

**TOWNSHIP OF WATERFORD
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

RESOLUTION #2025-82

**RESOLUTION OF THE TOWNSHIP OF WATERFORD AUTHORIZING ENTERING
INTO A CONTRACT WITH AN ADMINISTRATIVE AGENT FOR THE
ADMINISTRATION OF THE CONIFER AFFORDABLE HOUSING PROJECT**

WHEREAS, the Township of Waterford Governing Body petitioned the Counsel on Affordable Housing ("COAH") for Substantive Certification of its Housing Element and Fair Share Plan on July 6, 2015; and

WHEREAS, the Township of Waterford was granted Court approved Substantive Certification of its Housing Element and Fair Share Plan by prior Round Judgment of Compliance and Repose and Judgement with Fair Share Housing Center on April 13, 2017; and

WHEREAS, the Township of Waterford's Fair Share Plan promotes an Affordable Housing Program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and the Council on Affordable Housing's ("COAH") Third Round Substantive Rules (N.J.A.C.5:94-1, et seq. (COAH has now been dissolved and replaced by the Department of Community Affairs); and

WHEREAS, the Mayor and Township Committee of the Township of Waterford have determined to enter into an Agreement with Conifer Management, LLC, a New Jersey Limited Liability Company for the purpose of administering and enforcing the affordability controls and the Affirmative Marketing Plan of the Township of Waterford adopted by Resolution #2024-307 on November 13, 2024, in accordance with the regulations pursuant to N.J.A.C. 5:94, et seq. and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26, et seq.; and

WHEREAS, the Agreement designates Conifer Management, LLC as the Administrative Agent for its Affordable Housing Project identified as Haines Associates I, LLC and Haines Associates II, LLC for a total of ninety-five (95) affordable housing apartment units. See attached Agreement.

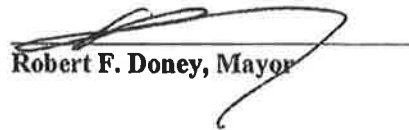
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Waterford, County of Camden, State of New Jersey that for the reasons set forth in the Preamble set forth hereinabove, and subject to the Department of Community Affairs' Approval of this Agreement, the Mayor and Township Clerk are hereby authorized to execute this Agreement with Conifer Management, LLC appointing it as the Administrative Agent for its Affordable Housing Project.

BE IT FURTHER RESOLVED that the Township of Waterford hereby designates the Township's Municipal Housing Liaison to serve as Liaison to Conifer Management, LLC for this Affordable Housing Project.

BE IT FURTHER RESOLVED this Agreement shall take effect immediately upon adoption of this Resolution, subject to the approval of the Department of Community Affairs .

Adopted: January 22, 2025


Dawn Liedtka, RMC / CMR Clerk


Robert F. Doney, Mayor

	GIANGIULIO	WADE	JONES-FREITAG	THOMPSON	DONEY
YES	X	X	X	X	X
ABSTAIN					
NO					
ABSENT					

CERTIFICATION

I, Dawn Liedtka, Clerk of the Township of Waterford, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Meeting held on January 22, 2025 at the Waterford Township Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.


Dawn Liedtka, Township Clerk

THIS AGREEMENT, entered into as of this 22nd day of JANUARY, 2025,

BETWEEN **Township of Waterford, a Municipal Corporation of the State of New Jersey**, having offices at 2131 Auburn Avenue, Atco, New Jersey 08004, hereinafter called the "**Waterford**"; and

Conifer Management, LLC, having offices at 20000 Horizon Way, Suite 180, Mt. Laurel, New Jersey 08054

WITNESSETH

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act", **Waterford** is implementing a program to provide affordable housing units to low-and moderate-income households desiring to live within **Waterford**; and

WHEREAS, at N.J.A.C. 5:80-26, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate- income units that are created under the Act are occupied by low- and moderate- income households for an appropriate period of time (the "Rules"); and

WHEREAS, N.J.A.C. 5:80-26.14 provides that affordability controls may be administered by an Administrative Agent acting on behalf of **Waterford**; and

WHEREAS, **Waterford** has selected **Conifer Management, LLC** to be the Administrative Agent for the purposes of providing affordability control services for a ninety-five (95) affordable housing apartment unit Project known as Haines Associates I, LLC (38 units) and Haines Associates II, LLC (57 units).

NOW THEREFORE, subject to the Department of Community Affairs's approval, **Waterford** and **Conifer Management, LLC** hereby agree to the following terms and conditions:

Section 1. Term

This Agreement shall become effective as of the 22nd day of January, 2025, and shall have a term of thirty (30) years, terminating at the close of business on the 22nd day of January, 2055, subject to the termination and renewal provisions set forth in **Section 4**, below.

Section 2. Applicability

This Agreement shall define and govern all terms between the parties with respect to affordability controls for affordable housing units provided under the Act, and shall supersede all prior agreements or documents related thereto.

