

## **6.0 Appendix for this Supplemental Submission (attached herein)**

### **6.1 - NOIs**

- Aldie Foundation
- Bucks County Housing Group

### **6.2 - Legally Binding Agreements**

*6.3 - Ivyland Letter of Support for Office Use/Rezoning for Jacksonville Road Housing Area*

*6.4 - Redevelopment Authority of the County of Bucks Letter Supporting the Purchase of Shenandoah Woods Housing Area Property by Negotiated Sale*

*6.5 - HUD Comment Letter, 11/12/10*

*6.6 - HLRA Extension Request, 12/20/10*

*6.7 - OEA Extension Letter, 1/25/11*

*6.8 - Bucks County Sub-committee Minutes, 4/11/11*

*6.9 - HLRA Meeting Minutes, 5/04/11*


*6.10 - Outreach to Homeless Service Providers, Other Organizations and Residents*

## 6.1. Aldie Foundation Revised NOI

Notice of Interest  
for Off Site Housing of NAS JRB Willow Grove  
For Aldie Foundation

Organizational Profile

1. Aldie Foundation
2. 228 North Main Street  
Doylestown, PA 18901  
215-345-8530
3. Michael Ratajczak, MSS, MBA, Executive Director
4. Michael Ratajczak, MSS MBA, Executive Director (attachment 1)
5. Aldie Foundation is a Private Not for Profit, tax exempt organization under Section 501(C)(3) of the 1986 Internal Revenue Code. (attachment 2)
6. Articles of Incorporation (attachment 3)

  
James Donahue  
President of the Board

  
Paul Silvestri  
Secretary of the Board

7. Business Narrative

a. Aldie Counseling Center was incorporated on July 1, 1977, with the purpose of providing treatment and services for those whose lives were adversely affected by substance abuse. A Board of Directors, composed of local business people and community members, oversees the operations and financial planning of the agency. Initially begun as an inpatient treatment facility in the Aldie Mansion in Doylestown, it is currently the largest outpatient drug and alcohol treatment agency in Bucks County. Located just a block north of the county courthouse in Doylestown, Aldie is in close proximity to many social service centers, including Doylestown Hospital, Lenape Valley Foundation, the Bucks County Correctional Facility, Children and Youth Services, the Bucks County Housing Group, and A Woman's Place.

Management is focused on (1) keeping pace with changing needs of the community, (2) the expanding population in Bucks County, and (3) the metamorphosis of the health insurance industry has enabled Aldie to continue to provide quality clinical services to persons affected by alcohol and other drug abuse.

Aldie's service menu for adults, adolescents, and families includes assessment, traditional counseling therapy, a partial hospital program, an intensive treatment tract, pharmacotherapy, mobile engagement, Peer services and Sheltered Housing.

Aldie purchased the building in which they had had offices for ten years in July, 1990, insuring against possible rent increases as the area grows and real estate in the center of Doylestown becomes more valuable. In 1997, the house located at 236 North Main Street, adjacent to Aldie's offices, became available, and Aldie purchased this property as a recovery house for men in need of a stable, sober living environment. Because of the project's success, in

1999 Aldie purchased the twin house at 238 North Main Street. These houses always have a full census of 16 men, with a waiting list.

In the spring of 2003, the Bucks County Drug and Alcohol Commission requested that Aldie consider assuming the responsibility of providing drug and alcohol treatment in lower Bucks County. After careful consideration, the Board of Directors agreed to invest in the development of a second Aldie office, that would replicate the commitment, the caring, successful treatment environment, and the administrative skill and experience provided by Aldie in Doylestown for the last 25 years, and an office was opened in Bristol in September 2003. There has been a great demand for services in lower Bucks County. In order to meet this demand Aldie moved from Bristol to a larger office site in Bensalem in April 2006, and the demand for services in this area has not slowed.

Aldie Annually serves approximately 2,400 Bucks County residents with approximately 60% of those served in our lower Bucks County offices. The estimated population of Bucks County is 621,144 persons it is estimated that 80 % of these (496,915) reside in Lower or Central (L/CBC) Bucks County. According to the 2007 National Survey on Drug Use and Health, Approximately 30% of persons age 12 or older report binge or heavy drinking (149,075 L/CBC persons) and 8% (39,753 L/CBC) of persons age 12 or older report abuse of illicit drugs. Of course estimates of actual use/abuse are higher than reported.

Aldie is the acknowledged Assessment site and primary provider of Drug and Alcohol Counseling services in Central and Lower Bucks County and receives referrals from multiple sources, including self referred individuals (27%), other treatment facilities (20%) and criminal justice entities (33%).

Primary sources of reimbursement for services provided to individuals are; Health-Choices Insurance = 41%, Federal/State and County = 37%, Client Fees and other income 22%.

At the end of fiscal year 2008/2009, Aldie is planning (1) continued expansion of services in lower Bucks County with the additional space made available through this project; (2) adding a Suboxone treatment tract to the Pharmacotherapy Program for some opiate-addicted people who could benefit from this prescription medication; (3) adding new community treatment team services for criminal justice clients referred to Aldie to address substance abuse problems and improve successful re-entry into the community and (4) expanding availability of transitional Housing opportunities for men and women in recovery..

b. Board of Directors:

James A. Donahue – President

Evan Fineman

Vincent J. Deon

Darrel Tribue

Paul Silvestri

Elaine Garvin

Joy Stiles

Jim McGuffey

Thomas J. Smith, III, Esq.

Principal Employed Staff

Michael Ratajczak, MSS, MBA (CV attachment 4)

Previous related experience -Operated similar Transitional Housing units for past 12 years. Served as the Executive Director of Aldie Foundation for 26 years.

On-Site Program Manager, (yet to be determined)

c. (attachment 5)

d. Personnel policies and procedures for recruiting , affirmative action and Equal Opportunity outreach, as well as selection, training, evaluation and discipline are well established, reviewed



annually by Pennsylvania Department of Health, and are accredited by the Commission on Accreditation of Rehab Facilities (CARF) (attachment 6)

e. Aldie plays a key role in the Bucks County Community as the largest outpatient treatment center for persons and families struggling with alcoholism and other chemical dependency. We regularly interface with housing, medical, psychiatric, criminal justice and children and youth, and occupational rehabilitation organizations to coordinate care for our clients and their families. ....

Proposed Program: "The Passage"

1. A long term family transitional housing program that supports recovery and fosters development of independent living skills, parenting skills, and occupational development skills. Housing will be targeted to individuals and families who are in recovery (Minimum 12 months clean and sober) **but who lack adequate housing, meeting the definition for homeless as defined by the McKinney-Vento Act.**

"The Passage" would provide the final steps of an individual's and family's road to recovery. The program will be targeted to persons who have established a sustained recovery program but are:

- **forced to share housing with other individuals due to economic hardship and lack of affordable housing or**
- **are living in hotels or motels due to lack of alternative adequate housing, or**
- **following their placement in shelters, recovery houses or halfway house experiences, where they have gained a period of sobriety and some of the life skills required to maintain sobriety but have no adequate alternative housing upon discharge.**

The Passage would create a therapeutic community and a network of support while allowing the individual further development of coping and independent living skills.

For some "The Passage" program would also provide a family preservation opportunity for those families that have struggled with chemical dependency, lost many of the supports and opportunities as a result of their addiction and have **inadequate housing as defined by McKinney-Vento, i.e. living in shared housing, recovery houses, shelters or who otherwise lacks a regular, fixed and adequate nighttime residence.** . This program (providing acquisition of 20 units) would house an average of 10 families and 16 individuals, a full time resident advisor/supervisor, and clinical support programming. Given the variations in paths of recovery for different individuals for some The Passage program will equate to permanent supportive housing for others it may provide the stability and skills necessary to transition to total independent living arrangements.

Ongoing drug and alcohol treatment, parenting skills training and occupational skills development counseling would be provided as necessary and community group supervision would be provided 24/7.

2. Aldie Foundation treats approximately 2,500 people a year in various stages of recovery at our offices in Bensalem and Doylestown. As the largest Outpatient provider of Drug and alcohol recovery programming in Bucks County we act as the first point of contact and primary assessment site for clients seeking to recover from chemical dependency. We refer clients to inpatient facilities, detox facilities, halfway house facilities, transitional housing facilities and outpatient treatment programs, such as those Aldie operates. The single greatest obstacle observed by 85% of our clients is reported as stable housing free from the influence of other's drug and alcohol use/abuse.

In Pennsylvania, an extremely low income household (earning \$15,940, 30% of the Area Median Income of \$53,134) can afford monthly rent of no more than \$399, while the Fair Market Rent for a two-bedroom

unit is \$671. In Bucks County, an extremely low income household (earning \$18,990, 30% of the Area Median Income of \$63,300) can afford monthly rent of no more than \$475, while the Fair Market Rent for a two-bedroom unit is \$871.

A family receiving a Temporary Assistance for Needy Families (TANF) cash grant (\$420/month for a family with one adult and two children) can afford monthly rent of no more than \$126.

A Supplemental Security Income (SSI) recipient (receiving \$572 monthly) can afford monthly rent of no more than \$172, while the Fair Market Rent for a one-bedroom unit is \$548.

In Pennsylvania, a worker earning the Minimum Wage (\$5.15 per hour) must work 100 hours per week in order to afford a two-bedroom unit at the area's Fair Market rent. In Bucks County, this increases to 130 hours per week.

The Housing Wage in Pennsylvania is \$12.90, for Bucks County the Housing Wage is \$16.75. This is the amount a full time (40 hours per week) worker must earn per hour in order to afford a two-bedroom unit at the area's Fair Market rent. This is 251% of the minimum wage (\$5.15 per hour). Between 2001 and 2002 the two bedroom housing wage increased by 3.46%.

There have been several recent studies published that document the cost savings and effectiveness associated with permanent supportive housing interventions for chronically homeless individuals.

#### ***Recent Cost Offset Studies***

The April 1, 2009 issue of the *Journal of the American Medical Association* included the article, "Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems," which reports on the results of a Housing First initiative in Seattle, WA known as "1811 Eastlake". This study compared 95 Housing First participants, with 39 wait-list control members and found cost reductions of over 50 percent for the Housing First group. While it is not the first published evidence of the service use reductions and cost savings that permanent supportive housing interventions can provide, it is worth highlighting because the level of the cost savings - almost \$30,000 per person per year after accounting for housing program costs - are greater than some seminal studies that have shown more modest cost offsets through permanent supportive housing. The study is also noteworthy as one of several recent cost offset studies that have been released already this year. For example, a study of permanent supportive housing in Illinois showed a 39 percent decrease in the total cost of service provision, and a study involving 12 homeless service providers across Massachusetts found a 67 percent decrease in Medicaid costs for Housing First participants.

#### ***Outcomes of Permanent Supportive Housing***

There is also recent research that directly addresses the well-being of permanent supportive housing residents. The April 2009 issue of the *Journal of Community Psychology* included an article entitled, "Housing Stability among Homeless Individuals with Severe Mental Illness Participating in Housing First Programs." The authors of this article reviewed the outcomes of participants in three different Housing First programs in New York City, San Diego, CA and Seattle, WA and found that 84 percent of participants remained stably housed after 12 months. The authors also evaluated level of impairment related to psychiatric symptoms and substance abuse at baseline and 12 months and found no significant improvement in substance abuse or mental health impairment with permanent supportive housing.

These studies provide mounting evidence that supportive housing is a cost effective and humane solution to long-term homelessness that benefits our health care and other publicly funded systems. Because people experiencing long-term homelessness frequently have complex medical and behavioral health challenges, they use a disproportionately high amount of health care services. When people are homeless, their health care is likely to consist of costly emergency, inpatient, and long-term care services. Supportive housing provides an essential foundation for access to primary health care and chronic disease management, services that are less expensive than crisis care but are more likely to address underlying health problems. As these studies demonstrate, this approach saves public dollars

and leads to better health outcomes. **Jacqueline Anderson** is Senior Program Manager at the Corporation for Supportive Housing,

Pearson, C, Montgomery, A.E., and Locke, G. "Housing Stability among Homeless Individuals with Serious Mental Illness Participating in Housing First Programs," *Journal of Community Psychology* 37, no. 3 (2009) 404-417.

Larimer, M.E., Malone, D.K., Gardner, M.; et al. "Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems," *Journal of the American Medical Association* 301, no. 13 (2009) 1349-1357.

The Heartland Alliance Mid-America Institute on Poverty. 2009. Supportive Housing in Illinois: A Wise Investment. Click [here](#) for the report.

Massachusetts Housing and Shelter Alliance. 2009. Home and Healthy for Good: A Statewide Housing First Program. Progress Report March 2009. Click [here](#) for the report.

National Low Income Housing Coalition. 2009. Out of Reach 2007-2008: Persistent Problems, New Challenges for Renters. Click [here](#) for the report.

3. a) Existing facilities operated by Aldie Foundation include 2 recovery houses, providing transitional supportive housing for 16 men. In Bucks County there are approximately 23 of these house operated by different private owners or entities. In all it is estimated that there are approximately 200 transitional housing beds in Bucks County. In addition to these, there are approximately 25 Female Halfway house beds and 20 male Halfway house beds. There are also a number of housing groups in Bucks county that provide emergency shelter and housing counseling services. There are no long term or supportive permanent housing opportunities specifically for persons and families in recovery from chemical dependency and in need of the support of a recovery community of care.  
  
b) The Passage program will support expansion of the Bucks County Recovery Community and the availability of not only permanent and long term transitional living opportunities but of supportive services designed to assist in long term recovery, family preservation, prevention of future generations of persons with chemical dependency, and occupational and social skills development for persons in recovery strengthening the Bucks County Community.  
  
c) Not required to meet or comply with established state standards.  
  
d) Aldie Foundation does not currently possess real estate suitable for the proposed program.
4. This program will receive referrals to and refer to shorter term transitional D&A housing as needed. The program will also be coordinated with other homeless programs when there is need for placement of persons meeting the admission requirements of the Passage program. Coordination will occur through the Foundations existing network of contacts and by targeted case-managers and peer recovery specialists.
5. Program could be up and running with 3 months of announcement of award.

#### Buildings or Property Necessary to carry out the Program

1. 20 townhouse units located in the "Shenandoah Woods" military townhouse complex Units...  
  
