SELECTION, UNDERWRITING & FINANCING GUIDELINES & POLICY

Multifamily Programs and Lending
(Construction and/or Permanent)

Please Take Notice

These underwriting guidelines, policies, procedures, and forms may be amended from time to time due to changes in market conditions and/or changes in the HMFA's housing policies or initiatives. Such amendments may occur without notice and are applicable to all pending and future applications. Applicants are, therefore, responsible for contacting the HMFA to ascertain whether or not there have been any changes since the date of these guidelines and for complying with such changes.

Note: These guidelines pertain only to the HMFA Multifamily Programs stated herein. Requirements for other funding sources (including Low Income Housing Tax Credits) may differ. It is recommended that project underwriting adhere to the most restrictive requirements of all funding sources to ensure the requirements of all programs are complied with.

Please note the CDBG-FRM Program closed in 2023. Please refer to the round specific guidelines for details on the FRM Program.

Eligible Sponsors

Qualified housing sponsors are defined as qualified for-profit and nonprofit housing sponsors, preferably with experience in providing housing; or, associations of persons organized under the New Jersey Statutes; or any corporation having for one of its purposes the improvement of realistic opportunities for low-and moderate-income housing, and appearing capable, by virtue of past activities, qualifications of staff or board, or other features, to develop and operate housing projects.

Sponsoring entity must be formed for the sole purpose of owning and operating the project and shall own no other assets unrelated to the project.

NOTE: HMFA will not consider any new/additional financings to sponsors or their principals who currently have an outstanding HMFA mortgage loan(s) and who: (1) are more than twelve (12) months delinquent on said mortgage loans(s) unless the sponsor develops and provides a written workout plan that is acceptable to the HMFA Executive Director and Chief Financing Officer and is compliant therewith, or (2) have been served with a notice of default, monetary or otherwise pursuant to the mortgage loan documents, unless and until (a) such default has been cured by the /sponsor to the satisfaction of the Executive Director or, if applicable, the HMFA Board, or (b) sponsor develops and provides a written workout plan that is acceptable to the HMFA Executive Director and Chief Financing Officer or, if applicable, the HMFA Board, and is compliant therewith.

Nothing in the foregoing is intended to limit the rights of the Agency to exercise its remedies under the mortgage loan documents at any time.

Types of Rental Housing

Family, Senior, Preservation, inclusive of Special Need Units. 100% Supportive Housing projects are not eligible for Multifamily bond financing. Project Sponsors seeking 100% Supportive Housing Financing should refer to the Supportive Housing Programs.

Loan Options

Construction only, Construction and Permanent, and Permanent only.

Types of Financing Structures

Tax exempt financing, Taxable financing, Mixed use, and Mixed income, Conduit only financing and Conduit financing.

Eligible Projects

The Sponsor must obtain a resolution of need from the municipality <u>or a municipal ordinance and letter from the municipal clerk authorized under the provisions of P.L. 2024, c.5,</u> in which the project will be located reciting that there is a need for the particular housing project in that municipality.

"Scattered site project" means a project that consists of buildings which are not all proximate to one another but located within the same municipality. The entire project must be included within a municipally approved redevelopment area. The Agency must determine that a scattered site project would be a compliment to the municipality's overall redevelopment plan. A project that is complementary to an overall redevelopment plan will be found to have a positive impact on the neighborhood by improving the health, safety and welfare of the residents. To be considered an eligible project, each building must meet one or both of the following criteria: (1) be within ½ mile of a rail, light rail, subway, ferry, or major bus corridor station (2) within an approximate ½ mile radius of the most central project building. Additionally, each building must be underwritten as self-supporting and the developer will be responsible for providing personal guarantees or other acceptable credit enhancement on each building as security against the aggregate loan. The developer must also demonstrate that management and operations of these scattered properties is possible and efficient.

Commencement of construction on projects seeking construction-only or construction and permanent financing is prohibited until closing on Agency financing.

Commencement of construction on projects seeking permanent-only financing is prohibited until commitment on Agency financing.

Should emergency circumstances arise that support a potential exception to this prohibition, the Agency will review such emergent requests on a case-by-case basis.

Requests must be submitted by the Sponsor and a formal written decision rendered by the Agency prior to the start of construction.

Any such request must be submitted in writing by the Sponsor on company letterhead. The written request shall include an explanation of circumstances, assessment of the burden of delay, risk-benefit analysis for early start, and substantive supporting documentation for justification.

Tax Abatement

To the extent possible, the sponsor should obtain a municipal resolution granting a real estate tax abatement and authorizing an agreement for payments in lieu of taxes ("P.I.L.O.T.") for the project under the HMFA's statute, N.J.S.A. 55:14K-37, during the mortgage term. Typically, it is more beneficial to the project if a tax abatement is obtained pursuant to the HMFA's statute rather than the Long-Term Tax Exemption Statute.

In general, the HMFA has found that a project without a tax abatement or a project with a tax abatement under the Long-Term Tax Exemption statute has trouble demonstrating financial feasibility. Lack of a tax abatement pursuant to the HMFA's statute may raise the risk to the HMFA and therefore may require additional security in the form of increased debt service coverage and/or the escrow of additional funds.

Financing Options

Projects Using Federal Funds,

For all projects using federal funds: The project sponsor shall ensure that the project complies with all applicable federal and/or State statutory and regulatory requirements concerning, but not limited to, environmental review, fair housing, Uniform Relocation

Act, Section 3 of the Housing and Urban Development Act of 1968 compliance, compliance with the Davis-Bacon Act as well as all other labor standards provisions, and equal opportunity requirements and compliance with the Office of Management and Budget ("OMB") Circular A-87.

