

The Chairman Mr. Lutz called the meeting of the Pennsauken Sewerage Authority to order at 4:15 p.m. on the above date with a salute to the flag. The meeting was held at the Pennsauken Sewerage Authority office, 1250 John Tipton Blvd., Pennsauken, NJ.

Mr. Lutz stated meeting Notice has been given to the Courier Post and the Burlington County Times Newspapers and posted at the Pennsauken Municipal Building and the Pennsauken Sewerage Authority in accordance with the Sunshine Law.

Mr. Lutz asked for a roll call. The following Commissioners were present:

- Mr. Oren Lutz
- Mr. Gregory Schofield
- Mr. Timothy Ellis
- Mr. James Pennestri

Also present were:

- Mr. Bill Orth, Executive Director
- Mr. Marco DiBattista, Treasurer
- Mr. David Luthman, Solicitor
- Mr. Thomas M. Tillinghast, Superintendent

Absent was:

- Mr. Dennis Archible

The Chairman opened the meeting to the public. As there was no one from the public present, a motion was made by Mr. Pennestri, seconded by Mr. Schofield and carried to close the public portion. All Commissioners present signified their approval by saying aye.

The minutes of the meeting April 16, 2019 were presented for approval.

A motion was made by Mr. Schofield, seconded by Mr. Ellis to approve the minutes as presented. All Commissioners present signified their approval saying aye. The minutes stand approved.

The Chairman stated the amount of bills to be paid tonight is\$358,985.09

Mr. Ellis moved to pay the bills as presented, seconded by Mr. Pennestri. On roll call all Commissioners present voted yes. The motion carried.

See Bill List Attached

May 21, 2019

PENNSAUKEN SEWERAGE AUTHORITY

MEETING FIGURE:

\$358,985.09

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Include Non-Budgeted: Y
 Open: N
 Rcvd: Y
 Bid: Y
 Paid: N
 Held: N
 State: Y
 Void: N
 Aprv: N
 Other: Y
 Exempt: Y
 First Enc Date Range: First to 12/31/19
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00001	01/02/19	UNUM	UNUM LIFE INSUR CO OF AMERICA	Open	1,343.39	0.00	B
19-00003	01/03/19	BELSITOR	RICHARD J BELSITO	Open	92.20	0.00	B
19-00004	01/03/19	CUMMINGS	JAMES J. CUMMINGS, JR.	Open	46.10	0.00	B
19-00005	01/03/19	DOYLE	James J. Doyle	Open	46.10	0.00	B
19-00006	01/03/19	PDOYLE	PATRICK J. DOYLE	Open	46.10	0.00	B
19-00007	01/03/19	RINGRAM	RICHARD INGRAM	Open	46.10	0.00	B
19-00008	01/03/19	INGRAM	WILLIAM INGRAM	Open	46.10	0.00	B
19-00009	01/03/19	JKRAMER	JOSEPH KRAMER	Open	46.10	0.00	B
19-00010	01/03/19	LOUGHERY	BERNADETTE A LOUGHERY	Open	46.10	0.00	B
19-00011	01/03/19	MACANANY	PATRICIA MACANANY	Open	308.05	0.00	B
19-00012	01/03/19	LUTHMAN	DAVID A. LUTHMAN	Open	1,516.67	0.00	B
19-00013	01/03/19	ORTH	WILLIAM ORTH	Open	159.34	0.00	B
19-00014	01/03/19	R ORTH	ORTH, REGINA	Open	46.10	0.00	B
19-00016	01/03/19	DELTA	DELTA DENTAL OF NJ, INC.	Open	4,256.88	0.00	B
19-00018	01/03/19	PITNEYME	PITNEY BOWES GLOBAL FINANC SVC	Open	747.00	0.00	B
19-00019	01/03/19	SUBURBAN	SUBURBAN WINDOW CLEANING, LLC	Open	80.00	0.00	B
19-00020	01/03/19	ABCON	AB-CON EXTERMINATING INC.	Open	30.00	0.00	B
19-00021	01/03/19	WBMASON	W.B. MASON CO., INC.	Open	19.99	0.00	B
19-00022	01/03/19	NJUAJIF	NJ UTILITY AUTHORITIES JIF	Open	79,634.00	0.00	
19-00023	01/03/19	WATERENV	WATER ENVIRONMENT FEDERATION	Open	321.00	0.00	
19-00029	01/07/19	CANON	CANON SOLUTIONS AMERICA, INC.	Open	346.10	0.00	
19-00030	01/07/19	VALLETT	RICHARD B. VALLETT, JR.	Open	25.00	0.00	
19-00031	01/07/19	COMCAST	COMCAST	Open	332.57	0.00	
19-00034	01/07/19	CINTAS	CINTAS FIRST AID & SAFETY	Open	201.98	0.00	
19-00038	01/08/19	SYSTEM4	SYSTEM 4	Open	312.00	0.00	
19-00047	01/14/19	VERIZOFF	VERIZON	Open	1,223.06	0.00	
19-00048	01/14/19	WBMASON	W.B. MASON CO., INC.	Open	1,263.07	0.00	
19-00050	01/15/19	REPUBLIC	REPUBLIC SERVICES OF NJ, LLC	Open	202.75	0.00	
19-00053	01/17/19	STEWART	STEWART BUSINESS SYSTEMS	Open	137.50	0.00	
19-00061	01/23/19	SCHWER	SCHWERING HARDWARE, INC.	Open	210.20	0.00	
19-00067	02/04/19	OCC	ONE CALL CONCEPTS, INC.	Open	318.24	0.00	
19-00069	02/05/19	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	Open	1,810.00	0.00	
19-00078	02/11/19	NJAWSTA	NEW JERSEY AMERICAN WATER	Open	75.80	0.00	
19-00082	02/12/19	NATBATRY	NATIONAL BATTERY COMPANY	Open	84.50	0.00	
19-00084	02/14/19	TM	T & M ASSOCIATES	Open	322.02	0.00	
19-00088	02/15/19	MPWC	MPWC	Open	1,260.00	0.00	
19-00091	02/19/19	VERIZON	VERIZON WIRELESS	Open	518.92	0.00	
19-00114	03/18/19	NJAMERWA	NEW JERSEY AMERICAN WTR CO INC	Open	141.45	0.00	
19-00126	03/28/19	TAIT	B. TAIT BUILDERS, LLC	Open	2,866.00	0.00	
19-00128	04/02/19	ADVANCE	ADVANCE AUTO PARTS	Open	150.56	0.00	
19-00135	04/10/19	USABLUE	USA BLUEBOOK	Open	172.29	0.00	
19-00136	04/10/19	ATLPLUMB	ATLANTIC PLUMBING SUPPLY CORP	Open	4,920.00	0.00	
19-00138	04/15/19	BOMARK	BOMARK INSTRUMENTS INC.	Open	288.00	0.00	
19-00141	04/15/19	TM	T & M ASSOCIATES	Open	630.00	0.00	
19-00142	04/15/19	GRAINGER	GRAINGER	Open	2,025.73	0.00	
19-00143	04/17/19	TWPENN	TOWNSHIP OF PENNSAUKEN	Open	5,453.99	0.00	
19-00145	04/18/19	MCALLIST	PRINCETON FUEL OIL	Open	550.00	0.00	
19-00146	04/22/19	SAR	SAR AUTOMOTIVE EQUIPMENT	Open	9,510.00	0.00	
19-00147	04/22/19	HAINESPO	HAINESPORT ENTERPRISES INC	Open	225.00	0.00	

May 21, 2019
10:14 AM

PENNSAUKEN SEWERAGE AUTHORITY
Purchase Order Listing By P.O. Number

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
19-00148	04/24/19	MOWER THE MOWER SHOP LLC	WHEEL	Open	661.89	0.00		
19-00149	04/29/19	REDWING RED WING SHOES	BOOTS FOR OPERATIONS PERSONNEL	Open	1,972.14	0.00		
19-00150	04/29/19	JETVAC JET VAC EQUIPMENT, LLC	PARTS FOR HOSE REEL TRUCK#716	Open	426.53	0.00		
19-00151	04/29/19	GROVE GROVE SUPPLY, INC.	ADAPTER AND BUSHING	Open	16.14	0.00		
19-00152	05/01/19	GALETON GALETON, INC.	RUBBER GLOVES & WORK GLOVES	Open	378.70	0.00		
19-00153	05/01/19	UPS UNITED PARCEL SERVICE	RETURN LOANER EQUIP FOR CCTV	Open	108.52	0.00		
19-00154	05/02/19	BARTUK BARTUK HOSE & HYDRAULICS	REPAIR HOSE ON VACTOR/TRK 708	Open	210.19	0.00		
19-00155	05/02/19	SOUTHJ SOUTH JERSEY WELDING SPLY CO.	ANNUAL INSPECTIONS FOR	Open	420.31	0.00		
19-00156	05/14/19	HAINES Haines Farm & Garden Supply	FERTILIZER	Open	46.00	0.00		
19-00157	05/14/19	WEST WEST	2019 NJ STATUTES UPDATES	Open	171.00	0.00		
19-00158	05/15/19	REMING REMINGTON VERNICK ENGR INC	REVIEW PLANS/WAWA RTE 130	Open	1,114.75	0.00		
19-00159	05/15/19	REMING REMINGTON VERNICK ENGR INC	LIDESTRI FOODS LATERAL REVIEW	Open	579.00	0.00		
19-00160	05/16/19	DIGITAL DIGITAL VOICE & DATA CO., INC.	TROUBLESHOOT STATIC	Open	110.00	0.00		
19-00161	05/16/19	PETTY PETTY CASH	REPLENISHMENT OF FUNDS	Open	189.60	0.00		
19-00162	05/17/19	NEWWA NEW ENGLAND WATER WORKS ASSOC	RECERT FOR BACKFLOW PREVENTION	Open	870.00	0.00		
19-00163	05/20/19	GKEICH GARY KEICH	PMT IN LIEU OF BOOT PURCHASE	Open	100.00	0.00		
19-00164	05/20/19	DIBATT MARCO DIBATTISTA	REFUND FOR CONFERENCE STAY	Open	103.17	0.00		
19-00165	05/20/19	BEYER BEYER-BARBER COMPANY	PREPARATION OF 1/1/17 GASB-75	Open	4,000.00	0.00		
Total Purchase Orders:		67	Total P.O. Line Items:	0	Total List Amount:	135,931.99	Total Void Amount:	0.00

Range of Checking Accts: OPER MAN WIRE to OPER MAN WIRE Range of Check Dates: 04/17/19 to 05/21/19
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
OPER MAN WIRE	OPERATING	MANUAL WIRES/TRANS			
1003	04/23/19	PAYROLL PAYROLL ACCOUNT		04/30/19	2255
P9-00099	PAYROLL WE 4/21/19		35,395.24		
1004	04/30/19	PAYROLL PAYROLL ACCOUNT		04/30/19	2257
P9-00104	PAYROLL WE 4/28/19		73,874.48		
1005	05/07/19	PAYROLL PAYROLL ACCOUNT			2259
P9-00116	PAYROLL WE 5/5/19		35,303.43		
1006	05/14/19	PAYROLL PAYROLL ACCOUNT			2261
P9-00121	Payroll we 5/12/19		38,827.82		
1007	05/21/19	PAYROLL PAYROLL ACCOUNT			2263
P9-00126	PAYROLL WE 5/19/19		39,652.13		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	223,053.10	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	223,053.10	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	223,053.10	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	223,053.10	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
OPERATING FUND	9-01	223,053.10	0.00	0.00	223,053.10
Total of All Funds:		<u>223,053.10</u>	<u>0.00</u>	<u>0.00</u>	<u>223,053.10</u>

Utility Bill Adjustment Nos. 3181 and 3194 and Balance Adjustment #'s 16967, 17105, 17168, 17181 and 17205 were presented.

