



# AGENDA

CITY OF CAMDEN

CITY COUNCIL SPECIAL MEETING

*September 29<sup>th</sup>, 2022 – 5:00 p.m.*

*Honorable Angel Fuentes, Council President*

*Honorable Sheila Davis, Vice-President*

*Honorable Marilyn Torres*

*Honorable Felisha Reyes-Morton*

*Honorable Shaneka Boucher*

*Honorable Chris Collins*

*Honorable Nohemi Soria-Perez*

*Honorable Victor Carstarphen, Mayor*

*Daniel S. Blackburn, City Attorney*

*Howard McCoach, Counsel to Council*

*Luis Pastoriza, Municipal Clerk*



# CITY COUNCIL AGENDA

SPECIAL MEETING  
SEPTEMBER 29<sup>TH</sup>, 2022– 5:00 P.M.  
VIRTUAL ZOOM MEETING

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

## ORDINANCE 1<sup>ST</sup> READING

### Office of City Attorney

1. ORDINANCE OF THE CITY OF COUNCIL OF THE CITY OF CAMDEN, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND 1800 DAVIS ASSOCIATES URBAN RENEWAL LLC FOR PROPERTY KNOWN AS 1800 DAVIS STREET PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 ET. SEQ.)

## RESOLUTIONS

### Office of City Attorney

1. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN, COUNTY OF CAMDEN, DETERMINING THAT THE 1800 DAVIS ASSOCIATES URBAN RENEWAL LLC DEVELOPMENT PROVIDES FOR AND MEETS THE AFFORDABLE HOUSING NEED OF THE CITY OF CAMDEN

### Office of City Council

2. RESOLUTION APPOINTING COUNCILWOMAN SHEILA DAVIS AS A CLASS III MEMBER OF THE CITY OF CAMDEN PLANING BOARD FOR A TERM OF ONE (1) YEAR

## PUBLIC COMMENT

ADJOURNMENT

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**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMDEN, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND 1800 DAVIS ASSOCIATES URBAN RENEWAL LLC FOR PROPERTY KNOWN AS 1800 DAVIS STREET PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et. seq.)**

**WHEREAS**, the City of Camden ("City") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the 1800 Davis Associates Urban Renewal, LLC (the "Entity") has or will purchase Block 1395, Lot 39, on the official Tax Map of the City and commonly known as 1800 Davis Street (the "Property") and cause to be constructed and operated (i) a world-class medical space located on the first floor of the building consisting of five thousand and three hundred (5,300) square feet and (ii) approximately forty-seven (47) senior rental units located thereon (the "Project"); and

**WHEREAS**, the Long Term Tax Exemption Law of New Jersey, N.J.S.A. 40A:20-1-4 ("Long Term Tax Exemption Law") permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified as a low and moderate income housing project; and

**WHEREAS**, in accordance with the Long Term Tax Exemption Law, the entity has submitted a written application ("Application") to the City for approval of a tax exemption for the improvements to be rehabilitated and preserved as part of the Project ("Improvement"); and

**WHEREAS**, the Governing Body has heretofore determined, *inter alia*, that the Project would not have been constructed without a tax exemption for the Improvements; and

**WHEREAS**, as part of its Application for tax exemption, the Entity has submitted a form of Financial Agreement ("Financial Agreement") providing for payments in lieu of taxes, a copy of which is attached to this Ordinance as Exhibit "A" which includes exhibits and schedules attached to the Financial Agreement; and

**WHEREAS**, the Governing Body has heretofore determined that exemption from taxation of the Improvements pursuant to the Financial Agreement and receipt by the City of annual service charges in lieu of taxes allows for the preservation and rehabilitation of the Property and is, therefore, in the best interest of the City and is in accordance with the provisions of the Long Term Tax Exemption Law and the public purposes pursuant to which the Project has been undertaken; and

**WHEREAS**, the Governing Body deems it to be in the best interest of the City to adopt an Ordinance authorizing the City to enter into the Financial Agreement with the Entity on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein, including *inter alia* the granting of a tax exemption:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Camden, County of Camden, and State of New Jersey, that the City will enter into a Financial Agreement with the Entity on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein:

1. The Governing Body makes such determinations and findings by virtue of and pursuant to and in conformity with the Long Term Tax Exemption Law.
2. The development of the Project is hereby approved for the grant of a tax exemption under the Long Term Tax Exemption Law by virtue of, pursuant to and in conformity with the provisions of the same.

3. The Financial Agreement and all exhibits and schedules thereto are hereby authorized and approved.

4. The Improvements shall be exempt from real property taxation and in lieu of real property taxes, the Entity shall make payments to the Township of an annual service charge during the term and under the provisions set forth in the Financial Agreement.