Section 3. Agency and Enforcement Delegation

Waterford and Conifer Management, LLC acknowledge that under the Rules, the Administrative Agent is acting hereunder primarily as an agent of **Waterford**. Anything herein to the contrary notwithstanding, however, **Waterford** hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of the Act and the Rules. **Waterford**, however, shall retain the ultimate responsibility for ensuring effective compliance with the Rules and the Administrative Agent will come under the supervision of the Municipal Housing Liaison.

Section 4. Termination and Renewal

- (1) The Agreement may be terminated by either party, by giving sixty (60) days advanced written notice to the other, to the address and in the form as set forth in **Section 8**, below, provided however, that no such termination may take effect unless and until an alternate Administrative Agent has been selected by **Waterford** and approved by all required governmental authorities.
- (2) Unless terminated, this Agreement shall automatically be renewed for continuing successive terms of 30 years each.

Section 5. Assignment of Affordable Housing Units

For the term hereof, and without exception, this Agreement shall govern the provision of affordability control services for the following affordable housing units located with **Waterford** that fall under the jurisdiction of the Act:

Haines Boulevard I (38 units) (Block 202, Lot 4.01) and Haines Boulevard II (57 units) (Block 202, Lot 4.02) located at Haines Boulevard

Section 6. Responsibilities of the Administrative Agent

Conifer Management, LLC shall perform the duties and responsibilities of an Administrative Agent as are set forth in the Rules, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

- (1) Affirmative Marketing
 - (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of **Waterford** and the provisions of N.J.A.C. 5:80-26.15;
 - (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Department of Community Affairs; and

- (c) Providing counseling or contracting services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate – income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

(3) Affordability Controls

- (a) Furnishing to attorneys Leases for each apartment unit;
- (b) Creating and maintaining a file on each restricted unit for its control period;
- (c) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

(4) Rentals

- (a) Instituting and maintaining an effective means of communicating information between lessees and Administrative Agent regarding the availability of restricted units for rental; and
- (b) Instituting and maintaining an effective means of communicating information to low- and moderate- income households regarding the availability of restricted units for re-rental.

(5) Enforcement

- (a) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgment of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

- (b) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - (c) Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - (d) Creating and publishing a written operating manual, as approved by DCA setting forth procedures for administering such affordability controls; and
 - (e) Providing annual reports to the DCA as required.
- (6) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

Section 7. Responsibilities of the Municipality

The Municipality shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and provisions of this Agreement;
- (3) Monitor the status of all restricted units in the Municipality's Fair Share Plan;
- (4) Compile, verify, and submit annual reports as required by the DCA;
- (5) Coordinate meetings with affordable housing providers and any Administrative Agent, as applicable;
- (6) Develop an Affirmative Marketing Plan and distribute to the Administrative Agent; and
- (7) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Act, the Rules, deed and covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under this Agreement.

Section 8. Notices

All notices and other written communications between the Municipality and the Administrative Agent shall be to the addresses and personnel specified below:

If to the Municipality:

**Township of Waterford
2131 Auburn Avenue
Atco, New Jersey 08004
Attn: Dawn Liedtka, RMC, Township Clerk**

If to the Administrative Agent:

**Conifer Management, LLC
20000 Horizon Way, Suite 180
Mt. Laurel, New Jersey 08054**

Section 9. Non-Waiver of Conditions

The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall either party relinquish any rights which it may have under this Agreement. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 10. Merger and Amendment

This written Agreement, together with its Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Agreement may be modified by written amendments clearly identified as such and signed by both the Municipality and the Administrative Agent.

Section 11. Partial Invalidation of Agreement

Should any provision of this Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Township of Waterford and Conifer Management, LLC, as the Administrative Agent have executed this Agreement in triplicate as of the date first above written.

TOWNSHIP OF WATERFORD

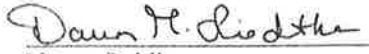
By: 
Robert F. Doney, Mayor

CONIFER MANAGEMENT, LLC


By: 
Managing Member
Executive Vice President

ACKNOWLEDGMENTS

On this 22nd day of January, 2025 before me came **Robert F. Doney**, known and known to me to be the **Mayor of the Township of Waterford**, identified as such in the foregoing Agreement who states that he is duly authorized to execute said Agreement on behalf of the **Township of Waterford**, and that he has so executed the forgoing Agreement for the purposes stated therein.


Notary Public

DAWN M. LIEDTKA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/27/2026

On this 10th day of February, 2025 before me came  known and known to me to be the **Managing Member of Conifer Management, LLC**, the Administrative Agent identified as such in the foregoing Agreement who states that he is duly authorized to execute said Agreement on behalf of the Administrative Agent, and that he has so executed the forgoing Agreement for the purposes stated therein.


Notary Public

ANDREA M. DECASTRO
Notary Public - State of New York
No. 01DE6173443
Qualified in Monroe County
My Commission Expires August 27, 2027