



**HAMILTON TOWNSHIP SMALL BUSINESS PROGRAM
FOR MORTGAGE/RENTAL ASSISTANCE**

**FUNDED THROUGH THE
COMMUNITY DEVELOPMENT BLOCK GRANT
CV 3 (CARES) PROGRAM
2021**

HAMILTON TOWNSHIP SMALL BUSINESS
MORTGAGE/RENTAL ASSISTANCE
PROGRAM REQUIREMENTS

The Township of Hamilton has appropriated \$200,000 of its federal Community Development Block Grant CARES Funds (CDBG-CV 3) for the Small Business Assistance Program; approximately eighteen to twenty Hamilton Township businesses will secure assistance for the payment of mortgage and/or rental assistance.

A. PROGRAM OBJECTIVES

To be eligible, businesses must have been operating continuously with the same ownership since January 1, 2018 (at a minimum) and provide documentation on the financial health of the business in 2018, 2019, 2020 and currently. Benefiting businesses should have solid commitments to remain open or reopen, and retain or re-employ permanent jobs.

The Hamilton Small Business Mortgage/Rental Assistance Program has been established to provide funds to the community's businesses economically impacted by the COVID-19 virus to make mortgage and/or rental payments. The program makes funds available for payment for six months of verifiable mortgage and/or rental payments up to a grant ceiling of \$10,000.

Businesses must have at least one full-time equivalent (FTE) employee other than the owner(s) but must not exceed 25 employees (total number of people employed) including the business owner(s).

The following businesses are specifically ineligible for assistance:

- Not-for-profit businesses.
- Franchises or chain businesses.
- Private club or business that limits membership for reasons other than capacity.
- Liquor store, an adult bookstore, non-therapeutic massage parlor, strip club or nightclub
- Storage facility, trailer-storage yard or junk yard
- Any other business subsequently deemed ineligible by the U.S. Department of Housing and Urban Development.

Businesses must enter into a financial assistance agreement, referred to as the "Participation Agreement", at agreed upon terms with the Township.

B. ELIGIBLE ACTIVITIES

The business may use funds for payment for up to six months of verifiable mortgage and/or rental payments up to a grant ceiling of \$10,000 or working capital expenses (employee salaries, general operating expenses, inventory and advertising/marketing expenses).

C. REQUIREMENTS, DISCLAIMERS, FEDERAL COMPLIANCE AREAS

The following requirements apply to all applications submitted for consideration under the CDBG-CV Program.

1. All grants must meet either the CDBG National Objective of Low/Mod Income for the benefiting business or the Urgent Need Objective.
 - For the Low/Mod objective, the business must document that it will retain at least one permanent job held by a low- and moderate-income person and that the job(s) would be lost without the CDBG assistance. The business must document the income of the low-and-moderate income person through a written self-certification by the employer
 - For the Urgent Need Objective, the business must certify that their need is a serious and immediate threat to the health or welfare of the community.
2. If the National Objective is not met by the benefiting business, then the business will be required to repay the entire amount of the grant to the Township of Hamilton.

D. SPECIAL REQUIREMENTS

The following requirements, in addition to those listed above, apply to applications submitted for consideration under the CDBG-CV Small Business Assistance Program.

1. Grant Costs and Funding Information. All applications are assessed to determine whether CDBG funding is appropriate. The business must submit supporting financial data as indicated. The Township will review each application to determine whether funding is appropriate and whether the activity complies with the guidelines for evaluating project costs and financial feasibility set forth in CDBG regulations at 24 CFR 570.209(a). A financial review will be conducted to ensure that CDBG funds are not being substituted for available private debt financing or equity capital and there are no Duplication of Benefits.
2. The amount of CDBG grant assistance provided to a business will be limited to the amount, with appropriate terms and conditions, sufficient for payment for six months of verifiable mortgage and/or rental payments up to a grant ceiling of \$10,000 or to allow for the payment of working capital.
3. Duplication of Benefits – Prohibition
A duplication of benefit occurs when funding is provided for the same costs paid by other sources, including private insurance, and the total amount received exceeds the total need for those costs. The agreement will require businesses to report all sources of funds received, anticipated and received after implementation of the funded activity. Each business will be required to complete a duplication of benefits analysis prior to the disbursement of the final payment.