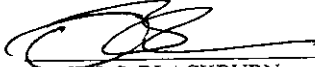
5. Upon adoption of this Ordinance and execution of the Financial Agreement, a certified copy of this Ordinance and the Financial Agreement shall be transmitted to the Department of Community Affairs, Director of the Division of Local Government Services.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

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Date of Introduction: September 29, 2022

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

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ANGEL FUENTES  
President, City Council

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VICTOR CARSTARPHEN  
Mayor

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

EXHIBIT A

FINANCIAL AGREEMENT BETWEEN 1800 DAVIS ASSOCIATES URBAN  
RENEWAL, LLC AND THE CITY OF CAMDEN, NEW JERSEY

**FINANCIAL AGREEMENT PURSUANT TO  
THE LONG TERM TAX EXEMPTION LAW  
N.J.S.A. 40A:20-1 ET. SEQ.**

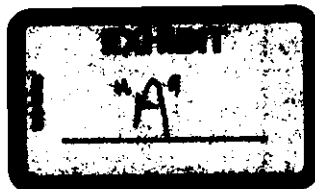
**BETWEEN THE CITY OF CAMDEN  
AND  
1800 DAVIS ASSOCIATES URBAN RENEWAL, LLC.**

This Financial Agreement (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **City of Camden**, a Municipal Corporation of the County of Camden and State of New Jersey, hereinafter referred to as the "City" and **1800 Davis Associates Urban Renewal, LLC**, a New Jersey limited liability company having its principal office at 2 Cooper Street, 14<sup>th</sup> Floor, Camden, New Jersey 08102, hereinafter referred to as the "1800DA-URE, LLC", which is qualified to do business under the provisions of the "Long Term Tax Exemption Law of 1998", as amended, said law being set forth in N.J.S.A. 40A:20-1 through 20 (hereinafter referred to as the "Act").

WITNESSETH:

**WHEREAS**, the project is or will be situated on that parcel of land currently designated as Block 1395, Lot 39 shown on the Official Assessment Map of the City of Camden, and will be comprised of (i) a world-class medical space located on the first floor of the building consisting of five thousand and three hundred (5,300) square feet and (ii) approximately forty-seven (47) senior rental units located thereon (the "Project"). In the event the property constituting the Project is subdivided, 1800DA-URE, LLC agrees to amend this Agreement to reflect the correct block, lots and addresses; and

**WHEREAS**, the City of Camden is authorized pursuant to the Act to grant a real property tax exemption for low to moderate income housing projects located within the City; and



**WHEREAS**, in accordance with the Act, 1800DA-URE, LLC has heretofore made written application to the City for approval of a tax exemption for the Project (“Application”), a copy of which application is attached hereto as Exhibit C; and

**WHEREAS**, City Council by Ordinance MC-\_\_\_\_\_, hereby incorporated into this Agreement and made a part hereof, adopted on \_\_\_\_\_, 2022, approved said Application and the instant Financial Agreement, and a certified copy of such Ordinance of approval is attached hereto as Exhibit “B”; and

**WHEREAS**, the City believes that the in lieu of tax consideration to be given the Project pursuant to this Agreement affords maximum redevelopment of the Property and is, therefore, in the best interest of the City and the health, safety, morals and welfare of its residents and is in accordance with the provisions of the Act and the public purposes pursuant to which the redevelopment of Project’s area of the City has been undertaken and is being assisted in accordance with the applicable provisions of State law:

**NOW THEREFORE**, it is mutually agreed as follows:

1. This Agreement shall be governed by the provisions of the Act, it being expressly understood and agreed that the City relies upon the facts, data and representations contained in the Application, and Redeveloper covenanting and agreeing to use its reasonable best efforts to conform in the development, construction and operation of the Project to the matters and things set forth in the Application; that is, the manner in which 1800DA-URE, LLC proposes to develop, manage and operate the Project and the plans for financing the Project, it being understood, however, with respect to the Project costs, interest rate, financing terms and mortgage amortization, rents and lease terms, that the same are projected and estimated and may be modified as particular circumstances may require, but that in all material respects it is the intent of 1800DA-



URE, LLC to comply as closely as shall be practicable with the information and representations set forth in the said Application. This Agreement shall be subject to the US Department of Housing and Urban Development Davis-Bacon wage requirements.

2. (a) The City hereby grants to 1800DA-URE, LLC to the extent provided in this Agreement exemption from real property taxation on the land comprising the Property and the improvements thereon for a period of not more than thirty (30) years from the "Date of Completion of the Project" (as hereinafter defined). Such tax exemption shall be claimed and allowed in the same or similar manner as in the case of other real property exemptions. In the event that the exemption status changes during a tax year, the procedure for the apportionment of taxes for said year shall be the same as in the case of other changes in the tax exemptions status during the tax year.