Mr. Schofield moved for the approval of adjustments while Mr. Ellis seconded the motion. On roll call all Commissioners present voted yes for approval.

See Journals Attached

The Chairman moved to Old Business.

No Old Business

The Chairman moved to New Business.

A. Resolution No. 19-27 Authorizing a Reduction in the Amount of the Connection Fee for a Redevelopment Project Known as Stonegate Phase II

A motion was made by Mr. Pinnestri to approve the Resolution. Mr. Schofield seconded it. On roll call all Commissioners present voted yes for approval.

See Resolution No. 19-27

B. Resolution 19-28 – Authorizing the Executive Director to Endorse Treatment Works Applications

A motion was made by Mr. Schofield to approve the Resolution. Mr. Ellis seconded it. On roll call all Commissioners present voted yes for approval.

See Resolution No. 19-28

C. Resolution 19-29 – Authorizing the Issuance of a Connection Permit for the Project Known as Wawa

A motion was made by Mr. Schofield to approve the Resolution. Mr. Ellis seconded it. On roll call all Commissioners present voted yes for approval.

See Resolution No. 19-29

The Chairman asked the Treasurer, Marco DiBattista, for his report.

See Treasurer's Report

The Chairman asked the Superintendent, Thomas Tillinghast, for his report.

See Superintendent's Report

April 22, 2019
12:14 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Bill Adjustment Batch Update Report

Page No: 1

Batch: CINDY	Updated Billings:	6 Flat:	77.25-	Exc:	0.00	Ref Num:	3181
	Updated Deductions:	0 Flat:	0.00	Exc:	0.00		
	Total Entries:	6 Flat:	77.25-	Exc:	0.00	Total Updated:	77.25-

April 22, 2019
12:13 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Bill Adjustment Entry Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id	Service Name	Code	Type	Yr	Prd	Flat	Excess	Total	Descript	Prorate	Flag	Date	Seq
30964000-0	Sewer TIPPIN, ROBERT	S10	B	19	2	51.50-	0.00	51.50-	CHG TO S11, SR RATE	N		04/22/19	1
30964000-0	Sewer TIPPIN, ROBERT	S11	B	19	2	25.75	0.00	25.75	CHG TO S11, SR RATE	N		04/22/19	2
30964000-0	Sewer TIPPIN, ROBERT	S10	B	19	3	51.50-	0.00	51.50-	CHG TO S11, SR RATE	N		04/22/19	3
30964000-0	Sewer TIPPIN, ROBERT	S11	B	19	3	25.75	0.00	25.75	CHG TO S11, SR RATE	N		04/22/19	4
30964000-0	Sewer TIPPIN, ROBERT	S10	B	19	4	51.50-	0.00	51.50-	CHG TO S11, SR RATE	N		04/22/19	5
30964000-0	Sewer TIPPIN, ROBERT	S11	B	19	4	25.75	0.00	25.75	CHG TO S11, SR RATE	N		04/22/19	6

April 17, 2019
02:50 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 4 Updated Principal: 0.00 Updated Penalty: 6.58- Ref Num: 16967

April 17, 2019
02:49 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id Name	Service	Adj Code	Bill Code Transaction Type	Yr Prd	Principal	Penalty	Total	Descript	Date	Seq
51149000-0 BNT PROPERTIES, LLC	Sewer	103	18 1 Balance Adjustment		0.00	1.60-	1.60-	REMOVE PENALTIES	04/17/19	1
51149000-0 BNT PROPERTIES, LLC	Sewer	103	18 2 Balance Adjustment		0.00	1.69-	1.69-	REMOVE PENALTIES	04/17/19	2
51149000-0 BNT PROPERTIES, LLC	Sewer	103	18 3 Balance Adjustment		0.00	1.75-	1.75-	REMOVE PENALTIES	04/17/19	3
51149000-0 BNT PROPERTIES, LLC	Sewer	103	18 4 Balance Adjustment		0.00	1.54-	1.54-	REMOVE PENALTIES	04/17/19	4

May 3, 2019
08:15 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 1 Updated Principal: 0.00 Updated Penalty: 0.77- Ref Num: 17105

May 3, 2019
08:14 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id	Service	Adj Code	Bill Code	Yr Prd	Principal	Penalty	Total	Descript	Date	Seq
90134000-0	Sewer	103		18 4	0.00	0.77-	0.77-	REMOVE PENALTY	05/03/19	1
VALES RENTAL LLC				Balance Adjustment						

May 13, 2019
02:23 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 3 Updated Principal: 463.50- Updated Penalty: 0.00 Ref Num: 17168

May 13, 2019
02:22 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id Name	Service	Adj Code	Bill Code Transaction	Yr Prd Type	Principal	Penalty	Total	Descript	Date	Seq
51127000-0 US BANK TRUST NA - TRUSTEE	Sewer	105	19	2 Balance Adjustment	154.50-	0.00	154.50-	DISC PERMIT ISSUED	05/13/19	1
51127000-0 US BANK TRUST NA - TRUSTEE	Sewer	105	19	3 Balance Adjustment	154.50-	0.00	154.50-	DISC PERMIT ISSUED	05/13/19	2
51127000-0 US BANK TRUST NA - TRUSTEE	Sewer	105	19	4 Balance Adjustment	154.50-	0.00	154.50-	DISC PERMIT ISSUED	05/13/19	3

May 16, 2019
08:45 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 3 Updated Principal: 309.00- Updated Penalty: 0.00 Ref Num: 17181

May 16, 2019
08:44 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id	Service	Adj Code	Bill Code	Yr Prd	Principal	Penalty	Total	Descript	Date	Seq
Name		Transaction Type								
20325000-0	Sewer	105		19 2	103.00-	0.00	103.00-	CHG TO COMMERCIAL	05/16/19	1
PROPNET WEST LLC		Balance Adjustment								
20325000-0	Sewer	105		19 3	103.00-	0.00	103.00-	CHG TO COMMERCIAL	05/16/19	2
PROPNET WEST LLC		Balance Adjustment								
20325000-0	Sewer	105		19 4	103.00-	0.00	103.00-	CHG TO COMMERCIAL	05/16/19	3
PROPNET WEST LLC		Balance Adjustment								

May 21, 2019
01:04 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 1 Updated Principal: 0.00 Updated Penalty: 0.77- Ref Num: 17205

May 21, 2019
01:03 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id Name	Service	Adj Code	Bill Code	Yr Prd Transaction Type	Principal	Penalty	Total	Descript	Date	Seq
41599037-0 KHELIFI, SOFIANE	Sewer	103		19 1 Balance Adjustment	0.00	0.77-	0.77-	REMOVE PENALTY	05/21/19	1

**A RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY (“PSA”)
AUTHORIZING A REDUCTION IN THE AMOUNT OF THE CONNECTION FEE FOR
A REDEVELOPMENT PROJECT KNOWN AS STONEGATE AT ST. STEPHEN’S
PHASE II**

WHEREAS, SG Phase II Associates LLC is an entity that is the redeveloper of property at 6306 Browning Road, Pennsauken (Tax Block 6001, Lot 73.02) and is redeveloping this project in furtherance of it’s activities to provide affordable housing on the premises; and

WHEREAS, PSA’s consulting engineer has calculated the appropriate connection fee for this redevelopment to be Eighty Five Thousand Two Hundred and Sixty One Dollars (\$85,261.00); and

WHEREAS, *NJSA 40:14A-8.3* provides that a Sewerage Authority shall provide projects for the construction of affordable housing, a 50% discount in the amount of any connection fee otherwise properly chargeable by that Authority;

NOW THEREFORE BE IT RESOLVED that the PSA approves a Fifty percent (50%) reduction in the connection fee for the project specified above so that the total amount due shall be Forty Two Thousand Six Hundred and Thirty Dollars and Fifty Cents (\$42,630.50).


Bill Orth, Secretary

ROLLCALL:

Mr. Oren Lutz – Yes
Mr. Gregory Schofield – Yes
Mr. Dennis Archible – Absent
Mr. Timothy Ellis – Yes
Mr. James Pennestri – Yes

ADOPTED: May 21, 2019

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ENDORSE
TREATMENT WORKS APPLICATIONS**

WHEREAS, the Pennsauken Sewerage Authority (“PSA”) having met in Regular Session on May 21, 2019; and

WHEREAS, the Pennsauken Sewerage Authority receives requests for endorsement of Treatment Works Applications to the New Jersey Department of Environmental Protection for projects within its jurisdiction; and

WHEREAS, such requests are reviewed by PSA’s consulting engineer prior to any action on such requests; and

WHEREAS, PSA having determined that it is more efficient to provide its Executive Director with the authority to endorse such requests after receiving approval of the consulting engineer.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby authorizes the Executive Director to execute, endorse and submit Treatment Works Permit Applications as appropriate and to inform the Board of such endorsement(s) at the next regular meeting of the Authority.


Bill Orth, Secretary

ROLL CALL:

Mr. Oren Lutz – Yes
Mr. Gregory Schofield – Yes
Mr. Dennis Archibald – Absent
Mr. Timothy Ellis – Yes
Mr. James Pennestri – Yes

ADOPTED: May 21, 2019

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY
AUTHORIZING THE ISSUANCE OF A CONNECTION PERMIT
FOR THE PROJECT KNOWN AS WAWA**

WHEREAS, the Pennsauken Sewerage Authority having met in regular session on May 21, 2019; and

WHEREAS, the connection application for the project known as Wawa has been reviewed by Remington & Vernick Engineers and found to be complete and correct.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes the issuance of a connection permit to Pennsauken Partners LLC contingent upon payment of any and all permit fees as calculated by Remington & Vernick Engineers in the amount of \$12,778.22.