Tax Exempt Bonds

Projects using tax-exempt financing are subject to restrictions under the Internal Revenue Code, which requires that either a minimum of 20% of the units must be occupied by persons earning 50% or less of median income or a minimum of 40% of the units must be occupied by persons earning 60% or less of median income. Income averaging requires 40% of the units in a housing project average 60% of median income. Refer to the Compliance Monitoring Manual for additional requirements for income averaging.

Tax Exempt Rules for Residential Rental Property

Section 142(d) of the IRS code and the applicable regulations there under defines a residential rental project as a building or structure, together with any functional related and subordinate facilities, containing one or more similarly constructed units which (i) are to be used on other than a transient basis, (ii) are available to the general public and (iii) satisfy the continuous rental and low or moderate income occupancy requirements. Hotels, motels, dormitories, fraternity and sorority houses, rooming houses, hospitals, nursing homes, retirement homes, sanitariums, rest homes, and trailer parks are not residential rental projects.

A residential project should also be composed of qualifying units, together with facilities functionally related and subordinate thereto. Buildings and structures which have similar constructed units are treated as part of the same residential rental project if they are in proximity to one another (located on a parcel or parcels of land which are contiguous except for the interposition of a road, street, stream or similar property), are owned by the same person for Federal tax purposes, and are financed pursuant to a common plan (i.e., by bonds issued under the same indenture).

Tax Exempt Rules for Complete Living Units

Section 142(d) of the IRS code and the applicable regulations there under defines a complete unit as any accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation, which may be served by centrally located equipment such as air conditioning or heating. The Regulations provide as an example of a "unit" an apartment containing a living area, a sleeping area, bath and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator and sink, all separate and apart from other apartments.

Tax Exempt Bonds
Volume Cap Tax Credit

The HMFA may finance projects utilizing tax-exempt bonds with the intention of being eligible for credits on 100% of the projects' eligible basis by satisfying the requirements established by the Internal Revenue Service 50% (the HMFA uses 55% as a safe harbor) of aggregate basis test.

Meeting the 55% test is often achieved through the provision of two first mortgage notes. The first note is sized based upon the amount of debt that can be amortized in accordance with the HMFA's underwriting standards. The second note is sized based upon the difference between the first note and that amount of funding needed to achieve 55% coverage of the aggregate costs. The sponsor must demonstrate a source of funds to pay off the second note, which must be collateralized in a form satisfactory to the HMFA. The determination that a project meets the 55% test and the term of the debt to be retired is subject to HMFA bond counsel opinion.

Taxable Bonds

The HMFA can issue bonds that are not exempt from federal taxation and utilize the proceeds to fund mortgages.

Maximum Loan Amount

For nonprofit sponsors, the maximum loan amount may not exceed the lesser of (a) 100% of the total project costs, (b) the amount that can be amortized by the project, as determined by the HMFA.

For profit-motivated sponsors, the maximum loan amount may not exceed the lesser of (a) 90% of the total project costs, (b) the actual appraised value at completion and/or (c) the amount that can be amortized by the project, as determined by the HMFA. The 90/10 ratio of loan amount to project cost must be maintained on a cumulative basis for each construction draw when using HMFA construction financing.

For all loans, whether to nonprofit or profit-motivated sponsors, the HMFA reserves the right to set the actual loan amount in accordance with the HMFA's overall program goals, and determination of acceptable risk. Accordingly, the actual loan amount may be less than the maximum amount permitted above.

HMFA Subordinate Loans

In no event shall the sum of HMFA's total mortgage financing, inclusive of subordinate HMFA mortgages, exceed the "as completed" appraised value.

The aggregate of HMFA's first and subordinate loan amounts may not exceed the "as completed" appraised value.

Debt Service Coverage Ratio

The debt service coverage ratio is the relative cash flow available to meet the annual interest, principal and HMFA servicing fee payments on debt. A project's cash flow analysis must achieve and maintain a projected minimum debt service coverage ratio of 1.15 for the initial 15 years of the loan to be eligible for financing. The establishment of an Operating Deficit Escrow Account (ODEA) account may be required if a project negatively trends below a 1.15 debt service coverage ratio for the term of the mortgage.

Debt Service Coverage Ratio Calculation is as follows:

$$\frac{\text{Net Operating Income}}{\text{Agency Debt Service + Servicing Fee*}} = \text{Debt Service Coverage Ratio}$$

*See servicing fee at Typical HMFA Fee and Transaction Cost

Risk Analysis

Projects with expiring rental assistance or rental assistance subject to annual appropriations and/or funding approvals may be underwritten subject, but not limited, to the following assumptions:

- Flat rental income subsidy stream for the term of the mortgage;
- Shorter mortgage term coterminous with the expiring rental assistance;
- Fully funded Operating Deficit Escrow Account; and/or
- Another form of insurance acceptable to HMFA underwriting staff.

Projects may also be subject to additional credit enhancement obligations based upon the HMFA's assessment of the associated risk involved in providing a mortgage for construction only, construction and permanent or permanent only financing. Such enhancement obligations may include but are not limited to mortgage insurance, recourse loans, an operating deficit reserve account, permanent take out after the project has reached 95% occupancy and sustainability over a 6-month period, an increase in debt coverage ratio, a guaranty of the principal owner of the project's ownership entity for repayment of the Agency financing and/or any other credit enhancement that may be deemed acceptable to Agency underwriting staff.

In addition to the aforementioned enhancements, HMFA may recommend that sponsors, with little or no experience in housing development and/or with the HMFA, should partner with a successful sponsor that has developed and operated at least two other developments of similar size and scope to the subject development. Successful sponsors are defined but are not limited to, (1) those that have completed projects on time and on budget with no outstanding issues, (2) being current with debt service payment obligations, (3) being in good standing with federal, State and municipal governments, (4) having no issues of non-compliance housing issues of any kind and (5) those that have completed projects that are occupied and sustainable and are maintaining an acceptable debt service coverage ratio for six consecutive months as of the submission of application to HMFA.