(b) As used herein, the term "Date of Completion of the Project" is defined as the date of issuance by the City of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project. If the City issues more than one Certificate of Occupancy for the Project, the parties stipulate that for purposes of establishing the term of the exemption and for ease of administration, the Date of Completion of the Project will be the date on which the City issues the Certificate of Occupancy or Temporary Certificate of Occupancy for the last unit of the Project. 1800DA-URE, LLC shall promptly provide copies of all Certificates of Occupancy or the Temporary Certificates of Occupancy to the Tax Assessor and the Tax Collector along with a request that the tax exemption be implemented. The tax exemption shall commence for each parcel of the Project on the Date of Completion of the Project (the "Effective Date") notwithstanding different parcels or units may be occupied earlier than others. This Agreement shall run for the full thirty (30) years from the Date of Completion of the Project but in no event longer than thirty-five (35) years from

the date of execution of this Agreement, so that the tax exemption for all parcels within the Project shall terminate simultaneously.

3. (a) In consideration for the tax exemption, 1800DA-URE, LLC shall make an annual PILOT payment, as defined below, for municipal services supplied to the Project based on a percentage of the "Gross Shelter Rents" of the Project. The Annual PILOT Payment shall be adjusted from time to time following the submission by 1800DA-URE, LLC's annual Auditor's Report as provided in Section 3(b) below. 1800DA-URE, LLC and the City specifically agree that, in the interpretation and administration of this paragraph:

(i) Gross Shelter Rents shall be calculated by taking the Annual Gross Revenue (defined below) and subtracting therefrom (a) a five percent (5%) vacancy allowance as set forth in Exhibit "D" attached hereto and (b) the costs of the Common Utilities (defined below) paid by 1800DA-URE, LLC;

(ii) the computation of "Annual Gross Revenue" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Annual Gross Revenues shall not include any rental subsidy contributions received from any federal or state program.

(iii) 1800DA-URE, LLC and the City acknowledge that the figures contained in Exhibits B and D are projections only and that the calculation of Gross Shelter Rents will be based on actual income and expenses.

(b) The Annual PILOT Payment, as defined herein, shall be calculated as follows (the "Annual PILOT Payment") :

- (1) Commencing on the Effective Date and continuing for a period of fifteen (15) years thereafter, the Annual PILOT Payment shall be five (5%) of the Project's Annual Gross Shelter Rents;
- (2) Commencing on the fifteenth (15<sup>th</sup>) anniversary of the Effective Date and continuing for a period of five (5) years thereafter, the Annual PILOT Payment shall be the greater of: (i) five percent (5%) of the Project's Annual Gross Shelter Rents, or (ii) twenty percent (20%) of the amount of taxes on the land and improvements otherwise due according to the general law applicable to non-exempt property in the City;
- (3) Commencing on the twentieth (20<sup>th</sup>) anniversary of the Effective Date and continuing for a period of four (4) years thereafter, the Annual PILOT Payment shall be the greater of: (i) five percent (5%) of the Project's Annual Gross Shelter Rents, or (ii) forty percent (40%) of the amount of the taxes on the land and improvements otherwise due according to the general law applicable to non-exempt property in the City;
- (4) Commencing on the twenty-fourth (24<sup>th</sup>) anniversary of the Effective Date and continuing for a period of four (4) years thereafter, the Annual PILOT Payment shall be the greater of: (i) five percent (5%) of the Project's Annual Gross Shelter Rents; or (ii) sixty percent (60%) of the amount of the taxes on the land and improvements otherwise due according to the general law applicable to non-exempt property in the City;
- (5) Commencing on the twenty-eighth (28<sup>th</sup>) anniversary of the Effective Date and continuing for a period of two (2) years thereafter, the Annual PILOT

Payment shall be the greater of: (i) five percent (5%) of the Project's Annual Gross Shelter Rents, or (ii) eighty percent (80%) of the amount of the taxes on the land and improvements otherwise due according to the general law applicable to non-exempt property in the City.

(c) Notwithstanding the provisions of this Agreement to the contrary, the Annual PILOT Payment shall in no case be less than the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation. Notwithstanding the foregoing, the Minimum Annual PILOT Payment shall be \$10,000.00 ("Minimum Annual PILOT Payment"). The Minimum Annual PILOT Payment shall be paid in each year in which the Annual PILOT Payment calculated pursuant to paragraph 3(b) above is less than the Minimum Annual PILOT Payment.

(d) In each year during the term hereof, the Minimum Annual PILOT Payment will be increased as follows commencing on the first anniversary of the first full year after the Date of Completion of the Project: the prior year's Gross Shelter Rents shall be multiplied by 1.5% and that product shall then be multiplied by 5.0% and the amount by which that product shall exceed the prior year's Minimum Annual PILOT Payment shall then be added to the prior year's Minimum Annual PILOT Payment (the "New Minimum Annual PILOT Payment") for that year. Provided, however, in resetting the New Minimum Annual PILOT Payment annually, in no case may the New Minimum Annual PILOT Payment ever exceed the actual Gross Shelter Rents for the prior year utilizing a vacancy allowance of ten (10%) percent in place of the allowance set forth in Paragraph 3(a)(i)(a). Examples of how this shall operate are set forth on Exhibit "E" attached hereto.