The units are suitable for the proposed use as independent living quarters for individuals and families with up to 3 children as currently configured with no need for renovations or improvements. They will meet the needs of homeless families and individuals throughout Bucks County, in need of homes that can provide a supportive recovery community, and services that will improve resident's ability to sustain long term recovery and family preservation, while pursuing educational and occupational opportunities and developing life and recovery skills. Residents will also support each other in their recovery improving self esteem and creating an expanded recovery community.
2. Aldie Foundation is requesting a deed transfer of the identified properties.

3. Land use and zoning will need to accommodate residential R1 uses. No change should be necessary.
4. No rehabilitation or construction is anticipated or necessary for the proposed use.

#### Organizational Capacity

1. Aldie Foundation has operated 2 transitional living homes for an average of 16 individuals in early recovery from chemical dependency for 12 years.
2.
  - Aldie House  
232 and 234 Main Street  
Doylestown, PA, 18901  
Phone  
On-site manager
  - 2 Residential Homes  
16 Transitional Housing Beds  
1 on-site manager apartment
  - See (Attachment 7)
  - Full range of drug and alcohol Ambulatory care services including Outpatient, Intensive Outpatient, Partial Hospitalization, Mobile Engagement, Peer Support, and Pharmacotherapy.
  - 12 years 234 North Main Street, 10 years 236 North Main Street.
  - Consolidated Audited Financial Statements for the entire organization including breakout for Sheltered Housing program. (Attachment 8)
3. Expansion of existing programs will consist of 1 additional On-site manager, 1 FTE additional Peer Support staff, and 1 professional counseling staff member specializing in Occupational development and family preservation. Job descriptions attached (attachment 9)
4. Management Functions provided by On-site Project manager will include:
  - Provide assistance in application for benefits, MA, SSI, TANF, etc.
  - Visit twice weekly every unit to insure compliance with program rules and optimal living standards
  - Conduct monthly review of physical plant to assure repair and optimal functioning of utilities, furnishings, appliances, general appearance and functionality.
  - Assure neighborhood safety and security program through organization and regular meetings of a neighborhood safety watch.
  - Conduct monthly recovery community meetings to address concerns, issues and improvements recommended by residents.
  - Recruit peer specialists and recovery support volunteers to assist persons in early recovery.
  - Coordinate treatment, peer support services, occupational training, and referral services for residents with Aldie Foundation clinical staff.
  - Coordinate purchasing and contracting for supplies repairs etc. through the Foundations purchasing and contracting systems.
  - Review applications, interview potential residents and assign residential units as available.
  - Manage the waiting list and maintain record of rent payments, payments due, etc.
  - Collect rents on a weekly basis.

5. a) (Attachment 10) None of the Officers of the Aldie Board of Directors, or principle Employees have declared bankruptcy in the last five (5) years.  
b) None of the Officers of the Aldie Board of Directors or principle Employees have been convicted of a felony in the last five (5) years.

**c) Business References**

HPT Systems, Inc. (Approx \$40,000)  
283 2<sup>nd</sup> Street Pike, St. 170  
Southampton, PA 18966  
215-364-8226

Stalker & Assoc., Inc. (Personnel Insurance Broker, (approx \$160,000)  
301 South State Street  
Newtown, PA 18940  
215-860-5504 phone

Johnson, Kendall & Johnson, Inc.  
(Professional Liability, Property, D&O Insurance broker (Approx. \$30,000)  
"Insurance Brokers and Risk Management Consultants"  
109 Pheasant Run | Newtown | PA | 18940  
W: 215.579.6436

Broadview Networks (Phone Service Provider, (Approx \$100,000)  
Direct: 610-755-4433  
Fax: 610-755-3290  
Email: [akeiper@broadviewnet.com](mailto:akeiper@broadviewnet.com)  
Website: [www.broadviewnet.com](http://www.broadviewnet.com)

Atlantic Diagnostic Laboratories, LLC (Lab tests, (approx \$60,000)  
3520 Progress Drive, Suite C  
Bensalem, PA 19020  
Phone: 267-525-2470

**d) Financial References**

National Penn Bank  
94 North Broad Street  
Doylestown PA, 18901  
215-230-6947

Merril Lynch  
600 Hyde Park  
Doylestown, PA 18901  
215-340-3323

**Bucks County Drug & Alcohol Commission, Inc.**  
1230 Veterans Highway, Suite F-13  
Bristol, PA 19007  
(215) 788-8172

Magellan Health Services  
Newtown PA Care Management Center  
105 Terry Drive, Suite 103  
Newtown, PA 18940-3427  
Phone: 215-504-3996

Abington Bank  
329 N. Main Street  
Chalfont, PA 18914  
215.822.9636

6. A)1 thru 7 ( See attachments 10 through 17 relating to "Organizational Capacity" Items  
(6a-1 through 7)

**Redevelopment Plan & Homeless Assistance Submission**  
**Naval Air Station JRB Willow Grove**

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*See Aldie Foundation Initial NOI contained in the August 2010 submission for additional information.*

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## 6.1. Bucks County Housing Group Revised NOI





a private, non-profit social service agency

2324 Second Street Pike, Suite 17, Wrightstown, PA 18940 • Phone 215-598-3566 Fax 215-598-9812  
[www.bchg.org](http://www.bchg.org)

March 25, 2011

Michael J. Mc Gee, Executive Director  
Horsham Township Authority for NAS-JRB  
1025 Horsham Road  
Horsham, PA 19044

Re: Revised Notice of Interest for Warminster/Ivyland Site

Dear Mr. McGee:

Enclosed please find a revised Notice of Interest for a Homeless Assistance Conveyance proposal for the 2.5151 acre parcel on Jacksonville Road in Ivyland, PA. This revises our Notice of Interest submitted in July 2009.

Our proposal requests the site to provide homeless services. Bucks County Housing Group is the largest homeless services provider in the area.

Thank you for the opportunity to revise our initial proposal. If there are any questions, please contact me at 215-598-3566, ext. 116 or [nszamborski@bchg.org](mailto:nszamborski@bchg.org).

Sincerely,

A handwritten signature in cursive script that reads "Nancy Szamborski".

Nancy Szamborski, MS  
Executive Director

**HORSHAM TOWNSHIP AUTHORITY  
FOR NAS-JRB (HLRA)  
OFFICIAL NOTICE**

**INSTRUCTIONS FOR COMPLETING NOTICE OF INTEREST  
AVAILABILITY OF SURPLUS FEDERAL PROPERTY TO STATE AND LOCAL  
ELIGIBLE PARTIES, INCLUDING HOMELESS SERVICE PROVIDERS**

**A. NOTICE OF INTEREST CONTENTS**

Notice of Interest should be made according to the specifications set forth in this section (as applicable), both for content and sequence.

Each Notice of Interest for Homeless Assistance or other Public Benefit Conveyances should include the following (as applicable):

**I. ORGANIZATIONAL PROFILE**

1. Legal name of government entity or non-profit institution requesting use of buildings or property at the offsite housing of NAS JRB Willow Grove.

**Bucks County Housing Group, Inc. (BCHG)**

2. Address and telephone number of applicant.

Bucks County Housing  
Group, Inc.  
2324 Second Street Pike,  
Suite 17  
Wrightstown, PA 18940.  
215-598-3566 Fax 215-  
598-9812

3. Name and title of contact person.

Nancy Szamborski  
Executive Director  
Bucks County Housing  
Group, Inc.  
215-598-3566 ext. 116;  
nszamborski@bchg.org

4. Name and title of person(s) authorized to complete purchase, and/or execute any lease or agreements. Attach a copy of the legal authority permitting these persons to complete such transactions.

**Nancy Szamborski, Executive Director, Bucks County Housing Group**

5. Statement regarding whether applicant is state, political sub-division of state or private non-profit, tax exempt organization under Section 501(c)(3) of the 1986 Internal Revenue Code. If applicant is a private not-for-profit entity, attach a copy of the IRS recognition of its Section 501(c)(3) exemption status.

Bucks County Housing Group, Inc. is a tax exempt organization under Section 501 (c) 3 of the 1986 Internal Revenue Code.

6. A copy of the document showing statutory or legal authority under which the applicant is authorized by law to acquire and hold title to property or to lease property.

See Initial NOI

7. For applicants other than public agencies:

- a) A description of the organization, year founded and brief history, major accomplishments and organizational goals.

Bucks County Housing Group (BCHG)

BCHG works to advance the interests of people with low-moderate income and people in crisis by providing affordable housing and related social services, and is the largest homeless service provider in the area. BCHG opened the first homeless shelter in Bucks County in 1979. Now, BCHG provides the largest number of homeless shelter beds in the County – supplying 190 of the county’s 367 family homeless beds, including emergency and transitional housing.

In 2008, BCHG assisted 364 homeless individuals (233 children and 131 adults), including 117 families. In 2010, BCHG assisted 380 homeless individuals (240 children and 140 adults), including 120 families. During the past year, four babies were born in the homeless shelter facilities BCHG operates. In 2008 BCHG’s 3 Community Food Pantries recorded over 30,000 visits by nearly 5,000 families. This represented a 40% increase over 2007. During 2010 the food pantries served over 1000 households each month, including 250-300 elderly. The food pantries are staffed by volunteers and supported by community food drives which collected over 300 tons of food to supplement government food purchases.

BCHG operates five supportive housing programs, in Doylestown, Morrisville, Penndel, Milford Square and Bensalem. (The Bensalem program represents the housing component of a collaborative partnership with St. Mary Medical Center’s Family Resource Center.) BCHG also operates two transitional housing programs, three community Food Pantry programs, and owns and manages three apartment complexes (in Bristol, Fountainville, and Morrisville) and six other apartments at sites scattered throughout Bucks County. The organization offers a Rapid Re-Housing program, as well as comprehensive housing counseling at several sites. BCHG staff members serve in leadership roles locally, including co-chair of the Bucks County Continuum of Care.

BCHG has demonstrated creativity and long-term viability in serving the homeless and low-income population in Bucks County. The cornerstone program of the organization is the Supportive Housing Shelter Program. BCHG opened the first homeless shelter in 1979 in Penndel. At the program’s inception the goal was to provide short-term housing. BCHG founders quickly realized that the clients being served needed more assistance than a place to live short-term; in fact staff recognized that clients would lapse

back into homelessness unless five other contributing conditions were addressed. These conditions were and remain: living wage employment, reliable transportation, affordable childcare, access to education in order to increase earning potential and affordable housing. All of the work BCHG has done over the last 30 years has been to effectively and successfully address these needs so that client families can reach the goal of permanent housing and financial stability.

BCHG advocated for additional programming with other state agencies and the Department of Public Welfare. In 1984, BCHG was awarded a Bridge Housing contract to launch a cooperative venture with the County's Children and Youth agency. This early example of program collaboration was so innovative; it received the Public Welfare Foundation's national award for creativity in 1986. BCHG Bridge Housing Program has since become the model for many bridge/transitional programs because of its ability to effectively combine the efforts of large, public agencies with those of small, private agencies.

BCHG's Supportive Housing Program (SHP) is the foundation from which client families can begin to change the direction of their lives. BCHG operates four shelters serving a total of 32 families and partners with St. Mary Medical Center in Langhorne to provide transitional housing and case management services to another 20 families. At the core of the Shelter Program is the extensive case management module. Client families, while self directed, meet with an on-site case manager bi-weekly to plan and implement steps to successfully meet the goal of finding and maintaining permanent housing. While residing at the shelters, clients receive support from volunteer community members through well developed volunteer programs which address the needs of children and adults alike. BCHG has an 83% client success rate; families are able to obtain and then maintain housing once they leave the shelter.

In conjunction with several organizations from Philadelphia and Pittsburgh, BCHG advocated for a state-assisted mortgage program that would respond to the increase in the number of foreclosures in our region. The Homeowner's Emergency Mortgage Assistance Program (HEMAP) was developed in 1984, and is the only program focusing on foreclosure issues of its kind in the country. With the HEMAP program underway, BCHG advocated for the development of programs to assist first-time homebuyers to secure their mortgages. With the support of other advocacy groups and the Pennsylvania Low Income Housing Coalition, former U.S. Congressman Jim Greenwood and several other Philadelphia area officials passed legislation establishing a county housing trust fund for this purpose. Bucks County was the first county to implement the fund in the Commonwealth.

BCHG's proposal to develop its First-Time Homebuyer's Program has been supported by the county each year since the trust fund's implementation. The unique First-Time Homebuyers Boot Camp program is a 6-month support group session for people who need additional assistance in evaluating their credit, actively saving towards a home, and learning the home purchase process. This program has been nominated for a national award through the National Association of Realtors® for promoting homeownership training for minorities. In 2010 the BCHG's housing counseling department provided counseling services to nearly 500 households, and conducted 34 workshops and group training sessions.

The ability to innovatively respond to the complex needs of the homeless and low-income families of the county is BCHG's hallmark. BCHG responded to the lack of affordable rental housing in the county by developing rental housing. Since 1984, BCHG has purchased three rental properties, two located in the lower part of the county, and one in central Bucks, for a total of 75 rental units. There are also six apartments scattered throughout Bucks County. BCHG provided services to 223 tenants – often families with Section 8 certificates. Additionally, special projects have been developed to respond to specific challenges. In 2008, the Wheelz2Work transportation program provided 21 donated vehicles, valued at

\$42,060, to program clients pursuing education and employment who were struggling with reliable and accessible transportation.

In 2010 BCHG created a shared living program for single individuals (including homeless persons) served by the behavioral health system. Currently there are 9 participants at 3 rental sites. BCHG helped organize and coordinate Bucks County's first Homeless Veterans Stand Down event, and will provide services for a 40-unit low-income housing complex for disabled veteran households scheduled to be built in 2012 by a partner organization.

BCHG has identified several organizational goals:

- Expansion of property ownership through real estate development. This would enable BCHG to provide more units of affordable housing, which has been a significant need in Bucks County for over five years. Furthermore, BCHG would like to partner with other housing agencies such as Habitat for Humanity and Interfaith Housing Inc. to develop mixed-use properties.
- Continue partnering with area mental health agencies providing housing counseling services for young people aging out of foster care, veterans, and the developmentally handicapped.
- Remain actively involved in the Bucks County 10 Year Plan to End Homelessness and is committed to assisting all involved to produce a working document which can be presented to the office of Housing and Urban Development (HUD).

b) A listing of all principals in the organization and any proposed on-site program managers who would participate in management activities of any proposed program. Provide appropriate credentials, as well as a description of previous related experience.

#### Bucks County Housing Group

*Nancy Szamborski, MS, Executive Director*

Executive Director Nancy Szamborski joined Bucks County Housing Group in January of 2008. Ms. Szamborski has a 24-year background in housing management, extensive experience in human services and top-notch credentials in real estate brokerage and property management. Her career portfolio includes work with military housing, social work, and government management. Most recently, she served as Director of Housing for the military at Naval Air Station Joint Reserve Base Willow Grove.