If the HMFA is providing construction financing, HMFA will add an additional 6 months to the construction term and may require experienced general contractors only. Experienced general contractors are defined, but not limited to: 1) having successfully completed at least two other projects similar in size and scope 2) completing the projects on time and on budget 3) being in good standing with federal, state and municipal government and the Better Business Bureau 4) having no issues of non-compliance of any kind.

Not applicable to Conduit only financing.

Term

Standard term is 30 years. Sponsors may request a term of less than 30 years or may request a term of more than 30 years; however, the Agency reserves the right to request mortgage insurance and/or credit enhancements upon HMFA's assessment associated with the risk of providing a mortgage in excess of 30 years.

Lien Status

All loans will be secured by a first mortgage lien on the land and improvements if the sponsor owns both in fee simple. If the sponsor occupies the property pursuant to a ground lease, the HMFA will require a first leasehold mortgage secured by the sponsor's interest in the lease and the improvements; The term of the ground lease must at a minimum be for the term of the Agency's first mortgage, and affordability restrictions and be in all respects satisfactory to the HMFA. To further protect the Agency's interests, the parties shall enter into a non-disturbance agreement with the HMFA wherein the lessor will promise, among other things, not to terminate the ground lease during the term of the Agency's mortgage(s) and affordability restrictions except by reason of default of the sponsor, and in no event without first giving the Agency notice and opportunity to cure that default, and, if required by the HMFA and/or the Attorney General's Office, amending the ground lease when curing a default by the sponsor.
An additional processing and review fee will be charged at time of application, to any project sponsor, which seeks Agency financing to be secured by a leasehold mortgage.

The form and substance of the non-disturbance agreement must be acceptable to the HMFA and the Attorney General's Office.

Junior Financing

The HMFA may permit junior financing. This financing may be in the form of an amortizing loan, subject to HMFA consent, provided the project is able to maintain a minimum of a 1.15 debt service coverage ratio including the junior financing. The junior financing may not cause an acceleration of the HMFA's first mortgage loan unless approved by HMFA.

Security/Collateral

HMFA loans are secured or collateralized by a lien on the land, improvements, project revenues and escrows. There is generally no recourse to other assets of the sponsor except in the case of fraud or other acts regarding the project.

For Conduit financing Security/Collateral will depend on the type of Credit Enhancement.

Mortgage Interest Rate

The mortgage interest rate is a fixed rate for the term of the mortgage and will be determined based upon the HMFA's actual cost of funds and allowable spread. The rate will be locked at the earlier of, loan closing or one week prior to bond pricing. For current rates, refer to the New Jersey Housing and Mortgage Finance Agency's website.

The rate is locked one week prior to the pricing of bonds that will fund the loan and will be fixed for the term of the loan assuming no rate lock is executed and project has not closed, sponsors are responsible for the interest rate risk prior to that period as the positive or negative change in the interest rate will have the effect of increasing or decreasing the mortgage that the project can support and remain in compliance with the HMFA's Underwriting criteria.

For Conduit financing Mortgage Interest Rate will be determine by the Credit Enhancer or Direct Purchaser.

Commitment Term Extension

The Executive Director is authorized to extend the commitment for two additional consecutive 90-day periods, subject to financial feasibility. A written request for the first ninety-day extension must be made in writing 30 business days before the commitment expires. Projects that do not close on the Agency loan before the second, final ninety-day mortgage commitment extension expires will not be granted further extensions and will be required to seek a recommitment from the HMFA Board.

Request for a recommitment must be made to the Multifamily Supportive Housing & Lending Division no sooner than 6 months before the expiration of the final mortgage commitment extension.

Determination of Project Cost

Subject to the maximum loan amounts set forth above, the HMFA may finance project costs as determined by the HMFA and as defined in NJSA 55:14K-3q. The HMFA is required to determine that all costs are reasonable or necessary. The HMFA will require the Developer to submit an audit of projects costs.

Cost Containment

Total development costs shall not exceed $350,000per unit for buildings of one to four residential stories, $380,000per unit for buildings with five or six residential stories, and $415,000 per unit for buildings with over six residential stories, excluding capitalized permanent reserves, non-basis-eligible off-site improvements, up to $10,000 per unit and $400,000 maximum for an integrated community center or social service space or up to $10,000 per unit and $800,000 maximum for a stand-alone community or social service building (subject to third-party cost certification), required deferred developer fee, if any, and either up to $15,000 per unit for adaptive reuse projects or up to $7,500 per unit for projects achieving the Passive House standard. For adaptive reuse projects, NJHMFA will perform a site inspection to assess the amenability of conversion to multifamily housing. Additionally, the development, design, and construction teams must demonstrate successful experience with the established methodologies required to produce an adaptive reuse project.

In the event the per unit cost exceeds the per unit cap amount, or if the Agency deems the cost to be excessive, the Agency will require that the sponsor provide quantitative analysis and justification of the costs; and/or the Agency will commission an independent analysis to confirm the cost, with the sponsor paying for that analysis.

For projects awarded 9% credits through the calendar year 2022 in the event the per unit cost exceeds the development cost limits due to COVID-19, owners/sponsors must provide cost backup for specific construction categories affected by COVID-19, including but not limited to: materials, equipment purchasing, appliances, union/labor requirements, specific PPE needs, etc.

Acquisition Cost Containment

For preservation projects involving the acquisition and rehabilitation of currently occupied units seeking tax-exempt bond financing

Acquisition shall not exceed approximately 60% of Total Development Cost.

Rehabilitation shall equal at least $30,000 per unit, with such expenditures justified by a Capital Needs Assessment.