(e) The Annual PILOT Payment shall be paid to the City on a quarterly basis, pro rata, in a manner consistent with the City's tax collection schedule.

(f) Water, sewer, gas and electric charges that are for common areas within the Project and not for a specific unit within the Project and water and sewer charges for tenant units (the "Common Utilities") shall be paid by 1800DA-URE, LLC. Each tenant within the Project will pay their own utility charges. The Landlord will pay all water and sewer charges.

(g) The City acknowledges that the rents at the Property are subject to the jurisdiction of HUD, and are not subject to any rent control or rent leveling ordinance of the City.

4. A Financial Plan, showing the anticipated Project funding, and a Fiscal Plan, computing the estimated Annual PILOT Payment, are attached hereto as Exhibit "E" and made a part hereof.

5. 1800DA-URE, LLC further covenants and agrees as follows:

(a) To limit its profits and dividends from operations payable in accordance with the provisions of the Act.

(b) During the period of tax exemption, 1800DA-URE, LLC shall distribute any excess profits earned by it in accordance with N.J.S.A. 40A:20-15. 1800DA-URE, LLC shall have the right to establish and maintain reserves against vacancies, unpaid rentals and contingencies in an amount not exceeding 10% of the gross revenues of 1800DA-URE, LLC for the last full fiscal year preceding the year for which a determination is being made with respect to allowable net profit; and, 1800DA-URE, LLC may retain such part of any excess net profit as may be necessary to eliminate the deficiency, if any, in such reserves.

(c) To pay the Annual PILOT Payment as provided for in paragraph 3 hereof, pro rata on a quarterly basis, in a manner consistent with the municipality's tax collection schedule. In the

event 1800DA-URE, LLC fails to so pay within the time set forth in (d) below, the amount unpaid shall bear the same rate of interest permitted in the case of the unpaid taxes or tax liens on land until paid ("Late Fee"). For the first year after the Effective Date, the Tax Collector shall issue quarterly bills based on the Minimum Annual PILOT Payment set forth in Paragraph 3(d) on a pro-rata basis. Thereafter, pro rata quarterly bills will be based on five percent (5%) of the actual Gross Shelter Rents of the prior year, if same has been provided to the Tax Collector, or five percent (5%) of the prior year's projection of Gross Shelter Rents. Within ninety (90) days after the City's receipt and review of the Auditor's Report described in Paragraph 6(e), the City shall adjust the Annual PILOT Payment to reconcile with 1800DA-URE, LLC's actual Gross Shelter Rents. The City will promptly issue a credit where it is determined that there has been an overpayment or an invoice where it is determined that there has been an underpayment of the Annual PILOT Payment.

(d) The failure of 1800DA-URE, LLC to pay any quarterly installment of the Annual PILOT Payment and/or sewer and water charge payments, in a timely manner shall constitute a violation and breach of this Agreement. With respect to delinquent water and sewer charges, the City shall retain all rights reserved to municipalities under New Jersey law and the Code of the City of Camden, New Jersey Chapters 840 and 675, including the right to proceed against 1800DA-URE, LLC's interest in the property and its ownership interest in the improvements pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:55-1, et seq. In the event that 1800DA-URE, LLC shall fail to pay the Annual PILOT Payment within 30 (thirty) days after said payment is due, then the City shall send written notice to 1800DA-URE, LLC and any Lender entitled to Notice hereunder that said payment is overdue and 1800DA-URE, LLC is in Default under the terms of this Agreement (the "Default Notice"). In the event that 1800DA-URE, LLC fails to

make payment of the delinquent installment of the Annual PILOT Payment and/or sewer and water charges together with the Late Fee within sixty (60) days after the date of the Default Notice, then this Agreement shall terminate on the sixtieth (60<sup>th</sup>) day after the date of the Default Notice.

(e) To submit annually, within ninety (90) days after the close of each of 1800DA-URE, LLC's fiscal years, to the City's Chief Financial Officer and the Municipal Clerk, a financial audit, which audit shall include a note disclosure which both defines and calculates the amount of Annual PILOT Payment due for that audit year, which calculations shall be attested to by the Certified Public Accountant of 1800DA-URE, LLC as to the accuracy of the computation and the compliance with this Agreement. 1800DA-URE, LLC's fiscal year runs from January 1 to December 31. Such auditor's report shall include, but not be limited to, a rental schedule of the improvements, the terms and interest rate on any mortgage associated with the Property and the improvements, and such details as may relate to the financial affairs of 1800DA-URE, LLC and its operation of the improvements and performance under this Agreement.

(f) Following receipt of the annual audit and transmittal letter required by subsection (e) above, the Chief Financial Officer shall modify the Annual PILOT Payment for the then-current calendar year. The remaining amount due on the Annual Pilot payment for the then-current calendar year, following receipt of the audit and transmittal letter, shall be increased (or decreased) by the difference between the audited amount and the Annual Pilot payment being utilized for that year with the intention that, by the end of that calendar year, 1800DA-URE, LLC will have paid an Annual PILOT Payment equal to the amount identified in the most recent audit.