Ms. Szamborski worked closely with Montgomery County and Bucks County's first-time homebuyer programs, providing non-proprietary education for active duty and reserve military personnel. She also managed the military housing allowance (BAH) data collection on behalf of all of the military services from 1998-2008 for the 10-county Philadelphia-New Jersey-Delaware metropolitan area. Ms. Szamborski established the NAS JRB Willow Grove military housing office as DOD's only licensed real estate brokerage.

Besides her military work, Ms. Szamborski has a background as a caseworker, therapist, and manager with a number of social service agencies and facilities, including welfare, child welfare, corrections, psychiatric hospitals, and the Social Security Administration. She is an active member of several professional housing and real estate organizations and numerous committees.

Ms. Szamborski holds a BA in Psychology and a BA in Social Welfare from Penn State University, and an MS in Organization and Management from LaSalle University. A licensed real estate broker, she is also a Graduate, Realtors® Institute – GRI®, as well as a Certified Property Manager – CPM®, Real Property Administrator – RPA®, and Housing Development Finance Professional.



*Arlene Goldbach, Chief operating Officer*

Ms. Goldbach oversees the daily financial and internal operations for the entire organization. Ms. Goldbach joined Housing Group in 1996. Ms. Goldbach worked in the banking industry for 33 years, where she progressed from a teller position to the title of Executive Vice-President. Ms. Goldbach graduated magna cum laude from Temple University in 1989 with a Bachelor's degree in Business Administration.

*Alison Poole, MSW, Director of Social Services*

Ms. Poole oversees the Supportive Housing Programs including all the shelters, and the Bridge/Transitional Program. She has more than 12 years professional experience working in the social services in the areas of direct practice, management, policy and consultation, including more than 6 years of program management experience. She has more than 10 years experience working in the homeless services field. Ms. Poole has BA in Political Science and Black Studies from SUNY Buffalo, NY and an MSW from the University of Pennsylvania. Ms. Poole joined BCHG in May of 2008.

*Margaret (Meg) Quinn, Property/Rental Manager*

Ms. Quinn has been with the Bucks County Housing Group since July 2005 as the Rental/Property and Project Manager. She holds credentials as an Accredited Residential Manager (ARM) ® and a Fair Housing Coordinator (FHC) through the Institute for Real Estate Management (IREM) and PennDelAHMA (Pennsylvania Delaware Affordable Housing Management Association). Ms. Quinn currently manages eight rental and supportive housing properties, in addition to work on all aspects of renovation projects funded through private, state and federal grants.

*Melissa Mantz, Development Office*

Ms. Mantz joined Housing Group in 1999 as a Volunteer Coordinator at the Doylestown Homeless Shelter, one of the five shelters operated by Housing Group. In 2002 Ms. Mantz moved to the position of Development Coordinator for Social Services. In 2004 Ms. Mantz became Development Officer for the organization. Ms. Mantz is responsible for marketing, grant writing, donor solicitation and stewardship.

*Sherry Pace, Manager of Housing Counseling Services*

Ms. Pace joined BCHG in March of 1999 as a full-time pre-mortgage counselor. She holds housing counseling certifications for either pre-purchase or loss prevention awarded by American Homeowner Education and Counseling Training Institute (AHECTI) 2001, Homeownership Counseling Association of the Delaware Valley (HCADV) in 1999 – recertified in 2006, and PHFA Comprehensive Housing Counseling Initiative/Rural Development and HEMAP in 2005 and 2007 respectively. She also holds an Associate's Degree in Liberal Arts from Montgomery County Community College.

c) An organizational chart for the organization.

**Bucks County Housing Group – see July 2009 NOI**

d) Guidelines of personnel procedures for recruiting, affirmative action and equal opportunity outreach, resident hiring, personnel selection, training, evaluation and discipline.

**See July 2009 NOI**

- e) Provide organization's connection to the community and the community interest that will be served.

#### Bucks County Housing Group

BCHG is the largest social service agency serving homeless and low-income families in Bucks County. Since opening the first homeless shelter in the county in 1979, BCHG has provided necessary leadership around all issues pertaining to affordable housing for families with low to low-moderate income as well as those families who are homeless. BCHG has partnered or continues to partner with every social service agency in the county. BCHG has also partnered with United Way of Bucks County for over 20 years. Furthermore, BCHG has a strong presence with county entities including the Bucks County Commissioners, the Bucks County Department of Community Development and the Bucks County Department of Health and Human Services. BCHG enjoys a working relationship with both PA State Representatives and PA State Senators who serve BCHG service areas. BCHG has historically worked closely with the sitting representative of the 8<sup>th</sup> Congressional District with great success.

This plan will provide a facility for BCHG to provide homeless services to replace an inadequate rented facility. BCHG will also have the capacity to host CoC meetings and trainings for other homeless services providers.

8. A copy of current – constitution/charter/by-laws or Articles of Incorporation as appropriate.  
See July 2009 NOI

### PROPOSED PROGRAM

1. A detailed narrative description of the proposed use of the property or building.

1. Provide for the conveyance of property at Jacksonville road to Bucks County Housing Group for redevelopment as BCHG's office. Currently, BCHG operates out of a rented office space that is inadequate for its needs. The facility lacks classroom and conferencing space, and BCHG must frequently rent or borrow space for its homeless programs and services. Staff currently share space and must rotate scheduling in order to ensure client privacy for case management and counseling services. The current facility also lacks storage for donations, clothing and food drives for the community pantries. A new building designed for homeless services will allow better service delivery and more productive use of resources. Utilization of support spaces will enable BCHG to receive, store, sort, and distribute donations. Specific homeless services and activities that will be performed on the site are:
  - HUD Emergency Shelter Grant program administration, training, facilities planning, supportive services to clients.
  - HUD Supportive Housing Program administration, training, direct supportive services to the homeless.
  - HUD HMIS data management, e.g. intake, data collection, data input.

- County Bridge Housing and Transition Housing Case Management and program management services.
- County and other funded supportive housing program and case management services
- Workshops and classroom training for CoC members and community.
- Food Pantry administration, management, and support (FEMA, state, and private funding).
- HUD Homelessness Prevention/Rapid Rehousing program administration.
- Rapid Rehousing case management and stabilization services, locator services, landlord outreach, fair housing classroom training, prepared renter training, financial and housing counseling, and mediation.
- Homelessness Prevention Programs (e.g. financial counseling, web-based locator system).
- HUD CDBG program administration for counseling, shelter programs, and facilities management.
- Wheelz2Work program providing transportation to shelter clients.
- Volunteer Coordinator program providing resources and services to shelter clients.

2. A detailed assessment of the need for the proposed program. In the case of homeless assistance programs, include an explanation of what homeless needs in the communities in the vicinity of the offsite housing you will be fulfilling.

Provide the following:

a) The need to expand existing facilities.

Current BCHG offices are inadequate and leased property.

b) Identify any anticipated expansion of services that may result from improvement of facilities for the proposed program, as applicable.

It is anticipated that the new BCHG office will be used to expand services for homeless families and individuals. Current service needs include housing relocation and stabilization, case management services, transportation, employment and vocational.

c) Identify whether the need for the proposed program is a result of the requirement to meet or comply with established state standards.

The need for the proposed program is not a result of the requirement to meet or comply with established state standards.

d) Include statement that applicant does not currently possess real estate suitable for the proposed program.

The Jacksonville Road site is an excellent location for the Office space and is clearly capable of supporting the proposed program. Without the conveyance of this property the program design will not occur. BCHG does not currently possess real estate suitable for the proposed program.

3. In the case of a homeless assistance program, a description of how the program will be coordinated with other homeless assistance programs in the communities in the vicinity of the offsite housing.

4. A description of the time required to commence the proposed program.



The predevelopment work, which allows for the appropriate planning and zoning designation, can commence immediately upon conveyance. Once the approvals are in place (within approximately 6 months), we will begin housing redevelopment and construction of the BCHG office space.

Prior to the conveyance of the property from the Department of the Navy to the BCHG, BCHG and other interested parties including Warminster and Ivyland work together to assist in securing all soft financing needed to develop the office facility. BCHG and other interested parties will secure predevelopment and planning funds and BCHG should be able to commence with the design and approval of the office development. We anticipate that this will last approximately 12 months and construction would occur immediately following the zoning and planning approvals.

### **BUILDINGS OR PROPERTY NECESSARY TO CARRY OUT PROGRAM**

1. A narrative description of requested facilities, land, buildings, improvements, easements and related equipment (Describe by building number and include an illustrative map). " In the case of homeless service providers describe the suitability of the buildings and property for the proposed homeless assistance program and needs of the homeless in the communities in the vicinity of the offsite housing.

1. The Jacksonville Road site is requested for demolition and reuse as the BCHG Offices. BCHG seeks to redevelop the site of the former housing site. This site needs to be cleared and predevelopment work will commence upon notification of the approved property transfer of the residential units. BCHG will construct a new single-story 5,000 sq. ft. office building. Although social services and homeless assistance programs will be delivered at this property, it will not be used for shelter or any other residential use. Prior to constructing the office building, BCHG will be required to secure the proper zoning and planning approvals for the office.

BCHG is seeking to replace its existing office space because the space is inadequate to meet its service needs. In addition, the new office will allow for improved homeless services as the building design includes meeting space for trainings and workshops. This will benefit both BCHG staff as well as members of the Continuum of Care (CoC). The office design also includes storage space for donation and necessary supplies for area emergency shelters.

#### **Bucks County Housing Group Facility (BCHG)**

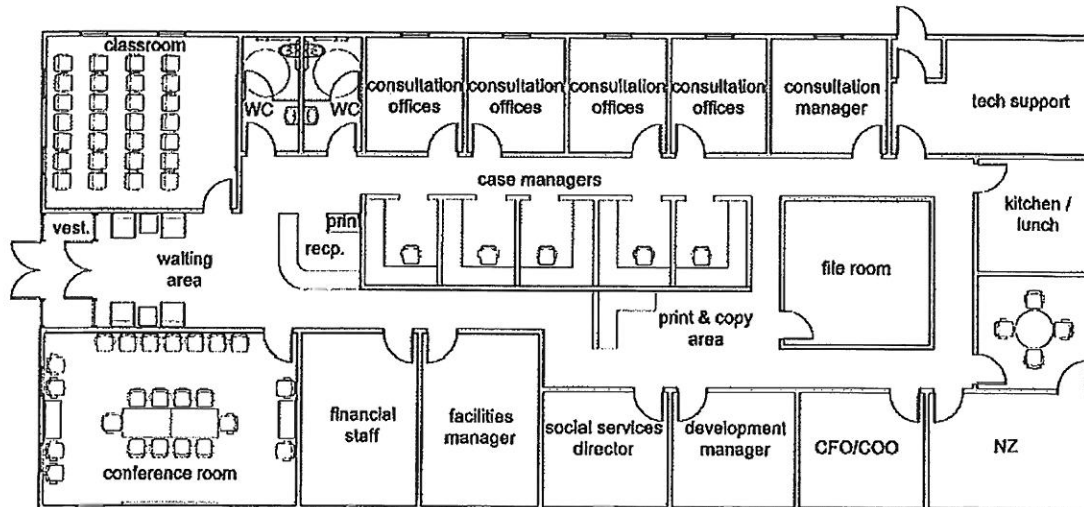
The proposed program for BCHG's is based on the organizations current space needs and projected area needs for the next 5 years. The proposed facility is a 5,000 sq. ft. one-story structure that includes a surface parking lot for 36 parking spaces. Considering the potential future needs, the location of the structure on the site allows for a reasonable expansion of an additional 1,500 to 2,000 sq. ft. The detailed proposed program is listed below:

Proposed Building Program

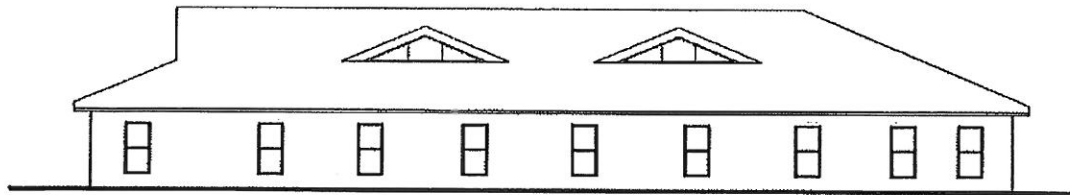
1. <u>Reception Vestibule</u>	60 s.f.
2. <u>Waiting Area</u> - chairs approx. 4 to 6.	144 s.f.
3. <u>Reception desk</u>	64 s.f.
4. <u>Consultation Offices</u> ( 4 ) 120 s.f. each	480 s.f.
5. <u>Case Managers</u> ( 5 ) 8 x 6 cubicle	340 s.f.
6. <u>Offices - Administrative Staff- approx. 7 -various sizes</u>	
NZ - two spaces / one office area	204 s.f.
/ one small table chairs	141 s.f.
CFO/COO	164 s.f.
Social Services Director	164 s.f.
Development Manager	164 s.f.
Consultation Manager	164 s.f.
Financial Staff ( 2 people share one office)	216 s.f.
Facilities Manager - ( larger office / part time staff)	216 s.f.
7. <u>File room</u> - File storage. ( centralized location)	225 s.f.
8. <u>Conference Room</u> - ( seat approximately 20 people)	477 s.f.
9. <u>Class Room</u> - ( seat approximately 30 people)	360 s.f.
10. <u>Kitchenette/lunch room</u>	141 s.f.
11. <u>Tech support</u> - ( separate room for server/ additional HVAC in area)	260 s.f.
12. <u>Copy / Print area</u>	100 s.f.
13. <u>Bathrooms</u> ( Men's /Women's - separate)	144 s.f.

<b>Program Sub Total:</b>	<b>4178 usable s.f.</b>
<b>Gross Sub Total:</b>	<b>1322 gross s.f.</b>
<b>Total Building Area:</b>	<b>5500 total s.f.</b>

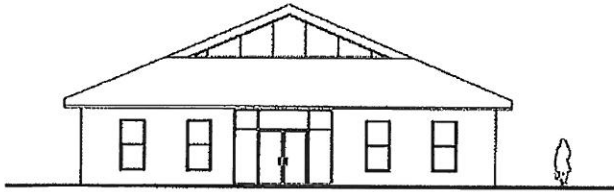
Proposed Facility Floor plan



Proposed Elevations



BUCKS COUNTY HOUSING GROUP- PROPOSED SIDE ELEVATION



BUCKS COUNTY HOUSING GROUP- PROPOSED FRONT ELEVATION

The proposed location of the BCHG facility is on Jacksonville Road, a major transportation link in the region. The reuse of the property has sufficient space to accommodate BCHG's facility and parking needs but also to support CoC and other homeless related training exercises and meetings.

