trenton	NJ	Mercer	D GP M	7/31/1999	31	Family, Affordable
Baldwin's Run I	Camden	NJ	Camden	D GP M	6/1/2003	78	Family, Affordable
Baldwin's Run IX	Camden	NJ	Camden	D GP M	5/15/2007	74	Senior, Affordable
Baldwin's Run VIII	Camden	NJ	Camden	D GP M	11/2/2007	73	Family, Affordable
Branch Village	Camden	NJ	Camden	D GP M	7/5/2011	58	Family, Affordable
Camp Kilmer A	Edison	NJ	Middlesex	D GP M	7/1/2020	86	Family, Affordable
Camp Kilmer B	Edison	NJ	Middlesex	D GP M	9/1/2020	86	Family, Affordable
Carl Miller Homes	Trenton	NJ	Mercer	D GP M	7/31/2014	204	Family, Affordable
Cedar Meadows	Avenel	NJ	Middlesex	D GP M	11/1/2019	101	Family, Affordable
Centerville VII	Camden	NJ	Camden	D GP M	12/12/2008	74	Family, Affordable
Centerville XII	Camden	NJ	Camden	D GP M	6/1/2009	70	Family, Affordable
Church Street/H.E. Kapp	Flemington	NJ	Hunterdon	D GP M	11/10/2005	60	Senior, Affordable
City View Landing Family	Newark	NJ	Essex	D GP M	5/5/2008	58	Family, Affordable
City View Landing Senior	Newark	NJ	Essex	D GP M	9/15/2008	48	Senior, Affordable, Mixed-Use
Clara Barton A/L	Edison	NJ	Middlesex	D GP	12/3/1999	84	Assisted Living, Mixed-Income
Clara Barton I/L	Edison	NJ	Middlesex	D GP	9/30/1999	27	Senior, Affordable
Costello Building	Old Bridge	NJ	Middlesex	D GP M	12/20/2006	61	SN (MH/MR)
Dover Veterans	Dover	NJ	Morris	D GP M	2/01/2021	70	Family, Affordable
East Hanover Street	Trenton	NJ	Mercer	D GP M	7/1/2001	22	Family, Affordable
Eastampton Town Center	Mt. Holly	NJ	Burlington	D GP M	8/19/2002	100	Family, Affordable
El Barrio Academy St	Trenton	NJ	Mercer	D GP	4/1/1998	41	Family, Affordable
Garfield Court I	Long Branch	NJ	Monmouth	D GP	12/11/2008	67	Family, Mixed-Income
Garfield Court II	Long Branch	NJ	Monmouth	D GP	4/28/2010	61	Family, Affordable
Gateway Transit Village	New Brunswick	NJ	Middlesex	D GP M	2/1/2012	150	Family, Mixed-Income, Mixed-Use

DEVELOPMENT NAME	CITY	STATE	COUNTY	ROLE	COMPLETION DATE	UNITS	OCCUPANCY
Glassboro Special Needs	Glassboro	NJ	Gloucester	D GP M	06/26/2021	65	Senior, Affordable
Grant Court	Long Branch	NJ	Monmouth	D GP	12/19/2007	70	Family, Affordable
Greens at Avenel	Avenel	NJ	Middlesex	D GP M	10/15/2019	101	Family, Affordable
Hope's Crossing	Tom's River	NJ	Ocean	D GP M	9/13/1995	125	Family, Affordable
J. F. Budd Building	Burlington	NJ	Burlington	D GP M	10/29/2002	36	Senior, Affordable
Liberty Place	Fort Lee	NJ	Bergen	D GP M	11/20/2003	60	Family, Affordable
Livingston Manor	New Brunswick	NJ	Middlesex	D GP M	12/29/1995	50	Senior, Affordable
Maher Manor	Old Bridge	NJ	Middlesex	D GP M	3/7/2005	100	Senior, Affordable
Maple Shade Mews	Maple Shade	NJ	Burlington	D GP M	12/3/2004	100	Senior, Affordable
McCorristin Square	Hamilton Twp	NJ	Mercer	D GP M	4/30/2000	70	Senior, Affordable
Metropolitan Inn	Burlington	NJ	Burlington	D GP M	10/29/2002	16	Senior, Affordable
Montgomery Heights	Newark	NJ	Essex	D GP M	8/31/2010	80	Family, Affordable, Mixed-Use
Patriot's Cove	Barnegat	NJ	Ocean	D GP M	6/30/2009	46	Family, Affordable
Pearlye Building	Camden	NJ	Camden	D GP M	12/28/2005	50	Senior, Affordable
Pellettieri Homes	Trenton	NJ	Mercer	D GP M	1/1/1998	69	Senior, Affordable
Providence Square	New Brunswick	NJ	Middlesex	D GP M	12/8/1993	98	Senior, Affordable
Providence Square II	New Brunswick	NJ	Middlesex	D GP M	10/20/2010	53	Senior, Affordable
Residences at Roosevelt Park	Edison	NJ	Middlesex	D GP M	12/28/2018	85	Senior, Affordable
River Street Commons	Red Bank	NJ	Monmouth	D GP M	6/27/1996	62	Senior, Affordable
Rockoff Hall	New Brunswick	NJ	Middlesex	D GP	6/27/2005	186	Student, Mixed-Use, Market-Rate
Salem Historic Homes I	Salem	NJ	Salem	D GP	12/31/2002	63	Family, Affordable
Salem Historic Homes II	Salem	NJ	Salem	D GP	12/29/2003	44	Family, Affordable
Seaview Manor	Long Branch	NJ	Monmouth	D GP	12/14/2006	40	Family, Affordable
Skyline Tower	New Brunswick	NJ	Middlesex	D GP	11/1/2003	70	Family, Mixed-Income, Mixed-Use
The George	New Brunswick	NJ	Middlesex	D GP	4/1/2013	104	Family, Mixed-Income, Mixed-Use
Winding Ridge	Neptune Twp	NJ	Monmouth	D GP M	12/31/1995	99	Family, Affordable
Weinberg Commons I	Cherry Hill	NJ	Camden	D GP M	12/01/2019	80	Family, Affordable

DEVELOPMENT NAME	CITY	STATE	COUNTY	ROLE	COMPLETION DATE	UNITS	OCCUPANCY
Weinberg Commons II	Cherry Hill	NJ	Camden	D GP M	07/01/2021	80	Family , Affordable
Woodrow Wilson I	Long Branch	NJ	Monmouth	D GP	11/25/2013	65	Family, Affordable, SN
Woodrow Wilson II	Long Branch	NJ	Monmouth	D GP	12/11/2013	57	Family, Affordable
Woodrow Wilson III	Long Branch	NJ	Monmouth	D GP	10/27/2014	51	Family, Mixed-Income

4,698 units developed in New Jersey by Pennrose.

WEINBERG COMMONS I & II

Cherry Hill, NJ

Total Development Cost
$37,000,000

Completion Date
November 2019 (Phase I)

Units
160 units

DESCRIPTION

Weinberg Commons is a partnership between Pennrose, LLC ("Pennrose") and the Jewish Federation of South New Jersey ("JFED") to develop 160 units of new affordable rental housing for seniors and households with developmental disabilities. The development is split into two phases, with each phase containing 80 units. In each phase 63 units are set aside for tenants aged 55 and older, and the remaining 16 units are designated for adults with developmental disabilities. These 16 units are grouped into four congregate living facilities, each containing four 1-bedroom units. Each congregate living facility contains a large shared common space where access to services can be provided in a safe and open setting.

All units in the project will be set at or below 60% of Area Median Income ("AMI") for Camden County. 40% of the units are set at 50% AMI, which will include 10% of the units set at or below 30% of AMI. The 16 units for adults with developmental disabilities will be supported by rental subsidy vouchers provided by the Department of Human Services Division of Developmental Disabilities.

There is a very high demand for high-quality housing options for older adults that offers health and social services geared towards aging, but at an affordable price. According to census data, over 30% of Cherry Hill's community is over the age of 55, with over a 17% of the population over the age of 65. Of the 31,000 available housing options in Township, only 15% is available for rental. A much smaller percentage of those rental units are affordable. In addition, much of the affordable and/or senior housing that is currently available in Cherry Hill is not easily accessible for those with physical disabilities. Some older adults can't accomplish simple things that we all take for granted, like grasping a doorknob or opening a kitchen cabinet. Still others may live alone and would benefit from living in a community with their peers that provides stimulation and activity. This project will provide a much needed option for area residents looking to age in place in the community they may have always called home.

The Township of Cherry Hill has also committed its support to Weinberg Commons. By placing this project in its Housing Element Plan and securing COAH credit for the Township, Cherry Hill has committed to providing approximately $1 million of its Affordable Housing Trust Funds to the project.

The first phase of the project closed on construction financing in July 2018, and commenced construction immediately after. Financing for the first phase of the project consists of a conventional mortgage from Bank of America, Township of Cherry Hill Affordable Housing Trust Funds, Camden County HOME funds, Federal Home Loan Bank Affordable Housing Program funds, grant funds from the Weinberg Foundation, a loan from the Jewish Federation of Southern New Jersey and equity from the sale of Low-Income Housing Tax Credits (LIHTC). The development team is in the process of finalizing financing and approvals for the second phase of the project, which is expected to close in the second quarter of 2019.

