



Cumberland County Small Business: Emergency Rental Relief Program Application for Financial Assistance

Please provide the information requested, using "None" or "Not Applicable" where necessary. If more space is needed to answer any specific question, attach a separate sheet. A fully completed application will eliminate unnecessary delays. Return completed application and all required supporting documentation via email, mail or drop off to the Cumberland County Improvement Authority, Attn: Yazmin Moreno, 745 Lebanon Road, Millville, NJ 08332, Email: ymoreno@theauthoritynj.com.

I. APPLICANT INFORMATION:

Name of Applicant: _____

Date of Application: _____

Legal Name of Business: _____

Name of Contact Person/Title: _____

Mailing Address (Street/City/Zip): _____

Telephone Number(s): _____

Email Address: _____

Amount of Rental Relief Assistance Requested: _____

II. OWNERSHIP INFORMATION:

A. Structure & Ownership (Check One)

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> C-Corporation | <input type="checkbox"/> Sub Chapter S Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Other: _____ | |

B. Please list all residential rental units (4 maximum) in which the Applicant has an ownership or financial interest.

C. For Individual Owners

How many years have you rented the unit(s) for which rental assistance is sought? _____

D. For Business Owners:

Month/year Business established: _____ Tax ID or EIN #: _____

Does Business qualify as woman owned? Yes No

Does Business qualify as minority owned? Yes No

E. Is the applicant a subsidiary, direct or indirect affiliate of any other organization in the business of residential real estate rentals? Yes No

If yes, indicate name, address, and related organization(s) and relationship.

F. List all owners, stockholders, members and partners of the Applicant-Owner, specifying percent ownership.
SEE ALSO INFORMATION REQUESTED IN STATEMENT OF BUSINESS OWNERSHP DISCLOSURE FORM AT THE END OF THIS APPLICATION

	<u>NAME</u>	<u>Percentage Owned</u>
1.		
2.		
3.		
4.		
5.		

III. RENTAL UNIT INFORMATION

(For Applicants seeking rental relief assistance for more than one residential rental unit, please attach additional pages of section three as necessary - 4 units maximum)

Street Address: _____

Municipality: _____

Unit Number: _____

Block (s) and Lot (s): _____

Tenant(s) Name: _____

Date of Lease: _____

Monthly Rent: _____

Past Due Rent (# of Months and \$ Amount Due): _____

Is Past Due Tenant Currently Occupying the Unit: _____

Please answer the following Questions for the Rental Property listed above:

1. Was Past Due Tenant current on all monthly rental payments due prior to March 16, 2020?

Yes No

2. Do you have a valid Certificate of Occupancy for the Unit?

Yes No

3. Has the Rental Unit been registered (if required) in the municipality in which it is located?

Yes No

4. Has the Unit passed all required inspections in accordance with the rules and regulations of the municipality in which it is located, with no current/pending code or inspection violations?

Yes No

Date of Most Recent Inspection: _____

5. Is the Applicant in good standing with the municipality in which the rental unit is located, with all property taxes being current and with no current code violations?

Yes No

IV. IMPACT OF COVID-19 ON RENTAL BUSINESS

1. Briefly describe the negative impact that the Covid-19 pandemic has had on your rental real estate business. Include information on related impact on your past due tenant and a description of any modifications or adjustments you have had to make regarding rental payments as a result of the pandemic.

2. Explain how this funding will assist your rental real estate business to remain viable. Will the funding assist your current tenant to remain in the Unit?

V. PREVIOUS COVID-19 RELATED ASSISTANCE RECEIVED

Program	Date	Amount Received	Units(s)

Was any of the Assistance described above related to the residential real estate units for which you are applying for funding under this program?

Yes No

If yes, please provide details including the specific expenses/rental payments to which the prior funding was applied:

Did your tenant receive any Rental Assistance not described above that was provided to you for past due rent or rent-related expenses?