Bill Orth, Secretary

ROLLCALL:

Mr. Oren Lutz – Yes
Mr. Gregory Schofield – Yes
Mr. Dennis Archible – Absent
Mr. Timothy Ellis – Yes
Mr. James Pennestri – Yes

ADOPTED: May 21, 2019

PENNSAUKEN SEWERAGE AUTHORITY
REVENUES-JANUARY 1, 2019 - DECEMBER 31, 2019
FOR MONTH OF APRIL

<u>ACCT TITLE</u>	<u>BUDGET</u>	<u>MTD COLL.</u>	<u>YTD COLL.</u>	<u>MTD BILLINGS</u>	<u>YTD BILLINGS</u>
4001 RESIDENTIAL	2,700,000.00	\$ 490,437.28	\$ 1,371,809.39	\$ 882,629.75	\$ 2,621,898.07
4004 COMMERCIAL	1,265,000.00	\$ 159,698.21	\$ 609,254.35	\$ 320,155.03	\$ 729,496.73
4005 PENALTY	40,000.00	\$ 2,830.96	\$ 15,462.70	\$ 3,083.36	\$ 14,114.81
4002 MERCH	205,000.00		\$ -		\$ -
4003 C/H	32,000.00		\$ 4,032.36		\$ 4,032.36
4012 OTHER INCOME	3,000.00		\$ 3,120.50		\$ 3,120.50
4013 INVEST INT	3,000.00	\$ 711.65	\$ 2,314.62		\$ 2,314.62
4014 TRUSTEE INT	15,000.00	\$ 353.92	\$ 1,408.34		\$ 1,408.34
4016 PERMITS (RES)	5,000.00	\$ 400.00	\$ 2,805.00		\$ 2,805.00
4019 PERMITS (COMM)	80,000.00	\$ 35,318.00	\$ 97,321.13		\$ 97,321.13
4021-PERMITS (MERCH)	1,000.00		\$ -		\$ -
4020-JIF INS PREMIUM	12,000.00		\$ -		\$ -
4017-18- FILING-INSP.	\$500.00	\$15.00	\$ 15.00		\$ 30.00
4050 INT./NOTES PAY.	-		\$ -		\$ -
Anticipated Balance	-				
TOTALS	4,361,500.00	689,765.02	2,107,543.39	1,205,868.14	3,476,541.56
		BUDGET	MTD	YTD	REMARKS
ASSETS/CAPITAL		\$ 230,000.00	\$ 9,870.00	\$ 17,253.00	

<u>CASH BALANCES</u>	<u>AMOUNT</u>
GENERAL CHECKING	\$1,805,028.73
PAYROLL	\$2,276.18
REVENUE	\$ 46,711.96
DEBT. SERVICE	\$ -
DEBT. SERV. RESERVE	\$ 56,218.83
R & R	\$ 262,545.75
GENERAL	\$ 258,572.28

Investments under Trustee Accounts:

53,339.52 CD with 1st Colonial Bank @ 2.0% - MATURES 01/23/21
183,789.69 CD with 1st Colonial Bank @ 1.50% - MATURES 12/24/19
78,371.93 CD with 1st Colonial Bank @ 2.0% - Matures 4/29/21
101,997.25 CD with 1st Colonial Bank @ 1.5% - Matures 4/29/2019
206,550.44 Money Market

Principal lend-a-hand balances as of April 30, 2019:

\$ 4,649.57

D. Brittin

\$4,649.57

Revenue Account Range: 01-00-410-000 to 01-00-430-001 Include Non-Anticipated: Yes Year To Date As Of: 04/30/19
 Expend Account Range: 01-01-510-500 to 01-03-600-002 Include Non-Budget: Yes Current Period: 04/01/19 to 04/30/19
 Print Zero YTD Activity: No OPERATING REVENUES Revenue Total

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-00-410-001	Residential	874,259.38	2,700,000.00	882,629.75	2,621,898.07	0.00	78,101.93-	97
01-00-410-002	Merchantville	0.00	205,000.00	0.00	0.00	0.00	205,000.00-	0
01-00-410-003	Cherry Hill	0.00	32,000.00	0.00	4,032.36	0.00	27,967.64-	13
01-00-410-004	Commercial	278,719.95	1,265,000.00	320,155.03	729,496.73	0.00	535,503.27-	58
01-00-410-005	A/R Penalty	3,653.46	40,000.00	3,083.36	14,114.81	0.00	25,885.19-	35
01-00-415-001	Permits - Residential	200.00	5,000.00	400.00	2,805.00	0.00	2,195.00-	56
01-00-415-002	Permits - Commercial	0.00	80,000.00	35,318.00	97,321.13	0.00	17,321.13	122
01-00-415-003	Permits - Merchantville	0.00	1,000.00	0.00	0.00	0.00	1,000.00-	0
01-00-420-001	Other Income	0.00	3,000.00	0.00	3,120.50	0.00	120.50	104
01-00-420-002	Application and Inspection Fees	15.00	500.00	15.00	30.00	0.00	470.00-	6
01-00-420-004	JIF Insurance Premium Refund	0.00	12,000.00	0.00	0.00	0.00	12,000.00-	0
01-00-420-005	Int on lend-a-Hand Accounts	2.19	0.00	0.00	0.00	0.00	0.00	0
01-00-425-001	Interest from Operating Fund	645.98	3,000.00	711.65	2,314.62	0.00	685.38-	77
01-00-425-002	Interest from Trustee Accounts	243.91	15,000.00	353.92	1,408.34	0.00	13,591.66-	9
	OPERATING REVENUES Revenue Total	1,157,739.87	4,361,500.00	1,242,666.71	3,476,541.56	0.00	884,958.44-	80

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-01-510-500	ADMINISTRATION SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-01-510-501	ADMN PSA Management	19,560.00	265,000.00	24,940.00	84,796.00	0.00	180,204.00	32
01-01-510-502	ADMN Office Staff	21,035.45	280,000.00	26,835.60	91,169.30	0.00	188,830.70	33
01-01-510-503	ADMN: Commissioners	1,500.00	18,000.00	1,500.00	6,000.00	0.00	12,000.00	33
01-01-510-600	ADMINISTRATION FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-01-510-601	ADMN: PERS/Employers Liabil	107,599.00	118,000.00	105,383.00	105,383.00	0.00	12,617.00	89
01-01-510-602	ADMN: FICA/SOCIAL SECURITY/MEDICARE	3,285.65	50,000.00	4,014.57	15,904.54	0.00	34,095.46	32
01-01-510-603	ADMN: SUI/SDI/FLI	269.82	4,000.00	382.45	2,248.84	0.00	1,751.16	56
01-01-510-604	ADMN: Hospital Benefits	0.00	145,000.00	18,750.17	49,516.29	0.00	95,483.71	34
01-01-510-605	ADMN: Vision, Dental & Rx	1,341.84	58,500.00	4,902.85	17,430.68	0.00	41,069.32	30
01-01-510-607	ADMN: Sick/Vac Payback	0.00	65,000.00	0.00	28,588.00	0.00	36,412.00	44
01-01-510-700	ADMINISTRATION OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-01-510-721	ADMN: Legal Fees	0.00	20,000.00	1,516.67	6,066.68	0.00	13,933.32	30
01-01-510-722	ADMN: Audit	0.00	37,000.00	0.00	1,500.00	0.00	35,500.00	4
01-01-510-723	ADMN: Other Professional Fees	325.00	20,000.00	0.00	737.50	0.00	19,262.50	4
01-01-510-736	ADMN: Public Officials Liab.	0.00	8,400.00	4,070.00	8,141.00	0.00	259.00	97
01-01-510-750	ADMN: Office Supplies & Expense	571.86	15,000.00	534.52	3,394.98	0.00	11,605.02	23

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-01-510-751	ADMN: Postage	1,573.46	7,000.00	1,584.46	4,780.63	0.00	2,219.37	68
01-01-510-752	ADMN: Advertising & Printing	191.22	15,000.00	38.36	308.60	0.00	14,691.40	2
01-01-510-753	ADMN: Telephone	1,471.39	20,000.00	1,477.88	6,171.11	0.00	13,828.89	31
01-01-510-754	ADMN: Miscellaneous Exp	0.00	3,000.00	0.00	2,017.26	0.00	982.74	67
01-01-510-755	ADMN: Service Contracts	366.42	15,000.00	332.71	12,601.58	0.00	2,398.42	84
01-01-510-756	ADMN: Equipment Rental	0.00	3,500.00	0.00	747.00	0.00	2,753.00	21
01-01-510-757	ADMN: Building Utilities	287.85	25,000.00	2,468.93	8,113.57	0.00	16,886.43	32
01-01-510-758	ADMN: Building Exp. & Repairs	836.62	15,000.00	361.99	464.09	0.00	14,535.91	3
01-01-510-759	ADMN: Financial Exp	1,250.00	2,000.00	0.00	345.00	0.00	1,655.00	17
01-01-510-760	ADMN: Bad Debt Exp	0.00	500.00	0.00	0.00	0.00	500.00	0
01-01-510-762	ADMN: Education/Dues	811.01	8,000.00	787.00	3,392.81	0.00	4,607.19	42
01-01-510-763	ADMN: Civic Involvement	0.00	182,500.00	0.00	32,500.00	0.00	150,000.00	18
01-02-520-500	COST OF SERVICE SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-02-520-505	O&M: Union Salaries	62,886.24	1,040,000.00	93,972.67	322,693.24	0.00	717,306.76	31
01-02-520-506	O&M: Management Salaries	15,200.00	202,000.00	19,380.00	65,892.00	0.00	136,108.00	33
01-02-520-600	COST OF SERVICE FRINGE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0
01-02-520-601	O&M: PERS	107,599.00	118,000.00	105,383.00	105,383.00	0.00	12,617.00	89
01-02-520-602	O&M: FICA/SOCIAL SECURITY/MEDICARE	6,206.54	103,000.00	8,371.01	28,945.41	0.00	74,054.59	28
01-02-520-603	O&M: SUI/SUI/FLI	722.45	6,000.00	1,134.10	4,102.76	0.00	1,897.24	68
01-02-520-604	O&M: Hospitalization Benefits	0.00	345,000.00	42,956.96	108,355.36	0.00	236,644.64	31
01-02-520-605	O&M: Vision, Dental & Rx	2,877.70	141,500.00	12,400.68	41,180.29	0.00	100,319.71	29
01-02-520-607	O&M: Stick/vac Payback	2,638.00	102,000.00	1,328.00	7,496.00	0.00	94,504.00	7
01-02-520-608	O&M: Uniform Exp.	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0
01-02-520-700	COST OF SERVICE OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-02-520-711	O&M: Engineer Fees	0.00	40,000.00	450.00	1,713.75	0.00	38,286.25	4
01-02-520-731	O&M: General Liability/Auto Ins	0.00	27,500.00	11,064.00	22,128.00	0.00	5,372.00	80
01-02-520-732	O&M: Worker's Comp Insurance	0.00	53,000.00	22,131.50	44,263.00	0.00	8,737.00	84
01-02-520-733	O&M: Property/Insurance	0.00	46,500.00	23,469.50	46,939.00	0.00	439.00-	101
01-02-520-735	O&M: Fund Expense (JIF)	0.00	10,000.00	2,231.00	4,462.00	0.00	5,538.00	45
01-02-520-741	O&M: Uninsured Liabilities	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
01-02-520-755	O&M: Service Contracts	550.00	30,000.00	2,360.00	5,980.00	0.00	24,020.00	20
01-02-520-764	O&M: Station Utilities	91.76	175,000.00	17,173.85	48,258.92	0.00	126,741.08	28
01-02-520-765	O&M: Trash Removal	1,170.00	10,000.00	405.50	2,173.75	0.00	7,826.25	22
01-02-520-766	O&M: Oper & Maint Expense	1,036.63	31,000.00	2,289.37	8,945.30	0.00	22,054.70	29
01-02-520-767	O&M: Safety Expense	350.70	3,000.00	0.00	0.00	0.00	3,000.00	0
01-02-520-768	O&M: Landscaping	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
01-02-520-769	O&M: Vehicle & Repair Exp	30.02	20,000.00	516.12	3,257.19	0.00	16,742.81	16
01-02-520-770	O&M: Fuel/Tolls/Mileage Exp	0.00	30,000.00	5,453.99	5,453.99	0.00	24,546.01	18
01-02-520-771	O&M: Collection System Expense	6,549.68	60,400.00	4,048.84	7,509.40	0.00	52,890.60	12
01-02-520-772	O&M: Emergency Repairs	61,075.00	140,000.00	0.00	30,494.00	0.00	109,506.00	22