2. Is the applicant requesting a deed transfer? Would the applicant agree to the Horsham Township Authority owning the property and building and leasing such properties to the applicant at no cost?

Yes, we are proposing a deed transfer; the site of the former housing units is proposed to be redeveloped as BCHG's offices.

Based on the reuse plan, Horsham Township's ownership of the property would add a level of complexity without a clear benefit to the public or to the homeless population.

3. Indicate what land use and zoning requirements or entitlements are necessary for the applicant to implement its Proposed Program in and around the buildings and property requested.

The construction of BCHG's office on the site is a different use and requires municipal zoning and planning board approvals.

4. Indicate whether existing buildings will be used and describe any new construction or rehabilitation that is anticipated on the requested property necessary for program implementation.

Creating an office at Jacksonville road will require demolition and new construction.

## **II. ORGANIZATIONAL CAPACITY**

Evidence that the management team is capable of successfully operating any proposed program will be examined. The applicant must demonstrate a record of past performance and experience with similar programs, viability, and financial and administrative solvency and stability based on the following:

1. A general description of past performance and experience operating similar programs to those proposed.

### **Bucks County Housing Group (BCHG)**

BCHG has operated and managed homeless services offices, facilities, and programs since 1979. BCHG's current Executive Director Nancy Szamborski has been a licensed Real Estate Broker since 1998 and further, managed the properties at Jacksonville Road and Shenandoah Woods for over 20 years in her role as Director of Housing for the military at Naval Air Warfare Center Warminster and Naval Air Station Joint Reserve Base Willow Grove. In that role, she planned and implemented the last major renovation of those 205 housing properties in 1994 and 1995. Ms. Szamborski also coordinated and supervised design and construction (a MILCON project) of a new Navy Family Housing Office (Bldg. 648) on base, which opened in 2000.

BCHG is a longtime presence in the Bucks County community and is the largest provider of homeless services in Bucks County. BCHG is an acknowledged leader and team player in the social service community. BCHG staff members participate in several key coalitions including: Housing Coalition, Fair Housing Council, Direct Service Coalition, Affordable Housing Committee, Morrisville Steering Committee and the Ten Year Plan to End Homelessness Consortium. BCHG also has a physical presence in all three regions of the county and has worked collegially with the Bucks County Department of Community Services and the Bucks County Commissioners since its inception in 1979.

2. A list of all projects/properties owned or managed (as applicable to the request) by the applicant including:

**BCHG Property Information List**

<b>Robert Morris Apartments: Meg Quinn, Property Manager Acquired 1986</b>					
<b>200 W Bridge St</b>					
<b>Morrisville, PA, 19067-7138*</b>					
Bldg Sq Ft	13,886	Percent Int Fin	100	Water	Public
Stories	2.00	Heat Delivery	Yes (Type Unknown)	Sewer	Public
Exterior	Brick	Cooling	Central Air	Yr Built	1964
Bsmt Type	Full	Gas	Public		
Frontage	300.00	Sq Ft	76,491	Zoning	R3
Depth	305.00	Acres	1.76		
Annual Tax \$65,385		2 bldgs with 33 apartments and 6 units used to house homeless families. Staff includes case/shelter manager and community builder			
High Schl Dist	Morrisville Boro		Lot	169	
Neighborhood	None Available		Latitude	40.206477	
TaxId	24-006-169		Longitude	-74.778064	
Tax Map	006		Census	1057.042	
<b>Bristol Apartments: Meg Quinn, Property Manager Acquired 1983</b>					
<b>1008 Jefferson Ave</b>					
<b>Bristol, PA, 19007-3919</b>					
Bldg Sq Ft	9,360	Bsmt Type	Full	Gas	Public
Stories	2.00	Percent Int Fin	100	Water	Public
Tot Units	16	Heat Delivery	Yes (Type Unknown)	Sewer	Public
Exterior	Brick	Cooling	None	Yr Built	1969
Frontage	207.00	Sq Ft	24,524	Shape	Irregular
Depth	227.00	Acres	0.56	Zoning	R2
Parcel is 2 properties Corner of Jefferson & Spring Sts – total 24 units in 2 bldgs					
Annual Tax \$18,732					
High Schl Dist	Bristol Boro		Lot	006	
Neighborhood	None Available		Latitude	40.108024	
TaxId	04-012-006		Longitude	-74.854271	
Tax Map	012		Census	1007.001	

<b>Penndel Shelter; Meg Quinn, Property Manager Acquired 1979</b>					
349 Durham Rd					
Langhorne, PA, 19047-7510					
Bldg Sq Ft	3,604	Bed Rms	8	Exterior	Frame
Bldg Footprint Sq Ft	1,360	Full Baths	3	Bsmt Type	Full
Stories	2.50	Part Baths	1	Water	Well/Pvt
Tot Units	1	Tot Baths	3.1	Sewer	On Site Septic
Tot Rms	17	Tot Fixtures	13	Yr Built	1915
Sq Ft	81,544	Acres	1.87	Zoning	R2
Annual tax – none; (County-owned property) Property is used as a 4-unit family homeless shelter and community food pantry. Staff includes a case/shelter manager.					
High Schl Dist	Neshaminy	Lot	058		
Neighborhood	None Available	Latitude	40.158491		
TaxId	22-041-058	Longitude	-74.90691		
Tax Map	041	Census	1008.101		

<b>Doylestown Shelter, Meg Quinn, Property Manager Acquired 1984</b>					
470 Old Dublin Pike					
Doylestown, PA, 18901-2356					
Tot Units	1	Water	Well/Pvt		
Grg Type	Detached	Sewer	On Site Septic		
Sq Ft	32,670	Acres	0.75	Zoning	R1
Annual tax – none; Year built – over 150 years ago; estimated bldg sq ft 6500 - 6 apt units. Property is used as a 6-unit family homeless shelter and community food pantry. Staff includes one case/shelter manager.					
High Schl Dist	Central Bucks	Lot	045		
Neighborhood	None Available	Latitude	40.331836		
TaxId	09-004-045	Longitude	-75.145104		
Tax Map	004	Census	1046.041		

<b>Fountainville Apartments: Meg Quinn, Property Manager Acquired 1994</b>					
<b>1910 Swamp Rd</b>					
<b>Fountainville, PA, 18923-9644</b>					
Bldg Sq Ft	3,305	Bed Rms	4	Fireplace	2
Bldg Footprint Sq Ft	840	Full Baths	3	Fireplace Stacks	2
Res Type	Multi-Fam/Det	Tot Baths	3	Gas	Public
Res Design	2 Story	Addtl Fixtures	6	Water	Public
Stories	2.00	Tot Fixtures	17	Sewer	Public
Tot Units	3	Exterior	Masonry	Yr Built	1860
Tot Rms	8	Bsmt Type	Full		
Sq Ft	222,809	Acres	5.12	Zoning	AG-RC
Annual Tax	\$11,665 - 11 apartment units in 3 bldgs.				
High Schl Dist	Central Bucks	Lot	025-003		
Neighborhood	None Available	Latitude	40.353758		
TaxId	26-004-025-003	Longitude	-75.172202		
Tax Map	004	Census	1020.021		

<b>Reliance Court Apartments: Meg Quinn, Property Manager Acquired 2002</b>					
<b>10-11 Reliance Ct</b>					
<b>Telford, PA, 18969-1214</b>					
Tot Units	2	Water	Public		
Gas	Public	Sewer	Public		
Annual tax -- none 2-unit duplex built in 1981; approx 1900 sq. ft.					
Sq Ft	958	Acres	0.02	Zoning	RR
High Schl Dist	Pennridge	Lot	010		
Neighborhood	None Available	Latitude	40.326499		
TaxId	15-041-010	Longitude	-75.318682		
Tax Map	041	Census	1021.042		



90 Reliance Sq Acquired 2004					
Telford, PA, 18969-1227					
Bldg Sq Ft	1,320	Bed Rms	3	Cooling	Central Air
Bldg Footprint Sq Ft	638	Full Baths	1	Gas	Public
Res Type	Row/Twnhse/Cluster	Part Baths	1	Water	Public
Res Design	2 Story	Tot Baths	1.1	Sewer	Public
Stories	2.00	Tot Fixtures	7	Yr Built	1979
Tot Units	1	Exterior	Frame		
Tot Rms	6	Bsmt Type	None		
Sq Ft	871	Acres	0.02	Zoning	RR
Annual tax \$2212					
High Schl Dist	Pennridge	Lot	090		
Neighborhood	Green Meadows	Latitude	40.325588		
TaxId	15-041-090	Longitude	-75.318213		
Tax Map	041	Census	1021.042		

169-170 Reliance Pl Acquired 2002					
Telford, PA, 18969-1219					
Tot Units	2	Water	Public		
Gas	Public	Sewer	Public		
Sq Ft	958	Acres	0.02	Zoning	RR
Annual tax – none; 2-unit duplex built 1978; approx. 1900 sq.ft.					
High Schl Dist	Pennridge	Lot	169		
Neighborhood	None Available	Latitude	40.325224		
TaxId	15-041-169	Longitude	-75.319394		
Tax Map	041	Census	1021.042		

Milford Square Shelter-Meg Quinn, Property Manager Acquired 2002					
2155 Milford Square Pike					
Quakertown, PA, 18951-2135					
Bldg Sq Ft	3,695	Bed Rms	9	Bsmt Type	Partial
Bldg Footprint Sq Ft	944	Full Baths	5	Water	Well/Pvt
Stories	2.00	Tot Baths	5	Sewer	On Site Septic
Tot Units	1	Tot Fixtures	17	Yr Built	1890
Tot Rms	13	Exterior	Frame		
Sq Ft	22,259	Shape	Irregular		
Acres	0.51	Zoning	SRM		
Annual tax – none; 6-unit family shelter housing and community food pantry; approx. 3700 sq.ft., staff includes one case/shelter manager					
High Schl Dist	Quakertown Community	Lot	082-004		
Neighborhood	None Available	Latitude	40.43593		
TaxId	23-010-082-004	Longitude	-75.40489		
Tax Map	010	Census	1028.023		



BCHG provides a total of 74 homeless shelter beds at the four Shelter Program (SHP) sites. BCHG also collaborates with St. Mary Medical Center in Langhorne, PA to provide case management for 54 additional beds. This program is entirely funded by the St Mary Medical Center department of Mission and Community Health. Finally BCHG provides 80 shelter beds through the Bridge and Transitional Programs. Rapid Re-Housing also provides additional beds at rental units. Currently 38 tenants (or 47.5% of all tenants) residing in BCHG rental units are receiving subsidized housing vouchers.

3. Plans for the expansion of the organization to meet an increased demand for services from the proposed programs. Identify any organizational adjustments needed for proposed programs including number of employees needed and job descriptions.

The new office facility will not require BCHG to expand its staff.

4. Provide a list of management functions that will be staffed at the property or in buildings requested and whether those management functions will be provided by the applicant or contracted out to a third party. If contracted out, please provide information regarding the selection process for those management services and how often a site manager will visit the property.

All property management functions will be facilitated by employees of BCHG. If the administrative office is moved to the site, all existing administrative operations facilitated by BCHG employees will function from office space on site. These include:

- Office of the Executive Director
- Chief Financial Officer and other fiscal management staff
- Director of Social Services and other social service staff
- Manager of Housing Counseling and other housing counseling staff
- Property Manager for shelters and other property specialist staff
- Development Officer and other development staff
- IT Manager
- Administrative Staff including interns
- Board of Directors

5. For other than public agencies, the following information must be provided:

- a) A full detailed and audited financial statement for the last two years (including, copies of tax returns for the last two fiscal years) of the organization's assets/reserves, liability, balances, make-up of current assets accounts receivable, balance of revenues and expenses and net worth. This report must include a balance sheet and income statement. If the applicant is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. A full disclosure of whether any of the organization's officers, principals or partners have declared bankruptcy in the last five (5) years.

See July 2009 NOI

b) A disclosure as to whether any of the organization's officers, principals or partners have been convicted of a felony in the last five (5) years and the nature of the conviction.

No BCHG officer principals or partners have been convicted of a felony in the last five (5) years.

c) A minimum of five (5) business references including names, addresses, telephone numbers and the nature and magnitude of the business association in each instance. These references must be persons or firms with whom you have transacted business during the past five (5) years.

**Department of Housing and Urban Development:** HUD funds several of BCHG programs including Milford Square SHP, Rapid Re-Housing Program, and Comprehensive Housing Counseling Program.

Andrea Edwards-Spence

*Economic Development Specialist*

Philadelphia Regional Office/HUD

The Wanamaker Building / 100 Penn Square East

Philadelphia, PA 19107-3380

Phone: 215-656-0500

**Pennsylvania Housing Finance Agency:** PHFA holds the mortgage for the Robert Morris Apartment Complex, and supports a position to provide services on site.

John Dotsey

*Program Administrator*

PO Box 8029

Harrisburg, Pennsylvania 17105-8029

Phone: 717-780-3800

**Bucks County Division of Children and Youth Social Services Agency:** Children and Youth underwrites housing costs for the Supportive Housing Program.

Lynne Rainey, LSW

*Director*

4259 West Swamp Road

Suite 200

Doylestown, PA 18901

Phone: 215-348-6900

**United Way of Bucks County:** United Way has provided program funding to BCHG for over 25 years.

Sharon Barker

*Acting President*

413 Hood Blvd.

Fairless Hills, PA 19030

Phone: 215-949-1660

d) A minimum of five (5) financial references including names, addresses and telephone numbers in each instance. It is required that two (2) of the five (5) references be banks or savings and loan institutions; also indicate the type of relationship.