MAPLE SHADE MEWS

Maple Shade, NJ

Total Development Cost
$12,000,000

Completion Date
2005

Units
100 units

DESCRIPTION

In 1999, the Town Council of Maple Shade, New Jersey, formed The Maple Shade Community Development/ Redevelopment Commission (CDRC) to proactively address the economic realities they were facing. The diverse group or residents and business leaders was united in the goal of improving Maple Shade. Their Vision Document spoke to the need to stimulate housing and general property improvements and to create a safe, viable, and vibrant,. tax-yielding central business district. Their new plan called for astate-of-the-art senior citizen complex. The top priority was to address along-vacant Edsamm Manufacturing Company plant and a lumber yard in the heart of their business district. Contaminated with years of metal detritus, the abandoned and unproductive site was an detriment to Maple Shade both visually and environmentally. Through a competitive RFP process, Maple Shade chose Pennrose to be their partner for the redevelopment of the site as a catalyst for community revitalization.

An odd-shaped contaminated piece of ground, the site presented the Pennrose Development Team with several immediate issues. To create necessary parking and a second egress, we worked with the adjacent Lion's Club to effect a land swap that increased the functionality of their property and ours. Pennrose assembled financial resources that included funds from LIHTC equity, the New Jersey Department of Community Affairs Balanced Housing Program, Burlington County HOME, and Casino Reinvestment Development Authority. A comprehensive environmental clean-up of the site paved the way for construction of an attractive, well-designed, three-story residence of 100 one-and two-bedroom affordable apartments for seniors. The fully air-conditioned, elevator building included an striking community room, library, and satellite lounges, and laundry facilities on each floor. Social services included health, wellness, educational, exercise, and food programs. Testifying to the peerless position of the property was the fact that when opened, it had more than 300 on its waiting list.

Maple Shade Mews demonstrates the Pennrose ability to remediate industrial detritus and redevelop valuable real estate to serve a community's needs. When opened for residency in 2006, the heart of Maple Shade was filled with the promise of new vitality. Pennrose owns, manages, and maintains this property.

WYNNE SENIOR RESIDENCES

Philadelphia, PA

Total Development Cost
$16,000,000

Completion Date
March 2017

Units
51 units (Rental)

DESCRIPTION

Wynne Senior Residences is a 51-unit apartment building located at 2001 N. 54th Street in the Overbrook neighborhood of Philadelphia. For years, the former Wynne Theater sat vacant on the site, causing concern to the local community and unsafe for occupancy. With tremendous support from neighborhood groups and the City of Philadelphia, Pennrose, LLC and its joint venture partner Wynnefield-Overbrook Revitalization Corporation (WORC) worked together to redevelop the site into a brand new senior facility that will provide much needed affordable housing for the local senior population, and a variety of amenities for the neighborhood as a whole.

The new facility on the site of the former Wynne Theater is designed to replicate much of the architectural heritage of the previously iconic building. The building was histrionically used as a ballroom, cinema, and later a catering facility.

The 51-unit senior residence is comprised of forty-six 700 square foot, one bed, one bath units and five, 900 square foot two bed, one bath units.

Various common areas throughout the building create opportunities for social interaction, wellness, and recreational activities. First floor amenities include a large community with, longe and retail space. Common laundry facilities, wellness center, and library are located on the upper floors. Outdoor amenities include a patio and covered parking for eleven cars.

Wynne Senior Residences lies in an area with a high concentration of amenities targeted at the senior population. Grocery stores, Senior Centers, public transportation, pharmacies, hospitals and more lie only a short distance from Wynne Senior. Furthermore, the development lies within the service area of the Philadelphia Corporation for Aging, which contracts with other community organizations to provide a full menu of services for older people and people with disabilities, including access to "care-at-home" services, legal assistance, transportation, and home delivered meals.

GREENS AT AVENEL

Woodbridge Township, NJ

Total Development Cost
$29,361,642

Project Start/Finish
11/2017 - 11/2019

Units
101 units

DESCRIPTION

Greens at Avenel is the long-awaited 100% affordable rental housing complex designed for a community in need. The project was undertaken through a public/private partnership between Pennrose, Woodbridge Township, and the Woodbridge Redevelopment Agency. This site will accomplish the transformation of a former vacant and underutilized property into a vibrant new community of 101 rental apartments for families and individuals with special needs as well as the construction of a brand-new 1.25-acre Woodbridge Township youth sports field.

The Greens at Avenel site was formerly owned by the New Jersey Department of Corrections. Woodbridge Township identified the location as having potential for future special-needs housing and was subsequently able to take title to the property in 2015. In 2016, Pennrose was selected as the master redeveloper and worked with the Township to secure funding for development activities that included the remediation and demolition of Department of Corrections buildings. The site had multiple buildings including an ammunition storage facility and indoor artillery range.

Twenty-five (25) units in Greens at Avenel will be set-aside for the supportive housing population with rental and service support from the Department of Development Disabilities ("DDD") as well as the Department of Mental Health and Addiction Services ("DMHAS"). 15 of the 25 will be set-aside for physically and developmentally disabled individuals, and 10 of these 25 will be for people with mental health challenges.

The development is thoughtfully designed with an array of rental unit types and amenities. The project includes twenty (20) one-bedroom, sixty (60) two-bedroom, twenty (20) three-bedroom units, and one (1) two-bedroom unit for the on-site superintendent. Rents for Greens range from 30%-60% of the Area Median Income for Middlesex County.

Greens at Avenel incorporates fantastic amenities, including a 1,300+ square feet community room where resident's friends and families will be able to gather and socialize, a library, a game room and a fitness room for adults with cardio, free weights, and other exercise equipment. In addition, just off the community room is a partially enclosed green courtyard with seating that looks out into a tranquil wetland reserve.

The $30 Million project is funded through a variety of sources including Low-Income Housing Tax Credit equity through Hudson Housing Capital, Affordable Housing Trust Funds and other funding from Woodbridge Township and the Woodbridge Redevelopment Agency, Sandy Special Needs Housing Funds from the New Jersey Housing & Mortgage Finance Agency, Federal Home Loan Bank of NY Funds, and a construction loan to permanent loan funded by Citibank, along with critical operating funding from the Department of Human Services.

MAHER MANOR

Old Bridge, NJ

Total Development Cost
$11,000,000

Completion Date
2005

Units
100 units

DESCRIPTION

When the Old Bridge Housing and Redevelopment Agency received in 1999 a parcel of land adjacent to the Raritan Bay Medical Center at the busy intersection of Route 18 and Ferry Road, they selected Pennrose through a competitive process to develop the property. With more than 9,500 elderly renter households in the county consortium, they had an urgent mandate to provide for seniors affordable housing that would foster independence, mobility, and self-sufficiency. The given site, while perfectly positioned between the hospital and an assisted living facility, had significant impediments that included wetland restrictions, awkward dimensions, and a single emergency access.

The Pennrose development team established from the onset a strong working relationship with its neighbors. In creating a u nified campus that would serve the community as a whole, the team creatively solved the emergency access issue.

Utilizing the site's restricted wetlands to its advantage, the team managed the property's awkward geometry to create a 4-story midrise building of offset wings that would nestle into the low-lying forested area. Pennrose navigated the complex process of permitting such that final site plan approval was sought and subsequently granted unanimously on March 20, 2003 by the Old Bridge Zoning Board of Adjustment. The resulting structure of 91 one-bedroom and 9two-bedroom apartments featured a host of common amenities that included laundry facilities, a fitness room, alibrary/ reading lounge, aground-floor community room, exterior patios, card reader security systems, a gazebo, and a full array of supportive services. The complex is named for John "Jack" Maher, an Old Bridge councilman who is remembered for working to make affordable housing available for seniors. Maher, who died in 1988, was also an open space advocate.

Today Maher Manor architecturally completes the campus and socially complements the services of its neighbors. It is buffered from the frenzy of Route 18 by its tranquil wetlands.

This new construction development of affordable apartments for seniors underscores the Pennrose team's expertise in working with community stakeholders to deliver on-time, on-budget solutions within difficult development parameters. Maher Manor is owned, managed, and maintained by Pennrose.

PROVIDENCE SQUARE

New Brunswick, NJ

Total Development Cost
$11,000,000

Completion Date
1994

Units
98 units

DESCRIPTION

When New Brunswick Tomorrow formed the New Brunswick Development Corporation (Devco) it was with the mission to revitalize the city physically, economically, socially and culturally. One of the impediments to that growth was an abandoned turn-of-the-century cigar factory located within the Hungarian community of the city. Situated within a primarily residential neighborhood and only three blocks from one of the nation's top medical facilities, the Robert Wood Johnson University Hospital, its boarded up presence created a negative influence on both property and social values. Devco chose Pennrose to transform this hulking structure into a vital community asset.

In a sterling example of adaptive reuse of an historic structure, the development team successfully converted the dilapidated factory into spacious independent living units for seniors. To both remove an eyesore and create this new community of 98 affordable apartments for the elderly, the team completely renovated the existing L-shaped building and added a sympathetic 4-story steel frame structure to form a U. Amenities included two elevators, barrier-free units, a community center, an inviting passive recreation center, laundry facilities, and on-site management offices, all enhanced and integrated with attractive landscaping and architectural details. Attesting to the service this building provides to the neighborhood it serves is the fact that one of its first residents when it opened in 1996 was a 92-year old lady who had rolled cigars in the factory as a 14-year old.