PENNSAUKEN SEWERAGE AUTHORITY
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-02-520-773	O&M: Emergency Station Repairs	0.00	143,000.00	0.00	0.00	0.00	143,000.00	0
01-02-520-774	O&M: Chemicals	0.00	5,725.00	0.00	0.00	0.00	5,725.00	0
01-02-520-775	O&M Permits & Licensing	0.00	6,000.00	150.00	841.00	0.00	5,159.00	14
01-03-600-001	Bond Debt (Principal)	0.00	45,550.00	0.00	11,847.45	0.00	33,702.55	26
01-03-600-002	Bond Debt (Interest)	0.00	5,925.00	0.00	2,860.00	0.00	3,065.00	48
	OPERATING FUND Expend Total	431,260.31	4,361,500.00	576,551.25	1,423,493.27	0.00	2,938,006.73	32
Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
01	OPERATING FUND	1,157,739.87	1,242,666.71	3,476,541.56	431,260.31	576,551.25	1,423,493.27	2,053,048.29

PENNSAUKEN SEWERAGE AUTHORITY
Statement of Revenue and Expenditures

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
	Final Total	1,157,739.87	1,242,666.71	3,476,541.56	431,260.31	576,551.25	1,423,493.27	2,053,048.29

Superintendent's Report

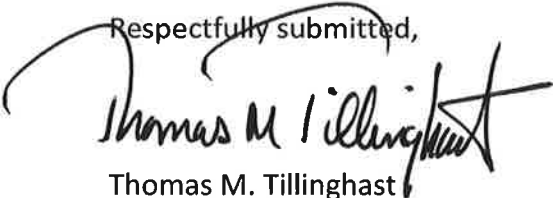
Meeting of May 21, 2019

All components of the sanitary sewage collection system are operating properly.

In regular and preventative maintenance we flushed 59,667 feet of gravity sewer main. 843 feet was root cut and 14,565 feet was inspected using our CCTV equipment. We responded to 72 calls for service. The call breakdown is as follows:

Main Line stoppages:	6
Vent stoppages:	14
Station alarms:	14
Miscellaneous services:	38

Respectfully submitted,



Thomas M. Tillinghast
Superintendent

The Chairman asked the Commissioners for any reports.

- Mr. Lutz – No Report
- Mr. Schofield – No Report
- Mr. Archible – Absent
- Mr. Ellis – No Report
- Mr. Pennestri – No Report

The Chairman asked the Solicitor Mr. David Luthman for his report.

Mr. Luthman had nothing more to report.

The Chairman asked the Executive Director Mr. Bill Orth for his report.

Mr. Orth had nothing more to report.

Correspondence:

1. State of NJ re Treatment works Approval Application – Haddon Point, Phase II Approval of Application.....4/29/19
2. SG Phase II Associates LLC letter to PSA requesting 50% discount in Connection Fee for Stonegate Phase II and deed restriction that evidences the status of the project as affordable housing5/8/19
3. Emails regarding SG Phase II Associates LLC being a for profit organization but still allowing for the 50% discount in connection fee5/14/19
4. R & V letter approving Commercial Connection Project known as Wawa5/14/19
5. T & M Monthly Progress Report for Sewer Connection Applications5/21/19

As there were no items of personnel or litigation, Mr. Lutz requested a motion to adjourn. Mr. Schofield moved for adjournment. Mr. Ellis seconded the motion. All Commissioners present signified their approval saying aye.

Respectfully submitted,


Bill Orth, Secretary

Correspondence #1



State of New Jersey

Department of Environmental Protection
Division of Water Quality
Municipal Finance and Construction Element
P.O. Box 420, Mail Code 401-03D
Trenton, NJ 08625-0420
Fax: (609) 633-8165
www.state.nj.us/dep/dwq



CATHERINE R. McCABE
Commissioner

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

Pennsauken SA
1250 John Tipton Blvd.
Pennsauken, NJ 08110

APR 29 2019

Re: Treatment Works Approval No. 19-0126
Haddon Pointe Phase II
Pennsauken Twp, Camden County

Gentlemen:

There is enclosed a Treatment Works Approval issued to you pursuant to Title 58 of the Revised Statutes of New Jersey and in consideration of your application received on 03/26/2019 signed by Bill Orth, Exec. Dir., and John Kornick, P.E.

This approval is valid for a period of two (2) years from the issuance date, unless otherwise stated in the attached approval document. This approval shall expire unless building, installing or modifying of the treatment works has begun within the initial approval period. Treatment works approvals may be extended beyond the original two year approval date, to a maximum period of five years from the original issuance date, in accordance with the terms and conditions contained in N.J.A.C. 7:14A-22.12. A time extension request must be received by the Department prior to the permit's expiration date. Time extension requests shall be submitted to the Bureau of Environmental, Engineering & Permitting (BEEP) at the address noted in the heading of this letter.

Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed Form WQM005 (Certification of Completion) to BEEP and to the receiving sewage treatment plant, as indicated in the Treatment Works Approval under Part II - "General Conditions for Treatment Works Approvals", Section B.

If you have any questions regarding the permit, please contact Christian Hoffman, Jr., P.E. of this office by calling (609) 984-4429.

Sincerely,

James Pontoriero, Supervisor
Bureau of Environmental, Engineering & Permitting

19-0126
Enclosure
cc: K2 Eng.
Pennsauken Twp
Camden County Municipal Utilities Authority

Let's protect our earth



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
P.O. Box 402, TRENTON, NJ 08625-0402

PERMIT TO CONSTRUCT AND OPERATE* TREATMENT WORKS

**Local Agency approval required prior to operation*

The New Jersey Department of Environmental Protection grants this approval in accordance with your application, attachments accompanying same application, and applicable laws and regulation.

PERMIT NO.	ISSUANCE DATE	EXPIRATION DATE	DESIGN FLOW
19-0126	04/23/2019	04/22/2021	.0567 M.G.D.

NAME AND ADDRESS OF APPLICANT

Pennsauken SA
1250 John Tipton Blvd.
Pennsauken, NJ 08110

LOCATION OF ACTIVITY

Pennsauken Twp
Camden County

This permit grants permission to:

Construct and operate 3,500 LF of 8 inch PVC sanitary sewer extension to serve Haddon Pointe Phase II, a proposed 189 three (3) bedroom townhouse development, located on 2100 Haddonfield Road, Block 2604, Lots 1, 1.01, & 3, Pennsauken Township, Camden County, New Jersey.


According to the plans entitled:

"2100 Haddonfield Road, Pennsauken, New Jersey 08110, Block 2604 - Lot 1, 1.01 & 3, Tax Map Sheet 26 situate in the Township of Pennsauken, Camden County, New Jersey", prepared by K2 Consulting Engineers, Inc., dated June 8, 2018 and last revised March 22, 2019, Sheets 2, 11, 12, 19, 20, 21, and 27 of twenty-eight (28) sheets.

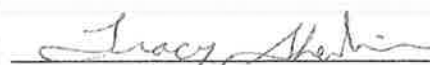
and according to the specifications entitled:

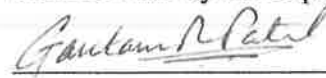
"Sewer System Specifications prepared for Township of Pennsauken, Block 2604 - Lots 1, 1.01, & 3, Township of Pennsauken, County of Camden, NJ", prepared by K2 Consulting Engineers, Inc., dated September 20, 2018 and not revised.

Prepared by:


Chris Hoffman

APPROVED by the Department of Environmental Protection


Tracy Shevlin, P.E., Section Chief


Gautam Patel, Chief
Bureau of Environmental, Engineering & Permitting

This permit is also subject to special provisos and general conditions stipulated on the attached three (3) pages which are agreed to by the permittee upon acceptance of the permit.

PART I

PROVISOS

A. Project Specific Provisos

1. That pursuant to N.J.A.C. 7:10A-1 et. seq., an appropriate public wastewater collection system licensed operator will be required for your system.
2. That the design flow for this permit is based upon 189 three (3) bedroom townhouses at 300 gpd/unit equals 56,700 gpd or 0.0567 mgd.

GENERAL CONDITIONS FOR TREATMENT WORKS APPROVALS**Section A. GENERAL CONDITIONS**

1. This permit is revocable, or subject to modification or change, at any time, when in the judgement of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of this permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of property.
6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
7. A copy of this permit shall be kept at the work site, and shall be exhibited upon request of any person.
8. No treatment unit or conveyance system may be by-passed which would result in the discharge of untreated sewage into any of the waters of the state.
9. The full responsibility for adequate design, construction and operation of the treatment works, and the full responsibility for successful collection, treatment, and discharge of pollutants shall be on the applicant.
10. The issuance of approval by the Department shall not relieve the applicant of the continuing responsibility for the successful collection, treatment, or discharge of pollutants for the continuing compliance with any applicable effluent limitations, permits, regulations, statute, or other law.
11. Review and approval is based solely upon the information contained in the application and the contents of the engineer's report as certified by the licensed professional engineer as being in compliance with the Department's Rules and Regulations.