4. The following will be required for all businesses as a condition of a CDBG-CV grant award:
 - The business must identify their net income for the last three fiscal years beginning January 1, 2018 and ending December 31, 2020. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement
 - A copy of the most current bank statement for the business.
 - A copy of the NJ-WR30 for proof of employees, or a tax return for sole proprietorships.
 - Copy of lease and/or mortgage statements showing need for payments.
 - A listing of all employees as of January 1, 2020, employees hired since then, and their status.
 - A Participation Agreement between the Township of Hamilton and the business that will receive funding.

E. APPLICATION NARRATIVE RESPONSES and INCLUSIONS

All applications must include the following narrative responses and requested documentation.

1. **Township of Hamilton-CDBG-CV Grant Application** - The Grant Application must be completed by the business (see Application Forms) .
2. **Budget** Benefiting businesses should complete the Budget application (form is found in the Application Forms section)
3. **Project Summary** – The benefiting business must provide a summary of their present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed for the Business to be in a position to retain jobs. Identify specific needs for the payment of mortgage/rental assistance and/or working capital payments.
4. **Net Income Verification** (form is found in the Application Forms section) and should be completed by the benefiting business.
5. **Employment Documentation** (form is found in the Application Forms section). A listing of all employees as of January 1, 2020, employees hired since then, and their status.
6. **Business Certifications** signed by the benefiting business's authorized signatory,
7. A **Participation Agreement** between the Township of Hamilton and the business that will receive funding.

F. APPLICATION REVIEW AND EVALUATION PROCESS

The screening and review process for the program is designed to ensure that limited CDBG program funds are awarded to businesses that demonstrate the need for financial assistance and meet the qualifications.

The criteria noted below will be used to evaluate all applications requesting funding under the Hamilton Small Business Assistance program, as well as determine the appropriate level of financial assistance:

1. Project Benefit
2. CDBG National Objective: Low/Mod Income or Urgent Need
3. CDBG-CV Dollars

1. Project Benefit (information to be provided in Project Summary)

Three factors will be considered under this criterion:

- a. Project Need – Project need is defined as the inability of the Business to maintain sufficient permanent funding to sustain normal operating working capital needs through the need to pay back mortgage or rental payments. Describe in sufficient detail the need for the assistance and the specific role of CDBG -CV funding, including any other options which have been pursued.
- b. Financial Feasibility – Determination must be made as to how CDBG-CV funds can address the Business's need for mortgage/rental assistance or to provide adequate working capital in addressing current and future working capital needs, like payroll, operating needs and short-term liabilities
- c. Commitments for Job Retention - Benefiting businesses must demonstrate they have solid commitments to remain open OR reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2. National Objective –Low/Mod Income or Urgent Need

All grants must meet the CDBG National Objective of Low/Mod Income for the benefiting business. The business must document that it will retain at least one permanent job held by a low- and moderate-income person and that that the job(s) would be lost without the CDBG assistance. The business must document the income of the low-and-moderate income person through a written self-certification by the employer.

For the Urgent Need Objective, the business must certify that their need is a serious and immediate threat to the health or welfare of the community.

HAMILTON TOWNSHIP SMALL BUSINESS ASSISTANCE PROGRAM

APPLICATION FORMS

Submission Cover Letter

To Township of Hamilton:

The (Name of Business) _____ is submitting an application for a Township of Hamilton Small Business Assistance grant under the Community Development Block Grant (CDBG-CV) Program. The grant request is in the amount of \$ _____ to be used to pay mortgage/rental payments or to provide working capital needs for (Name of Business) _____, (Name of Business) _____ has been a part of the Township of Hamilton community since _____ and normally employs _____ workers.