Upon initial review of the audit and schedule of payments stated in the cover letter, the Chief Financial Officer or designee may acknowledge acceptance of the audit and payment schedule while reserving the Chief Financial Officer's right to contest or modify the audit and

payment schedule upon a more detailed examination of the audit. The City may undertake its audit, if at all, not later than 90 days after delivery of 1800DA-URE, LLC's audit above. Should the Chief Financial Officer not issue its preliminary acceptance of the audit and proposed payment schedule before the next quarterly payment is due, then 1800DA-URE, LLC shall continue to make quarterly payments equal to the first quarter payment.

Upon finalizing the audit for the previous year, 1800DA-URE, LLC will have thirty (30) days from receipt of an invoice or other written notice from the City to pay any additional amounts owed for the previous year or that would have been owed in the previous quarters of the current year if the audit had been accepted before those payments were made. Interest and penalties shall not be imposed upon any shortfall for the previous year or previous quarters if payment is made within thirty (30) days of receipt of an invoice or other written notice from the Chief Financial Officer.

(g) If the City and 1800DA-URE, LLC dispute either (i) the correctness of the audit, or (ii) the calculation of the Annual PILOT Payment, either party may, pursuant to N.J.S.A. 40A:20-9f, submit this dispute to the American Arbitration Association in Camden, New Jersey to be determined in accordance with its rules and regulations in such a fashion as to accomplish the purposes of the Act.. The arbitration shall be before one neutral arbitrator to be selected in accordance with the AAA Rules and whose decision shall be rendered in writing. The results of the arbitration shall be final and binding upon the parties, with each party paying its own costs of the arbitration and 50% of the costs of the neutral arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the laws of the State of New Jersey.



(h) Upon request of the City, to permit inspection of the property, equipment, buildings and other facilities of 1800DA-URE, LLC at the Project, and to permit examination and audit of any of its books, contracts, records, documents and papers relating to this Agreement or the Project, by duly authorized representatives of the City, provided same are at reasonable hours on reasonable notice and in the presence of designated representatives of 1800DA-URE, LLC.

(i) At all times prior to the expiration or other termination of this Financial Agreement, to remain bound by the provisions of the Act and other applicable laws of the State of New Jersey, including N.J.S.A. 52:15C-1 et seq.

(j) Not to effect or execute any agreement, lease, conveyance, or other instrument, whereby the Project, or any part thereof, or the use thereof, is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in sale, lease or occupancy thereof, nor to discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in the sale, lease, or rental, or in the use or occupancy of the Project or any improvement erected or to be erected thereon, or any part thereof, and to comply with all State and local laws prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sex or marital status.

(k) That operation under this Agreement shall be terminable by 1800DA-URE, LLC in the manner provided for under the Act.

(l) That 1800DA-URE, LLC's agreement to pay: (i) the Annual PILOT Payment, including the methodology of computation thereof; (ii) water and sewer charges, and (iii) any interest payments due pursuant this Agreement (collectively the "Material Conditions") are material conditions of the Agreement. The Material Conditions shall be deemed independent and

severable, and the invalidity or unenforceability of any other provision or portion of this Agreement shall not affect the enforceability or validity of the Material Conditions.

(m) It shall be the obligation of 1800DA-URE, LLC to make application for and make all reasonable efforts to obtain Certificates of Occupancy for the improvements in a timely manner as identified in the Application. The failure of 1800DA-URE, LLC to use reasonable efforts to secure and obtain the Certificate of Occupancy for the improvements shall constitute a Default by 1800DA-URE, LLC provided the City has reasonably cooperated in processing 1800DA-URE, LLC's request for the issuance of such Certificate of Occupancy. In the event that 1800DA-URE, LLC does not obtain a Certificate of Occupancy within five (5) years after the date hereof then this Agreement will terminate.

6. It is understood and agreed that, commencing on the thirty-first (31st) anniversary of the Effective Date, the tax exemption upon the Project shall thereupon absolutely cease, and the property and improvements comprising the Project shall thereupon be assessed and taxed according to general law as other property in the City is assessed and taxed and, on the date on which the tax exemption upon the Project absolutely ceases, as described above, all restrictions and limitations herein contained as provided by law shall absolutely terminate and be at an end and 1800DA-URE, LLC shall thereupon render its final account to the City.