This multi-million dollar project underscores the breadth of our development team's innovative responses to revitalizing communities through the adaptive reuse of abandoned and under utilized resources. A renewed and renovated property, Providence Square is owned, managed, and maintained by Pennrose.

ONE THOMPSON AVENUE

Dover, NJ

Total Development Cost
$21,238,000

Completion Date
Winter 2021

Units
70 units

DESCRIPTION

One Thompson Avenue is a 70 unit, veterans preference, family development located on Prospect Street in Dover, Morris County. The development is a 100% affordable, located in a single low-rise, wood-frame building. The building is comprised of ten (10) one-bedroom units, forty-three (43) two-bedroom units, and seventeen (17) three-bedroom units. 100% of the units will be affordable to residents with household incomes at or below 60% of the Area Median Income ("AMI"), with one unit set aside for an on-site superintendent. The development will be designed for family occupancy but will contain a preference in twenty-five percent (25%) of the units for veterans.

The parcel had a deed restriction from New Jersey Transit, which needed to be removed in order to start construction. This parcel is part of Dover's downtown redevelopment master plan, and this project will contribute to the execution of this plan by transforming this underused space into affordable housing for families and veterans. The design will mirror the existing architecture of downtown Dover to ensure the building is appropriate to its context and will provide added density needed to help the Town achieve its goals of reducing auto dependency, complementing neighborhood commercial uses and creating a walkable downtown.

The proposed development contains on-site parking, community space in the building, laundry facilities on each floor, bicycle storage, and on-site management space. Triple C Housing will provide robust supportive services to all residents of the development and will have space on-site to meet with residents.

At least four (4) of the units (5% of the total project) will be accessible to residents with physical disabilities. Accompanying the wheelchair accessible units, at least two (2) will be outfitted for residents with hearing and vision impairments. All units in the project will be completely adaptable. In addition, every unit in the development will receive Energy Star Certification, and the development will be constructed to meet Enterprise Green Communities standards.

The project is funded by equity from the sale of Low Income Housing Tax Credits.

Sustainable Development Experience

Pennrose and its development team has significant experience and expertise in sustainable real estate development, designing energy efficient developments, green building concepts, the U.S. Green Building Council's LEED® certification, and the Enterprise Community Partners' Green Communities certification. Our development team recognizes sustainable development produces fundamentally better buildings and communities that are more comfortable, more efficient, more appealing, and ultimately more affordable. Therefore, we strive to incorporate resource-efficient and environmentally responsive designs into our development projects. We focus on incorporating into everyday systems simple, elegant changes that are long-lived, easy to maintain, and offer state-of-the-art performance. This creates a permanent cost subsidy through ongoing energy reductions without increasing either our construction or maintenance costs. Our approach is three-fold with specific objectives as follows:

Environmental

- Avoid any negative impact of development upon the environment
- Conserve natural resources through sustainable land use
- Minimize waste and prevention of pollution
- Comply with environmental regulations
- Use of recyclable materials whenever possible
- Reduce storm water discharge into municipal sewer systems by promoting groundwater recharge
- Use of sealing, flashing and drainage systems to prevent moisture penetration
- Upgrading of ventilation systems to control indoor moisture that creates molds

Economic

- Provide adequate affordable housing
- Create mixed-use residential areas that preserve open space
- Minimize development impact upon existing storm water systems
- Reduce water consumption by employing rain gardens to retain water stores for use by residents
- Design well insulated homes that require less fuel consumption

Social

- Promote active involvement of residents & citizens through open, inclusive public outreach efforts
- Create sustainable communities that are considerate of local values
- Create and maintain safe, clean neighborhoods with recreational facilities for all
- Provide efficient Infrastructure (water, sewer, etc.) that minimizes environmental hazards
- Allow broad public access through bike and pedestrian paths
- De-emphasize the automobile with pedestrian-friendly designs that encourage people to be out in their community

Green Development Example: Eastampton Town Center

Eastampton Town Center is an excellent example of Pennrose's ability to convert a good plan into an exceptional environmentally sensitive reality. Eastampton is a suburban, almost rural community in Burlington County, which in terms of real estate development has been one of the most rapidly growing counties in New Jersey. In an attempt to manage responsibly this expansive growth, Eastampton Township adopted in 2002 the Woodlane Road Redevelopment Plan addressing residential development, commercial development, and open space preservation. The goal of the Redevelopment Plan was to create a town center.

Eastampton Township selected Pennrose Properties as the developer for the residential portion of the property. Knowing the Township's desire to create a town center, Pennrose proposed the concept of a "traditional neighborhood development." The idea of a traditional neighborhood development is to build a sense of community using designs that encourage people to come together. This can happen only if people get out of their houses and into the community. Consequently, we designed the development to be pedestrian friendly and to de emphasize the automobile. We created sidewalks and walking paths to encourage people to walk short distances rather than travel by car. The community building, management office, laundry facilities, and playgrounds were located in a central area to encourage residents to interact with one another, experience the community around them, and to walk. Every unit had a porch or patio to allow residents to spend

Eastampton Town Center, Eastampton, NJ

time outside. Streets, driveways, and parking were located at the perimeter of the buildings. This allowed the buildings to be connected by common open space rather than separated by parking lots and driveways.

Pennrose, with the encouragement of the Township, applied for funding under the New Jersey Department of Community Affairs Sustainable Development Program. The goal of sustainable development also known as green building is to minimize the negative impact of development on the environment. This is accomplished through new and different approaches to planning, design, construction, and operating housing developments.

Some of the approaches included the use of recycled and recyclable material. For example, all of the buildings were clad in hardiplank, a siding product made from recycled materials. We used linoleum, a renewable product made from fibers and linseed oil, in place of VCT. Wood floors, both a renewable and recyclable product, were used in all of the units. To reduce the emission of noxious gases into the home, low VOC paints were used throughout.

The Eastampton Town Center was featured in an article in The New York Times. In 2000, it was one of only four developments designated by the Department of Community Affairs and PSE&G as an "exemplary project." In 2001, it received the Governor's Award for Excellence in Housing for project design.

The third component of the revitalization plan was the preservation of open space. Eastampton Town Center is located on property that was part of a 500 acre tract owned by Rancocas Investments, LLC ("Rancocas"). As part of a redevelopment agreement between the Township, Pennrose and Rancocas, Pennrose acquired the site for residential housing and Rancocas agreed to undertake a wetlands mitigation project on the balance of the property. Rancocas agreed not only to retain existing wetlands but also to create new ones. The property was then deed restricted to prohibit forever development on the Rancocas site.

Because of Pennrose's development, Eastampton now has a "traditional neighborhood" serving as the anchor to its town center. Simultaneously, almost 500 acres of open space was preserved. As a result, Eastampton Township was able to control growth, develop exactly what they wanted, where they wanted, and simultaneously maintain the open space that is such an essential part of a community.

Delaware County Fairgrounds, Chester, PA

LEED Development Experience: Eastampton Town Center

Delaware County Fairgrounds in Chester, PA is an excellent example of Pennrose's experience developing LEED® certified communities.

Delaware County Fairgrounds is a neighborhood redevelopment project funded with low income housing tax credits, undertaken by Pennrose Properties and the Delaware County Housing Authority (DCHA) to replace 319 units of obsolete housing in Chester Township with a 299- unit master planned community. The 5,150 SF Fairgrounds Community Building, sitting at the epicenter of the planned rental townhouses, senior apartments and homeowner townhouses, was the first LEED® project undertaken by DCHA and has achieved LEED Gold® certification. The community also meets PHFA requirements of an accessible entry to all townhouse ground floor living areas. The Community Building contains Housing Authority office space, a computer lab for residents, and a communal room with kitchenette that opens to a covered patio overlooking playground and park areas. The building re-uses an existing site, is within walking distance of public transportation, and connects to the site's extensive stormwater management system. A ground-source heat pump system, 23 KW solar photovoltaic system, EnergyStar™ windows, and a well-sealed, insulated envelope add to the building's efficiency

Below is a sampling of other LEED® certified affordable developments that Pennrose has recently completed:

LEED Gold®

Uplands, Baltimore, MD
Maple Hills Apartments, Chattanooga, TN
Fairgrounds Senior Building, Chester Township, PA
Fairgrounds, Community Building, Chester Township, PA
Woodrow Wilson Phase 1 & 2, Long Branch, NJ
The Mary Taylor House, West Chester, PA
Saint Luke's Manor Phase 1 & 2, Cleveland, OH

LEED Silver®
Gloria Robinson Court, Jersey City, NJ
Neston Heights Senior, Easton, PA
55 Harvey at Providence Square, New Brunswick, NJ
Garfield Court Phase 2, Long Branch, NJ
St. Luke's Neighborhood Redevelopment, Cleveland, OH
Arlington Heights Recreation Center, Youngstown, OH
Garfield Court, Phase I, Long Branch, NJ
Rush Crossing, Trenton, NJ

Passive House Experience: West Turner Residences

West Turner Residences provides 61 new, high-quality apartment homes for seniors aged 62 and older. The 78,011 square foot structure includes 54 one-bedroom units and 7 two-bedroom units. Amenity space includes a community room with kitchen, fully-equipped fitness room, game room, library, lobby lounge, common laundry rooms, and a roof terrace.

West Turner Residences was developed in collaboration with West Turner Hospital, which is located one block north of the development. On the first floor of the building, the hospital will rent 6,000 square feet of space for geriatric, physical therapy, and other senior focused medical functions. These amenities will be available to both building residents and to the general public.