In order to ensure rehabilitation needs are adequately addressed, HMFA encourages and reserves the right to additionally request a more detailed unit-by-unit analysis conducted by the project architect and may reject the funding of any replacement item that is in good or better condition and/or has a significant remaining useful life of 50% or more. In the event the above parameters are not met, the Agency reserves the right to reject the financing application.

Return on Investment

The HMFA limits the return on investment that owners may receive annually and upon sale of a project, pursuant to N.J.A.C. 5:80-3. Return on investment is payable on a cumulative but not compounded basis. The base amount of the investment will be determined after the project costs are audited and thereafter periodically adjusted. The rate of return on the base amount of the investment will be determined by, the percentage of low (less than 50% of median), moderate (50% to 80% of median) and all other units in the project. The following rates of return shall apply. The base rate is the 30-year Treasury bond rate at the time of the mortgage closing.

Base rate + 6% for percentage of low-income units
Base rate + 4% for percentage of moderate-income units
Base rate + 2% for percentage of all other units, except as set forth below:

For housing projects financed on or after March 9, 2021, market rate units shall be exempt from the Agency's return on investment limitations, provided that the housing sponsor separates the market rate and affordable units into legally distinct real estate ownership or leasehold structures acceptable to the Agency and provides separate and distinct financial records for the market/affordable entities.
Sponsors must comply with all other Agency requirements for market rate units. Further, any exemption from Agency return on investment limitations for market rate units shall be subject to any

superseding limitations, including any applicable rent controls, imposed by any other governmental entity.

For Conduit financing, owners may receive a return on investment at an annual rate of 12%.

For assisted living residences, owners may receive a return on investment calculated in accordance with N.J.A.C. 5:80-3.3(g).

Distributions of return on investment are subject to projects meeting the HMFA's required conditions for distribution. Additionally, HMFA permitted return on investment limitations may be subject to such more restrictive limitations as mandated by HUD or other governing program or authority, where applicable.

Sale or Prepayment

The HMFA prohibits the sale of the project or any interest therein without prior HMFA approval. Secondary financing, representing a portion of the purchase price of the project or interest therein, may be permitted by the HMFA as set forth in its regulations at N.J.A.C. 5:80—5.7. A seller may earn interest on a seller note at a maximum rate of the Prime Rate PLUS 1.50% where the original principal amount of a seller note plus cash or other consideration paid to seller would not violate the maximum allowable return ("MAR") permissible under N.J.A.C. 5:80-5.8(b). The Prime Rate can be obtained on the day of closing from the Capital Markets Division. Any payment of interest above Prime + 1.50% will be viewed as being in excess of the MAR. All payments due under seller notes will remain subject to Agency underwriting and feasibility determination as part of the Agency's underwriting process, whether the sale involves new Agency financing, outside lender financing, or no financing beyond the seller note.

Secondary financing shall be subject to the HMFA's standard underwriting analysis to determine its impact on project financial feasibility and affordability requirements. In performing its underwriting analysis, the HMFA will take into account any potential non-renewal of or non-appropriation for any governmental subsidies to the project, including, but not necessarily limited to, project-based Section 8.

If the project's mortgage term exceeds 15 years, it may be prepaid after year 15; however, the low-income housing and other HMFA restrictions remain in place through the original mortgage term pursuant to N.J.A.C. 5:80-5.10.

Tax Credits

All tax credit projects will need to comply with all tax credit rules and fulfill the requirements of their tax credit reservations and allocation. Projects receiving HMFA financing are not subject to the annual tax credit-monitoring fee.

Underwriting Analysis

Site Acceptance

The HMFA will visit the site to determine that the site is suitable for the development's purpose. Prior to the site visit, all projects shall submit a risk report, identifying and assessing all site-specific risk factors related to temperature, flooding, winds, etc. The report shall also provide subsequent resilient strategies to mitigate any specific risk factors. The Agency will review the report for site suitability and feasibility for multifamily housing.

Real Estate Valuation

The HMFA recognizes the lesser of the appraised value or the purchase price or lease fee of the realty and any buildings and improvements thereon, in the most recent arm's length transaction as provided by a "Delineation of Title" history (completed by the appraiser) identifying each party associated with the conveyance for a maximum of 10 years. The appraised value of the real estate may be considered if the arm's length transaction exceeds 10 years.

The total purchase price may include documented carrying costs, expenditures to obtain zoning, environmental or other governmental approvals necessary or useful for the development of the project, and the costs of improvements erected for the benefit of the project. The difference between the actual purchase price or lease fee and the appraised value, if the purchase price or lease fee is higher, may be recognized for the purpose of Return on Investment.

NOTE: Arm's Length Transaction is defined as: A transaction negotiated by unrelated parties, each acting in their own self-interest in arriving at a basis for a fair market value determination.

Appraisal / Market Study

For both traditional financing and conduit transactions, an independent, third-party appraisal, which conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and in accordance with the HMFA standards, will be commissioned by the developer or other lending institution and submitted to HMFA to determine project valuation for both the site, as if vacant, and the building. Where applicable, the value of the federal low-income housing tax credit must be provided. Regardless of whether the project has received a tax abatement, the appraisal will also provide the most recent tax assessment on the property.

A market study or a supply and demand analysis must be included in the appraisal, determining the overall vacancy rate, absorption period, penetration rate, comparable rent analysis, marketing plan, and budget.

Additional requirements can be found in the Agency's Appraisal Standards.

Upon receipt, the Agency will submit the appraisal to a third-party appraiser for review of accuracy and reasonableness.

For a copy of Appraisal Standards please contact the Multifamily Supportive Housing and Lending Division.

NOTE: The Agency reserves the right to order its own or an additional appraisal/ market study on any Project.

Appraisal Updates

All appraisals have a shelf life. Property Values change quickly and are dependent on many different data. The demographics change, as do economic indicators. A supply and demand study can be affected by new construction or a change in purpose. For this and other due diligent reasons, the HMFA requires that appraisals be updated under the following circumstances.