Section B. CONSTRUCTION COMPLETION CERTIFICATION

1. Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed WQM005 Certification of Completion, to the receiving sewage treatment plant (STP) and to the appropriate Bureau and address noted on the cover page of this approval. Failure to submit the certification within 30 days of completion of the project may be grounds for revocation of the permit. Should partial operation be required prior to completion, approval will be under local jurisdiction.
2. In cases where the project and the receiving treatment facility are one in the same, the WQM005 Certification of Completion form must be submitted to the Bureau and address noted on the cover page of this approval within 30 days of completion of the treatment works. Failure to submit the certification within this time period may be grounds for revocation of the permit.

Section C. PERMIT EXPIRATION AND EXTENSIONS OF TIME

1. This permit shall remain in force for a period of only two years from the date of approval unless stated otherwise within the special provisos, or construction of said works has begun within the approved time frame. Interruption of construction of said works for a period of more than two years may serve as a basis for permit revocation.
2. Treatment works approvals may be extended beyond the original two year approval date, to a maximum of five years from the original issuance date, in accordance with the terms and conditions in N.J.A.C. 7:14A-22.12, unless stated otherwise within the special provisos. A time extension request must be received by the Department prior to the permit's expiration date. Requests must be submitted to the Bureau and address noted on the cover page.

Section D. ADJUDICATORY HEARING REQUESTS

1. Pursuant to N.J.A.C. 7:14A-22.24 et seq., any interested person who considers himself or herself aggrieved by this action, may, within 10 days of publication of notice of the decision in the DEP Bulletin, request a hearing by addressing a written request for such hearing to the:

Office of Legal Affairs
Attention: Adjudicatory Hearing Requests
Department of Environmental Protection
P.O. Box 420, Mail Code 401-04L
Trenton, NJ 08625-0420

Such a request should include a completed Administrative Hearing Request Checklist and Tracking form for Approvals or Denials (enclosed herein for Denials). This form is required, as DEP is the transmitting agency to the Office of Administrative Law, pursuant to N.J.A.C. 1:1-8.2.

Correspondence #2

SG PHASE II ASSOCIATES LLC
1845 HADDON AVENUE
CAMDEN NJ 08103
856.342.4130

May 8, 2019

Mr. Bill Orth
Executive Director
Pennsauken Sewerage Authority
1250 John Tipton Blvd.
Pennsauken, NJ 08110

RE: Stonegate at St. Stephen - Phase 2, Block 6001, Lot 73.02

Dear Mr. Orth:

Following up on your letter of April 29, 2019, I am writing to formally request that the Pennsauken Sewerage Authority effectuate a 50% reduction in the connection fee for the above-referenced project. As you know, in August of 2018, legislation known as S1247/A2779 was passed and signed into law. This legislation has been codified as N.J.S.A. 40:14A-8.3.2.a. Among other things, the legislation provides:


A county, regional or municipal sewerage authority shall establish within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to section 8 of P.L.1946, c.138 (C.40:14A-8) for new connections to the sewerage system which is to be charged to public housing authorities, to non-profit organizations building affordable housing projects, and to any other affordable housing, including affordable housing units in inclusionary projects.

The Stonegate at St. Stephen - Phase II project has been financed by the New Jersey Housing and Mortgage Finance Agency (NJHMFA). In connection therewith, the project is deed-restricted and may only serve low and moderate income persons and households (i.e., the project constitutes affordable housing).

Attached is the deed restriction in favor of NJHMFA that evidences the status of the project as affordable housing. Kindly present this request to your board for approval at the upcoming meeting of May 21, 2019.

Thank you for your time and consideration of this matter.

Sincerely,


James M. Reynolds
Secretary

Record & Return to:
Kathleen Mount, Paralegal
Division of Loan Closings
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Stonegate at Saint Stephens Phase II
HMFA # 3279
MFP # 4

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

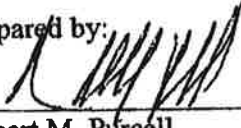
Between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

And

SG PHASE II ASSOCIATES LLC

Prepared by:



Robert M. Purcell
Deputy Attorney General

Special Needs Housing Trust Fund
Second Mortgage Loan
Money Follows the Person
Housing Partnership Program
Construction and Permanent Financing

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 15th day of June, 2018, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and **SG PHASE II ASSOCIATES LLC**, ("Owner" or "Borrower"), a limited liability company organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

WITNESSETH

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder.

"Agency Financing" means the Second Mortgage Loan.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time, if applicable.

"Architect's Contract" means the agreement between the Owner and Kitchen and Associates Services, Inc. (DBA Kitchen & Associates) dated January 15, 2018, or any other agreement executed by the Owner and approved by the Agency, for the design and construction oversight of the Project in accordance with the plans and specifications for the Project approved by the Agency, if applicable.

"Assignment of Leases" means the Assignment of Leases by and between the Owner and Lender of even date herewith.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Contract" means the agreement between the Owner and Walters Cornerstone Contracting LLC dated February 28, 2018, or any other agreement executed by the Owner and approved by the Agency, for the construction of the Project in accordance with the plans and specifications for the Project approved by the Agency.

"Construction Period" means the period of time as required to substantially complete the construction of the Project. The Project Construction Period is estimated to be 24 months from the date of execution of this Agreement, if applicable.

"Day" or "Days," whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

"Environmental Laws" shall mean and include any federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other federal, State or local environmental law, ordinance, code, rule, or regulation, order or decree as any of the foregoing have been, or are hereafter amended.

"Environmental Report" means the Phase I Environmental Site Assessment prepared by TTI Environmental, Inc., Project No. 17-1103, dated November 2, 2017.

"Event of Default" means any of the events set forth in Section 31 of this Agreement.

"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

"HUD" means the United States Department of Housing and Urban Development.

"Improvements" means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

"Investor Member" means Wells Fargo Affordable Housing Community Development Corporation.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to

time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Exhibit A attached hereto, on which the Project is located.

"Loan Documents" means and includes this Agreement, the Mortgage Note, the Mortgage and Security Agreement the UCC-1 Financing Statement, and Assignment of Leases.

"Loan" means the Mortgage Loan.

"Low Income" means a gross annual household income equal to 50% or less of the area median gross annual household income for the same size within the relevant housing region.

"Mortgage" means the mortgage of even date herewith that constitutes a second lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the Mortgage Loan.

"Mortgage Loan" means the loan made to the Owner by the Agency to finance a portion of the cost of the development and/or rehabilitation of the Project that will be located on the real property described in Exhibit A attached hereto, as evidenced by the Mortgage Note and secured by the Mortgage.

"Mortgage Note" or "Note" means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the Mortgage Loan.

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

"Plans" means all construction, architectural and design contracts and all architectural design plans and specifications.

"Program" means the Money Follows the Person Housing Partnership Program under the Special Needs Housing Trust Fund pursuant to the Special Needs Housing Trust Fund Act, P.L. 2005, c.163.

"Program Guidelines" means the guidelines promulgated by the Agency pursuant to the Program and any policies or procedures issued by the Agency with respect to the housing projects financed by the Agency, all of the foregoing as they may be amended from time to time.

"Project" means the Improvements located on the Land that together with the Land is financed, in part, with the proceeds of the Loan.

"Project Construction Period" means the period of time required to substantially complete construction of the Project. The Project Construction Period is estimated to be 24 months from the date of execution of this Agreement.

"Regulations" means the regulations promulgated or proposed by the United States Department of Housing and Urban Development.

"Rehabilitation Period" means the period of time as required to substantially complete the rehabilitation of the Project. The Project Rehabilitation Period is estimated to be 24 months from the date of execution of this Agreement, if applicable.

"Repair and Replacement Reserve" means the escrow account established pursuant to Section 21 of this Agreement.

"Second Mortgage Loan" means the second mortgage loan made to the Owner by the Agency to finance or refinance a portion of the cost of the development, construction, rehabilitation and/or acquisition of the Project, which is evidenced by the Second Mortgage Note and secured by the Second Mortgage.

"Second Mortgage Note" means the interest bearing, non-recourse long term promissory note in the amount of \$150,000 for a term of 30 years, made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the Second Mortgage Loan.

"Senior Mortgage" means, individually and collectively (1) that certain Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Borrower in favor of Lender in conjunction with the Wells Fargo construction loan and that certain, (2) that certain Delivery Assurance [Open-End] Mortgage, Security Agreement and Fixture Filing executed by Borrower in favor of Senior Lender in conjunction with the Wells Fargo permanent loan and (3) that certain Multifamily Mortgage, Assignment of Leases, Security Agreement and Fixture Filing (New Jersey) executed by Borrower in favor of Senior Lender in conjunction with the Wells Fargo permanent Loan.

"Senior Mortgage Loan" means, individually and collectively, the construction loan in the original principal amount of \$9,750,000.00 and the permanent loan in the original principal amount of \$515,000 made by the Senior Lender to the Borrower to finance the Project.

"Servicing Fee" if applicable, means the servicing fee that is due from the Owner to the Agency as set forth in the Second Mortgage Note.

"Special Needs Project Escrow" means the escrow account established pursuant to Section 21 of this Agreement.

"State" means the State of New Jersey.

"Tax Credits" means low income housing tax credits that the Project may receive pursuant to the Code.

"UCC-1" means the UCC-1 Financing Statement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Background and Purpose. The Owner proposes to acquire or owns the Land, construct, and operate a Project to be located on the Land. The Project will carry a construction and permanent loan of **(\$150,000)** at an interest rate of zero percent (0%) per annum, during the term of the loan. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Program. The Agency will hold a second mortgage lien on the Project during the term of the Mortgage Loan. Financing for the Project is derived in part from the Agency's Program funds, and, in addition to the Second Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

1. The Owner has received a commitment from Wells Fargo to provide construction and permanent financing to the Project in the estimated amount of \$9,750,000.
2. The Owner has received a commitment from the Agency to provide construction and permanent financing to the Project in the estimated amount of \$25,000.
3. The Owner intends to sell 9% tax credits. In exchange for the tax credits, Investor Member is expected to generate equity in the project in the estimated amount of \$13,438,656.
4. The Owner has received capital subsidy from Camden County HOME funds in the estimated amount of \$167,000.
5. The Owner has received capital subsidy from Community Housing Development Organization funds in the estimated amount of \$122,950.
6. The Owner will make an equity investment in the Project pursuant to Section 47 of this Agreement.

In connection with the Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the construction/rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and/or rehabilitated and placed in operation and arrangements for any tax abatement for the Project.

Section 3. Residential Rental Property. The Owner hereby represents, covenants, warrants and agrees that:

(a) The proposed project is located in the Township of Pennsauken in the County of Camden, in a residential neighborhood. The project involves the new construction of a three-story, 68 unit affordable senior housing. There will be 63 one-bedroom and 5 two-bedroom units. The unit size will range from 767 square feet to 900 square feet. There will also be close to 17,000 square feet of common space including a club room, outdoor terrace and laundry facilities on each floor. The project will offer accessible units with ADA features, including special fixtures and appliances. Additionally, each unit will be fully adaptable. The management offices will be located on the ground floor of the project and parking spaces will be provided at no cost to residents. The facility will have an on-site part-time property manager, a part-time maintenance supervisor, a part-time janitor and a part-time social services coordinator.