7. (a) The City, on written application by 1800DA-URE, LLC, will not unreasonably withhold, delay or condition its consent to a transfer of 1800DA-URE, LLC's interest in the Property, the improvements and this Agreement to an entity eligible to operate the Project under the Act (a "Permitted Transferee"), provided: (i) there is at the time of the request no uncured event of default by 1800DA-URE, LLC regarding any performance required of it under this Agreement; (ii) 1800DA-URE, LLC has fully complied with the Act at the time of the request;

and (iii) the Permitted Transferee fully assumes 1800DA-URE, LLC's obligations under this Agreement. Notwithstanding the foregoing, upon written notice by any lender advancing funds to 1800DA-URE, LLC for the development of the Project (a "Lender"), whether or not there is an uncured event of default by 1800DA-URE, LLC under this Agreement, the City will consent to a transfer of 1800DA-URE, LLC's interest in the Property, the improvements, and this Agreement to a Lender or any entity organized, controlled or designated by the Lender (a "Lender Transferee") which succeeds to the interest of 1800DA-URE, LLC in the Property and the improvements as a result of the foreclosure of the leasehold mortgage held by the Lender or by assignment of such interest to the Lender Transferee in lieu of foreclosure, provided that the Lender Transferee complies with the requirements of the Act and continues to operate the improvements as contemplated by this Agreement. Upon the assumption by the Permitted Transferee and/or Lender Transferee of the remaining obligations under this Agreement, the tax exemption of the improvements of the Project shall continue and inure to the Permitted Transferee and/or Lender Transferee, their respective successors or assigns.

(b) The City and 1800DA-URE, LLC acknowledge that subsequent changes or expansions within the area of the Project may occur which may not now be in the contemplation of the parties. In connection with such changes or expansions, the City agrees that unimproved portions of the Project area (including surface parking areas) may be withdrawn by 1800DA-URE, LLC from the coverage of this Agreement upon written notice to the City. Any such withdrawals shall not affect the continued applicability of the Agreement to the remainder of the Project.

(c) The City recognizes and acknowledges that 1800DA-URE, LLC is a New Jersey limited liability company and as such intends to sell ownership interests in 1800DA-URE, LLC through syndication of certain low income housing tax credits allocated to 1800DA-URE, LLC.

The City specifically recognizes and consents to such syndication and sale or resale of ownership interests in 1800DA-URE, LLC.

8. 1800DA-URE, LLC may at any time after the expiration of one (1) year from the Date of Completion of the Project notify the City that, as of a certain date designated in said notice, it relinquishes its tax exemption status as to all or any designated portion of the Project. As of the date so set, the tax exemption, the service charges, the profit restrictions and all other restrictions and limitations imposed by this Agreement or by the Act shall terminate as to the Project or any designated portion of the Project, as applicable.

9. Upon any termination of such tax exemption, obligations and restrictions, whether by affirmative action of 1800DA-URE, LLC as provided in paragraph 8 above or by the provisions of the Act or pursuant to this Agreement, and subject to paragraph 5(d) above, the date of such termination shall be deemed to be the end of the fiscal year of 1800DA-URE, LLC, and within ninety (90) days after the date of such termination 1800DA-URE, LLC shall pay to the City a sum equal to the amount of the reserve described in Section 6(b) above, if any, maintained pursuant to N.J.S.A. 40A:20-16, as well as the excess profit, if any, payable pursuant to N.J.S.A. 40A:20-16, and pursuant to paragraph 5 of this Financial Agreement by reason of the treatment of such date as the end of the fiscal year.

10. Unless otherwise provided by law, neither 1800DA-URE, LLC nor any of its partners (or members of any of its partners), officers, employees, members, or Trustees shall be personally liable under this Agreement for the payment of the Annual PILOT Payment nor for the payment of any tax or assessment which may be levied or assessed against any land or building now or hereafter constituting all of or a portion of the Project.

11. (a) Any notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if sent registered or certified mail, postage prepaid and return receipt requested, or delivered personally and, in the case of 1800DA-URE, LLC, addressed to: 1800 Davis Associates Urban Renewal, LLC, 2 Cooper Street, P.O. Box 90708, Camden, NJ 08101; and, in the case of the City, addressed to the Municipal Clerk of Camden, New Jersey, with a copy to the City Attorney, each of the foregoing having an address for this purpose at City Hall, 520 Market Street, Room 419, P.O. Box 95120, Camden, New Jersey 08101-5120; or to any such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the others as provided in this paragraph.

(b) Whenever the City shall deliver any notice or demand to 1800DA-URE, LLC with respect to any breach or default by 1800DA-URE, LLC in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Lender, provided the City has received notice of the name and address of such Lender.

(c) (1) After any breach or default under this Agreement, each Lender shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default in accordance with Section 6(d) above.

(2) Any such Lender who shall cure or remedy any breach or default under this Agreement shall be entitled to the benefits of the tax exemption previously granted to 1800DA-URE, LLC pursuant to the Act and this Agreement, to the same extent that 1800DA-URE, LLC would then have been if no default had occurred.

12. (a) Except as set forth in Paragraph 5(g), in the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New

Jersey by an appropriate proceeding to settle and resolve said dispute in such fashion as will tend to accomplish the purpose of the Act, including the termination of the exemption. In the event that the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in Camden, New Jersey utilizing the arbitration process as set forth in paragraph 5(g) above.