- An appraisal completed for a project is valid for one year (12 months) after the time of commitment. All commitments for permanent financing of projects involving new construction will be conditioned upon an updated or new appraisal at the time of commitment expiration. The HMFA will assess the time remaining for completion of the project and decide as to whether an update or new appraisal will be required. An exception to this requirement will be for any loan closing within a 30-day window of the appraisal expiration date.

- An update must be ordered if the project is in a Bond issue, has not closed on Agency funds, and the appraisal age exceeds that required by the bond underwriter (typically 6-12 months). The Multifamily Supportive Housing and Lending Division will assess the appraisal and the risk to the Agency for each individual project.
  An update may be required if the appraisal is more than six (6) months old and a board action is needed. The Multifamily Supportive Housing and Lending Division will assess the appraisal and the risk to the Agency for each individual project.

<u>The updated reports should demonstrate, to the satisfaction of the HMFA, that the appraised value of the project still meets the HMFA's underwriting requirements and that the rent-up and/or operational feasibility of the project has not been compromised. If the updated appraisal and/or market study demonstrates that the</u>

<u>appraised value is reduced or the rent-up and/or operational feasibility of the project has been compromised, the HMFA is not required to extend the mortgage commitment, include the project in its bond sale and/or make the permanent loan. If the extends the mortgage commitment, and/or includes the project in its bond sale, the HMFA may adjust the amount of its mortgage loan and the other terms and conditions of its commitment, as it deems necessary to address changes arising from the updated appraisal and/or market study.</u>

NOTE: An appraisal can only be updated two times before a new appraisal should be ordered. Additionally, **once an acquisition value has been set by the first appraisal, that "as is" value or Purchase Price (whichever is less) has been determined and will not change.**

Marketing Plan

For all projects receiving an HMFA commitment, the sponsor and/or the managing agent must provide a marketing plan for the HMFA's approval and acceptance. This plan must outline all the preliminary marketing to be accomplished prior to opening and thereafter. The plan must also provide for the on-going marketing efforts that will be made to keep the project fully occupied. The outline must provide a timeline for all anticipated activities and should be tied to benchmarks during construction.

Where the HMFA is making both the construction and permanent loan, the plan must be submitted prior to closing on the construction loan. Where the HMFA is providing only the take-out financing, the project must submit its marketing plan prior to construction start. In certain cases of rehabilitation where there is an existing occupancy, the sponsor and/or the managing agent should submit documentation that a full marketing plan is not needed and give the reasons the HMFA should accept a lesser marketing analysis.

Once construction has begun, monthly progress reports should be provided to the Director of the Asset Management of the HMFA or his designee.

Physical Needs Assessment

For Preservation projects, a Physical Needs Assessment is required to provide an estimated cost and scope of work needed to address major systems, including but not limited to; elevators, roofs, HVAC, electrical, plumbing, security, energy efficiency, and windows. The Assessment should be conducted within 12 months of commitment in accordance with HUD's Electronic Green Physical Needs Assessment Tool or another format acceptable to the HMFA. The Assessment should address the following items:

1. Those items in need of immediate repair or replacement.
2. Those items in need of repair or replacement within a 12-month period.
3. Those items that will need repair, replacement, or significant maintenance over the term of the mortgage.
4. Determine the rehabilitation escrow and repair and replacement account requirement.

For Conduit financing the Credit Enhancer or Direct Purchaser will order the Physical Needs Assessment. The Agency will review for accuracies and reasonableness.

Building Design

For Design and Technical Services Document Guidance, refer to the Tech Services website page at https://nj.gov/dca/hmfa/developers/techservices/

Unit Standards for gut rehabilitation and new construction units only:

For the most part, HMFA does not dictate the design of the project; however, it has set minimum unit sizes for gut rehabilitation and new construction. If the minimum unit sizes cannot be met, justification must be provided, and a market study will be required to evaluate the marketability of the smaller units compared to the comparables in the study. In addition, possible solutions to accept smaller units may include, but may not be limited to discounting the rents, increasing the working capital reserve account, etc.

The sizes listed below are minimums only. Measurements are taken from the inside faces of the perimeter walls of the units.

Minimum unit sizes:
Efficiency/Studio Units – minimum of 550 sq. ft.
One-Bedroom Units – minimum of 600 sq. ft.
Two-Bedroom Units – minimum of 850 sq. ft.
Three-Bedroom Units – minimum 1,150 sq. ft.
Four-Bedroom Units – minimum 1,250 sq. ft.

NOTE:
In addition, units with three bedrooms or more must have at least 1 ½ bathrooms.

For rehabilitation of existing units, unit sizes shall be reviewed by the Agency for efficient use of space and adequacy of furniture layout. Refer to Technical Services' Design and Document Guidance on the Agency's website, for additional information.

Sponsors are encouraged to review the QAP Climate Adaptive Design document for Energy Efficiency guidance.

Submetering of gas, electric and/or water and sewer is specifically prohibited for all new construction, all gut and substantial rehabilitation of unoccupied buildings, and all conversions or adaptive reuse of existing structures.

For **gut rehabilitation projects**, a structural engineering report on the existing structure, acceptable to the HMFA, must be submitted. All existing mechanical, plumbing and electric systems must be replaced.

If the degree of rehabilitation to be accomplished is **less than substantial**, an engineer's report prepared by an appropriately qualified professional, describing the condition of all building systems, and listing their recommendations, must be submitted to Technical Services for review in order to determine if the scope of work can be accomplished within the projected budget.