West Turner Residences is one of the first buildings in Pennsylvania designed to meet the Passive House standard, a rigorous standard for energy efficiency that results in ultra-low energy buildings that require little energy for space heating or cooling. Passive House buildings consume approximately 86% less energy for heating and 46% less energy for cooling when compared to a code-compliant building. West Turner Residences is expected to perform with greatly lessened utility loads and more comfortable living environments as the result of being designed to Passive House requirements.


West Turner Residences, Allentown, PA

Throughout the course of the design process, the team worked to with numerous consultants and specialists to ascertain the optimal methodologies for achieving the development's goals of energy efficiency, and design economy – the result is a systems approach uniquely tailored to West Turner Residences.

One such example of unique design is the exterior wall assembly. The team discussed the conventional double wall membrane commonly used at the exterior wall to achieve Passive House sealing, but cost and practicality were concerns. The exterior wall that the team proposed allowed for better air and weather sealing by using a Zip R6 panel as the exterior sheathing, then 2" of open cell spray foam inside for an additional seal, and 3.5" inches of fiberglass batt insulation to fill the remainder of the exterior wall cavity. This detail ensured air and weather tightness without relying on the construction of a double wall. The resultant assembly simplified the construction process and eliminated cost, while achieving the value of an R-26 exterior wall.

The $14.6 million development serves seniors with income ranging from 20% to 60% of the area median income. The Pennsylvania Housing Finance Agency awarded low-income housing tax credits (LIHTCs) to the project, which raised nearly $11.2 million in equity. JPMorgan Chase was the investor, construction lender, and permanent lender, and Hudson Housing Capital was the LIHTC syndicator. Other financing partners include the city of Allentown, commonwealth of Pennsylvania, and American Bank. In addition, the Allentown Housing Authority provided 24 Sec. 8 vouchers.

Photovoltaic Solar Panels

Pennrose cares about the environment and tries to offset electric use by using Photovoltaic Solar Panels. Pennrose has 22 projects in four states that produces 595.55 kW of power. Of those 22 projects, 10 of those projects are located in New Jersey and produce 219 kW of power. Below are a few photos of our projects with Photovoltaic Solar Panels.

C. Pending Litigation/Defaults

1. Brief description of any significant pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent's business) in which the Respondent, its officers, directors, employees or principals or any of its subsidiaries or parent(s), their officers, directors, employees or principals is a party or of which any of their property is subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, and the principal parties thereto. A description of the factual basis alleged to underlie the proceedings known to be contemplated by a governmental entity shall be described. Notwithstanding the above, Respondents shall submit information if the claim or allegation brings into question Respondent's performance of, or failure to perform, contractual obligations.

n/a

2. A brief description of any occasion in which Respondent, any officer or principal of Respondent with a proprietary interest therein, has ever been disqualified, removed or otherwise prevented from bidding on, participating in, or completing a federal, state or local governmental project because of a violation of law or a safety regulation.

n/a

3. A brief description of any occasion in which Respondent has been in a position of default on a project, such that payment proceedings and/or execution on a payment, performance or bid bond have been undertaken.

n/a

4. A list of all material threatened and/or pending claims, litigation, judgments, settlements or government enforcement actions.

n/a

5. Whether the Respondent or any of its officers refused to testify before any state or federal grand jury relating to any public construction project within the last 10 years. If so, provide details.

n/a

6. If multiple organizations are participating (e.g., subsidiaries, parent companies, joint ventures and/or subcontractors), the information requested herein must be provided regarding each of the anticipated participants.

n/a

D. References

D. The RFQ response shall include both project and financial references. Specifically, the Proposal shall include three references of clients for whom Respondent has developed projects similar to the Project, indicating whether the work was that of the Respondent and/or specific responsible staff and the client's name, address and telephone number. Respondent shall indicate whether any of these clients were public entities. In addition, the Proposal shall include two financial references of lenders or other institutions from whom the Respondent has obtained financing for projects similar to the Project. The Respondent shall expect that the Township will communicate with those references identified in the Proposal as clients for whom the Respondenthas completed or undertaken projects similar to the Project.

Public Entity Development References

Erin Patterson Gill, Township Business Administrator

Cherry Hill Township
820 Mercer Street
Cherry Hill, NJ 08002
Phone: 856.488.7878
Pennrose completed Weinberg Commons I and II in Cherry Hill, NJ

Mayor John McCormac

Town of Woodbridge, NJ
1 Main Street
Woodbridge, NJ 07095
Phone: 732.602.6015
wbmayor@twp.woodrbidge.nj.us
Pennrose partnered with the Town of Woodbridge to deliver 100 units towards its COAH obligation in 2020.

Don Travisano, Township Business Administrator

Town of Dover, NJ
37 N. Sussex Street
Dover, NJ 07801
Phone: 908.851.8500
dtravisano@uniontownship.com
Pennrose is partnering with the Town of Dover to deliver 71 units towards its COAH obligation and anticipates completion in 2021.

Financial References

Miles Cary

SVP Global Commercial Banking
Bank of America Merrill Lynch
100 S. Charles Street, 3rd Floor
Baltimore, MD 21201
Phone: 410-547-4063
Numerous completed projects including Woodrow Wilson III, Transit Village/Vue, The George, Plant 64

Richard T. Callahan, Jr.

SVP Community Lending & Investment
Wells Fargo Bank
123 South Broad Street, 9th Floor
Philadelphia, PA 19109
Phone: 215-670-6521
Numerous completed projects including Woodrow Wilson I, Fairgrounds, Uplands, Orchard Ridge

Kimmel Cameron

Vice President, Acquisitions/Underwriting
Hudson Housing Capital, LLC
1750 Tysons Boulevard, 4th Floor
McLean, VA 22102
Phone: 703.639.0880
Numerous completed projects including: Alexander Hamilton Phase III, Apollo Dye, Montgomery Street

Exhibit A
Checklist for Items to be Submitted with Qualifications Statement

	Document	Initials
1	Affirmative Action Letter, Certificate of Employee Information Report (Exhibit B)	TH
2	Americans with Disability Active of 1990 Language (Exhibit C)	TH
3	Ownership Disclosure Statement (Exhibit D)	TH
4	Non-Collusion Affidavit (Exhibit E)	TH
5	Certification of Political Contributions (Exhibit F)	TH
6	Acknowledgement of Receipt of Addenda (Exhibit G)	TH
7	Disclosure of Investment Activities in Iran (Exhibit H)	TH

Signature: The undersigned hereby acknowledges that s/he has submitted the required documents with the Qualifications Statement in response to this RFQ and that all documents have been truthfully completed.

Name of Respondent / Firm: Pennrose, LLC

Print Name and Title: Timothy I. Henkel, Principal and Senior Vice President

Signature: [signature]

Date: 6.28.2021

Exhibit B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE PER N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1.1 *et seq.* GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with 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 agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

Exhibit B – Continued

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq.**

Exhibit C

AMERICANS WITH DISABLITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The RESPONDENT and the TOWNSHIP OF DEPTFORD (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S.12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The RESPONDENT shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the RESPONDENT agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the RESPONDENT shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RESPONDENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the RESPONDENT every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the RESPONDENT pursuant to this contract will not relieve the RESPONDENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the RESPONDENT, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the RESPONDENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RESPONDENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RESPONDENT from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Exhibit C – Continued

ACKNOWLEDGEMENT:

Name of Respondent / Firm: Pennrose, LLC

Print Name and Title: Timothy I. Henkel, Principal and Senior Vice President

Signature: TL

Date: 6.28.2021

Exhibit D

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Pennrose, LLC

Organization Address: 1301 N. 31st Street, Philadelphia, PA 19121

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ____________________

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

Exhibit D – Continued

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Richard K. Barnhart, Chairman & CEO	40 Evans Lane, Haverford, PA 19041
Mark H. Dambly, President	354 Darlington Road, Media, PA 19063
Timothy I. Henkel, Principal and Senior Vice President	462 Barclay Road, Bryn Mawr, PA 19010
Hunt PR Holdings, LLC, Minority Owner	515 Woodland Avenue, El Paso, TX 78746

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Exhibit D – Continued

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Deptford (Township) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Timothy I. Henkel	Title:	Principal and Senior VP
Signature:		Date:	6.28.2021

Exhibit E

NON-COLLUSION AFFIDAVIT

I, Timothy I. Henkel of the City of Bryn Mawr, in the County of Delaware, and the State of PA, of full age, being duly sworn according to law on my oath depose and say that:

I am Principal and Senior Vice President of the firm of Pennrose, LLC, the Respondent herein, and I executed the Respondent with full authority to do so; that the Respondent has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named Vendor, and that all statements contained in the Qualifications Statement and in this affidavit are true and correct, and made with full knowledge that the Township of Deptford relies upon the truth of the statements contained in the Qualifications Statement and the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Pennrose, LLC (Name of Vendor).