(b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.

Section 4. Low Income Tenants. The Owner hereby represents, warrants and covenants that two (2) of the units shall be occupied or available for occupancy by Low Income Tenants for a period of thirty (30) years from the date hereof.

Section 5. Additional Representations, Covenants and Warranties of the Owner. The Owner represents, warrants and covenants that:

(a) The Owner (i) is a limited liability company, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Formation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loans; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

(c) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(d) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner, (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

(e) The Owner will, at the time of execution of this Agreement or at the time of the closing of the Loan and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project; have good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

(f) There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality and will proceed with due diligence to rehabilitate the Project pursuant to the Architectural Contract.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract, and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval. The Owner will continue to retain ownership of the Project and Land during the term of the Mortgage, subject to the terms of this Agreement and the other Loan Documents, the Act, Agency Regulations, the Program, the Program Guidelines, and, if applicable, the Code.

(h) The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

(i) To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or

conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

(j) The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) Except for Leases contemplated by the Project and Section 17 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the Mortgage, this Agreement, the Act and the Agency Regulations promulgated pursuant to the Act, and the Program Guidelines and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

(l) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the Mortgage, and in any event, the requirements of this Agreement and the Mortgage are paramount and controlling as to the rights and obligations herein and in the Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

(m) All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

(n) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

(o) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(p) As of the date of this Agreement, the Architectural Contract is in full force and effect and no default has occurred thereunder, and a true copy of the entire Architectural Contract with all modifications and addenda to date has been filed with the Agency.

Section 6. Covenants to Run With the Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section 5 hereof, shall pass to and be binding upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the

Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 7. Term. This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the Mortgage Note and the other Loan Documents.

Section 8. Construction or Rehabilitation of Project. The Owner covenants and agrees to comply with all the provisions of the Architectural Contract and/or Construction Contract, as applicable. The Owner covenants and agrees diligently to pursue the construction or rehabilitation of the Project to completion in accordance with the plans and specifications set forth in the Owner's application for the Loan and the Architectural Contract and as approved by the Agency.

The Owner shall not approve or allow to occur any material change in the scope of plans and specifications for the Project without the express approval of the Agency. Construction or rehabilitation shall at all times be subject to the discretionary inspection, discretionary review, regulation and approval of the Agency and its duly authorized representatives. Any such inspection, regulation, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Project are being fulfilled.

The Owner shall not knowingly do any act which would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Architectural Contract or Construction Contract, as applicable, including, without limitation, deviation from the payment schedule, waiver of any material requirements imposed on the architect or any contractor or subcontractor under the Architectural Contract or Construction Contract, as applicable, or consent to any major change in the in the scope of plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

Section 9. Funding and Conditions Precedent to Advance.

A. Funding of Construction or Rehabilitation:

Upon and subject to the terms and conditions of this Agreement, the Mortgage and Mortgage Note, the Agency agrees to advance and disburse to Owner the entire principal sum of \$25,000.

Section 10. Insurance; Condemnation. During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as second mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Owner does not provide the Agency with

the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. The Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal sum of the Second Mortgage Note and shall bear interest at the same interest rate as in the Second Mortgage Note.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain Business Income insurance covering the loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount equal to 100% of the anticipated gross rental income for one (1) year at full occupancy with no coinsurance penalty. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

Section 11. Taxes or Payments in Lieu of Taxes. Unless the Owner has received a full tax exemption for the taxes on the Project at the time the Owner takes title to the Project, the Owner covenants and agrees to pay any valid municipal taxes, payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

Section 12. Liens. The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgage free and clear of all liens and security interests, except Permitted Encumbrances, those exceptions identified and set forth in title insurance commitments and title insurance commitment number 1051477 issued by Surety Title Company, LLC, dated April 6, 2018, and continued to the date of this Agreement, as accepted by the Agency. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project, which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any such lien, and the Owner shall promptly reimburse the Agency for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the Principal Sum as defined in

and secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.

Section 13. Encumbrances - Sale of Project. The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the Mortgage and this Agreement.

Section 14. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of construction or rehabilitation, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

Section 15. Advance Amortization Payments. The Owner shall not make any advance principal repayment except as allowed by the Program and Program Guidelines.

Section 16. Compliance with the Program, the Act, Agency's Regulations and Any Federal or State Subsidy Source. The Owner covenants and agrees to comply with the Program, the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or state grant, subsidy or loan.

Section 17. Use of Project - Leasing. Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide affordable housing units for a special needs population(s) under the Agency's Program.

Section 18. Consideration for Lease. The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

Section 19. Security Deposit The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest bearing bank account held and maintained in accordance with applicable law.

Section 20. Account for Project Revenues/Operating Account. The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

Section 21. Reserve and Escrow Payments.

On the date of the execution of this Agreement, the Owner will deposit with Wells Fargo the following amounts as shown on the closing budget for the Project ("Form 10") which will serve as a reserve against late payments and be available to pay expenses when due or be available to assist with project expenses. These amounts will comprise the Special Needs Project Escrow:

- (a) an amount equal to six (6) months of the estimated annual insurance payments; and
- (b) an amount(s) as stated on the Form 10 for a project escrow.

Section 22. Inspection of Premises. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and the Program.

Section 23. Books and Records. The Owner covenants and agrees to maintain adequate books and records of its transactions, including the social services provided to the Project's residents, with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and the Program. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

Section 24. Management Contract. The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 25. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 20 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and rental of the Project and its operation and maintenance;
2. engage in any business activity except the ownership and operation of the Project;

3. pay more than fair market value thereof for goods or services; and
4. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 26. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's regulations governing such transfers.

Section 27. Statutory Powers and Restrictions. The Mortgage shall be subject to the restrictions in the Act and the Program, and in connection therewith, the Agency shall have the powers set forth in the Act, the Program and the regulations now or hereafter promulgated pursuant to the Act and the Program and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 28. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefore by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

Section 29. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgage.

Section 30. Assignment by Agency. The Owner hereby consents to any assignment of any Loan Document by the Agency.

Section 31. Defaults. Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the Mortgage or the other Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, the Mortgage or any other Loan Document, failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

(c) the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within

sixty (60) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11, or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 11 or in Agency insurance specifications minimum requirements, or failure to provide, immediately or no later than 30 days from notice, replacement insurance to meet Agency insurance requirements as set forth in Section 10 during the term of the Second Mortgage Loan;

(f) any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;

(g) any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents;

(h) failure to complete the Project; and

(i) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program.

The events set forth in the subsections (b) and (g) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Construction Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 calendar days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner, within the initial 30-day period and diligently pursued. The Agency will send, simultaneously with sending to the Owner any notices under this subsection, a copy of the aforementioned notices to the Owner's Investor Member. To the extent the Event of Default is curable, a cure tendered in full pursuant to the terms and conditions of this Agreement and the other Loan Documents by the Owner's Investor Member shall be honored by the Agency.

Section 32. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sum of the Mortgage together with all other liabilities of the Owner under the Note to be immediately due and payable;

(b) cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;

(d) foreclose the lien of the Mortgage on the Project and Land or a portion thereof, including without limitation all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) pursuant to its rights under the Act and the Program, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

(f) take possession of the Project and Land or a portion thereof;

(g) without judicial process, collect all rents and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

(h) act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(i) take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;

(j) make effective an assignment of the Architectural Contract by the Owner to the Agency, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the Architectural Contract, and at the option of the Agency to proceed with the rehabilitation of the Project, in which event all payments by the Owner made with respect to the Architectural Contract shall be treated as disbursements on the Loan;

(k) subject to Section 40 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(l) after consultation with the Owner, sue under the Architectural Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract or payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under this Agreement or the Mortgage;

(m) if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgages or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy; and/or

(n) to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the Mortgages.

(o) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 40 of this Agreement;

Section 33. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the Mortgage.

Section 34. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for individuals 18 and older coming out of nursing homes.

Section 35. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 36. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 37. Amendments; Notices; Waivers. This Agreement and the Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the Mortgage, the Note, or the other Loan documents thereafter.

Any provisions of this Agreement, the Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement or the other Loan Documents shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery or by confirmed facsimile, with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto. Copies of notices sent by the Agency to the Borrower shall also be sent by the Agency to the Borrower's Attorney and the Investor Member.

Agency: Executive Director
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, CN 18550
Trenton, NJ 08650-2085

Owner: James M. Reynolds
SG PHASE II ASSOCIATES LLC
1845 Haddon Avenue
Camden, New Jersey 08103

Attorney for Owner: Alan S. Ritterband, Esquire
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599

And

Clare M. Diemer, Esquire
McKernan, McKernan & Godino
113 North Sixth Street
Camden, NJ 08102

Investor Member: **Wells Fargo Affordable Housing Community Development Corporation**
MAC D1053-170
301 South College Street, 17th Floor
Charlotte, North Carolina 28288
Attn: Director of Tax Credit Asset Management

All notices shall be deemed given when received.

Section 38. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 39. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 40. Personal Liability. Notwithstanding any other provision contained in this Agreement, the other loan documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner, if applicable, and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other loan documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgage and the other loan documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, if applicable and its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgage and the other loan documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgage, this Agreement and the other loan documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts and shall not apply to such amounts due to the Lender pursuant to Sections 10, 11, 12, 13, 14, 33 and 47 of this Agreement.

Section 41. Reserved.

Section 42. Disclaimer of Warranties, Liability; Indemnification/Defense.

A. The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or

fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency including reasonable attorneys' fees and costs, may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contract entered into by the Owner, or arising out of the Owner's ownership of the Project or out of the construction, rehabilitation, operation or management of the Project.

B. It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Section 43. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 44. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 45. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 46. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

Section 47. Investment Funding. The total Project cost and the portion thereof that is contributed by the Owner as investment shall be determined by the Agency in accordance with the cost certification procedures under the Act and the Program. The Owner shall be eligible for a return on its investment at the rate of 9.2% annually in the manner set forth in the Agency Regulations.