Definition of Rehabilitation

- Moderate Rehabilitation – replacement of interior finishes/components i.e. flooring, cabinets, etc. that does not impact any other component or system of the existing building.
- Substantial Rehabilitation – replacement of interior finishes/components that involves the removal of any constructed finish i.e. gypsum wall board, subflooring, etc. or affects any system i.e. electrical, plumbing, structural, etc.
    - HUD definition – two or more major building components (roof structure, wall/floor structure)
- Gut Rehabilitation – renovation that includes the removal of entire walls and/or interior systems or major portions thereof.
    - HUD definition – total removal/replacement of all interior (nonstructural) systems, equipment, components, or features.

Not applicable to Conduit only financing.

Trash Chute and Compactor Requirements

In all **multi-story** buildings that contain an elevator, a trash chute and compactor are to be installed.

In **aged restricted buildings** the following items are to be installed:

An emergency alert call system with a central notification location or device.

A grab bar to facilitate entering and exiting a bathtub or shower

Handrails on both sides of common corridors

An emergency generator serving common areas and elevators

Not applicable to Conduit only financing.

Construction Budget

The construction budget must be supported by a Summary Trade Payment Breakdown signed by the contractor. This document and other supporting schedules such as the construction completion schedule and design development drawings must be submitted by the contractor and approved by the Director of Technical Services. Refer to the Technical Services Requirements attached to the Document Checklist, for the timing of the submission of these documents.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Off-Site Improvements

If the HMFA Technical Services Division determines an offsite construction expense is necessary or directly related to the construction of the HMFA project, the line item shall be deemed appropriate to include as part of the total development cost of the project.

If the cost/improvement benefits both the project and other non-project entities unrelated to the project, then HMFA shall only recognize the pro rata share of the cost that is attributable to the HMFA project as part of the project's development budget. The Sponsor shall be required to provide documentation acceptable to our Technical Services Division to determine the project's share of the cost.

Since the balance of the cost for the "shared" off-site improvement will be outside the project budget, the Sponsor will be responsible for determining how the remainder of the off-site improvement would be funded.

Wage Rates

If the HMFA is providing construction financing, the contractor and subcontractors must pay prevailing wages as determined by the N.J. Department of Labor except that prevailing wages determined by the U.S. Department of Labor under the Davis Bacon Act shall be used if the HMFA construction loan is subject to direct or indirect federal assistance.

Sales Tax Exemption

Sales of materials or supplies to housing sponsors utilizing HMFA **construction or construction/permanent** financing are exempt from NJ State sales tax. Sales of materials or supplies to contractors for the purpose of erecting housing projects which have received HMFA **construction or construction/permanent** financing and other local, state or federal subsidies are exempt from NJ State sales tax. An exemption from sales tax is not available for permanent only financing.

In the event the request for eligibility falls outside of HMFA financing guidelines for projects seeking construction only financing, sponsors should contact the NJ Division of Taxation directly.

Environmental Review

The HMFA requires the submission of a Phase I Environmental Assessment and a Phase II Environmental Assessment should the Phase I call for further investigations.

Should remediation be recommended, a Preliminary Assessment Report as described in N.J.A.C. 7:26E-3.2 is required. Additional assessments, such as a Site Investigation described in N.J.A.C. 7:26E-3.3 et seq., or DEP environmental remediation measures may also be warranted. Rehabilitation projects must provide a plan for asbestos removal and remediation of lead-based paint and radon. A letter of "no further action" from DEP may be required.

A transaction update from the consultant, indicating that no further pollutants have been introduced to the site, will be required on all assessments or investigations prepared more than six months prior to construction start.

<u>For Conduit financing the Credit Enhancer or Direct Purchaser will order Phase I Environmental Assessment. The Agency will review for accuracies and reasonableness.</u>

Professional Liability Insurance*

<u>Contractor</u>
- General liability
- Worker's compensation

- Contractor's public liability in the sum of $1,000,000/$3,000,000 and property insurance of $250,000/$500,000

<u>Architect</u>

- Architects must have Errors & Omission Insurance of 10% of the construction costs or $250,000, whichever is greater.

*All insurance must be issued by an insurer currently eligible to write business in the State of New Jersey and have a current AM Best Rating of A- VIII with a Financial Size Category of VIII.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

General Liability Insurance*

All insurance must be issued in accordance with New Jersey Housing and Mortgage Finance Agency Insurance Specifications Minimum Requirements effective April 1, 2013 as may be amended from time to time.

*All insurance must be issued by an insurer currently eligible to write business in the State of New Jersey and have a current AM Best Rating of A- with a Financial Size Category of VIII.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Construction Completion Guarantees

Construction and Permanent Financing*

Where the HMFA provides the construction and permanent financing, the sponsor shall provide a 100% Payment & Performance Bond naming Sponsor and NJHMFA as Obliges. *Note, a 30% Warranty Bond guarantee on an Agency provided form, or 10% Letter of Credit will be required to exist for a period of two years* ***<u>post construction</u>*** *completion, as determined by both the Certificate of Occupancy date and Architect's Certificate of Substantial Completion*.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Permanent Financing*

Where HMFA construction financing is not used, the developer must provide one of the following for a term of 2 years from the date of issuance of the Certificate of Occupancy and Architect's Certification of Substantial Completion

-Letter of Credit equal to 10% of the construction cost.
-Warranty Bond on Agency provided form, equal to 30% of

construction cost.

*All bonding companies must be rated with an AM Best Rating of A-with a Financial Size Category of VIII and also be noted on the New Jersey List of Approved Surety Companies as issued by the New Jersey Department of Banking and Insurance.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Construction Contingency The contingency may be used to cover increases in both hard and soft costs.

The budgeted contingency for new construction projects must be 5% of the construction costs.

The contingency for rehabilitation projects must be 10% of the construction costs. This may be adjusted based upon an acceptable engineering report submitted to the HMFA.

In all cases, the budgeted contingency for soft costs must be at a minimum of 1% of the budgeted expenses.