Signature

Timothy I. Henkel, Principal and Senior Vice President

Print or Type Name and Title

Exhibit F

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Exhibit F - Continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Pennrose, LLC		
Address:	1301 N. 31st Street		
City:	Philadelphia	State: PA	Zip: 19121

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Timothy I. Henkel	Principal and Senior Vice President

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on attached page(s)

Exhibit F - Continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure

<u>N.J.S.A.</u> 19:44A-20.26

Township Name: Deptford Township, Gloucester County

State: Governor, and Legislative Leadership Committees

Legislative District Numbers: 3, 4 & 5

State Senators General Assembly

County: Glouceser

Freeholders County Clerk Sheriff Surrogate

Municipal Bodies (Mayor and members of governing body, regardless of title):

Township of Deptford
Deptford Township Board of Education
James H. Johnson Memorial Library (Deptford Township Library)
Deptford Township Municipal Utilities Authority
Deptford Township Fire District

Exhibit G

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated
____________	____________
____________	____________
____________	____________

Acknowledged for:

Respondent Name: Pennrose, LLC

Name: Timothy I. Henkel

Title: Principal and Senior Vice President

Signature: ______________________

Exhibit H

Disclosure of Investment Activities in Iran

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**
Failure to check one of the Boxes will render the Proposal Non-Responsive.

Pursuant to P.L.2012, c.25, N.J.S.A.52:32-55 et al., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to P.L. 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Deptford is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Deptford, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Timothy I. Henkel Signature: TL

Title Principal and Senior VP Date: 6.28.2021

*This form need not be submitted. It is provided for use in assuring compliance with all required documentation.

Exhibit I

TOWNSHIP OF DEPTFORD

SEALED SUBMISSION LABEL FOR REQUEST FOR QUALIFICATIONS – DEVELOPMENT OF DONASON TRACT

Please Tape this Label to the Front of Your Sealed Submission

DO NOT OPEN
SEALED SUBMISSION ENCLOSED

Respondent: Pennrose, LLC

Address: 1301 N. 31st Street, Philadelphia, PA 19121

Township of Deptford
Attention: Sharon Paynter
1011 Cooper St.
Deptford, NJ 08096

R.62.23

RESOLUTION OF THE TOWNSHIP OF DEPTFORD AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR PROPERTY KNOWN AS BLOCK 4.01, LOT 1 (DONASON TRACT)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the Redevelopment Law, the Township adopted Resolution R.119.15 on April 20, 2015 designating the parcel identified on the municipal tax map as Lot 1, Block 4.01, and more particularly described in the Redevelopment Plan as an "area in need of redevelopment" as that term is defined in the Redevelopment Law (the "Redevelopment Area"); and

WHEREAS, pursuant to such designation, on November 21, 2022, the Township, by Ordinance 0.16.22, adopted the Redevelopment Plan referenced as the "Merrywold Senior Housing Redevelopment Plan" (the "Redevelopment Plan"); and

WHEREAS, the Deptford Township Council has been designated the "redevelopment entity" (as that term is defined in the Redevelopment Law) for the purpose of implementing the Redevelopment Plan under the Redevelopment Law; and

WHEREAS, the Township's Master Plan, Housing Element, Fair Share Element the Settlement Agreement and the Redevelopment Plan recommend the development of the Premises as a 100% senior rental affordable housing community to be occupied by families with "low" (including "very low") and "moderate incomes" in accordance with the Fair Housing Laws, as hereinafter defined; and

WHEREAS, the development and construction of this Redevelopment Project is intended to address, in part, the Township's obligation to provide its fair share of the region's affordable housing need in accordance with what is commonly referred to as the "Mount Laurel Doctrine" and the State and Court's affordable housing obligations and requirements; and

WHEREAS, the Redeveloper has extensive experience with the redevelopment of real estate generally and the development, construction and management of workforce, affordable housing specifically; and

WHEREAS, the portion of the Redevelopment Area to be conveyed to the Redeveloper consists of approximately 11.25 acres of Block 4.01, Lot 1 (the "Premises"); and

WHEREAS, it is in the best interests of the Township that the Premises be developed for the construction of senior affordable rental housing by the Redeveloper; and

WHEREAS, the Parties wish to enter into a formal agreement establishing the terms and conditions under which the Premises will be conveyed by the Township to the Redeveloper and under which the Premises will be redeveloped for affordable senior rental housing by the Redeveloper.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and further, to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties hereto agree as follows:

NOW THEREFORE, BE IT RESOLVED that the Township Council authorizes the following:

1. The execution of the Redevelopment Agreement between The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated and the Township, as attached to this resolution.

2. That a copy of the fully executed Redevelopment Agreement shall remain on file in the of the Township Clerk.

Effective Date: This Resolution shall take effect immediately upon adoption.

ATTEST:

Township of Deptford

Christine A. Helder

Christine A. Helder, Deputy Township Clerk

Paul Medany

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 23rd day of January, 2023 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.62.23				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Hufnell	✓			
Barnshaw	✓			
Belling	✓			
Lamb	✓			
Love	✓			
Schocklin	✓			

Christine A. Helder

Christine A. Helder, Deputy Township Clerk

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the **"Agreement"**) is made and entered into effective as of the 23 day of January, 2023 by and between the **TOWNSHIP OF DEPTFORD**, a municipal corporation of the State of New Jersey, having its principal offices located at 1011 Cooper Street, Deptford, New Jersey 08096 and **THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INCORPORATED**, a New Jersey nonprofit corporation having its principal office at 1845 Haddon Avenue, Camden, New Jersey 08103 (hereinafter designated as the "**Redeveloper**").

PREAMBLE

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the **"Redevelopment Law"**), provides a process for municipalities to determine whether an area is in need of redevelopment, and to adopt plans for the redevelopment of such areas pursuant to a redevelopment agreement with a qualified redeveloper; and,

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the **Redevelopment Law**, the **Township** adopted Resolution R.119.15 on April 20, 2015 designating the parcel identified on the municipal tax map as Lot 1, Block 4.01, and more particularly described in the **Redevelopment Plan** as an "area in need of redevelopment" as that term is defined in the **Redevelopment Law** (the **"Redevelopment Area"**); and

WHEREAS, pursuant to such designation, on November 21, 2022, the Township, by Ordinance 0.16.22, adopted the **Redevelopment Plan** referenced as the "Merrywold Senior Housing Redevelopment Plan" (the "**Redevelopment Plan**"), a copy of which is attached hereto as **"Exhibit A"**; and

WHEREAS, the Deptford Township Council has been designated the "redevelopment entity" (as that term is defined in the **Redevelopment Law)** for the purpose of implementing the **Redevelopment Plan** under the **Redevelopment Law**; and

WHEREAS, the **Township's** Master Plan, Housing Element, Fair Share Element the **Settlement Agreement** and the **Redevelopment Plan** recommend the development of the **Premises** as a 100% senior rental affordable housing community to be occupied by families with "low" (including "very low") and "moderate incomes" in accordance with the **Fair Housing Laws**, as hereinafter defined; and

WHEREAS, the development and construction of the **Redevelopment Project** (as defined below) is intended to address, in part, the **Township's** obligation to provide its fair share of the region's affordable housing need in accordance with what is commonly referred to as the **"Mount Laurel Doctrine"** and the State and Court's affordable housing obligations and requirements; and

WHEREAS, the **Redeveloper** has extensive experience with the redevelopment of real estate generally and the development, construction and management of workforce, affordable housing specifically; and

WHEREAS, the portion of the **Redevelopment Area** to be conveyed to the **Redeveloper** consists of approximately 11.25 acres and is more particularly described on **"Exhibit B"** attached to and made a part hereof (the "**Premises**"); and

WHEREAS, it is in the best interests of the **Township** that the **Premises** be developed for the construction of senior affordable rental housing by the **Redeveloper**; and

WHEREAS, the **Parties** wish to enter into a formal agreement establishing the terms and conditions under which the **Premises** will be conveyed by the **Township** to the **Redeveloper** and under which the **Premises** will be redeveloped for affordable senior rental housing by the **Redeveloper**.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the **Parties**, and further, to implement the purposes of the **Redevelopment Law** and the **Redevelopment Plan**, the **Parties** hereto agree as follows:

1. **Redevelopment Project Description**. In accordance with the terms and conditions set forth in this **Agreement** the **Township** and the **Redeveloper** (collectively, the **"Parties"**) agree that the **Redeveloper** will develop and construct the **Redevelopment Project** on the **Premises**. The **"Redevelopment Project"** is defined as 74-unit senior affordable rental apartment complex to be known as "St. Francis Woods" together with all on and offsite improvements, if any, necessary to service the apartment units and together with those features further described in this Section 1, and to be constructed in substantial conformity with the concept plans attached as **"Exhibit C"** (collectively the **"Concept Plan"**). The **Redevelopment Project** will be developed and constructed in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Uniform Housing Affordability Controls ("UHAC") regulations at N.J.A.C. 5:80-26.1, et seq., promulgated thereunder (collectively the **"Fair Housing Laws"**). Consistent with the obligation to construct the **Redevelopment Project** in accordance with the **Fair Housing Laws**, but not intending to limit that obligation: each apartment unit will be deed restricted with affordability controls for eligible households with low (including very low) and moderate incomes as prescribed by the **Fair Housing Laws.**

a. Except as set forth in this **Agreement**, the **Redevelopment Project** will be developed and constructed consistent with the **Redevelopment Plan** and the **Concept Plan.** All work will be completed in accordance with the **Land Use Approvals** (as hereinafter defined) and all other building, safety, health, environmental and other statutes, laws, rules, regulations and ordinances applicable to the ownership, development, construction and use of the **Redevelopment Project** (the **"Applicable Laws"**). The buildings and plans shall also be substantially consistent with the **Concept Plan** attached hereto as **Exhibit "C"**.