Yes No

If yes, please provide details including the specific expenses/rental payments to which any prior funding received by your tenant was applied:

VI. SUPPORTING INFORMATION & DOCUMENTATION REQUIRED

- 1) Copy of Signed Lease
- 2) Copy of Certificate of Occupancy
- 3) Copy of Rental Registration (most recent)
- 4) Copy of Most Recent Inspection Report/Notice for Rental Property
- 5) Statement of Ownership Disclosure (Attached) and Business Registration for business owners
- 6) **Eviction Notice if filed:** with docket number
- 7) **If No Eviction Notice filed:**
 - 2019 Tax Return (complete with all schedules and statements) that clearly identifies the rental unit activity. Must include K-1 forms as applicable.
 - 2020 Tax Return (complete with all schedules and statements) that clearly identifies the rental unit activity. Must include K-1 forms as applicable.
 - Accounting Ledgers detailing transactions with Tenant showing rent payments received prior to Covid-19 pandemic and lack of payments during the pandemic period (after March 16, 2020).
 - Bank Statements showing rental payments being received by Tenant prior to Covid-19 and lack of rental payments received during the Pandemic (post March 16, 2020) (Bank Statements should match the Accounting Ledgers above).
- 8) Signature from Tenant attesting that the balance due is correct and has not otherwise been paid/covered (See Example Form Attached). If Tenant is no longer in the Unit, provide proof of vacancy by Tenant (Ex. Notice provided by Tenant of intention to Vacate Premises).
- 9) All Statements and Past Due Notices issued to Tenant with current balance due.
- 10) IRS W-9 Form

Eligibility for financial assistance is determined by the information presented in this application and the required attachments and exhibits. Any changes in the facts presented herein and in corresponding documentation must be immediately disclosed and could disqualify the application for funding.

THE GOVERNING ENTITIES OF THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF CUMBERLAND RESERVE THE RIGHT TO DETERMINE WHICH APPLICANTS TO FINANCE AND TO AMEND THE GUIDELINES FOR THE EMERGENCY RENTAL RELIEF PROGRAM AT ANY TIME.

VII. CONFLICT OF INTEREST STATEMENT

Financial assistance for this Program is made possible through the provision of Coronavirus Local Fiscal Recovery Funds from the U.S. Department of the Treasury, in accordance with Section 603(c) of the Social Security Act as amended by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2.

Funding for this Program has been made available by the County of Cumberland and the Program is administered through the Cumberland County Improvement Authority.

A potential conflict of interest may exist if an Applicant for funding under this Program has a familial, personal or business relationship; affiliation; position (elected or otherwise); or other interest such that an independent observer might reasonably perceive an inappropriate influence in decisions relating to the Application. Applicants are responsible for recognizing and disclosing any conflict of interest, or potential conflict of interest, related to this Application.

By signing below, I certify that neither I, nor any individual with ownership interest in the Applicant business, has a relationship, affiliation, position or other interest that could create a conflict of interest, real or perceived, related to this Application for Emergency Rental Relief Funding.

Signature: _____

_____ Title

Date: _____

By signing below, I, certify that all information and statements made in reference to this application are complete and true to the best of my knowledge, and I understand that if such information is willfully false, I may be subject to prosecution. I also certify that I have read and understood the Guidelines application to this Application and Funding Program. I acknowledge that any grant funds received must be repaid immediately if the Applicant violates any of the terms or conditions of the Grant Agreement or otherwise defaults under the Agreement.

By signing below, I also authorize Cumberland County Improvement Authority to investigate the information contained herein to the extent necessary to process this application. The undersigned authorizes any person, municipality or other entity to give any information it may have related to the residential real estate rental units for which relief is sought in this application. The Undersigned, in applying for financial assistance, recognizes that prior to receiving any financial assistance he or she will agree to comply with all federal, state and local laws and regulations to the extent that such are applicable.

Signature: _____

_____ Title

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Name of Organization: _____

Organization Address: _____

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

A Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II



The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR



No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If an Applicant has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification (Sign and Notarize)

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Applicant; that the Cumberland County Improvement Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Cumberland County Improvement Authority to notify the Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Cumberland County Improvement Authority to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Licensed Notary:

Full Name (Print):		Title:	
Signature:		Date:	

Tenant Confirmation of Rent Balance

By signing below, I confirm that I am the current tenant at the following property:

Rental Property Address (Include Unit # if applicable)

As of the signature date below, I confirm that the past due rent due for my tenancy at this property totals \$_____. To the best of my knowledge, neither I nor my Landlord has received funding (from Covid-19 relief programs or any other sources) that has been used to repay any of the past due rent noted above.