**Wells Fargo/Wachovia NA:** Wachovia is the organization's correspondent bank.

Rachel Heartley

*Centralized Business Relationship Manager*

1525 West W.T. Harris Blvd.

Charlotte, NC 28288

Phone: 877-809-5218 Press#3, ext. 77153; or 704-427-7153

**Bucks County Bank:** Bucks County Bank holds all escrow accounts for BCHG.

Joe Donnelly

*Vice President*

356 York Road

Warminster, PA 18976

Phone: 215-230-7533

**William Penn Bank:** William Penn Bank holds two loans for BCHG.

Jim Douglas

*Vice President*

911 Second Street Pike

Richboro, PA 18954

Phone: 215-396-8585

**Univest:** Univest holds a mortgage for BCHG

John Dooley

*Vice President*

14 North Main Street

PO Box 64197

Souderton, PA 18964

Phone: 215-723-5571

**First National Bank and Trust Company of Newtown:** First National oversees BCHG on-line donation program.

Donna Dunham

*Vice President*

40 South State Street

Newtown, PA 18940

Phone: 215-860-9100

6. Homeless providers must attach a management plan demonstrating the experience and ability to manage the programs enumerated in the Notice of Interest.
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- a) **In the case of transitional housing programs**, applicants shall submit a proposed management plan that includes:

**SECTION IS NOT APPLICABLE – We are not proposing these services**

- 1) An affirmative marketing strategy including examples of marketing materials prepared by the organization's personnel, dealing specifically with the mission to provide homeless families with a

residential family environment where self advancement and responsibility can be fostered within a prescribed program.

- 2) An application screening procedure to determine tenant eligibility and certification of income, including methods for maintaining and periodically purging the waiting list, as well as disqualifying factors, including requirements that clients be drug free and sober while in the facility, and not have been previously convicted of assault, battery, possession for sale of controlled substances, burglary or weapons charges, or any other crimes against persons in the last five (5) years.
- 3) Orientation procedures for new residents to the mission goals established.
- 4) A method for linking specific social services and resources must be established.
- 5) Copy of a typical lease that would reflect the transitional aspects of the program.
- 6) A procedure for enforcing the rules of the lease and any additional program standards of conduct including an eviction procedure.
- 7) Where the homeless assistance program is based upon a charge to the individuals who-use the facility, please provide the following:
  - (a) Rent collection procedures including policies regarding late payments and damage charges.
  - (b) Vacancy turnaround procedures.
- 8) Procedures for complete financial accounting and periodic reports.

A formal accounting and financial reporting process will be required through contracting with a Certified Public Accountant whereby monthly financial statements, bank reconciliations, and a review of accounting transactions are provided to the Redevelopment Authority on a monthly basis by an individual separate from program management. An organization must also contract with an independent accountant to provide audited financial statements on an annual basis. The treasurer of each organization shall countersign all check copies on a monthly basis in conjunction with approving the Financial Statement. This dual signature must occur after the checks are issued and represent an auditable expenditure review process. Documented financial controls and procedure policies must also be available/or developed which prescribe the standard methodology used in handling accounting transactions inclusive of cash receipts, accounts payable activities, journal vouchers, and internal bank and investment transfers. Such policies and procedures must acknowledge the scope of financial activities conducted by the organization.
- 9) A property maintenance inspection program for buildings and units as applicable and grounds including a capital improvement program, purchasing, and inventory procedures.
- 10) Provisions for a security program.
- 11) A reporting system that will enable the community to evaluate the progress of the program on an annual basis.

12) Indicate whether resident support services will be provided both on-site and off-site.  
Proposed Management Plan for Transitional Housing located at Jacksonville Road (six units)

b) In the case of emergency shelter programs, applicants shall submit a proposed management plan that includes:

**SECTION IS NOT APPLICABLE – We are not proposing these services**

- 1) A screening procedure for acceptance of individuals into the program including eligibility criteria and disqualifying factors including the requirement for clients to be drug free and sober while in the facility and not previously convicted of assault, battery, possession for sale of controlled substance, burglary or weapon charges and all crimes against persons in last five (5) years.
- 2) A typical agreement that would be signed by program client's setting forth standards of conduct and behavior including eviction procedures.
- 3) Specific support services to be provided on-site and methods for creating linkages with other existing programs off-site.
- 4) Same submittal requests as identified for transitional housing program in subsection (a) as follows 4), 6), 8), 9), 10), 11), and 12).

In the case of other non-housing programs, a proposed management plan that also includes the same submittal requests listed under transitional housing programs in subsection (a), items (4), (8), (9), (10), and (11).

**SECTION IS NOT APPLICABLE – We are not proposing these services**

**Development Proforma  
Jacksonville Road Reuse  
BCHG Office**

<b>Development Costs</b>			
<b>New Construction (total square footage)</b>	5,000.00		
<b>Approvals/Site Acquisition</b>	Cost PSF	Per Unit Cost	Project Cost
Building/Land Acquisition*	\$ -	\$0	\$ -
Connection Fees	\$ 5	\$25,000	\$ 25,000
City Escrow Bldg/Zoning Bd Review Fees	\$ 5	\$25,000	\$ 25,000
City Escrow Construction Review Fees	\$ 5	\$25,000	\$ 25,000
Building Permit	\$ 5.00	\$25,000	\$ 25,000
<b>Subtotal/Cost per sqft</b>	<b>\$ 20.00</b>	<b>\$100,000</b>	<b>\$ 100,000</b>
<b>Construction:</b>			
Construction Costs	\$ 80.00	\$400,000	\$ 400,000
Site Costs & Demo	\$ 25.00	\$125,000	\$ 125,000
Contingency 10%	\$ 10.50	\$52,500	\$ 52,500
<b>Subtotal/Cost per sqft</b>	<b>\$ 115.50</b>	<b>\$577,500</b>	<b>\$ 577,500</b>
<b>Professional Fees:</b>			
Architectural	\$ 9.24	\$46,200	\$ 46,200
Construction Oversight	\$ 12.50	\$62,500	\$ 62,500
Engineer	\$ 6.93	\$34,650	\$ 34,650
Survey/Legal Description	\$ 3.00	\$15,000	\$ 15,000
Accounting	\$ 3.00	\$15,000	\$ 15,000
Legal	\$ 5.00	\$25,000	\$ 25,000
<b>Subtotal/Cost per sqft</b>	<b>\$ 39.67</b>	<b>\$198,350</b>	<b>\$ 198,350</b>
<b>Financing Fees:</b>			
Construction Loan Fees (1% commitment fee)	\$ 1.90	\$9,500	\$ 9,500
Construction Loan Interest (6.5% construction rate)	\$ 5.26	\$26,276	\$ 26,276
<b>Subtotal/Cost per sqft</b>	<b>\$ 7.16</b>	<b>\$35,776</b>	<b>\$ 35,776</b>
<b>Escrows/Other:</b>			
Furnishings & Equipment	\$ 3.00	\$15,000	\$ 15,000
Taxes During Construction	\$ -	\$0	\$ -
Title and Recording	\$ 2.00	\$10,000	\$ 10,000
Insurance	\$ 1.16	\$5,775	\$ 5,775
Development Fee	\$ 14.59	\$72,930	\$ 72,930
<b>Subtotal/Cost per sq/ft</b>	<b>\$ 20.74</b>	<b>\$103,705</b>	<b>\$103,705</b>
<b>Project Contingency 10%</b>	<b>\$ 6.03</b>	<b>\$30,125</b>	<b>\$30,125</b>
<b>Total Development Costs/ Cost per sqft</b>	<b>\$ 203.07</b>	<b>\$1,045,456</b>	<b>\$1,045,456</b>

<b>Sources of Funding</b>	
HFT	\$ 1,045,456
CDBG- Year 1	\$ (250,000)
CDBG- Year 2	\$ (250,000)
Private Fund raising	\$ (100,000)
<b>Total Per Unit Sources</b>	<b>\$ 445,456</b>

**5 Year Operating Proforma  
Jacksonville Road Reuse  
BCHG Office**

Projected 5 Year Income Statement	Year 1	Year 2	Year 3	Year 4	Year 5
Expense Inflation	1	1.03	1.03	1.03	1.03

Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Water	\$ 750	\$ 773	\$ 796	\$ 820	\$ 844
Sewer	\$ 750	\$ 773	\$ 796	\$ 820	\$ 844
PECO	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130
Exterminating	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563
<b>Total Operating Expense:</b>	<b>\$ 11,000</b>	<b>\$ 11,330</b>	<b>\$ 11,670</b>	<b>\$ 12,020</b>	<b>\$ 12,381</b>

Landscaping & Snow Removal	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814
Painting/Decorating	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251
General Maintenance	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377
Maintenance Supplies	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563
Replacement Escrow	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
<b>Total Maintenance Expense:</b>	<b>\$ 18,000</b>	<b>\$ 18,540</b>	<b>\$ 19,096</b>	<b>\$ 19,669</b>	<b>\$ 20,259</b>

Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Property & Liability Insurance	\$ 7,841	\$ 8,076	\$ 8,318	\$ 8,568	\$ 8,825
<b>Total R/E Taxes &amp; Insurance:</b>	<b>\$ 7,841</b>	<b>\$ 8,076</b>	<b>\$ 8,318</b>	<b>\$ 8,568</b>	<b>\$ 8,825</b>

<b>Total Operating Expenses:</b>	<b>\$ 36,841</b>	<b>\$ 37,946</b>	<b>\$ 39,085</b>	<b>\$ 40,257</b>	<b>\$ 41,465</b>
Debt Service	\$ 39,223	\$ 39,223	\$ 39,223	\$ 39,223	\$ 39,223
<b>Total Expenses</b>	<b>\$ 76,064</b>	<b>\$ 77,169</b>	<b>\$ 78,308</b>	<b>\$ 79,480</b>	<b>\$ 80,688</b>

Reserve Account	Year 1	Year 2	Year 3	Year 4	Year 5
Starting Account Balance	0	\$ 10,000	\$ 10,300	\$ 21,115	\$ 32,465
Simple Annual Interest	0	\$ 200	\$ 206	\$ 422	\$ 649
Less Reserve Deposit	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
Ending Balance	\$ 10,000	\$ 10,300	\$ 21,115	\$ 32,465	\$ 44,369

## 6.2. Legally Binding Agreements



Legally Binding Agreement

Between

Horsham Township Authority for NAS-JRB Willow Grove

Warminster Township

and

Aldie Foundation, Inc.

**LEGALLY BINDING AGREEMENT  
AMONG  
HORSHAM TOWNSHIP AUTHORITY FOR NAVAL AIR STATION  
JOINT RESERVE BASE WILLOW GROVE,  
WARMINSTER TOWNSHIP,  
AND ALDIE FOUNDATION, INC.  
WITH REGARD TO THE SHENANDOAH WOODS PROPERTY  
AT THE NAVAL AIR STATION JOINT RESERVE BASE WILLOW GROVE**

1           **THIS LEGALLY BINDING AGREEMENT** (“**Agreement**”) is made as of the 16th  
2 day of May, 2011, between the **Horsham Township Authority for Naval Air Station Joint**  
3 **Reserve Base Willow Grove**, the Federally recognized local redevelopment authority for the  
4 Naval Air Station Joint Reserve Base Willow Grove (“**HLRA**”), **Warminster Township, PA**  
5 (“**Warminster**”) and the **Aldie Foundation, Inc.**, a non-profit corporation incorporated in  
6 Pennsylvania (the “**Provider**”). The LRA, Warminster and Aldie may be referred to jointly as  
7 the “**Parties**,” or individually as a “**Party**.”  
8

**WITNESSETH**

9  
10  
11           **WHEREAS**, the Naval Air Station Joint Reserve Base Willow Grove (“**Willow**  
12 **Grove**”), located in Bucks County and Montgomery County, Pennsylvania, was recommended  
13 for closure by the 2005 Base Closure and Realignment Commission;  
14

15           **WHEREAS**, the property at Willow Grove will be disposed of by the Department of  
16 Defense (“**DoD**”) pursuant to the Defense Base Closure and Realignment Act of 1990, as  
17 amended (the “**Base Closure Act**”);  
18

19           **WHEREAS**, the HLRA is the Federally recognized local redevelopment authority  
20 required by the Base Closure Act to prepare a reuse plan (“**Reuse Plan**”) for Willow Grove;  
21

22           **WHEREAS**, a portion of the property at Willow Grove is located on certain portions of  
23 Shenandoah Woods within Warminster Township, and are more particularly identified in Exhibit  
24 A (the “**Shenandoah Woods Property**”);  
25

26           **WHEREAS**, Warminster is the responsible land use jurisdiction for the Shenandoah  
27 Woods Property;  
28

29           **WHEREAS**, pursuant to the screening process set forth in the Base Closure Community  
30 Redevelopment and Homeless Assistance Act of 1994 (“**Redevelopment Act**”), the Provider  
31 submitted a Notice of Interest to the HLRA on July 15, 2009, as amended on March 21, 2011  
32 (“**Aldie NOI**”), a copy of which is attached hereto as Exhibit B, to use the Shenandoah Woods

**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**

Page 2.

1 Property to, among other uses set forth in the Aldie NOI, acquire twenty (20) townhouse units on  
2 the Shenandoah Woods Property to assist the homeless population residing in Bucks County and  
3 Montgomery County, Pennsylvania;

4  
5 **WHEREAS**, the Redevelopment Authority for the County of Bucks (“**RDA**”), has  
6 expressed an interest to acquire the Shenandoah Woods Property by negotiated sale for public  
7 purposes;

8  
9 **WHEREAS**, the HLRA determined that the Provider’s proposed use of the Shenandoah  
10 Woods Property is consistent with the requirements of the Redevelopment Act and is consistent  
11 with the long-term goals of the Reuse Plan;

12  
13 **WHEREAS**, the Redevelopment Act requires, among other things, that the HLRA  
14 submit to the United States Department of Housing and Urban Development (“**HUD**”) a  
15 homeless assistance submission (“**Homeless Submission**”) and a copy of a legally binding  
16 agreement with representatives of the homeless selected by the HLRA to implement homeless  
17 programs that fill gaps in the existing continuum of care;

18  
19 **WHEREAS**, this Agreement is intended to legally bind the Parties and to fulfill the  
20 Redevelopment Act requirements;

21  
22 **WHEREAS**, the HLRA and the Provider desire to enter into this Agreement to legally  
23 bind the Parties, to comply with applicable Federal law, including the requirements of the  
24 Redevelopment Act, to address the needs of the homeless, and to further the reuse and  
25 redevelopment of the Shenandoah Woods Property.