b. The **Redeveloper** will commence the construction of the **Redevelopment Project** promptly (but in no event more than 6 months) after all of the contingencies referenced in Section 3 of this **Agreement** have been fully satisfied. After commencement of construction, the **Redeveloper** will continue and complete construction of the **Redevelopment Project** without interruption, subject only to **Force Majeure Events** (as defined below). It is anticipated that the **Redevelopment Project** will be complete and a certificate of occupancy issued for all buildings twenty (20) months from the date construction commences; however, so long as the **Redeveloper** is proceeding with good faith and due diligence the **Redeveloper** will have an additional six (6) months to complete the **Redevelopment Project** if despite such good faith and due diligence the **Redeveloper** has been unable to compete work within twenty (20) months.

c. In order to reduce cost generative fees in accordance with the **Fair Housing Laws,** to the extent permitted by law, no bond or other financial assurance will be required in connection with the construction of the **Redevelopment Project** and in no event will bonding or financial assurance be required for the completion of non-public improvements (i.e. those improvements which will not be dedicated for public use). The **Redeveloper** will be required to post inspection fees in accordance with the **Applicable Laws**.

d. No **Township** impact fees will be required in connection with the **Redevelopment Project**.

e. The **Redeveloper** will have the right to make changes to the **Concept Plan** so long as such changes are consistent with the **Redevelopment Plan** and further subject to the review and approval of the **Township**.

f. The **Redevelopment Project** will be deemed complete on the later of: (i) the issuance of an unconditional certificate of occupancy for all seventy-four (74) apartment units; and, (ii) verification by the **Township's** engineer that all on and, if applicable, off-site improvements have been completed in accordance with this **Agreement**, the **Land Use Approvals** and in accordance with the process set forth in N.J.S.A. 40:55D-53 et seq. At such time, the **Township** will issue a **"Certificate of Completion"** in accordance with the requirements of the **Redevelopment Law** and in proper form for recording, such Certificate of Completion shall be in the form and subject to the terms set forth in Section 16 of this Agreement

g. The **Redeveloper,** in connection with the development and construction of the **Redevelopment Project** and the ownership and management of the **Redevelopment Project**, shall comply with all **Applicable Laws**. The **Redeveloper** shall keep the **Township** fully informed of any adverse environmental conditions the **Redeveloper** encounters at any time through the date a **Certificate of Completion** for the **Project** is issued. The **Township** will cooperate and support any and all applications necessary to effectuate the **Redevelopment Project**. The **Township** does not agree to fund or perform any **Project** remediation, nor to restore or pay damages for lost or damaged natural resources for the **Premises**. This **Agreement** shall not be construed to impose liability upon the **Redeveloper** for environmental conditions caused by third parties.

h. The **Redeveloper** will construct the 74 senior affordable rental units such that all such units qualify to meet the **Township's** affordable housing obligation as set forth above. The **Township** will have the right and authority to review the **Redeveloper's** files and information relating to its management and tenants for the purpose of ensuring that the units remain in compliance with the **Fair Housing Laws**.

2. **<u>The Premises</u>**. Subject to the satisfaction of all of the terms and conditions set forth in this **Agreement**, including but not limited to the satisfaction of the **Contingencies** referenced in Section 3, at the time of closing, the **Township** agrees to convey the **Premises,** together will all easements and other rights associated with the **Premises,** to the **Redeveloper**.

a. The **Premises** shall be conveyed in its current condition, normal wear and tear excepted. The **Redeveloper** acknowledges that the **Premises** is being acquired solely to be conveyed to the **Redeveloper** for purposes of constructing the **Redevelopment Project**; and accordingly, except as specifically set forth in this **Agreement**, the **Township** makes no warranty or representation concerning the physical condition of the **Premises**. The **Township** has previously, or will promptly after the execution of this **Agreement**, provide the **Redeveloper** with all records, reports and other documentation in its possession concerning the **Premises,** if any. Notwithstanding this obligation, the **Township** will not be in breach of this **Agreement** if it inadvertently fails to provide the **Redeveloper** with any such records, reports or other documentation. Pending closing of title the **Township** will not make any change to the physical condition of the **Premises** except as contemplated under this **Agreement**, and the **Township** shall comply with all **Applicable Laws**.

b. Title to the **Premises** shall be good and marketable and marketable of record, subject only to such easements, restrictions, covenants and other encumbrances of record which do not materially and adversely affect the construction, use and occupancy of the **Redevelopment Project**. The **Township** represents that it will convey title to the **Premises** in the same condition title to the **Premises** was on the date it was acquired by the **Township**.

c. Title to the **Premises** shall be conveyed by Bargain and Sale Deed. The **Township** will sign an owner's affidavit of title and such other customary documents of conveyance as the **Redeveloper's** title company reasonably requests so that the title company will issue a title policy consistent with the requirements of this **Agreement**.

d. Closing of title shall occur promptly after all **Contingencies** have been satisfied. It is anticipated that the closing will occur contemporaneous with the **Tax Credit Financing** (as hereinafter defined). There should be no adjustments necessary at the time of closing for real estate taxes or other charges associated with the **Premises**. The **Redeveloper** will be obligated to pay all closing costs payable to the title company of its choosing, and the **Township** will not be responsible for such closing costs. The **Township** will prepare the Deed, Affidavit of Title and related documents required of a grantor. Each party will pay its own counsel fees associated with the closing of title and the performance of all duties under this **Agreement**.

e. Pending the closing of title, and to the extent under the **Township's** control, the **Redeveloper** and the **Redeveloper's** consultants will continue to have access to the **Premises** at reasonable times and upon reasonable notice to the **Township.** The **Redeveloper** will provide the **Township** with evidence of insurance coverages satisfactory to the **Township**. The **Redeveloper** indemnifies and holds the **Township**, all of its officials and employees harmless from any loss or claim, including attorney's fees, associated with the **Redeveloper** or its consultants' visits to and inspections of the **Premises**. In no event will the **Redeveloper** perform any invasive tests or impact the physical condition of the **Premises** without the **Township's** written consent, which shall not be unreasonably withheld, conditioned or delayed.

f. To the extent that the provisions of this **Agreement** are intended to bind **Redeveloper's** assigns and successors, its provisions shall not be merged by reason of any deed transferring title to any portion of the **Premises** from **Redeveloper** or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this **Agreement**.

g. In the event that the **Redeveloper** does not obtain funding or meet the other contingencies required to redevelop the **Premises** in accord with this **Agreement**, the land will not be transferred by the **Township** but retained by the **Township** in order to maintain its affordable housing plan and protections.

3. **Contingencies**. In order to commence and complete the **Redevelopment Project**, and to permit the **Parties** to fulfill all of their obligations under this **Agreement,** the following contingencies (collectively the **"Contingencies"**) must each be satisfied in their entirety.

a. The issuance of all final and un-appealed **Land Use Approvals** as more specifically described in Section 4 below.

b. Closing on the **Government Financing** as more specifically described in Section 5 below.

c. The execution by the **Parties** of a final and binding **Financial Agreement** as more specifically described in Section 6 below.

In the event that all of the **Contingencies** are not all satisfied on or before sixty (60) months from the execution of this Agreement, then this then, unless extended in writing by the mutual consent of the **Parties,** either **Party** shall have the right to terminate this **Agreement** by written notice to the other **Party**, in which event the **Parties** shall have no further obligation under this **Agreement**. The **Parties** will at all times make all reasonable efforts to satisfy the **Contingencies** for which each **Party** is responsible under this **Agreement**, and the **Parties** will offer each other their full and complete cooperation in connection with the satisfaction of the **Contingencies**.

4. **Land Use Approvals**.

a. The **Redeveloper**, at its sole cost and expense, shall seek any and all land use and other local, county, state or federal governmental approvals necessary to commence and complete, without interruption, the construction of the **Redevelopment Project**, which approvals include but are not necessarily limited to: local, county and **NJDEP** sanitary sewer and drinking water approvals, if necessary; local site plan approval; Gloucester County site plan approval, if necessary; Gloucester County Soils Conservation District approval; and, a Construction Activity Stormwater permit (5G3) from **NJDEP** including, but not limited, to a stormwater management maintenance plan as a condition of site plan approval (Collectively, the **"Land Use Approvals"**). The **Redeveloper** will pursue the **Land Use Approvals** with good faith and due diligence. The **Parties** will at all times offer their full and complete cooperation in connection with the **Redeveloper's** efforts to obtain the **Land Use Approvals**. The **Township** will endorse all necessary permit applications and authorizations and, whenever reasonably necessary, attend meetings with other governmental agencies. Whenever possible the **Township** will expedite hearings for local approvals.

b. The **Redeveloper** will provide the **Township** and any professionals designated by the **Township** with periodic written updates by email regarding the status of the **Land Use Approvals**.

c. In the event any litigation is filed challenging the **Land Use Approvals** the **Parties** shall offer each other their full support to defend against any such challenges unless the **Parties** determine in good faith that the legal challenges are such that the **Redevelopment Project** is no longer feasible, in which event this **Agreement** will terminate with no further liability between the **Parties**. In the event of litigation each **Party** will pay its own legal fees. In the event that the **Township** determines in good faith that the legal challenges are such that the **Redevelopment Project** is no longer feasible but the **Redeveloper** disagrees then the **Redeveloper**, at its sole cost and expense, shall have the right to defend against such legal challenge. During the pendency of any litigation the time frames established for the satisfaction of the **Contingencies** or the performance of any obligations of either **Party** will toll.

