

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
DOCUMENT CHECKLIST**

AFFORDABLE HOUSING (AHGS) PROJECTS

The Agency intends to provide AHGS financing for this project in conjunction with Federal Low Income Housing Tax Credits as well as projects receiving funding from other programs, such as the 4% federal Low Income Housing Tax Credit Program, the federal New Markets Tax Credit Program, and the New Jersey Affordable Housing Trust Fund. The requirements listed in this checklist must be satisfied prior to a Mortgage Commitment and for Post-Closing auditing/reporting.

DATE:

PROJECT NUMBER:

PROJECT NAME:

Project Address:

Block:

Lot:

of Units:

Type of Tax Credits:

Set Aside:

Const. Period:

PARALEGAL:

Phone #:

DAG:

Phone #:

CREDIT OFFICER:

Phone #:

SPONSORING ENTITY:

OWNER:

(Please note if same as Sponsoring Entity)

Address:

Phone#:

OWNER CONTACT:

Phone#:

SPONSOR'S ATTORNEY:

Address:

Phone#:

Code to Document Requirements:

A - Document Received and Approved

NA - Not Applicable

R - Document Received and either (1) Under review or (2) Requires modification or update as indicated

* - An asterisk indicates that a New Jersey Housing and Mortgage Financing Agency form document must be used

All items are required to be submitted by the sponsoring team unless otherwise noted.

REQUIREMENTS FOR AHGS APPLICATION/COMMITMENT

___ Uniap

___ Tax Credit Award Reservation Letter signed by Sponsor

___ Executed Carryover Allocation, Binding Forward Commitment and/or Tax Credit Exchange Approval Letter (if applicable)

___ Project narrative detailing the COVID cost overruns

___ Proforma – Form 10 / Cash Flow*

___ Financing Commitments

___ Detailed cost breakdown comparisons, including quantities, labor and material take-offs.

___ Cost backup for specific construction categories affected by COVID-19, including but not limited to: materials, equipment purchasing, appliances.

___ Evidence of Value Engineering efforts: Architect of Record to provide scope of work indicating substitution/changes, along with revision pages for drawings and specifications.

___ For projects under construction, provide fully executed Change Order along with justifications, and additional labor and materials costs in excess of original line items.

___ A “firm” commitment of equity from a tax credit investor affirming that pricing has/ will not be reduced due to the award of AHGS funding.

___ Evidence of 50% developer fee deferral.

___ Site Inspection Report (prepared by NJHMFA)

___ **Construction Documents and Project Manual (in CSI format) must be submitted electronically in PDF format, and shall consist of Final (100%) Contract Documents showing all required construction details, cross-sections, and other information necessary to**

constitute a construction-ready set of project construction documents consistent with the construction contract and with all sheets bearing the same date. The drawing set must include, at a minimum:

- Approved Final Site Plans and Final Subdivision Plans (if applicable);
- Civil Engineering Drawings;
- Architectural Drawings; - Mechanical/Electrical/Plumbing (MEP) Drawings; - Structural Drawings; - Fire Alarm/Suppression Drawings;
- All required construction details; and,
- A detailed project cost estimate by trade.

- _____ Copy of Evidence of Site Control
 - _____ Deed
 - _____ Option Agreement
 - _____ Contract of Sale
 - _____ Redevelopment Agreement
 - _____ Ground Lease or Option to Enter into Ground Lease (keep in mind it is not the same as the Option Agreement listed above)

- _____ Phase I Environmental Assessment Report

- _____ Phase II Environmental Assessment Report, if applicable

- _____ Geotechnical Report

- _____ Survey (2 Sealed Originals Certified to Sponsor, NJHMFA and Title Company)

- _____ Certified Land Description

AHGS Sponsors awarded federal Low-Income Housing Tax Credits, Tax Exempt financing under the Internal Revenue Code, or other HMFA financing must refer to the applicable checklist which will take precedence in the case of a conflict with this checklist

CLOSING REQUIREMENTS

SPONSOR:

- _____ Formation Certificate for Sponsor and Managing Entity (*New Jersey Secretary of State Authorization to do Business in New Jersey for any Out-of-State Sponsoring Entity*)
 - _____ Certificate of Limited Partnership
 - _____ Certificate of Formation (Limited Liability Company)
 - _____ Certificate of Incorporation (required for a corporate sponsor and for any corporate general partner or managing member and for any corporate limited partner assigning syndication proceeds)

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- ___ Certificate of Formation for Managing Member

- ___ Corporate Certification and Questionnaire*
 - ___ Sponsoring Entity
 - ___ General Partner (Limited Partnership)
 - ___ Managing Member (Limited Liability Company)
 - ___ Other entity owning 10% or greater interest in sponsoring entity

- ___ Operating Agreement for Sponsoring entity and General Partner(s) or Managing Member(s) (as applicable) ***HMFA Statement required for sponsoring entity only – language at the end of the checklist*** (Final version needed at Closing)

- ___ Personal Questionnaire for Directors and Officers of Sponsoring Entity, Individuals Serving as General Partner or Managing Member, and any individual owning 10% or greater interest in sponsoring entity*

- ___ Criminal Background Check for Directors and Officers of Sponsoring Entity, Individuals Serving as General Partner or Managing Member, and any individual owning 10% or greater interest in sponsoring entity*

- ___ Certificate of Good Standing, from State of Formation, for Sponsoring Entity and All General Partner(s) or Managing Member(s) and for Limited Partner(s) Assigning Syndication Proceeds- Current within 30 days of closing