(b) Anything in the foregoing to the contrary notwithstanding: (i) any dispute between the parties hereto concerning any provision of this Agreement shall be governed by the laws of the State of New Jersey; and (ii) no arbitrator shall have the power or authority to amend, alter, or modify any part of this Agreement, in any way. In the event of any inconsistency between the terms of this Agreement and the Act, such ambiguity or inconsistency shall be rendered in favor of the Act.

13. 1800DA-URE, LLC agrees to enter into an agreement with the Housing Authority to submit an Affirmative Action Plan prior to the execution of this Agreement to the Housing Authority for approval if determined satisfactory by the Housing Authority Section 3 Compliance Officer and to thereafter comply with said Plan during the construction phase, including submitting such documents as are requested from the Housing Authority's Section 3 Compliance Officer for the purpose of determining 1800DA-URE, LLC's compliance with its Affirmative Action Plan. If 1800DA-URE, LLC fails to comply with the Affirmative Action Plan, such failure could lead to sanctions by the Housing Authority for failing to comply with Section 3 and/or NJ HMFA Affirmative Action requirements and/or constitute an event of default and be cause for the City to implement paragraph 12 of this Agreement.

14. It is understood and agreed that in the event the City shall be named as a party defendant by a third party in any action brought against 1800DA-URE, LLC by reason of any

breach, default, or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1, et seq., as a result of the actions or inaction of 1800DA-URE, LLC, 1800DA-URE, LLC shall indemnify and hold the City harmless and shall further defend any such action at its own expense.

15. If any clause, sentence, subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

16. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

17. This Agreement shall be binding upon and inure to the benefit of 1800DA-URE, LLC, the City, and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by the Mayor, and 1800DA-URE, LLC has caused this Agreement to be duly executed on its behalf by duly authorized officers, all as of the day and year first above written.

WITNESS:

\_\_\_\_\_

1800 DAVIS ASSOCIATES URBAN  
RENEWAL, LLC

By: MM 1800 Davis-Michaels, LLC  
Its Managing Member

\_\_\_\_\_  
John J. O'Donnell, President

ATTEST:

\_\_\_\_\_  
Name: Luis Pastoriza  
Title: City Clerk

By: \_\_\_\_\_  
Name: Victor Carstarphen  
Title: Mayor

Authorized by Ordinance  
MC-\_\_\_\_\_. This Agreement has  
been approved as to form:

\_\_\_\_\_  
City Attorney



**EXHIBIT A  
PROPERTY**

**EXHIBIT B**  
**ORDINANCE APPROVING THE APPLICATION AND FINANCIAL AGREEMENT**

**EXHIBIT C  
APPLICATION**

**EXHIBIT D**  
**FISCAL PLAN AND GROSS REVENUE PROFORMA**

**EXHIBIT E**  
**EXAMPLES OF MINIMUM ANNUAL PILOT PAYMENT**

**CITY OF CAMDEN**  
**CITY COUNCIL REQUEST FORM**

Council Meeting: September 29, 2022
-------------------------------------

**TO:** Timothy Cunningham, Business Administrator

**FROM:** Daniel S. Blackburn, City Attorney

**Department Making Request:** Office of the City Attorney

**TITLE OF ORDINANCE OR RESOLUTION:**

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMDEN, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND 1800 DAVIS ASSOCIATES URBAN RENEWAL LLC FOR PROPERTY KNOWN AS 1800 DAVIS STREET PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et. seq.)


**BRIEF DESCRIPTION OF ACTION:**

1800 Davis Associates Urban Renewal, LLC has or will purchase Block 1395, Lot 39, on the official Tax Map of the City and commonly known as 1800 Davis Street to construct and operated (i) a world-class medical space located on the first floor of the building consisting of five thousand and three hundred (5,300) square feet and (ii) approximately forty-seven (47) senior rental units located.

**APPROPRIATION ACCOUNT TO BE CHARGED:** n/a

**AMOUNT OF PROPOSED CONTRACT** n/a

**Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**  
 For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by City Attorney:	<u>9.27.22</u>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Business Administrator:	_____	_____

	(Name) Please Print		(Extension #)
Prepared By:	<u>Dionne Giles</u>		<u>X7185</u>
Contact Person:	<u>Daniel S. Blackburn, City Attorney</u>		<u>X7170</u>

**Please note that the Contact Person is the point person for providing pertinent information regarding request. If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.**

**\*\*\*\*Please attach all supporting documents\*\*\*\***

**STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	<b>Camden</b>
--------------	---------------

Professional Service or EUS Type	<b>PILOT Agreement (Long Term Tax Exemption)</b>
Name of Vendor	<b>1800 Davis Associates Urban Renewal LLC</b>
Purpose or Need for service:	<b>To renew lease agreements of City property located at 1000 N. *6<sup>th</sup> Street and 701 Carl Miller Blvd. for Health Centers.</b>
Contract Award Amount	
Term of Contract	<b>20 Years</b>
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	<b>No</b>
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

\_\_\_\_\_  
Mayor's Signature\*

Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

\*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.  
\_\_\_\_\_ Funding Source for this action