26  
27 **NOW, THEREFORE**, the Parties hereby agree as follows:  
28

# LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 3.

## ARTICLE 1. LRA OBLIGATIONS.

1  
2  
3       **1.01 Reuse Plan.** The HLRA will complete and file with DoD and HUD a Willow  
4 Grove Reuse Plan that dedicates the use of the Shenandoah Woods Property by the Provider at  
5 no-cost for the purposes set forth in the Aldie NOI.  
6

7       **1.02 Acquisition of Shenandoah Woods Property.** Following HUD approval of the  
8 Willow Grove Reuse Plan, the HLRA shall seek to acquire title to the Shenandoah Woods  
9 Property from the Navy at no-cost in accordance with a Government deed to the Shenandoah  
10 Woods Property (“**Government Deed**”) for homeless purposes in accordance with the  
11 Redevelopment Act, the Willow Grove Reuse Plan, the Aldie NOI and this Agreement.  
12

13       **1.03 Conveyance of Shenandoah Woods Property.** Immediately upon receiving title  
14 to the Shenandoah Woods Property from the Navy, the HLRA, in its sole discretion and after  
15 consultation with the Provider, will either (i) convey the Shenandoah Woods Property to the  
16 Provider in accordance with a quitclaim deed to the Shenandoah Woods Road Property (“**HLRA**  
17 **Deed**”) in accordance with the Redevelopment Act, the Willow Grove Reuse Plan, the Aldie  
18 NOI and this Agreement so the Provider may implement the Aldie NOI at the Shenandoah  
19 Woods Property, or (ii) pay to the Provider in accordance with the Reuse Plan, the fixed sum of  
20 three hundred fifty thousand dollars (\$350,000.00) as an accommodation (“**Accommodation**  
21 **Payment**”) to allow the Provider to provide addiction treatment services for homeless  
22 individuals at another location.  
23

## ARTICLE 2. PROVIDER OBLIGATIONS.

24  
25       **2.01 Consent to NOI Objectives.** In consideration for the conveyance at no-cost of  
26 the Shenandoah Woods Property to the Provider, the Provider covenants and agrees to acquire,  
27 develop, improve, and use the Shenandoah Woods Property as the preferred means to  
28 accomplish the goals set forth in the Aldie NOI in accordance with the Reuse Plan and the Aldie  
29 NOI. Should the HLRA in lieu of conveying the Shenandoah Woods Property to the Provider,  
30 instead make the Accommodation Payment to the Provider, the Provider covenants and agrees to  
31 utilize such Accommodation Payment as the preferred means to provide addiction treatment  
32 services for homeless individuals at another location in accordance with the goals set forth in the  
33 Aldie NOI and the Reuse Plan.  
34  
35

36       **2.02 Costs.** The Provider shall be responsible for all costs and expenses associated  
37 with the design, construction and operation of the Shenandoah Woods Property from the  
38 effective date of the HLRA Deed conveying the Shenandoah Woods Property to the Provider.  
39

40       **2.03 Insurance.** From the effective date of the HLRA Deed conveying the  
41 Shenandoah Woods Property to the Provide, the Provider shall maintain a policy of commercial

## LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 4.

1 general liability, bodily injury/property damage insurance for the Shenandoah Woods Property  
2 and shall name the HLRA as an additional insured.  
3

4 **2.04 Acceptance of Shenandoah Woods Property.** The Provider will accept title to  
5 the Shenandoah Woods Property by means of the HLRA Deed, which shall be in substantially  
6 the same form as the quitclaim deed that conveys the Shenandoah Woods Property from the  
7 United States to the HLRA, and agrees to the terms, conditions, covenants and use restrictions  
8 contained therein.  
9

10 **2.05 Transfer or Conveyance.** Without written consent of the HLRA, which consent  
11 shall not be unreasonably withheld, conditioned, or delayed, the Provider may not convey or  
12 transfer any portion of the Shenandoah Woods Property to another party, either in whole or in  
13 part, except to a wholly-owned affiliated entity of the Provider that assumes all obligations of the  
14 Provider under this Agreement. The HLRA shall have sixty (60) days from receipt of such  
15 notice to object in writing to such transfer or conveyance. Failure of the HLRA to so object in  
16 writing within such sixty (60) day period shall be deemed consent.  
17

18 **2.06 Mortgage of Property.** Without written consent of the HLRA, which consent  
19 shall not be unreasonably withheld, conditioned, or delayed, the Provider may not mortgage all  
20 or a portion of the Shenandoah Woods Property. The Provider shall send a written notice to the  
21 HLRA of its intention to mortgage all or a portion of the Shenandoah Woods Property. The  
22 HLRA shall have sixty (60) days from receipt of such notice to object in writing to such  
23 mortgage. Failure of the HLRA to so object in writing within such sixty (60) day period shall be  
24 deemed consent.  
25

26 **2.07 Communication to Agencies.** If the Provider makes any written comments, or  
27 engages in any written communications, with any local, state, or federal agency regarding the  
28 approval or implementation of any future development proposals, applications, approvals or  
29 permits (including any related environmental documentation) relating to the Shenandoah Woods  
30 Property or the project, or any proposed, approved, or existing uses to the Shenandoah Woods  
31 Property provided to the Provider pursuant to this Agreement, prior to the conveyance of the  
32 Shenandoah Woods Property to the Provider, the Provider shall immediately provide complete  
33 copies of such written comments or communications to the HLRA. The Provider shall not be  
34 obligated under this Section 2.07 after the conveyance of the Shenandoah Woods Road Property  
35 to the Provider.  
36

37 **2.08 Indemnification.** The Provider shall indemnify and save the HLRA harmless  
38 against any and all claims, demands, suits, judgments of sums of money to any party accruing  
39 against the HLRA for loss of life or injury or damage to persons or property growing out of,  
40 resulting from, or by reason of any act or omission or the operation of the Provider, its agents,  
41 servants or employees while engaged in or about or in connection with the discharge or  
42 performance of the services to be done or performed by the Provider hereunder (unless the

1 foregoing results from the intentional acts or negligence of the HLRA). The Provider shall also  
2 hold the HLRA harmless from any and all claims and/or liens for labor, services, or materials  
3 furnished to the Provider in connection with the performance of the Provider's obligation under  
4 this Agreement and any obligations of Provider by reason of a default under this Agreement.  
5

6 **ARTICLE 3. CONTINGENCIES.**  
7

8 **3.01 Contingencies.** The obligations set forth in this Agreement are contingent upon  
9 the following events occurring (the "Contingencies"):  
10

11 **3.1.1** Approval of the HLRA's Homeless Submission, including this Agreement  
12 and the Reuse Plan, by HUD;  
13

14 **3.1.2** The closure of Willow Grove and the disposal of the Shenandoah Woods  
15 Road Property by the Navy in accordance with the Reuse Plan; and  
16

17 **3.1.3** The designation by the Navy (and any other environmental regulator, as  
18 applicable) that the Shenandoah Woods Property is environmentally suitable for the intended  
19 purposes set forth in the Aldie NOI.  
20

21 **ARTICLE 4. FAILURE BY THE PROVIDER TO USE THE PROPERTY FOR**  
22 **HOMELESS PURPOSES.**  
23

24 **4.01 Notifications to HLRA.** If the Provider (i) determines that it will no longer use  
25 the Shenandoah Woods Property for homeless purposes, (ii) is notified by the Navy or HUD that  
26 it is failing to comply with any Government Deed covenants, or (iii) is notified by the Navy or  
27 HUD that it is failing to comply with the terms and conditions of the Aldie NOI, then the  
28 Provider shall promptly notify the HLRA of such event in writing.  
29

30 **4.02 Return of Shenandoah Woods Property to HLRA.**  
31

32 **4.2.1** In the event that the Provider determines that it will no longer use the  
33 Shenandoah Woods Property for homeless purposes in accordance with the Aldie NOI, then the  
34 Provider shall promptly convey the Shenandoah Woods Property to the HLRA.  
35

36 **4.2.2** In the event that the Provider alleges that the Provider (i) has abandoned  
37 the Shenandoah Woods Property, or (ii) is not using the Shenandoah Woods Property in  
38 accordance with the Aldie NOI or is not in compliance with one or more of the use restrictions  
39 contained in the HLRA Deed (collectively, an "Alleged Default") then the HLRA shall send  
40 written notice to the Provider specifying in detail the nature of such Alleged Default (the  
41 "Provider Default Notice"). The Provider shall have ninety (90) days from receipt of the  
42 Provider Default Notice to cure an Alleged Default. In the event such the Provider does not cure



**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**

Page 6.

1 the Alleged Default within the time period, then there shall exist an “**Event of Default**” and the  
2 HLRA shall be entitled to seek any and all legal remedies necessary to enforce the terms of this  
3 Agreement, including, but not limited to (i) the rights set forth in Section 4.03 or (ii) any  
4 available action at law or in equity as required to compel performance of the terms of this  
5 Agreement.

6  
7 **4.03 Right to Property.** Upon the occurrence of an Event of Default, the HLRA  
8 shall have an immediate right of entry to all or any portion of the Shenandoah Woods Property,  
9 and, at the option of the HLRA, title to the Shenandoah Woods Property, as applicable, shall vest  
10 immediately in the HLRA, pursuant to the terms of the HLRA Deed.

11  
12 **4.04 Acquisition of Property by HLRA.** In the event the Provider’s rights under  
13 the HLRA Deed are extinguished in accordance with Section 4.02 or Section 4.03, and title to  
14 the Shenandoah Woods Property is again vested in the HLRA, the HLRA shall take appropriate  
15 actions to secure, to the maximum extent practicable, the utilization of the Shenandoah Woods  
16 Property, and the building and improvements located on such property, by other homeless  
17 representatives to assist the homeless in accordance with the Redevelopment Act, the Reuse Plan  
18 and the Homeless Submission; however, the HLRA may not be required to utilize the  
19 Shenandoah Woods Property, or buildings and improvements located on the Shenandoah Woods  
20 to assist the homeless.

21  
22 **ARTICLE 5. EFFECT OF ACCOMMODATION PAYMENT.**

23  
24 **5.01 Acceptance of Accommodation Payment.** If the HLRA makes the  
25 Accommodation Payment to the Provider in lieu of conveying the Shenandoah Woods Property  
26 to the Provider in accordance with Section 1.03 of this Agreement, then, and upon tender of such  
27 Accommodation Payment to the Provider (i) the HLRA shall have no further obligations to the  
28 Provider, (ii) the Provider shall use the Accommodation payment to assist the Homeless in  
29 Bucks and/or Montgomery Counties in accordance with the principles of the Aldie NOI, and (iii)  
30 the HLRA may dispose of the Shenandoah Woods Property for public purposes in accordance  
31 with the Willow Grove Reuse Plan without regard to any obligation to the Provider or the need  
32 to use the Shenandoah Woods Property for homeless purposes.

33  
34 **ARTICLE 6. ASSIGNMENT OF AGREEMENT TO WARMINSTER.**

35  
36 **6.01 Assignment of HLRA Rights.** Immediately upon approval by HUD of the  
37 HLRA’s Homeless Submission, including this Agreement and the Reuse Plan in accordance with  
38 the Redevelopment Act, the HLRA hereby assigns all of its rights and obligations under this  
39 Agreement to Warminster, as the responsible land use jurisdiction. Warminster hereby agrees to  
40 such assignment, and agrees that it will be responsible to implement this Agreement.  
41



**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**  
Page 7.

1           **6.02** In addition to any rights that Warminster may have as an assignee of the HLRA,  
2 Warminster shall in addition be considered a third party beneficiary of any and all covenants  
3 contained in the HLRA Deed conveying the Shenandoah Woods Property to the Provider.  
4

5           **6.03 Approval of NOI Objectives.** Warminster hereby endorses the purposes set  
6 forth in the Aldie NOI and agrees to faithfully implement this Agreement including the no-cost  
7 conveyance of the Shenandoah Woods Property to the Provider to accomplish the purposes set  
8 forth in the Aldie NOI.  
9

10          **6.04 Indemnification.** Warminster shall indemnify and save the HLRA harmless  
11 against any and all claims, demands, suits, judgments of sums of money to any party accruing  
12 against the HLRA for loss of life or injury or damage to persons or property growing out of,  
13 resulting from, or by reason of any act or omission or the operation of Warminster, its agents,  
14 servants or employees while engaged in or about or in connection with the discharge or  
15 performance of the services to be done or performed by Warminster hereunder (unless the  
16 foregoing results from the intentional acts or negligence of the HLRA). Warminster shall also  
17 hold the HLRA harmless from any and all claims and/or liens for labor, services, or materials  
18 furnished to Warminster in connection with the performance of Warminster’s obligation under  
19 this Agreement and any obligations of Warminster by reason of a default under this Agreement.  
20

21 **ARTICLE 7. ENTIRE AGREEMENT, AMENDMENT, WAIVER.**

22  
23          **7.01** This Agreement contains the entire agreement and understanding of the Parties  
24 with respect to all rights and responsibilities associated with the Shenandoah Woods Property,  
25 and may not be amended, modified or discharged nor may any of its terms be waived except by  
26 an instrument in writing signed by the Party to be bound thereby. The Parties hereto shall not be  
27 bound by any terms, conditions, statements, warranties or representations, oral or written, not  
28 contained herein. This Agreement supersedes and replaces any prior agreements by the Parties.  
29

30 **ARTICLE 8. NOTICES.**

31  
32          **8.01** Any notice, request, demand, instruction or other document to be given or served  
33 hereunder or under any document or instrument executed pursuant hereto shall be in writing and  
34 shall be delivered personally (including by messenger) or sent by United States registered or  
35 certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and  
36 addressed to the parties at their respective addresses set forth below, and the same shall be  
37 effective upon receipt if delivered personally or by messenger or two business days after deposit  
38 in the mail if mailed. A Party may change its address for receipt of notices by service of a notice  
39 of such change in accordance herewith.  
40

41                                If to the LRA:                                Township Manager/LRA Director  
42    Horsham Township

**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**

Page 8.

1 1025 Horsham Road  
2 Horsham, PA 19044  
3 Phone: (215) 643-3133  
4

5 With a copy to: George R. Schlossberg, Esq.  
6 Kutak Rock, LLP  
7 1101 Connecticut Ave, NW, Suite 1000  
8 Washington, DC 20036  
9 Phone: (202) 828-2418  
10

11 If to Aldie: Michael Ratajczak  
12 Aldie Foundation Inc.  
13 228 North Main Street  
14 Doylestown, PA 18901  
15 Phone: (215) 345-8530  
16

17 With a copy to: Thomas J. Smith, III, Esq.  
18 Harris and Harris, P.C.  
19 1760 Bristol Road  
20 P.O. Box 160  
21 Warrington, PA 18976  
22

23 If to Warminster: Mr. Robert Tate  
24 Township Manager  
25 Warminster Township  
26 401 Gibson Avenue  
27 Warminster, PA 18974  
28

29 With a copy to: Mr. Michael J. Savona, Esq.  
30 FRIEDMAN SCHUMAN, PC  
31 101 Greenwood Avenue, Fifth Floor  
32 Jenkintown, PA 19046  
33 Phone: (215) 690-3825  
34

35 **ARTICLE 9. MISCELLANEOUS.**  
36

37 **9.01 Survival and Benefit.** All representations, warranties, agreements, obligations  
38 and indemnities of the Parties shall, notwithstanding any investigation made by any Party hereto,  
39 survive closing and the same shall inure to the benefit of and be binding upon the respective  
40 successors and assigns of the Parties.  
41

**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**

Page 9.