- ___ Title Insurance Commitment
 - ___ Tax Search
 - ___ Assessment Search
 - ___ Municipal Water/Sewer Utility Search
 - ___ Judgment Search
 - ___ Corporate Status and Franchise Tax Search
 - ___ Flood Certification
 - ___ Closing Protection Letter for Title Officer Attending Closing
 - ___ Survey Endorsement
 - ___ Title Rundown Confirmation (in writing)
 - ___ Copies of All Instruments of Record
 - ___ Environmental 8.1 Endorsement

- ___ Insurance as approved by Insurance Division along with policy covering Project naming HMFA as: a) Mortgagee, b) Loss Payee and c) Additional Insured - original policy with paid receipt

- ___ Certificate of Occupancy covering all units

- ___ Filed Notice of Settlement

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- ___ Deed Evidencing Title in Sponsor's Name (If Ground Lease – Fully Executed Ground Lease)
- ___ Mortgagor's Affidavit of Title*
- ___ Resolution to Borrow*
- ___ Counsel Opinion from Sponsor's Attorney*
- ___ Closing Bills (if any), including any payoff letters for mortgages being discharged: invoices for payment; paid invoices and cancelled checks for reimbursement ***ALL DISBURSEMENTS MUST BE PAID TO A VENDOR EXCEPT HMFA APPROVED REIMBURSEMENTS***
- ___ Release from general contractor*
- ___ Releases from all subcontractors*
- ___ Consent of Surety to final payment to Contractor (AIA form)
- ___ Sponsors Development Cost Audit
- ___ Street Vacation Ordinances
- ___ Financing Commitments from Other Funding Sources (if updates since Commitment)
- ___ Executed Rental Assistance Agreements, if applicable
- ___ AHGS Loan Commitment Letter from DCA Commissioner/HMFA Executive Director

SPONSOR'S ARCHITECT//ENGINEER:

- ___ Final Contract Drawings and Specifications
- ___ Evidence of completion of Environmental Remediation Plans (if applicable)

SPONSOR'S CONTRACTOR:

- ___ Permanent Guarantee (*if required by first mortgage lender NJHMFA to be named as obligee*)

NJHMFA (All documents in this section will be prepared and/or obtained from by NJHMFA):

- ___ AHGS Loan Documents*

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- Loan Agreement and Deed Restriction
- Mortgage Note
- Mortgage
- Subordination, Non-Disturbance and Attornment Agreement (with a ground lease)
- Other: _____

Tax Credit Documents* (Check Which Applies)

- 42M Letter (for projects using tax-exempt financing) OR
- Reservation Letter (for projects awarded competitive tax credits)
- Carryover Allocation or Binding Forward Commitment or 8609
- Tax Credit Deed Restriction
- Tax Credit Reservation fee

POST CLOSING:

- Title Policy
- Recorded Documents

NJHMFA Provisions to By-Laws of Corporation:

The Corporation acknowledges that any review of the provisions of these By-Laws by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") is performed in accordance with its responsibility as Lender and is intended only to assure that the Corporation is validly formed according to law, with the legal authority to borrow the funds which will constitute the NJHMFA Mortgage Loan and to operate the Property securing the NJHMFA Mortgage Loan. Notwithstanding any other provisions herein, the Corporation acknowledges and agrees that as a condition of obtaining the NJHMFA Mortgage Loan, that the NJHMFA statutes, rules and regulations and all the financing documents in connection with the NJHMFA Mortgage Loan, are applicable to the Corporation and the Property securing the NJHMFA Mortgage Loan. The Corporation further acknowledges that, except as contained in this Section, the NJHMFA makes no representations express or implied, as to these By-Laws; and the Corporation and the Shareholders shall not rely upon the NJHMFA review of these By-Laws.

HMFA Provisions to Partnership Agreements:

The Partnership acknowledges that any review of the provisions of this Agreement by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") is performed in accordance with its responsibility as Lender and is intended only to assure that the Partnership is validly formed according to law, with the legal authority to borrow the funds which will constitute the NJHMFA Mortgage Loan and to operate the Property securing the NJHMFA Mortgage Loan. Notwithstanding any other provisions herein, the Partnership acknowledges and agrees that as a condition of obtaining the NJHMFA Mortgage Loan, that the NJHMFA statutes, rules and regulations and all the financing documents in connection with the NJHMFA Mortgage Loan, are applicable to the Partnership and the Property securing the NJHMFA Mortgage Loan. The Partnership further acknowledges that, except as contained in this Section, the NJHMFA makes no representations express or implied, as to this Agreement; and the Partnership and the Partners shall not rely upon the NJHMFA review of this Agreement.

NJHMFA Provisions to Operating Agreement of Limited Liability Company (L.L.C.):

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The Company acknowledges that any review of the provisions of this Operating Agreement by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") is performed in accordance with its responsibility as Lender and is intended only to assure that the Company is validly formed according to law, with the legal authority to borrow the funds which will constitute the NJHMFA Mortgage Loan and to operate the Property securing the NJHMFA Mortgage Loan. Notwithstanding any other provisions herein, the Company acknowledges and agrees that as a condition of obtaining the NJHMFA Mortgage Loan, that the NJHMFA statutes, rules and regulations and all the financing documents in connection with the NJHMFA Mortgage Loan, are applicable to the Company and the Property securing the NJHMFA Mortgage Loan. The Company further acknowledges that, except as contained in this Section, the NJHMFA makes no representations express or implied, as to this Operating Agreement; and the Company and the Members shall not rely upon the NJHMFA review of this Operating Agreement.