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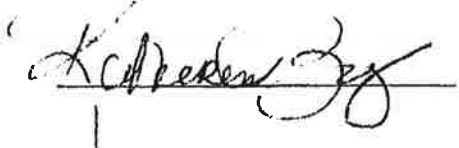
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

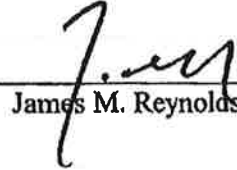
SG PHASE II ASSOCIATES LLC

By: SG II MM LLC

Its Managing Member



By:



James M. Reynolds, Secretary

LENDER:

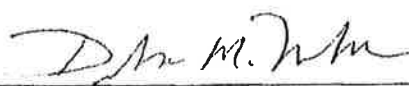
NEW JERSEY HOUSING AND

MORTGAGE FINANCE AGENCY

WITNESS/ATTEST


Jennifer H. Linett
Assistant Secretary

By:

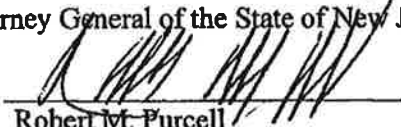


Debra M. Urban

Chief of Legal and Regulatory Affairs

This Agreement is approved as to form.
Gurbir S. Grewal
Attorney General of the State of New Jersey

By:



Robert M. Purcell

Deputy Attorney General

STATE OF NEW JERSEY)

) SS:

COUNTY OF MERCER)

James M. Reynolds

I CERTIFY that on June 15, 2018, ~~William J. Murray~~ personally came before me, the subscriber, a Notary Public of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is ~~President~~ of By: SG II MM LLC, the Managing Member of SG Phase II Associates LLC, the limited liability company named in this document; and (b) he executed and delivered this document as the voluntary act of the limited liability company duly authorized by the Partners.

Penny A. Clark

PENNY A. CLARK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 1, 2021

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on June 14, 2018, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Kathleen A. Mount

Notary Public of the State of New Jersey

My Commission Expires on June 16, 2019

Schedule "A"
Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 1002CP-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Pennsauken Township, Camden County, and State of New Jersey being more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROWNING ROAD (50' WIDE PUBLIC RIGHT-OF-WAY, PER TAX MAP), SAID POINT BEING A DISTANT NORTH 33 DEGREES 12 MINUTES 51 SECONDS EAST, A DISTANCE OF 95.92 FEET FROM A POINT OF INTERSECTION CONNECTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROWNING ROAD WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WITHERSPOON AVENUE (50' WIDE PUBLIC RIGHT-OF-WAY, PER TAX MAP), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROWNING ROAD, NORTH 33 DEGREES 12 MINUTES 51 SECONDS EAST, A DISTANCE OF 205.00 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE SUBDIVISION LINE BETWEEN LOT 73.02, BLOCK 6001 (PART OF FORMER LOT 73.02, BLOCK 6001) AND LOT 73, BLOCK 6001 (PART OF FORMER LOT 73.02, BLOCK 6001):

2. SOUTH 57 DEGREES 18 MINUTES 39 SECONDS EAST, A DISTANCE OF 330.30 FEET TO A POINT, THENCE;

3. SOUTH 19 DEGREES 55 MINUTES 34 SECONDS EAST, A DISTANCE OF 34.69 FEET TO A POINT, THENCE;

4. SOUTH 50 DEGREES 17 MINUTES 07 SECONDS EAST, A DISTANCE OF 40.56 FEET TO A POINT, THENCE;

5. SOUTH 32 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 178.97 FEET TO A POINT, THENCE;

6. ALONG THE COMMON DIVIDING LINE BETWEEN, LOT 73.02, BLOCK 6001, AND LOTS 65 THROUGH 70 AND LOT 72, BLOCK 6001, NORTH 57 DEGREES 18 MINUTES 39 SECONDS WEST, A DISTANCE OF 400.00 FEET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH DRAINAGE CROSS EASEMENT BETWEEN ST. STEPHEN'S R.C. CHURCH, PENNSAUKEN TOWNSHIP, N.J. AND SG PHASE II ASSOCIATES LLC AS CONTAINED IN DOCUMENT DATED _____, RECORDED _____ IN THE CAMDEN COUNTY CLERK/REGISTER'S OFFICE IN DEED BOOK _____, PAGE _____.

TOGETHER WITH UTILITY AND EMERGENCY ACCESS EASEMENT BETWEEN MEGA PALACE INVESTMENTS, LP AND SG PHASE II ASSOCIATES LLC AS CONTAINED IN DOCUMENT DATED _____, RECORDED _____ IN THE CAMDEN COUNTY CLERK/REGISTER'S OFFICE IN DEED BOOK _____, PAGE _____.

TOGETHER WITH UTILITY AND EMERGENCY ACCESS EASEMENT BETWEEN ST. STEPHEN'S R.C. CHURCH, PENNSAUKEN TOWNSHIP, N.J. AND SG PHASE II ASSOCIATES LLC AS CONTAINED IN DOCUMENT DATED _____, RECORDED _____ IN THE CAMDEN COUNTY CLERK/REGISTER'S OFFICE IN DEED BOOK _____, PAGE _____.

TOGETHER WITH EMERGENCY ACCESS EASEMENT BETWEEN STONEGATE AT ST. STEPHEN, INC. AND SG PHASE II ASSOCIATES LLC AS CONTAINED IN DOCUMENT DATED _____, RECORDED _____ IN THE CAMDEN COUNTY CLERK/REGISTER'S OFFICE IN DEED BOOK _____, PAGE _____.

TOGETHER WITH CROSS ACCESS EASEMENT BETWEEN STONEGATE AT ST. STEPHEN, INC. AND ST. STEPHEN'S R. C. CHURCH, PENNSAUKEN TOWNSHIP, N.J., IN DOCUMENT DATED 9/21/2005, RECORDED 9/21/2005 IN THE CAMDEN COUNTY CLERK/REGISTER'S OFFICE IN DEED BOOK 7953, PAGE 125.

FOR INFORMATIONAL PURPOSES ONLY:

BEING Block: 6001, Lot 73.02

BEING a part of the same land and premises which became vested in St. Stephen's R.C. Church, Pennsauken Township, N.J., a religious corporation of the State of New Jersey, by deed from St. Stephen's R.C. Church, Pennsauken Township, N.J., a religious corporation of the State of New Jersey, dated 6/29/2017, recorded 8/8/2017, in the Camden County Clerk/Register's Office in Deed Book 10680, Page 1944.

And BEING a part of the Deed of Minor Subdivision from St. Stephen's R.C. Church, Pennsauken Township, N.J. to St. Stephen's R.C. Church, Pennsauken Township, N.J., dated _____, recorded _____, in the Camden County Clerk/Register's Office in Deed Book _____, Page _____ to be recorded simultaneously herein.

Bill Orth

From: David Luthman <daluthman@comcast.net>
Sent: Tuesday, May 14, 2019 4:01 PM
To: Bill Orth
Subject: Re: FW: Documentation Regarding Affordable Housing Status - Stonegate II

Yes it is ok. The resolution wording will have to be reworked.

On May 14, 2019 at 3:24 PM Bill Orth <borth@psewer.com> wrote:

Please review Mr. Reynolds' reply to the request for non-profit status of SG Phase II Associates LLC and let me know if it is still ok to proceed with the 50% reduction in connection fee.

Cindi

From: Reynolds, James [<mailto:James.Reynolds@camdendiocese.org>]
Sent: Tuesday, May 14, 2019 3:04 PM
To: Bill Orth
Subject: RE: Documentation Regarding Affordable Housing Status - Stonegate II

Bill, the owner isn't a nonprofit. That is no longer required by the statute in order to get the discount.

The revision that was made in the legislation last year specifically provides as follows:

A county, regional or municipal sewerage authority shall establish within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to section 8 of P.L.1946, c.138 (C.40:14A-8) for new connections to the sewerage system which is to be charged to public housing authorities, to non-profit organizations building affordable housing projects, and to any other affordable housing, including affordable housing units in inclusionary projects.

The change in the statute was specifically to address the issue that most affordable housing developed in the state is not developed in a nonprofit structure.

Please let me know if you or your counsel would like to discuss further.

-Jamie

James M. Reynolds

Executive Director

Diocesan Housing Services Corporation of the Diocese of Camden

1845 Haddon Avenue

Camden, NJ 08103

Tel. 856.342.4130

james.reynolds@camdendiocese.org

From: Bill Orth <borth@psewer.com>

Sent: Tuesday, May 14, 2019 2:47 PM

To: Reynolds, James <James.Reynolds@camdendiocese.org>

Subject: RE: Documentation Regarding Affordable Housing Status - Stonegate II

Jamie:

Thank you for the documentation regarding the Affordable Housing Status. Because the owner of this property is listed as SG Phase II Associates LLC, we need to have the non-profit status confirmed for this project.

Thank you for your assistance in obtaining this.

Regards,

Bill Orth

Executive Director

PENNSAUKEN SEWERAGE AUTHORITY

1250 John Tipton Blvd., PO Box 518

Pennsauken, NJ 08110

856-663-5542 (Office) 856-663-5718 (Fax)

borth@psewer.com

From: Reynolds, James [<mailto:James.Reynolds@camdendiocese.org>]

Sent: Wednesday, May 08, 2019 2:56 PM

To: borth@psewer.com

Subject: Documentation Regarding Affordable Housing Status - Stonegate II

Bill,

Attached, please find a letter requesting the 50% affordable housing connection fee discount, together with a copy of the NJHFMA deed restriction that evidences the project's affordable housing status.

Hard copies to follow via U.S. mail.

Thanks for your help.

Warm regards,

Jamie Reynolds

James M. Reynolds

Executive Director

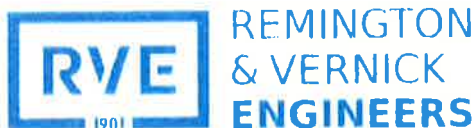
Diocesan Housing Services Corporation of the Diocese of Camden

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May 14, 2019

Pennsauken Sewerage Authority
1250 John Tipton Boulevard
Pennsauken, NJ 08110

Attn: Mr. William Orth
Executive Director

**Reference: Pennsauken Sewerage Authority
Site Plan Review 2 – Proposed Gas Station and Convenience Store
South Crescent Boulevard and North Park Drive
Pennsauken Township – Block 6402; Lots 10 & 11
Our File # 0427N030**

Dear Mr. Orth:

The applicant has submitted a revised site plans and a response to our previous letter. Items to note are as follows:

1. Applicant: Pennsauken Partners, LLC
2. Forms Submitted: Commercial Connection Project Application
3. Proposed Development: Existing Lots 10 and 11 are shown on the provided demolition plan with two existing 1-story buildings 'To Be Removed (TBR)' from Lot 10 and two existing 1-story buildings TBR from Lot 11. On the provided site plan, proposed Lot 11 is shown with a proposed building labeled 'Proposed Convenience Store, 5,051 sf'. A proposed fuel pump area is shown adjacent to the convenience store with 12 fueling positions. The proposed convenience store building includes an exterior grease trap, noted on the detail sheet as 1,500 gallons.

4. Connection Point to Pennsauken Sewerage Authority System:

For Lot 11, the applicant proposes to install approximately 291 LF of 6-inch lateral piping for the proposed convenience store that will connect into a proposed doghouse manhole. The utility plan shows that the applicant proposes to install 1 new manhole, 2 proposed doghouse manholes and relocate approximately 150 LF of an existing 10-inch main that is about a quarter mile south of where the Kaighns Avenue Pump Station force main connects to the gravity system (i.e. relocate a portion of the existing 10-inch TCP main that runs along South Crescent Boulevard, right before North Park Drive). Per correspondence dated April 26, 2019 there is no lateral / connection work proposed for the buildings on Lot 10.