If we receive the assistance from the Township, we will be able to retain _____ positions held by low/moderate income persons who reside in low/moderate income neighborhoods. These positions are as follows:

Name/Address	Title	Income as of February, 2021

(Name of Business) _____ has been negatively impacted by the COVID-19 emergency and requires urgent assistance. We appreciate your consideration.

Sincerely,

I. GENERAL INFORMATION

Name of Applicant: _____

Name of Business: _____

Address of Business: _____

Mailing Address: _____

Contact Person: _____

Work Telephone #: _____ Fax #: _____

Home Telephone #: _____ Cell #: _____

Email address: _____ Website: _____

II. OWNERSHIP & MANAGEMENT

Structure of business (**Check One**)

- C-Corporation Limited Liability Co. (LLC) Sole Proprietorship
 Sub Chapter S Corporation Partnership Trading As/Doing Business As

Ownership of applicant company (*List all owners, stockholders and members and percent ownership*):

USE SEPARATE SHEET IF NECESSARY.

Name	Social Security No.	Date of Birth	Percentage Owned
1.			
2.			
3.			

III. COMPANY HISTORY/PROFILE

Month/year business was established: _____ Tax ID or EIN #: _____

Line of Business: _____

V. MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget

Budget Item	Monthly Expenditures
Personnel (Salary & Wages)	
Rent or Mortgage	
Real Estate Taxes (if not included in rent)	
Insurance	
Utilities	
Inventory	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Total of All Expenditures	

Mortgage/Rent Payment	Number of Months in Arrears
Monthly Rent/Mortgage payment	
Number of Months in Back Rent/Mortgage Due or \$10,000 whichever is less	
Current Rent/Mortgage Payment for Month of _____	
Total Grant (Not to Exceed \$10,000)	

VI. SUPPORT INFORMATION & STATEMENTS REQUIRED

1. Copy of NJ-WR30 for proof of employees (4th Quarter 2020)
2. Income tax return for sole proprietorships (2019)
3. Copy of Lease and/or Most Recent Mortgage Statement
4. Copy of utility bills
5. Real estate tax bill
6. Other Grants or loans received from CARES Grants, Insurance, or SBA Loans

VII. NET INCOME SUMMARY

The business must identify their net income for the last three fiscal years beginning January 1, 2018 and ending December 31, 2020. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses.

Fiscal Year Ending:	Net Income	Net Income derived from Profit/Loss Statement? (Yes/No)	Net Income calculated from total sales – total expenses? (Yes/No)
December 31, 2018			
December 31, 2019			
December 31,2020 (anticipated)			

The Business certifies that the information and documentation contained in this application is accurate, complete and true to the best of his/her knowledge. The Business also certifies that it has read and understands the application guidelines.

Name of Business:

Signature/Title:

Date:

Signature/Title:

Please forward completed application to:

**Katherine Packowski, Senior Associate
 Triad Associates
 Phone: 856-690-9590, ext 109**

Via Email to: kpackowski@triadincorporated.com or

**By Mail to:
 Triad Associates, 1301 W. Forest Grove Road, Bldg 3, Vineland, NJ 08360 or**

By Fax: 856-690-5622

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe the need for assistance for rental, mortgage or working capital needs

- ***Insert Income Tax Returns Here***
- ***Insert NJ-WR30 Form Here***
- ***Insert Lease, Mortgage Statements, Real Estate Bills, & Utility Bills Here***
- ***Insert Most Recent Bank Statement here***
- ***Insert Additional CARES(PPP) or Small Business Assistance Loan Approval Documents Here***

From the benefiting business. Please make certain to redact (mark out) the account number.

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds and execution of the Participation Agreement.

The Business certifies that it is a Business in good standing, authorized to do business in New Jersey and has no delinquent tax liabilities. The Business further authorizes the Township of Hamilton to seek a tax clearance letter from the NJ Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Township to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the State of NJ, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

Date

Typed Name of Chief Executive Officer

Name of Business

FEIN #

Business Address

DUNS #

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2021 by and between the Township of Hamilton ("Township") and _____, (Benefiting "Business").