1 **9.02 Applicable Law.** This Agreement shall be governed by and construed in  
2 accordance with Federal law and the laws of the Commonwealth of Pennsylvania, as applicable.  
3

4 **9.03 Severability.** If any term or provision of this Agreement or the application  
5 thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the  
6 remainder of this Agreement, or the application of such term or provision to persons or  
7 circumstances other than those as to which it is held invalid or unenforceable, shall not be  
8 affected thereby, and each such term and provision of this Agreement shall be valid and be  
9 enforced to the fullest extent permitted by law.

10  
11 **9.04 Entire Understanding of the Parties.** This Agreement constitutes the entire  
12 understanding and agreement of the Parties with respect to implementation of those portions of  
13 the Reuse Plan related to homeless needs and facilities pursuant to the Redevelopment Act and  
14 the Base Closure Act.

15  
16 **9.05 Title of Parts and Sections.** Any titles of the sections or subsections of this  
17 Agreement are inserted for convenience of reference only and shall be disregarded in interpreting  
18 any part of the Agreement's provisions.

19  
20 **9.06 Time is of the essence.** In the performance of this Agreement, time is of the  
21 essence.  
22

23 **9.07 Multiple Originals; Counterparts.** This Agreement may be executed in  
24 multiple originals, each of which is deemed to be an original, and may be signed in counterparts.  
25  
26

27 **ARTICLE 9. EXHIBIT LIST.**  
28

29 **9.01** The following exhibits are attached hereto and made a part of this Agreement:  
30

31 **Exhibit A.** Shenandoah Woods Property

32 **Exhibit B.** Aldie NOI  
33  
34

35 **[Signature Page Follows]**  
36  
37

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

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IN WITNESS WHEREOF, the Parties have approved this Legally Binding Agreement on the date first above written.

HORSHAM TOWNSHIP AUTHORITY FOR NAVAL  
AIR STATION JOINT RESERVE BASE WILLOW GROVE

Michael J. Meyer  
by: Michael J. Meyer  
date: 5/14/11

ALDIE FOUNDATION, INC.

Richard Patajczyk  
by: Richard Patajczyk  
date: 5/14/11

WARMINSTER TOWNSHIP, PA

\_\_\_\_\_  
by: \_\_\_\_\_  
date: \_\_\_\_\_

**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**

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IN WITNESS WHEREOF, the Parties have approved this Legally Binding Agreement on the date first above written.

**HORSHAM TOWNSHIP AUTHORITY FOR NAVAL  
AIR STATION JOINT RESERVE BASE WILLOW GROVE**

Michael J. M'Ger  
by: Michael J. M'Ger Executive Director  
date: 5/16/11

**ALDIE FOUNDATION, INC.**

\_\_\_\_\_  
by: \_\_\_\_\_  
date: \_\_\_\_\_

**WARMINSTER TOWNSHIP, PA**

\_\_\_\_\_  
by: Christ V. Sato  
date: 5/16/2011

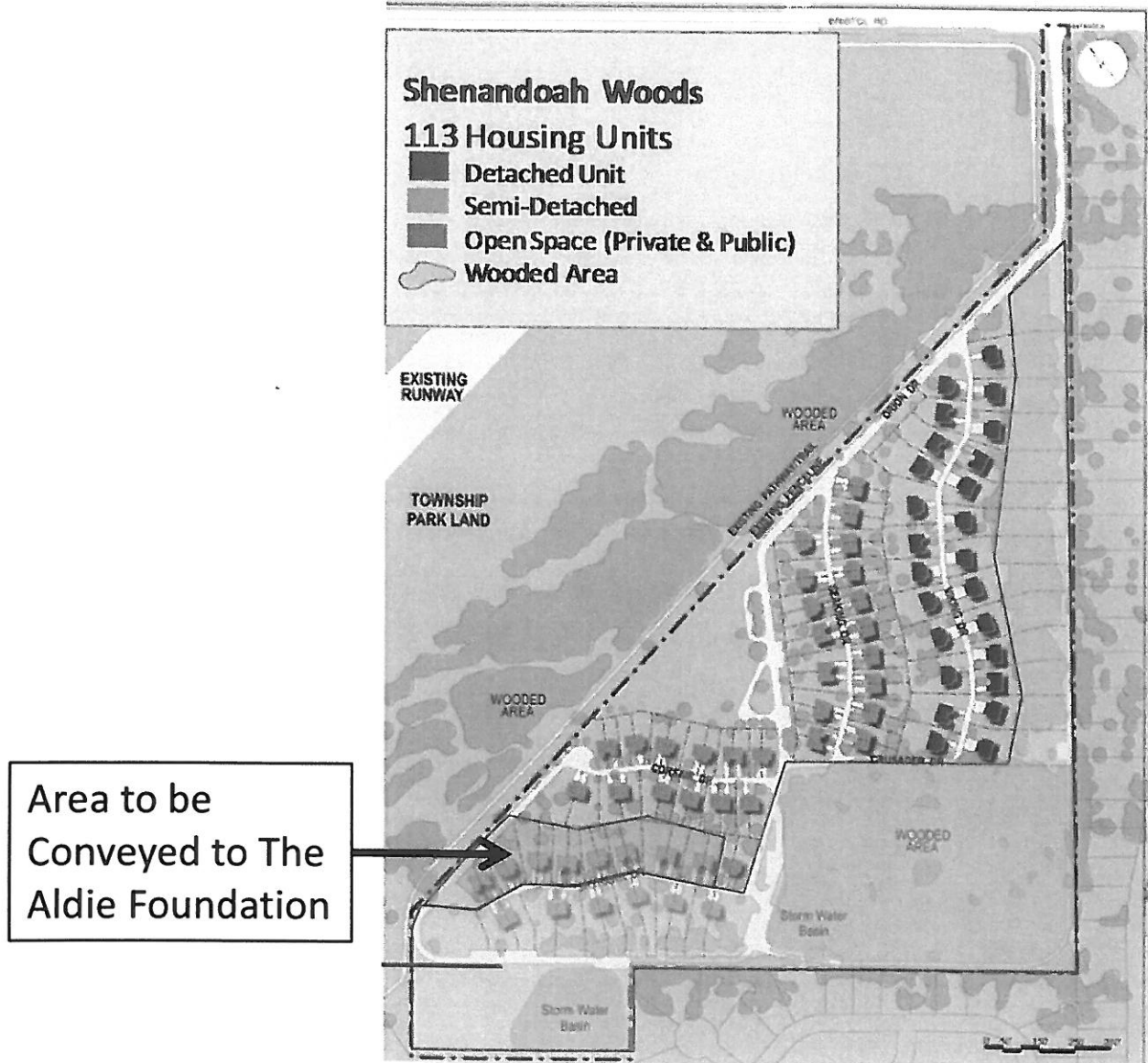
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**Exhibit A**

**Shenandoah Woods Property**

Exhibit A

# SHENANDOAH WOODS PROPERTY (20 TOWNHOUSE UNITS)





**LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY**  
Page 12.

1  
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**Exhibit B**

**Aldie NOI**

See Section 6.1

Revised NOI

J. LAWRENCE GRIM, JR.  
STEPHEN P. MOYER  
JEFFREY G. TRAUGER  
MARY C. EBERLE  
JOHN B. RICE  
DIANNE C. MAGEE \*  
DALE EDWARD CAYA  
DAVID P. CARO \*  
DANIEL J. PAUL \* †  
JONATHAN J. REISS †  
GREGORY E. GRIM †  
PETER NELSON \*  
COLBY S. GRIM  
DIANE M. SODANO \*  
PATRICK M. ARMSTRONG  
JOEL STEINMAN  
SEAN M. GRESH  
KELLY L. EBERLE \*

\* ALSO ADMITTED IN NEW JERSEY  
† ALSO ADMITTED IN NEW YORK  
‡ MASTERS IN TAXATION  
\* ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES  
**GRIM, BIEHN & THATCHER**

A PROFESSIONAL CORPORATION  
SUCCESSOR TO  
GRIM & GRIM AND BIEHN & THATCHER  
ESTABLISHED 1895 AND 1956,  
RESPECTIVELY  
116TH ANNIVERSARY 1895-2011

[www.grimlaw.com](http://www.grimlaw.com)

PLEASE REPLY TO:  
PERKASIE

Mary C. Eberle  
e-mail: [meberle@grimlaw.com](mailto:meberle@grimlaw.com)

JOHN FREDERIC GRIM, OF COUNSEL  
JEAN M. KEELER, OF COUNSEL  
LAURA A. CULLEN, OF COUNSEL

104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA, 18944-0215  
(215) 257-6811  
FAX (215) 257-5374

P.O. BOX 380  
QUAKERTOWN, PA, 18951-0380  
(215) 536-1200  
FAX (215) 538-9588

P.O. BOX 1369  
DOYLESTOWN, PA, 18901  
(215) 348-2199  
FAX (215) 348-2520

May 17, 2011

Ms. Linda R. Charest  
Base Realignment and Closure Coordinator  
Office of Special Needs Assistance Programs, Room #7266  
U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street, SW., Washington, DC 20410


Dear Ms. Charest:

This letter is in response to the requirement that the Horsham Township Authority for Naval Air Station Joint Reserve Base Willow Grove ("HLRA"), the federally recognized local redevelopment authority for NASJRB Willow Grove, provide an opinion that the Legally Binding Agreement Between the Horsham Township Authority for Naval Air Station Joint Reserve Base Willow Grove and Warminster Township and Aldie Foundation ("LBA"), an agreement between the HLRA, the appropriate land use jurisdiction and a homeless provider made a part of the HLRA's homeless submission to the U.S. Department of Housing and Urban Development pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, is valid, binding and enforceable.

I am Counsel to the HLRA and licensed to practice law in the Commonwealth of Pennsylvania. In my opinion, when properly executed pursuant to appropriate authority, the LBA will be valid, binding and enforceable under the laws of the Commonwealth of Pennsylvania.

Sincerely,

GRIM, BIEHN & THATCHER

By:   
Mary C. Eberle

MCE/tgf

Legally Binding Agreement

Between

Horsham Township Authority for NAS-JRB Willow Grove

Borough of Ivyland

and

Bucks County Housing Group, Inc.

**LEGALLY BINDING AGREEMENT  
AMONG  
HORSHAM TOWNSHIP AUTHORITY FOR NAVAL AIR STATION  
JOINT RESERVE BASE WILLOW GROVE,  
BOROUGH OF IVYLAND,  
AND BUCKS COUNTY HOUSING GROUP, INC.  
WITH REGARD TO THE JACKSONVILLE ROAD PROPERTY  
AT THE NAVAL AIR STATION JOINT RESERVE BASE WILLOW GROVE**

1           **THIS LEGALLY BINDING AGREEMENT** (“Agreement”) is made as of the 4<sup>th</sup> day  
2 of May, 2011, between the **Horsham Township Authority for Naval Air Station Joint**  
3 **Reserve Base Willow Grove**, the Federally recognized local redevelopment authority for the  
4 Naval Air Station Joint Reserve Base Willow Grove (“**HLRA**”), **Borough of Ivyland, PA**  
5 (“**Ivyland**”), and the **Bucks County Housing Group, Inc.**, a non-profit corporation incorporated  
6 in Pennsylvania (the “**Provider**”). The HLRA, Ivyland and the Provider may be referred to  
7 jointly as the “**Parties**,” or individually as a “**Party**.”  
8

**WITNESSETH**

9  
10  
11           **WHEREAS**, the Naval Air Station Joint Reserve Base Willow Grove (“**Willow**  
12 **Grove**”), located in Bucks County and Montgomery County, Pennsylvania, was recommended  
13 for closure by the 2005 Base Closure and Realignment Commission;  
14

15           **WHEREAS**, the property at Willow Grove will be disposed of by the Department of  
16 Defense (“**DoD**”) pursuant to the Defense Base Closure and Realignment Act of 1990, as  
17 amended (the “**Base Closure Act**”);  
18

19           **WHEREAS**, the HLRA is the Federally recognized local redevelopment authority  
20 required by the Base Closure Act to prepare a reuse plan (“**Reuse Plan**”) for Willow Grove;  
21

22           **WHEREAS**, certain portions of the property at Willow Grove are located on  
23 Jacksonville Road within the Borough of Ivyland, and are more particularly identified in Exhibit  
24 A (the “**Jacksonville Road Property**”);  
25

26           **WHEREAS**, Ivyland is the responsible land use jurisdiction for the Jacksonville Road  
27 Property;  
28

29           **WHEREAS**, pursuant to the screening process set forth in the Base Closure Community  
30 Redevelopment and Homeless Assistance Act of 1994 (“**Redevelopment Act**”), the Provider  
31 submitted a Notice of Interest to the HLRA on July 15, 2009, as amended on March 25, 2011  
32 (“**BCHG NOI**”), a copy of which is attached hereto as Exhibit B, to use the Jacksonville Road

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 2.

1 Property to, among other uses set forth in the BCHG NOI, provide office space for BCHG to  
2 deliver homeless services and other related homeless provider programming;  
3

4 **WHEREAS**, the HLRA determined that the Provider’s proposed use of the Jacksonville  
5 Road Property is consistent with the requirements of the Redevelopment Act and is consistent  
6 with the long-term goals of the Reuse Plan;  
7

8 **WHEREAS**, the Redevelopment Act requires, among other things, that the HLRA  
9 submit to the United States Department of Housing and Urban Development (“**HUD**”) a  
10 homeless assistance submission (“**Homeless Submission**”) and a copy of a legally binding  
11 agreement with representatives of the homeless selected by the HLRA to implement homeless  
12 programs that fill gaps in the existing continuum of care;  
13

14 **WHEREAS**, this Agreement is intended to legally bind the Parties and to fulfill the  
15 Redevelopment Act requirements;  
16

17 **WHEREAS**, the HLRA and the Provider desire to enter into this Agreement to legally  
18 bind the Parties, to comply with applicable Federal law, including the requirements of the  
19 Redevelopment Act, to address the needs of the homeless, and to further the reuse and  
20 redevelopment of the Jacksonville Road Property.  
21

22 **NOW, THEREFORE**, the Parties hereby agree as follows:  
23

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 3.