Signature: _____

Print Name: _____

Date: _____

GRANT AGREEMENT

Covid-19 Small Business: Emergency Rental Relief Program

THIS Agreement (this "Agreement") dated _____, 2022, is made between _____, (the "Grantee") and the Cumberland County Improvement Authority, a body politic and corporate, with offices at 745 Lebanon Road, Millville, NJ 08332.

RECITALS

The County of Cumberland has appropriated a portion of its Coronavirus Local Fiscal Recovery Funds from the U.S. Department of the Treasury, in accordance with Section 603(c) of the Social Security Act as amended by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 to establish the Small Business: Emergency Rental Relief Program (the "Program").

The Program has been established to assist eligible businesses and individuals in all municipalities within Cumberland County impacted by Covid-19 by providing emergency rental relief.

The Program is marketed and administered by the Cumberland County Improvement Authority, as authorized by Cumberland County Board of Commissioners Resolution 2021-669, passed on October 19, 2021.

AGREEMENT

In consideration for the mutual promises contained herein and for other good and valuable consideration, the parties agree to the following terms:

1. The Grantee warrants and represents that:

- (a) it is a property owner engaged in the residential rental activities in a Cumberland County municipality;
- (b) it was engaged in the residential rental activities as of December 31, 2019;
- (c) the Residential Rental Unit or Units for which funding is provided was leased prior to March 16, 2020, with all rental payments being current as of that date;

(d) the Residential Rental Unit or Units for which funding is provided was impacted during the Covid-19 pandemic; more specifically, in that the Grantee experienced a loss of rental income after March 16, 2020;

(e) the Grantee has is deemed eligible for COVID-19 relief by definition of the U.S. Department of Housing and Urban Development;

(f) the Grantee is in good standing with the respective municipality(s) within which is engages in residential rental activities, with all Certificates of Occupancy, Inspections, Registrations, and Property Taxes being current;

(g) the Grantee certifies and attests that funds received in this program will not duplicate other federal aid received by the business as a result of the COVID-19 pandemic;

(h) neither the Grantee, nor any individual with ownership interest in the Grantee business, has a relationship, affiliation, position or other interest that could create a conflict of interest, real or perceived, related to the funding provided under this Agreement; and

(i) all the information contained on the application for this Grant is true and correct.

2. The Grantee acknowledges and agrees that the representations contained in paragraph 1 above are a material part of this Agreement. If any of the representations in paragraph 1 above are not true, the Grantee shall be deemed to be in default under the terms of this Agreement.

3. It is a condition of the Grant that the monies received by the Grantee be used to pay eligible expenses (i.e. Past Due Rent), and that said funding will be properly credited to the Unit for which funding is provided.

4. The Grantee agrees to provide notification to the Tenant that this funding has been approved and credited against the Unit's rental account.

5. Upon the execution of this Agreement, the submission of an application for the Grant and approval of the Grant, the Cumberland County Improvement Authority, as administrator of the Emergency Rental Relief Program for the County of Cumberland, will provide the Grantee with a Grant of up to \$5,000.00 (for single Unit) or \$20,000 (for multiple Units).

6. Provided that the terms of this Agreement are fully complied with, the Grantee provides evidence of appropriate use of the funds, and the Grantee is not otherwise in default under the terms of this Agreement, the Grant does not have to be repaid.

7. In the event the Grantee violates any of the terms or conditions of this Agreement or otherwise defaults under this Agreement the full amount of the Grant shall be immediately due and payable.

8. The Parties acknowledge and agree that the amount of the Grant to be provided to the Grantee is \$ _____.

9. By signing this Agreement on behalf of the Grantee, the undersigned hereby guarantees repayment of the Grant in the event the Grantee violates any of the terms or conditions of this Agreement or otherwise defaults under this Agreement.

IN WITNESS WHEREOF, the Cumberland County Improvement Authority has caused this instrument to be signed by its President/C.E.O., and Grantee has caused this instrument to be signed by its properly authorized representative, on this _____ date of _____, 2022.

**CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY**

SIGNATURE

PRINT NAME

GRANTEE

SIGNATURE

PRINT NAME