5. Projected Sewage Flow: 2,006 gallons per day (gpd)-based on the following NJAC 7:14A-23.3 flow criteria:

- 1,500 gpd based on 12 fuel filling service stations by 125 gpd per fuel filling station
- 506 gpd based on 5,051 sf by 0.10 gpd per sf of gross floor space

6. Connection Fee: Based upon the Authority’s current schedule, the preliminary minimum connection fee is \$12,778.22 (\$6.37/gpd by 2,006 gpd) based on a new connection. The developer should be aware that the Authority on occasion adjusts its connection fees, and the connection fee rate to be applied will be the rate prevailing at the time of application for the actual sewer connection permit.

Please note this fee is subject to change as this review progresses if a credit is provided for an existing connection.

7. Estimated Connection Date: Not provided

8. Easements: The plans show a proposed sanitary sewer easement for the relocated main. Via April 26, 2019 correspondence the proposed sewer easement description has been provided and revision is required by the applicant. **The proposed easement shall be expanded by 5’ of width to allow for any future maintenance / operation activities.**

9. NJDEP Treatment Works Approval: A TWA application is likely not required for this review. This is based on the submitted plans showing that the project is not expected to generate more than 8,000 gpd and the project is not building, installing, modifying or operating any treatment works such as sewer extensions, sewer interceptors, domestic and industrial wastewater treatment systems, holding tanks, equalization tanks and wastewater treatment and recycling systems.

10. Review Comments:

a. Drawings Reviewed:

Plans were prepared and submitted by Stonefield Engineering and Design, LLC, 15 Spring Street; 2nd Floor, Princeton, NJ (609) 362-6900. Plans pertinent to the proposed sanitary sewer connection that were reviewed consist of the following:

Sheet	Title	Last Revised
C7	Utility Plan	04/25/19
C19	Drainage & Utility Details (2 of 2)	04/25/19
C20	PSA Details	04/25/19

b. Technical Specifications:

Specifications were not submitted for review. A note shall be added to the plans: The Authority's standard specifications govern in case of any variances.

c. Review Comments - to be addressed by Applicant:

1. Sheet C7 (Utility Plan) – The drawing does not show proposed rim elevations for the proposed manholes and the proposed manholes do not show invert elevations differentiated as existing invert and / or proposed invert(s). **It is noted the AutoCAD as-built drawings to be provided shall include but not be limited to surveyed rim and inverts.**
2. As noted above, the proposed sewer easement description as provided with the April 26, 2019 cover letter requires revision. The proposed easement shall be expanded by 5' of width to allow for any future maintenance / operation activities; applicant shall file easement documentation with the County and provide to PSA.
3. For the proposed grease trap, provide the schedule of maintenance for review. It is the applicant's responsibility to design, construct, operate, and maintain the required exterior grease trap in order to comply with Authority's Oil and Grease limit of 100 mg/L. The April 26, 2019 correspondence notes that the schedule of maintenance will be provided prior to construction.

General Comments:

1. The Applicant is responsible for all outside agency approvals for the proposed construction including, but not limited to, NJDEP, Camden County, Township and others as required for construction.
2. The Applicant is subject to any additional comments by the Authority Superintendent.
3. Our office has reviewed and revised the construction cost estimate provided with the submission and the enumerated plans for material quantities in order to confirm the required construction cost estimates. A copy of the cost estimate is attached, which calculates the following performance guarantee and inspection escrows amounts as follows:

Performance Bond Guarantee:	\$67,260.00
Initial Inspection Escrow:	\$3,363.00

4. The developer must schedule a pre-construction meeting. All interested parties must attend this meeting. This meeting shall not be held until the Performance Guarantee is submitted and approved by the Authority Solicitor, the required escrows are in place, and the approved plans have been signed and sealed.
5. The Applicant must notify the Authority at least forty eight (48) hours in advance as to when inspections may be made by an Authority representative before work is covered. Failure to do so may require undue expense on the part of the Applicant to excavate in order for proper inspection to be made

May 14, 2019
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P.S.A.
Proposed Gas Station & Convenience Store

The applicant has addressed our previous drawing review comments and approval for this project has been recommended. The applicant shall submit the above requested items including easement, bond and inspection escrow and schedule the required pre-construction meeting.

This review encompasses only the conceptual engineering aspects for the sanitary sewer facilities shown in the plans. Neither Remington & Vernick Engineers, Inc. nor the Authority can accept liability for the technical design aspects, as this is the sole responsibility of the applicant's engineer. The applicant is responsible for the complete operational capability of the system. Additional review comments may be generated during the review process. All decisions on this matter rest with the Authority. Should you have any questions concerning this review, please feel free to contact us.

Sincerely Yours,

REMINGTON & VERNICK ENGINEERS, INC.

By:



Dennis K. Yoder, P.E., C.M.E.

DKY:elr

cc: Jeffrey A. Martell, P.E., Stonefield Engineering, LLC
Pennsauken Partners, LLC, 102 Centre Blvd.; Unit J, Marlton, NJ 08053
Thom Tillinghast, Superintendent
Ray Longmore, RV Engineers

REMINGTON & VERNICK ENGINEERS

COST ESTIMATE

14-May-19

CLIENT: PSA
 DEVELOPER NAME: Pennsauken Partners, LLC
 BLOCK & LOT: Block 6402; Lot 11
 R&V NO.: 0427N030

QTY	UNIT	ITEM	UNIT COST	PRICE
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SANITARY SEWER FACILITIES

5	UN	6" Sanitary Cleanout (in pavement w/casting)	\$500.00	\$2,500.00
3	UN	4' Sanitary Manholes	\$4,500.00	\$13,500.00
291	LF	6" PVC 0'-7' Deep	\$46.00	\$13,386.00
1	UN	1500 Gal Grease Trap	\$17,500.00	\$17,500.00
158	LF	10" PVC 0'-7' Deep	\$58.00	\$9,164.00

CONSTRUCTION COST: \$56,050.00
 20% CONTINGENCIES: \$11,210.00
 TOTAL IMPROVEMENTS TO BE BONDED: **\$67,260.00**
 5% INSPECTION ESCROW: **\$3,363.00**



May 21, 2019

Mr. William F. Orth, Executive Director
 Pennsauken Sewerage Authority
 1250 John Tipton Boulevard
 Pennsauken, NJ 08110

Re: Monthly Progress Report – April 2019

SEWER CONNECTION APPLICATIONS

Haddon Point Phase 1 (PNSAR0070 / PNSAI0070)

All sanitary sewer mains have been installed and were tested on September 19 and 20, 2018.

	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Connection Fee	\$167,380.00	Bldg. #'s 2-5 \$63,304.00 Bldg. #1 + Clubhouse \$29,140.00 \$92,444.00
Performance Bond	\$119,808.00	Waived
Maintenance Bond	\$9,984.00	Pending

Haddon Point Phase 2 (PNSAR0070 / PNSAI0070)

Contractor began work in Phase 2 on April 15, 2019 installing 8" PVC sanitary sewer pipe and manholes. Work began at the basin and continued west towards the sanitary sewer main installed in Phase 1. The contractor made the connection to the main in Phase 1 and performed the air pressure test and the mandrel tests on the new pipe on May 13th. Each run of pipe passed both tests.

	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Connection Fee	\$121,426.00	Bldg. #1, 5 units \$3,666.00 \$3,666.00
Performance Bond	\$119,808.00	Waived
Maintenance Bond	\$9,984.00	Pending



ALUMINUM SHAPES, LLC (PNSAR0080)

Re-construction connection and installation of a flume and data recorder to meter the flow. The re-construction connection will cross River Road/County Road 543 which will require Camden County approval.

	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Connection Fee	\$1,275.00	Pending
Performance Bond	\$21,528.00	Pending
Maintenance Bond	\$1,794.00	Pending

Nelson Brittin Village (PNSAR0090)

On-site sanitary sewer utility installation is about 80% complete. Buildings 9 & 10 have yet to be constructed so the sanitary sewer laterals to those buildings have not been installed. All other sanitary sewer for the other buildings is complete. The connection to the existing sanitary manhole in the NJDOT ROW has not been made. Sanitary M.H. #1 located long the Federal Street Overpass that will be connected to the existing manhole has been installed.

	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Connection Fee	\$43,589.18	\$43,589.18
Performance Bond	\$225,678.00	Posted
Maintenance Bond	\$18,806.50	Pending

Stonegate Phase 2 (PNSAR0100)

Connection to the sanitary sewer manhole located in the intersection of Witherspoon and Sinkinson Avenues was made on January 2, 2019. A new manhole was installed north of the existing manhole to re-route the sewer main around existing utilities as per the change of plan. The sanitary sewer pipe was installed from the new manhole to another new manhole installed near the entrance to the parking lot and pipe was installed on site and capped. The connection will be made to the building after it is constructed.



	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Connection Fee	\$42,630.50	Pending
Performance Bond	\$13,636.00	Not required
Maintenance Bond	\$1,136.33	Pending

Zippy's Carwash (PNSAR0110)

The contractor has been working on-site installing curb, storm sewer pipe and grading the building pad. No sanitary sewer work has been performed to date. The contractor anticipates beginning the sanitary sewer connection at the end of May.

	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Connection Fee	\$8,918.00	\$8,918.00
Performance Bond	Not required	Not required
Maintenance Bond	Not required	Not required

Hospitality Suites (PNSAR0120)

A final Inspection was performed on January 23, 2019. The sanitary sewer connection was made on August 10, 2018.

	Amount	Paid to Date
Application Fee	\$15.00	\$15.00
Escrow Fee	\$2,500.00	\$2,500.00
Change of Use Fee	\$30,251.13	\$30,251.13
Performance Bond	\$11,134.80	Letter of credit
Maintenance Bond	\$1,000.00	Posted

INFRASTRUCTURE IMPROVEMENT PROJECTS

King Street Pump Station Force Main Extension (PNSA00115)

Field survey for the preparation of base plan mapping for the proposed force main route along Homestead Avenue to Browning Road has been completed. T&M has begun work on the preparation of the contract design documents. It is anticipated that draft



Monthly Progress Report – April 2019

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plans and specifications will be made available for review to the Authority on or before May 24th.

If you should have any questions or require additional information, please do not hesitate to call.

Very truly yours,

T&M ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Jeffrey B. Winegar'.

Jeffrey B. Winegar, P.E.
Group Manager

A handwritten signature in blue ink, appearing to read 'Edwin J. Steck'.

Edwin J. Steck, P.E., C.M.E.
Senior Vice President

Cc: Thomas M. Tillinghast, Superintendent
Marco DiBattista, Treasurer