\_\_\_\_\_  
Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

\_\_\_\_\_  
Certifying Officer

Date \_\_\_\_\_

***For LGS use only:***

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_



DB  
09-29-22

R-1

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN, COUNTY OF CAMDEN, DETERMINING THAT THE 1800 DAVIS ASSOCIATES URBAN RENEWAL LLC DEVELOPMENT PROVIDES FOR AND MEETS THE AFFORDABLE HOUSING NEED OF THE CITY OF CAMDEN**

WHEREAS, 1800 Davis Associates Urban Renewal, LLC (hereinafter referred to as the "Sponsor") proposes to construct an approximately 47 unit senior housing development that includes world-class medical services from Virtua Health System (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., (together the "HMFA Law") and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirement") within the City of Camden (hereinafter referred to as the "Municipality") on a site described as Lot 39, Block 1395 as shown on the Official Assessment Map of the City of Camden, Camden County; and

WHEREAS, the Project will be subject to the HMFA Requirements and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

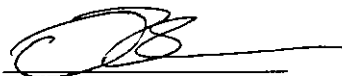
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Camden (the "Council") that:

- (1) The Council finds and determines that the approximately 47 unit senior affordable housing development proposed by the Sponsor meets or will meet an existing housing need in the City;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Requirements to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 53:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: September 29, 2022

The above has been reviewed and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

**CITY OF CAMDEN  
CITY COUNCIL REQUEST FORM**

Council Meeting: September 29, 2022

**TO:** Timothy Cunningham, Business Administrator

**FROM:** Daniel S. Blackburn, City Attorney

**Department Making Request:** Office of the City Attorney

**TITLE OF ORDINANCE OR RESOLUTION:**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN, COUNTY OF CAMDEN, DETERMINING THAT THE 1800 DAVIS ASSOCIATES URBAN RENEWAL LLC DEVELOPMENT PROVIDES FOR AND MEETS THE AFFORDABLE HOUSING NEED OF THE CITY OF CAMDEN


**BRIEF DESCRIPTION OF ACTION:**

1800 Davis Associates Urban Renewal, LLC proposes to construct an approximately 47 unit senior housing development that includes world-class medical services from Virtua Health System

**APPROPRIATION ACCOUNT TO BE CHARGED:** n/a

**AMOUNT OF PROPOSED CONTRACT** n/a

**Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**  
*For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance*

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	<u>9.27.22</u>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	_____	_____

	<b>(Name) Please Print</b>	<b>(Extension #)</b>
Prepared By:	<u>Dionne Giles</u>	<u>X7185</u>
Contact Person:	<u>Daniel S. Blackburn, City Attorney</u>	<u>X7170</u>

**Please note that the Contact Person is the point person for providing pertinent information regarding request. If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.**

**\*\*\*\*Please attach all supporting documents\*\*\*\***

FUENTES  
9/29/2022

R-2

**RESOLUTION APPOINTING COUNCILWOMAN  
SHEILA DAVIS TO THE PLANNING BOARD  
AS A CLASS III MEMBER, FOR A ONE (1) YEAR TERM  
COMMENCING SEPTEMBER 30, 2022 AND ENDING SEPTEMBER 29, 2023**

WHEREAS, N.J.S.A. 40:55D-23 authorizes the City Council of the City of Camden to reappoint a member of the governing body as the Class III member to the City of Camden Planning Board; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby appoints, At-Large Camden City Councilwoman SHEILA DAVIS as the Class III member to the City of Camden Planning Board for a one (1) year term, commencing September 30, 2022 and ending September 29, 2023.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27bbb-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: September 29, 2022

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



Camden City Council  
**RESOLUTION / ORDINANCE REQUEST FORM**

---

DATE: September 21, 2022

Council Meeting Date: September 29, 2022

FROM: Councilperson

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Angel Fuentes, President    | <input type="checkbox"/> Shaneka Boucher, 1 <sup>st</sup> Ward      |
| <input type="checkbox"/> Sheila Davis, Vice President, At-Large | <input type="checkbox"/> Christopher Collins, 2 <sup>nd</sup> Ward  |
| <input type="checkbox"/> Nohemi Soria-Perez, At-Large           | <input type="checkbox"/> Marilyn Torres, 3 <sup>rd</sup> Ward       |
|   | <input type="checkbox"/> Felisha Reyes-Morton, 4 <sup>th</sup> Ward |

**Action Requested:**

**RESOLUTION APPOINTING COUNCILWOMAN  
SHEILA DAVIS TO THE PLANNING BOARD  
AS A CLASS III MEMBER, FOR A ONE (1) YEAR TERM  
COMMENCING SEPTEMBER 30, 2022 AND ENDING SEPTEMBER 29, 2023**

---

\*\*\*\*Please attach any supporting documents

*Angel Fuentes/mr*

\_\_\_\_\_  
Signature of Councilperson

09/21/2022

\_\_\_\_\_  
Date