5. **Government Financing**. The **Parties** acknowledge that in order for the **Redeveloper** to complete the **Redevelopment Project** it will be necessary to obtain and close upon an award of a Capital Advance from the Department of Housing and Urban Development (**"HUD"**) Section 202 Program, an award of 4% federal income tax credits under the low income tax credit (**"LIHTC"**) program authorized by 26 U.S.C 42 et seq. and implemented in the State of New Jersey by the New Jersey Housing and Mortgage Finance Agency (**"HMFA"**), together with related tax-exempt bond financing, and an award of Affordable Housing Production Fund financing from HMFA (the **"Government Financing"**). The **Government Financing** will include the satisfaction of all conditions imposed by **HUD, HMFA** or other applicable governmental agency with jurisdiction as may be necessary to close and commence construction of the **Redevelopment Project**. The **Redeveloper** will pursue the **Government Financing** with good faith and due diligence, including making a conforming application to **HUD** in the next available round of application. The **Parties** acknowledge that obtaining the **Government Financing** is part of a competitive process and an award is not guaranteed. In the event that the **Redeveloper** is unable to obtain the HUD Section 202 funding in the next available round of applications then the **Redeveloper** will continue to pursue such funding in succeeding rounds, unless the **Redeveloper** or the **Township** reasonably determines that there is no reasonable prospect for obtaining an award under the HUD Section 202 Program, in which event the **Redeveloper** or the **Township** will notify the other **Party** in writing and this **Agreement** will terminate with no further liability between the **Parties**.

6. **Financial Agreement and Resolution of Need**.

a. A resolution of need (the **"Resolution of Need"**) is required by **HMFA** in order to file the application for the **Government Financing**. The **Township** adopted the Resolution of Need in a meeting held on November 21, 2022.

b. A Financial Agreement (the "Financial Agreement") establishing a payment in lieu of taxes for the Redevelopment Project is also required in connection with the Government Financing. The Township agrees to process the Redeveloper's request for the Financial Agreement in due course generally in the form attached as "Exhibit D". The process of reviewing and considering the approval of the Financial Agreement shall be conducted in accordance with all Applicable Laws including the public's right to participation in a public hearing of the Township's governing body.

7. **The Redeveloper's Warranties**. The **Redeveloper** hereby represents and warrants to, and covenants with, the **Township** that:

a. The **Redeveloper** is a nonprofit organization formed in the State of New Jersey and has all requisite power and authority to enter into this **Agreement**.

b. The execution, delivery and performance by the **Redeveloper** of this **Agreement** have been duly authorized by all necessary action and will not violate the certificate of incorporation, bylaws or any other agreement (now or as amended) of the **Redeveloper** or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the **Redeveloper** is a party or by which the **Redeveloper** or its material assets may be bound or affected.

c. The person executing this **Agreement** on behalf of the **Redeveloper** has been duly authorized and empowered and this **Agreement** has been duly executed and delivered by the **Redeveloper** and constitutes the valid and binding obligation of the **Redeveloper**.

d. No suit is pending against or affects the **Redeveloper** or any affiliated entity which could have a material adverse effect upon the **Redeveloper's,** or any affiliated entity's, performance under this **Agreement** or the financial condition or business of the **Redeveloper** or any affiliated entity. There are no outstanding judgments against the **Redeveloper** or any affiliated entity that would have a material adverse affect upon the assets or properties of the **Redeveloper** or any affiliated entity, or which would materially impair or limit the ability of the **Redeveloper** to enter into or carry out the transactions contemplated by this **Agreement**.

e. This **Agreement** is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the **Redeveloper** is a party or is otherwise subject.

f. Neither the **Redeveloper** nor any affiliated entity has received any notice as of the date of this **Agreement** asserting any noncompliance in any material respect by the **Redeveloper** or any affiliated entity with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or of any other state or municipality or agency. Neither the **Redeveloper** nor any affiliated entity is in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority that is in any respect material to the transactions contemplated hereby.

g. The **Redeveloper** is and will be properly equipped, organized and financed to perform all such work and undertake all such responsibilities under this **Agreement**.

h. At the **Township's** request, **Redeveloper** shall submit to the **Township** a written progress report (**"Progress Report"**) which shall include a description of activities completed, the activities to be undertaken prior to the next progress report, the status of all **Land Use Approvals**, an explanation of each activity, if any, which is showing delay, a description of any problem areas, current and anticipated delaying factors and estimated impact on performance of other activities and completion dates in the **Redevelopment Project** schedule, along with an explanation of corrective action taken or proposed. Such report shall be issued within fifteen (15) days of written request.

i. The **Redeveloper** is not engaging in any prohibited activity in Russia or Belarus, as outlined in P.L. 2022, c. 3, signed into law on March 9, 2022

8. **<u>The Township's Warranties</u>**. The **Township** hereby represents and warrants to, and covenants with the **Redeveloper** that:

a. The execution, delivery and performance by the **Township** of this **Agreement** have been duly authorized by all necessary action under **Applicable Laws**.

b. No suit is pending against or affects the **Township** which could have a material adverse effect upon this **Agreement** or implementation of the **Redevelopment Project**.

c. The **Township** has received no notice of condemnation or other proceedings in the nature of eminent domain in connection with the **Premises**.

9. **<u>Assignment and The Township's Approval of Transfer of the Premises</u>**.

a. The **Redeveloper** recognizes the importance of the **Project** to the general welfare of the community and the **Township**, and understands that the identity of the **Redeveloper**, its members, and its qualifications are critical to the **Township** in entering into this **Agreement**. Notwithstanding anything to the contrary contained in this **Agreement** or any other agreement attendant to the development of the **Redevelopment Project**, except as otherwise specifically set forth herein, the **Redeveloper** shall have no right to sell, lease, or transfer (which shall include, without limitation, any direct or indirect transfer of 50% or more of the membership interest in the **Redeveloper**), and the **Redeveloper** shall not sell, lease or otherwise transfer, all or any portion of the **Premises** and/or the **Redevelopment Project** except as set forth in the **Financial Agreement** in the form attached as **Exhibit D** or in such other form as is actually signed by the **Parties**. The provisions of this Section 10 shall not apply to: (i) the lease of apartments within the **Redevelopment Project** to third parties; (ii) dedication to the **Township** or other governmental agency in accordance with **Applicable Laws** of roadways and other public areas; (iii) conveyance of utility and other necessary easements, (iv) a mortgage or other lien or encumbrance for the primary purpose of financing costs associated with development, construction and marketing of the **Redevelopment Project;** (v) a transfer resulting from a foreclosure, deed in lieu of foreclosure, or other similar proceeding; and (vi) transfer to a limited liability company in which the **Redeveloper** possesses a controlling interest the managing member. Except as set forth below, any conveyance of the **Premises** or any ownership interest in the **Redeveloper** pursuant to this Section 10 shall provide that the assignee or transferee shall construct the **Redevelopment Project** in accordance with the **Redevelopment Law**, the **Redevelopment Plan** and this **Agreement**.

b. The **Parties** acknowledge that in order to complete the **Government Financing**, and as a condition thereof, at the time of closing on the **Government Financing,** the **Redeveloper** will create a special-purpose limited liability company to own the **Redevelopment Project.** Redeveloper shall have a controlling interest in the managing member of the limited liability company and a tax credit investor shall be admitted as the investor member. The operating agreement, and the inclusion of the tax credit investor/syndicator in accordance with the terms set forth herein, will be permitted with no further approval from the **Township**. In the event that the **Redeveloper** subsequently wishes to replace the tax credit investor/syndicator then so long as the financial condition and experience of the new tax credit investor/ syndicator are substantially the same as the original tax credit investor/syndicator, as determined in the **Township's** reasonable judgment then such replacement shall be permitted with no further approval from the **Township**. The Township reserves the right to request such documentation and information as is necessary in its reasonable discretion to make the determination concerning the replacement investor/syndicator's financial condition.

10. **Redevelopment Plan Amendments**. The **Parties** acknowledge that it may be necessary to modify the **Redevelopment Plan** in accordance with the **Redevelopment Law** from time to time in order to accomplish the development and construction of the **Redevelopment Project** in accordance with the intent of the **Parties**. In such event the **Parties** will offer each other their full and reasonable cooperation. All such amendments to the **Redevelopment Plan** will be in accordance with the **Redevelopment Laws**.