Developer's Fee The amount of the developer fee allowed for eligible rehabilitation or new construction costs is limited to 15.00 percent of total development cost excluding acquisition (that is land and building), working capital, marketing expenses, escrows, operating deficit reserves, step-in-the-shoes costs and costs associated with syndication as determined by HMFA. However, a developer fee of up to 20.00 percent of total development costs excluding acquisition (that is, land and building), working capital, marketing expenses, escrows, operating deficit reserves, step-in-the-shoes costs and costs associated with syndication is allowed for 1) scattered sites single-family detached or duplex housing 2) projects of 25 units or less or 3) Supportive Housing Cycle projects.

In addition, the non-deferred portion of the developer fee for all projects shall not exceed 8.00 percent (13.00 percent for the three types of housing referenced 1, 2 and 3 above) of the total development cost excluding acquisition, working capital, marketing expenses, escrows, operating deficit reserves, step-in-the-shoes costs and costs associated with syndication. The deferred portion of the developer fee shall be achieved from cash flow after payment of debt service, operating expenses and funding of all required escrows and reserves. Return on Equity will be achieved after the collection of the deferred developer fee.

A developer fee of up to 4.00 percent shall be permitted for building acquisition costs, but the non-deferred portion shall not exceed 2.00 percent.

The developer fee does not include fees paid to the architect, engineer, lawyer, accountant, surveyor, appraiser, professional planner, historical consultant, and environmental consultant. Executed contracts for these professionals shall be submitted to the HMFA before being recognized as a separate line-item expense. Certain fees are **subsumed** within the developer fee including, but not limited to, acquisition fees, compensation to the general partner, financial consultants, employees of the developer, construction managers/monitors, clerk of the works and syndicator-required consultants.

Sponsors may pledge their fee toward meeting the equity requirement. The amount allowable will be determined at the sole discretion of the HMFA. **The developer's fee is earned on a pro-rata basis during the construction period based upon the percentage of construction completion. The unpledged portion of the developer's fee is payable only when earned and is earned only after the entire pledged portion has been earned.**

Working Capital

Working capital is funded at the time of construction and/or permanent loan closing and is generally used to cover necessary operating expenses, debt service and HMFA fees until the project has reached sustaining occupancy for a period of six months. For more information, refer to the Working Capital Funds Policy #2024 in the Management Policies and Procedure Manual. The formula for computing working capital is as follows:

$$\underline{\text{Operating Exp + Debt Service + Agency Fee x 75\%}} \ \mathbf{X} \ \frac{\text{\# of months of rent}}{12}$$

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Operating Expenses

For current minimum standards you may visit the New Jersey Housing and Mortgage Finance Agency's web site.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Vacancy Rate

The vacancy rate used for each project will be determined by the market study and appraisal. At initial application, a minimum of 5% vacancy rate may be used.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Escrow Requirements

The escrows listed below must be funded from the capital budget at the time of closing on the initial Agency loan whether a construction and/or permanent loan and must remain in place for the term of the mortgage.

*Insurance -	one-half year's hazard insurance premium
*Taxes-	one-quarter of taxes - this may be on real property and/or a payment in lieu of taxes
Debt Service -	one-month's principal, interest and servicing fee payment.
Risk Share Premium -	one- year's insurance premium plus one-quarter of the following year’s premium (if applicable).
Other Credit Enhancements-	as per program requirements

* Additional escrows may be required at closing for the Agency to make the next payment or renewal.

<u>For Conduit financing the Agency will delegate to the Credit Enhancer or Direct Purchaser for review and approvals.</u>

Income Targeting

(All units are subject to income targeting)

Low and Moderate

For marketing purposes the HMFA will underwrite low and moderate-income rents at 47.5% of median income and 57.5% of median income, respectively.

Market Rate

At initial occupancy, the gross aggregate family income of the tenants in each unit may not exceed six times the annual rent or carrying charges, including the value or cost to them of heat, light, water, sewer, parking facilities, and cooking fuel or seven times those charges for tenants with three or more dependents.

The provisions of this subsection shall not apply to any housing project that the agency determines is necessary to promote the long-term development and viability of a neighborhood and spur its revitalization or is situated in a qualified municipality that is constructed, improved or rehabilitated on or after the date upon which the commissioner determines that the municipality fulfills the definition of a qualified municipality pursuant to section 4 of P.L.2002, c.43 (C.52:27BBB-4).

Rents

The restrictions on tenant income and on rents shall be enforced through a deed restriction on the project and land for the term of the HMFA's mortgage. Projects receiving tax credits shall also be subject to a deed restriction pursuant to the Internal Revenue Code.

Please be advised that, according to Section 807 (b)(2) of the Federal Housing Act, "housing for older persons" must meet one of the following categories:

(A) provided under any State or Federal program that the Secretary determines is specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or

(B) intended for, and solely occupied by, persons 62 years of age or older (100% of the individuals living in the building must be age 62 or older); or

(C) intended and operated for occupancy by persons 55 years of age or older; or

- (i) at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older; <u>20% can be non-age restricted</u>;
- (ii) the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
- (iii) the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall--
  - (I) provide for verification by reliable surveys and affidavits; and
  - (II) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

NOTE: <u>For senior developments, consideration should be given to selecting (c) above (occupancy persons of 55 years or older) which would allow for increased marketability of the development.</u>

TYPICAL HMFA FEES AND COSTS ASSOCIATED WITH THE TRANSACTION

Fees and Charges

Application Fee

Sponsors will be responsible for payment of a non-refundable application fee of $5,000 due at the time of the initial application. This fee must be paid via wire transfer to the HMFA.

For Preservation projects that are currently in the HMFA’s portfolio, the application fee will be waived.

For a Conduit project, the application fee of $7,500 is non-refundable and due at the time of the initial application. This fee must be paid by wire transfer to the HMFA.