WHEREAS, the Township of Hamilton is interested in maintaining its economic base with the primary emphasis on retaining jobs, and.

WHEREAS, the Township of Hamilton has appropriated a portion of its federal Community Development Block Grant CARES Funds (CDBG-CV) to establish a Small Business Assistance Program; and

WHEREAS, the Program has been established to provide funds to pay for mortgage and rental payments and working capital funds to the Township's Small Businesses that have been severely impacted by the COVID-19 pandemic and have not received assistance from the SBA; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Township of Hamilton in connection with this Agreement.
- 1.2 "CDBG-CV Funds" shall mean the grant received by the Township of Hamilton pursuant to its agreement with the Department of Housing and Urban Development (HUD).

II. PERFORMANCE

- 2.1 The Township of Hamilton agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through CDBG-CV.
- 2.3 All grants must meet the CDBG National Objective of Low/Mod Income for the benefiting business. The business must document that it will retain at least one permanent job held by a low- and moderate-income person and that that the job(s) would be lost without the CDBG assistance. HUD will consider the person income-qualified if the annual wages or salary of the job is equal to or less than the Section 8 low-income limit established by HUD for a one-person family, \$54,950. The business must document the income of the low-and-moderate income person through a written self-certification by the employer.
- 2.4 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award)

- 2.5 In the event the Township of Hamilton fails to receive the CDBG-CV funds, for any reason, this Agreement shall be terminated, at the sole option of the Township of Hamilton, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

- 3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Township of Hamilton.
- 3.2 Business represents and warrants that:
- (a) Business is a sole proprietorship, corporation, partnership, or limited liability company, as the case may be, duly formed, validly existing and in good standing under the laws of New Jersey, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.
 - (b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.
 - (c) This Agreement constitutes a valid and binding agreement of Business.
 - (d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement.
 - (e) The financial information delivered to Township of Hamilton pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Township of Hamilton.
- 3.3 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- 3.4 Business shall fully and completely indemnify, defend and hold harmless the Township of Hamilton and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs,

consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Township of Hamilton as part of the transaction described herein.

IV. DEFAULT AND REMEDIES

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Township of Hamilton may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.
- (a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Township of Hamilton;
 - (b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
 - (c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
 - (d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;
 - (e) Business ceases the conduct of active trade or business in the Township of Hamilton's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.
- 4.2 If a Default occurs and is not timely cured, then the Township of Hamilton shall seek reimbursement from the Business for all funds (including CDBG-CV funds) expended by the Township of Hamilton on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

- 4.3 Upon notice of a Default and if said Default is not timely cured, the Township of Hamilton shall notify the Business that reimbursement shall be made to the Township of Hamilton within 30 days after said notice. If the Business fails to reimburse the Township of Hamilton within 30 days after the date of the notice, the Township of Hamilton shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- 4.4 If the Township of Hamilton is successful in any proceeding to enforce the terms of this Agreement, then the Township of Hamilton shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

- 5.1 This Agreement may be terminated by the Township of Hamilton whenever it issues a notice of Default to the Business and the Business does not timely cure the Default.
- 5.2 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- 6.3 No failure or delay by the Township of Hamilton in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of New Jersey.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.
- 6.9 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Township of Hamilton.

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

(Business Name)

By: (Name of Officer)
President

By: Fred Dumont
Director of Community & Economic
Development

Address:

Address:

EMPLOYEE JOB CERTIFICATION

Name of Business: _____

Employee Name: _____

Job Title: _____

Annual Salary: _____

Section 8 Low-income limit established by HUD for a one-person family: \$54,950.00**RACE OF EMPLOYEE:** Please select all that apply.American Indian or Alaskan Native Asian Black or African American White Native Hawaiian or Other Pacific Islander **ETHNICITY OF EMPLOYEE:** Please select one.Hispanic or Latino Non-Hispanic or Latino **HEAD OF HOUSEHOLD:**Female head of household? Yes No

The Business Owner certifies that the information is accurate, complete and true to the best of his/her knowledge.

Date_____
Signature_____
Print Name and Title