11. **Default and Remedies**.

a. In the event of a default of this **Agreement**, after written notice and expiration of applicable grace periods, the aggrieved **Party** will have all rights and remedies available at law or in equity, including the right of specific performance. In the event of any default under this **Agreement** by one party, the other **Party** shall provide written notice of such default and the defaulting party shall have thirty (30) days to effect a cure (provided, that if such breach could not reasonably be expected to be cured within such 30-day period but could reasonably be expected to be cured within ninety (90) days, such longer period of time, but not to exceed ninety (90) days, as is reasonably required to cure such default, provided further, however, that the defaulting Party shall promptly commence action within such 30-day period to cure such default and diligently pursue such curative action until such breach is cured).

b. If the breach or default is with respect to construction of the **Redevelopment Project**, nothing contained in this Section or any other provision of this **Agreement** shall be deemed to permit or authorize a mortgage lender, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the **Redevelopment Project** (beyond the extent necessary to conserve or protect the lender's security, including improvements or construction already begun) without first having expressly assumed the obligation to the **Township**, by written agreement reasonably satisfactory to **Township**, to complete in a manner provided in this **Agreement** the **Redevelopment Project** or the part thereof to which the lien, interest or title of such lender relates. Any such lender who shall properly complete the **Redevelopment Project** shall be entitled, upon written request made to the **Township**, to receive the **Certificate of Completion** as provided for in Section 1(h).

c. The **Parties** shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this **Agreement**. Any delay in instituting or prosecuting any such action, proceeding or otherwise asserting rights under this **Agreement** shall not operate as a waiver of such rights or to deprive a party of or limit its rights in any way, except as specifically set forth in writing. The rights and remedies of the **Parties** to this **Agreement**, whether provided by law or by this **Agreement**, shall be cumulative, and the exercise by either **Party** of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default, or of any of its remedies for any other default by the other **Party**. No waiver made by either such **Party** with respect to the performance, or manner or time thereof, or any obligation of the other **Party** shall limit the **Party's** rights and remedies otherwise provided by law or by this **Agreement**.

d. Nothing set forth in this **Agreement** shall be construed to constitute waiver of any right by the **Township** to exercise police powers to the extent necessary to protect the health, safety, or welfare of **Township** citizens.

e. The Parties agree to reasonably mitigate damages due to a default.

f. Except where liability otherwise attaches as a result of gross negligence or intentional or willful misconduct, no official, officer, professional, employee, agent or representative of the **Township** shall be personally liable to **Redeveloper**, **Redeveloper's** assignee or successor in interest, in the event of any default, breach or violation by the **Township**, or for any amount which may become due to **Redeveloper**, its assignee, or successor, or with regard to any obligation under the terms of this **Agreement**.

12. **Indemnification and Insurance.**

a. Except with respect to the **Township's** gross negligence, intentional or willful misconduct or default under this **Agreement**, from and after the conveyance of the **Premises** to **Redeveloper** or its designated limited liability company, **Redeveloper** covenants and agrees to pay, indemnify, protect, defend and hold the **Township** and its officials and representatives harmless regarding the **Redevelopment Project** and the **Premises** from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees, disbursements and court costs) of every kind, character and nature, arising out of, resulting from or in any way connected with the condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing and leasing or sale of the **Premises** or the **Redevelopment Project**, including but not limited to, death, accident, injury, loss and damage whatsoever caused to any entity, or the property of any entity.

b. The provisions of this Article shall survive the termination of this **Agreement** in the event of default or violation of this **Agreement** by **Redeveloper** or its successors or assigns, and shall run with the land.

c. The **Redeveloper** shall furnish or shall cause to be furnished to the **Township** complete copies of original insurance policies, as required by the **Township**, insuring the **Redeveloper** against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the **Redevelopment Project** or related to the construction thereon, including claims made by subcontractor personnel, in standard, commercially acceptable amounts. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term.

d. Builder's risk insurance for the benefit of **Redeveloper** (subject to the interests of any holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, wind, hurricanes and tornados, the standard extended coverage perils, vandalism, and malicious mischief.

e. All insurance policies required hereunder shall be kept in force until the **Certificate of Completion** is issued. All insurance policies required by this Section shall contain language to the effect that (i) the policies are primary, (ii) the policies cannot be cancelled or materially changed except after thirty (30) days written notice by the insurer to the **Township**, and (iii) the **Township** shall not be liable for any premiums or assessments, (iv) all such insurance shall have deductibility limits, as reasonably requested by and satisfactory to the **Township**.

13. **Notices to Parties**.

a. All notices, demands, requests or communication required or permitted to be given pursuant to this **Agreement** shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and certified with return receipt requested, or upon delivery by a nationally recognized overnight delivery service; provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the next business day after such posting. Any such notice, demand, request or communication shall be addressed and directed to the party to receive same at the address specified in the beginning of this **Agreement**.

b. A copy of all notices to the **Redeveloper** shall also be sent to:

Executive Director
The Diocesan Housing Services Corporation of the Diocese of Camden

1845 Haddon Avenue
Camden, NJ 08103

and

James J. Godino, Esq.
McKernan, McKernan and Godino
113 N. 6th Street
Camden, NJ 08102

c. A copy of all notices to the **Township** shall also be sent to:

Township of Deptford
1011 Cooper Street
Deptford, NJ 08096
Attention: Municipal Clerk

and

Township of Deptford
1011 Cooper Street
Deptford, NJ 08096
Attention: Township Attorney

Either **Party** may designate a different person or place to or at which notices or copies of notices shall be given by delivering a written notice to that effect to the other **Party**, which notice shall be effective after the same is actually received by the other **Party**.

14. **Miscellaneous.**

a. **"Certificate of Completion"**, referenced in Section 1(g) of this Agreement, means written acknowledgement by the **Township** in recordable form that the **Redeveloper** has completed construction of the **Project** in accordance with the requirements of this **Agreement** and **Applicable Laws,** (including the **Fair Housing Laws**) and the **Redevelopment Plan** and is released from all obligations and liabilities hereunder After receipt of the Certificate of Occupancy for the **Project**, the **Redeveloper** shall apply to the **Township** for the **Certificate of Completion** (the "**Completion Notice**"). Upon receipt of a **Completion Notice** from **Redeveloper**, the **Township** shall have thirty (30) days to determine whether completion of the **Project** or **Phase** of the **Project** has in fact occurred. The **Redeveloper** shall cooperate fully with the **Township** and any inspector or other person assisting the **Township** in making this determination. The **Township** shall provide **Redeveloper** with the **Certificate of Completion** or a written statement setting forth in detail the reasons why it believes that **Redeveloper** has failed to complete the **Project** in accordance with the provisions of this **Agreement** or is otherwise in default hereunder and what reasonable measures or acts will be necessary in the reasonable opinion of the **Township** in order for **Redeveloper** to be entitled to the **Certificate of Completion**. Following the determination of the completion of the **Project**, the **Township** agrees to issue a **Certificate of Completion** in a form substantially reasonably requested by

Redeveloper. The **Certificate of Completion** shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the **Project** in this **Agreement** and the **Redevelopment Plan**. Any deadline to complete construction as described in Section 1(b) shall be tolled during the period of the **Township's** consideration of the **Completion Notice**.

b. If either **Party** shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, shortages of labor or materials after due diligence in obtaining same, governmental restrictions, riots, insurrection, war, fire or other casualty, acts of God, terrorist acts, extreme or unexpected weather, floods or other natural disaster, or by reason of any cause beyond the exclusive and reasonable control of the **Party** delayed in performing work or doing acts required under the terms of this **Agreement** (any such delay or event is referred to as an event of "**Force Majeure**"), then the performance of any such act shall be extended for a period equivalent to the period of such delay.

c. If any of the provisions of this **Agreement**, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this **Agreement**, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this **Agreement** shall be valid and enforceable to the fullest extent permitted by law.

d. This **Agreement** has been made and entered into under the laws of the State of New Jersey and those laws shall control the interpretation of this **Agreement**.

e. This **Agreement** may not be amended, supplemented, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the **Parties** hereto.

f. This **Agreement** shall be binding upon the respective **Parties** hereto and their successors and permitted assigns.

g. The rights, title and interests of all third persons in and to the **Premises** shall be subject to this **Agreement**, the **Redevelopment Law** and the **Redevelopment Plan**.

h. Within fifteen (15) days following written request therefor by the **Redeveloper**, or the **Redeveloper's** mortgage lender, the **Township** shall issue a signed estoppel certificate either stating that this **Agreement** is in full force and effect and that there is no default under this **Agreement** (nor any event which, with the passage of time and the giving of notice would result in a default under this **Agreement**), or, if a default exits, stating the nature of the default or event. In the event the estoppel certificate discloses such a default or event, it shall also state the manner in which such default and/or event may be cured.

i. The captions of the paragraphs in this **Agreement** are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

j. This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A facsimile transmission of an original signature shall be deemed to be an original signature.

k. Each of the **Parties** hereto agrees to execute and deliver, or cause to be executed and delivered, any and all further agreements, documents or instruments necessary to effectuate this **Agreement** and the transactions referred to herein or contemplated hereby or reasonably requested by the other **Party** to perfect or evidence its rights hereunder. Nothing contained in this **Agreement** may commit the **Township** to taking or refraining from taking any formal action as required by law governing municipal corporations.

l. The **Redeveloper** and the **Township** represent and warrant to each other that no real estate broker or other party with a right or claim to a real estate commission, finder's fee or other compensation in the nature of a real estate commission was involved negotiating this transaction. The **Parties** indemnify and hold each other harmless from any third party claiming a right to such a commission or compensation under or through that **Party**.

m. The **Parties** acknowledge that each has had counsel review and revise this **Agreement**. The **Parties** agree that the Agreement has been jointly prepared and there shall be no negative inference drawn against either **Party** in the interpretation of the **Agreement**.

n. All exhibits to this **Agreement** are incorporated into the terms of this **Agreement.** The following constitute the Exhibits to this **Agreement**:

Exhibit A	Redevelopment Plan
Exhibit B	The Premises
Exhibit C	Concept Plan
Exhibit D	Form of Financial Agreement

SIGNATURES ON NEXT PAGE

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

TOWNSHIP:

TOWNSHIP OF DEPTFORD

By:____________________________________

Paul Medany
Mayor

REDEVELOPER:

THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INCORPORATED

By:____________________________________

James M. Reynolds
Executive Director