Commitment Fee	The sponsor will be required to pay a commitment fee in an amount equal to one (1) percent of the estimated mortgage amount projected at mortgage commitment but not to exceed $50,000. This fee must be paid via wire transfer to the HMFA. The commitment fee is refundable at the latter of the issuance of bonds or mortgage closing or in the event that the project is not awarded 9% Tax Credits the developer may request a refund of the commitment fee. In the event that the project does not proceed to mortgage and/or bond closing, the fee shall not be refunded. **Note: Not applicable to Conduit financing**.
Preliminary Approval Fee	The sponsor will be required to pay a preliminary approval fee in an amount equal to one (1) percent of the estimated mortgage amount not to exceed $50,000. This fee must be paid via wire transfer to the HMFA. The fee is refundable at the latter of the issuance of bonds or mortgage closing or in the event that the project is not awarded 9% Tax Credits the developer may request a refund of the fee. In the event that the project does not proceed to mortgage and/or bond closing, the fee shall not be refunded.
Commitment Extension Fee	Sponsors will be responsible for payment of a non-refundable commitment extension fee of $2,500 due at the time of the extension request. The fee must be paid by wire transfer to the HMFA.
Commitment Modification Fee	Sponsors will be responsible for payment of a non-refundable commitment modification fee of $2,500 due at the time of modification request. This fee must be paid by wire to the HMFA.
Re-Commitment Fee (non-refundable)	The HMFA requires a $5,000 re-commitment fee which is due prior to the Board issuance of a re-commitment. This fee must be paid by wire transfer to the HMFA. For a Conduit project, the recommitment fee of $5,000 which is due prior to the Board issuance of a re-commitment. This fee must be paid by wire transfer to the HMFA.
Pass Through Costs	Upon receipt of an appraisal / market study, the Agency will submit the report to one of three contracted third-party appraisers for review of accuracy and reasonableness. The cost of the

appraisal review will be passed onto the sponsor and required prior to commencement of the review.

Cost of Bond Issuance

The cost of issuance is the sponsor's allocable portion of the costs incurred by the HMFA for the issuance of bonds which include, but are not limited to, underwriter's fee, bond counsel's fee, rating agency's fee, printing costs, trustee and trustee's counsel fee, bond insurance premiums, and auditors' fee. The cost of issuance is included in the mortgage interest rate.

The costs associated with the issuance vary dependent upon the overall size of the bond issue and will be allocated based upon the percentage each participating loan represents to the total bonds issued.

Sponsors may reduce the interest rate by paying the cost of issuance out-of-pocket, which is presently anticipated to result in an approximate 15-basis point-reduction in rate. This election must be made two weeks prior to the date of the bond pricing. The payment of same must be made one week prior to bond pricing.

For the Conduit financing a 50-basis point is charged on the total bond amount.

Negative Arbitrage Escrow

Sponsors using Multi-Family Mortgage Revenue Bonds will be required to fund a negative arbitrage escrow when the estimated bond rate is greater than the estimated rate to be realized by the HMFA on the investment of the bond proceeds. The amount of the negative arbitrage escrow will be based on the funds not drawn down for the period between the estimated date of the bond closing and the projected final draw of the bond funds based on the draw schedule provided by sponsor. The full amount of the estimated escrow must be paid to the HMFA at the earlier of the sponsor confirming the project will be included in a bond sale or one week prior to the pricing of the bonds. The payment of negative arbitrage is an out of pocket cost paid by the sponsor, which may be reimbursed by another funding source other than the bond proceeds. The escrow will be recalculated at the time the financing converts to a permanent loan and in the event the amount escrowed is less than the actual negative arbitrage the difference will be immediately due and payable to the HMFA. In the event the amount escrowed is more than the actual negative arbitrage the difference will be refunded to the sponsor.

For Conduit financing Mortgage Interest Rate will be determine by the Credit Enhancer

Financing Fees

Construction Servicing Fee

A 50 basis points servicing fee on the principal loan amount must be budgeted. This fee is incurred annually and billed monthly in equal installments throughout the later of actual construction term or the last payoff of the Note II and is based on the original note amount.

Annual Servicing Fees

On all amortized debt, the HMFA servicing fee which is based on the original note amount shall be, at the option of the sponsor, either (a) zero points at loan closing and an annual fee of 65 basis points (55 basis points for projects paying the 2% tax credit allocation fee) or (b) 2 points at loan closing and an annual fee of 50 basis points (40 basis points for projects paying the 2% tax credit allocation fee).

For Conduit financing there is a 50-basis point servicing fee on the declining Principal Balance. The first year's annual administrative fee will be capitalized as part of the construction budget and is due at bond closing.

Financing Fee on Non-Amortizing Debt

If the HMFA is providing tax-exempt financing through the provision of two first mortgage notes in order to meet the 50% aggregate basis test as referenced in the section entitled "Tax Exempt Bond Volume Tax Credit", then the servicing fee for the first note, shall be as determined in accordance with the above section on "Annual Servicing Fees" based on the original amount of the first note. The financing fee, for the non-amortizing second note, which is due at loan closing, is two points based upon the amount of the second note.

A financing fee of two points shall also be due on all other non-amortizing debt provided by the HMFA, including HMFA construction bridge loans. A construction service fee is incurred if non-amortizing debt is used during the construction period. In that case, a 50-basis point servicing fee is charged based upon the principal loan amount.

For Conduit financing a 200-basis point fee will be charge for Non-Amortizing Debt at bond closing.

Sponsor's Predevelopment Loan

Reimbursement of Sponsor's predevelopment loan will be allowable at a rate of Prime plus two points, simple interest.

Lease Review Fee

An additional lease review fee of $2,000 will be charged at time of application, to any project Sponsor, for the review of lease documentation.