1 **ARTICLE 1. HLRA OBLIGATIONS.**

2  
3 **1.01 Reuse Plan.** The HLRA will complete and file with DoD and HUD a Willow  
4 Grove Reuse Plan that dedicates the use of the Jacksonville Road Property by the Provider at no-  
5 cost for the purposes set forth in the BCHG NOI.  
6

7 **1.02 Acquisition of Jacksonville Road Property.** Following HUD approval of the  
8 Willow Grove Reuse Plan, the HLRA shall seek to acquire title to the Jacksonville Road  
9 Property from the Navy at no-cost in accordance with a Government deed to the Jacksonville  
10 Road Property ("**Government Deed**") for homeless purposes in accordance with the  
11 Redevelopment Act, the Willow Grove Reuse Plan, the BCHG NOI and this Agreement.  
12

13 **1.03 Conveyance of Jacksonville Road Property.** Immediately upon receiving title  
14 to the Jacksonville Road Property from the Navy, the HLRA will convey the Jacksonville Road  
15 Property to the Provider in accordance with a quitclaim deed to the Jacksonville Road Property  
16 ("**HLRA Deed**") in accordance with the Redevelopment Act, the Willow Grove Reuse Plan, the  
17 BCHG NOI and this Agreement so the Provider may implement the BCHG NOI at the  
18 Jacksonville Road Property.  
19

20 **ARTICLE 2. PROVIDER OBLIGATIONS.**

21  
22 **2.01 Consent to NOI Objectives.** In consideration for the conveyance at no-cost of  
23 the Jacksonville Road Property to the Provider, the Provider covenants and agrees to acquire,  
24 develop, improve, and use the Jacksonville Road Property as the preferred means to accomplish  
25 the goals set forth in the BCHG NOI in accordance with the Reuse Plan and the BCHG NOI.  
26

27 **2.02 Costs.** The Provider shall be responsible for all costs and expenses associated  
28 with the design, construction and operation of the Jacksonville Road Property from the effective  
29 date of the HLRA Deed conveying the Jacksonville Road Property to the Provider.  
30

31 **2.03 Insurance.** The Provider shall maintain a policy of commercial general liability,  
32 bodily injury/property damage insurance for the Jacksonville Road Property and shall name the  
33 HLRA as an additional insured.  
34

35 **2.04 Acceptance of Jacksonville Road Property.** The Provider will accept title to the  
36 Jacksonville Road Property by means of the HLRA Deed and agrees to the terms, conditions,  
37 covenants and use restrictions contained therein.  
38

39 **2.05 Transfer or Conveyance.** Without written consent of the HLRA, which consent  
40 shall not be unreasonably withheld, conditioned, or delayed, the Provider may not convey or  
41 transfer any portion of the Jacksonville Road Property to another party, either in whole or in part,



**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 4.

1 except to a wholly-owned affiliated entity of the Provider that assumes all obligations of the  
2 Provider under this Agreement. The HLRA shall have sixty (60) days from receipt of such  
3 notice to object in writing to such transfer or conveyance. Failure of the HLRA to so object in  
4 writing within such sixty (60) day period shall be deemed consent.  
5

6 **2.06 Mortgage of Property.** Without written consent of the HLRA, which consent  
7 shall not be unreasonably withheld, conditioned, or delayed, the Provider may not mortgage all  
8 or a portion of the Jacksonville Road Property. The Provider shall send a written notice to the  
9 HLRA of its intention to mortgage all or a portion of the Jacksonville Road Property. The  
10 HLRA shall have sixty (60) days from receipt of such notice to object in writing to such  
11 mortgage. Failure of the HLRA to so object in writing within such sixty (60) day period shall be  
12 deemed consent.  
13

14 **2.07 Communication to Agencies.** If the Provider makes any written comments, or  
15 engages in any written communications, with any local, state, or federal agency regarding the  
16 approval or implementation of any future development proposals, applications, approvals or  
17 permits (including any related environmental documentation) relating to the Jacksonville Road  
18 Property or the project, or any proposed, approved, or existing uses to the Property provided to  
19 the Provider pursuant to this Agreement, prior to the conveyance of the Jacksonville Road  
20 Property to the Provider, the Provider shall immediately provide complete copies of such written  
21 comments or communications to the HLRA. The Provider shall not be obligated under this  
22 Section 2.07 after the conveyance of the Jacksonville Road Property to the Provider.  
23

24 **2.08 Indemnification.** The Provider shall indemnify and save the HLRA harmless  
25 against any and all claims, demands, suits, judgments of sums of money to any party accruing  
26 against the HLRA for loss of life or injury or damage to persons or property growing out of,  
27 resulting from, or by reason of any act or omission or the operation of the Provider, its agents,  
28 servants or employees while engaged in or about or in connection with the discharge or  
29 performance of the services to be done or performed by the Provider hereunder (unless the  
30 foregoing results from the intentional acts or negligence of the HLRA). The Provider shall also  
31 hold the HLRA harmless from any and all claims and/or liens for labor, services, or materials  
32 furnished to the Provider in connection with the performance of the Provider's obligation under  
33 this Agreement and any obligations of Provider by reason of a default under this Agreement.  
34

35 **ARTICLE 3. CONTINGENCIES.**  
36

37 **3.01 Contingencies.** The obligations set forth in this Agreement are contingent upon  
38 the following events occurring (the "Contingencies"):  
39

40 **3.1.1** Approval of the HLRA's Homeless Submission, including this Agreement  
41 and the Reuse Plan, by HUD;

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 5.

1  
2           **3.1.2** The closure of Willow Grove and the disposal of the Jacksonville Road  
3 Property by the Navy in accordance with the Reuse Plan;  
4

5           **3.1.3** The designation by the Navy (and any other environmental regulator, as  
6 applicable) that the Jacksonville Road Property is environmentally suitable for the intended  
7 purposes set forth in the BCHG NOI; and  
8

9           **ARTICLE 4. FAILURE BY THE PROVIDER TO USE THE PROPERTY FOR**  
10           **HOMELESS PURPOSES.**  
11

12           **4.01 Notifications to HLRA.** If the Provider (i) determines that it will no longer use  
13 the Jacksonville Road Property for homeless purposes, (ii) is notified by the Navy or HUD that it  
14 is failing to comply with any Government Deed covenants, or (iii) is notified by the Navy or  
15 HUD that it is failing to comply with the terms and conditions of the BCHG NOI, then the  
16 Provider shall promptly notify the HLRA of such event in writing.  
17

18           **4.02 Return of Jacksonville Roads Property to HLRA.**  
19

20           **4.2.1** In the event that the Provider determines that it will no longer use the  
21 Jacksonville Road Property for homeless purposes in accordance with the BCHG NOI, then the  
22 Provider shall promptly convey the Jacksonville Road Property to the HLRA.  
23

24           **4.2.2** In the event that the HLRA alleges that the Provider (i) has abandoned the  
25 Jacksonville Road Property, or (ii) is not using the Jacksonville Road Property in accordance  
26 with the BCHG NOI or is not in compliance with one or more of the use restrictions contained in  
27 the HLRA Deed (collectively, an “Alleged Default”) then the HLRA shall send written notice to  
28 the Provider specifying in detail the nature of such Alleged Default (the “**Provider Default**  
29 **Notice**”). The Provider shall have ninety (90) days from receipt of the Provider Default Notice  
30 to cure an Alleged Default. In the event such the Provider does not cure the Alleged Default  
31 within the time period, then there shall exist an “**Event of Default**” and the HLRA shall be  
32 entitled to seek any and all legal remedies necessary to enforce the terms of this Agreement,  
33 including, but not limited to (i) the rights set forth in Section 4.03 or (ii) any available action at  
34 law or in equity as required to compel performance of the terms of this Agreement.  
35

36           **4.03 Right to Property.** Upon the occurrence of an Event of Default, the HLRA  
37 shall have an immediate right of entry to all or any portion of the Jacksonville Road Property,  
38 and, at the option of the HLRA, title to the Jacksonville Road Property, as applicable, shall vest  
39 immediately in the HLRA, pursuant to the terms of the HLRA Deed.  
40

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 6.

1           **4.04 Acquisition of Property by HLRA.** In the event the Provider's rights under  
2 the HLRA Deed are extinguished in accordance with Section 4.02 or Section 4.03, and title to  
3 the Jacksonville Road Property is again vested in the HLRA, the HLRA shall take appropriate  
4 actions to secure, to the maximum extent practicable, the utilization of the Jacksonville Road  
5 Property, and the building and improvements located on such property, by other homeless  
6 representatives to assist the homeless in accordance with the Redevelopment Act, the Reuse Plan  
7 and the Homeless Submission; however, the HLRA may not be required to utilize the  
8 Jacksonville Road Property, or buildings and improvements located on the Jacksonville Property  
9 to assist the homeless.

10  
11 **ARTICLE 5. ASSIGNMENT OF AGREEMENT TO IVYLAND.**

12  
13           **5.01 Assignment of HLRA Rights.** Immediately upon approval by HUD of the  
14 HLRA's Homeless Submission, including this Agreement and the Reuse Plan in accordance with  
15 the Redevelopment Act, the HLRA hereby assigns all of its rights and obligations under this  
16 Agreement to Ivyland, as the responsible land use jurisdiction. Ivyland hereby agrees to such  
17 assignment, and agrees that it will be responsible to implement this Agreement.

18  
19           **5.02** In addition to any rights that Ivyland may have as an assignee of the HLRA,  
20 Ivyland shall in addition be considered a third party beneficiary of any and all covenants  
21 contained in the HLRA Deed conveying the Jacksonville Road Property to the Provider.

22  
23           **5.03 Approval of NOI Objectives.** Ivyland hereby endorses the purposes set forth in  
24 the BCHG NOI and agrees to faithfully implement this Agreement including the no-cost  
25 conveyance of the Jacksonville Road Property to the Provider to accomplish the purposes set  
26 forth in the BCHG NOI.

27  
28           **5.04 Indemnification.** Ivyland shall indemnify and save the HLRA harmless against  
29 any and all claims, demands, suits, judgments of sums of money to any party accruing against  
30 the HLRA for loss of life or injury or damage to persons or property growing out of, resulting  
31 from, or by reason of any act or omission or the operation of Ivyland, its agents, servants or  
32 employees while engaged in or about or in connection with the discharge or performance of the  
33 services to be done or performed by Ivyland hereunder (unless the foregoing results from the  
34 intentional acts or negligence of the HLRA). Ivyland shall also hold the HLRA harmless from  
35 any and all claims and/or liens for labor, services, or materials furnished to Ivyland in connection  
36 with the performance of Ivyland's obligation under this Agreement and any obligations of  
37 Ivyland by reason of a default under this Agreement.

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 7.

1 **ARTICLE 6. ENTIRE AGREEMENT, AMENDMENT, WAIVER.**

2  
3 **6.01** This Agreement contains the entire agreement and understanding of the Parties  
4 with respect to all rights and responsibilities associated with the Jacksonville Road Property, and  
5 may not be amended, modified or discharged nor may any of its terms be waived except by an  
6 instrument in writing signed by the Party to be bound thereby. The Parties hereto shall not be  
7 bound by any terms, conditions, statements, warranties or representations, oral or written, not  
8 contained herein. This Agreement supersedes and replaces any prior agreements by the Parties.  
9

10 **ARTICLE 7. NOTICES.**

11  
12 **7.01** Any notice, request, demand, instruction or other document to be given or served  
13 hereunder or under any document or instrument executed pursuant hereto shall be in writing and  
14 shall be delivered personally (including by messenger) or sent by United States registered or  
15 certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and  
16 addressed to the parties at their respective addresses set forth below, and the same shall be  
17 effective upon receipt if delivered personally or by messenger or two business days after deposit  
18 in the mail if mailed. A Party may change its address for receipt of notices by service of a notice  
19 of such change in accordance herewith.  
20

21 If to the LRA: Township Manager/LRA Director  
22 Horsham Township  
23 1025 Horsham Road  
24 Horsham, PA 19044  
25 Phone: (215) 643-3133

26  
27 With a copy to: George R. Schlossberg, Esq.  
28 Kutak Rock, LLP  
29 1101 Connecticut Ave, NW, Suite 1000  
30 Washington, DC 20036  
31 Phone: (202) 828-2418

32  
33  
34 If to the Provider: Nancy Szamborski  
35 Bucks County Housing Group, Inc.  
36 2324 Second Street Pike, Ste. 17  
37 Wrightstown, PA 18940  
38 Phone: (215) 598-3566, ext. 116

39  
40 With a copy to: Laura J. Schwartz, Esq.  
41 Director of Economic Development

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 8.

1 Regional Housing Legal Services  
2 2 South Easton Road  
3 Glenside, PA 19038  
4 Phone: (215) 572-7300, ext. 112  
5

6 If to Ivyland: Borough of Ivyland  
7 Borough Council President  
8 991 Pennsylvania Avenue  
9 Ivyland, PA 18974  
10

11 With a copy to: Harris and Harris  
12 Attn: Gregory L. Sturn  
13 P.O. Box 160  
14 1760 Bristol Road  
15 Warrington, PA 18976  
16

17 **ARTICLE 8. MISCELLANEOUS.**  
18

19 **8.01 Survival and Benefit.** All representations, warranties, agreements, obligations  
20 and indemnities of the Parties shall, notwithstanding any investigation made by any Party hereto,  
21 survive closing and the same shall inure to the benefit of and be binding upon the respective  
22 successors and assigns of the Parties.  
23

24 **8.02 Applicable Law.** This Agreement shall be governed by and construed in  
25 accordance with Federal law and the laws of the Commonwealth of Pennsylvania, as applicable.  
26

27 **8.03 Severability.** If any term or provision of this Agreement or the application  
28 thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the  
29 remainder of this Agreement, or the application of such term or provision to persons or  
30 circumstances other than those as to which it is held invalid or unenforceable, shall not be  
31 affected thereby, and each such term and provision of this Agreement shall be valid and be  
32 enforced to the fullest extent permitted by law.  
33

34 **8.04 Entire Understanding of the Parties.** This Agreement constitutes the entire  
35 understanding and agreement of the Parties with respect to implementation of those portions of  
36 the Reuse Plan related to homeless needs and facilities pursuant to the Redevelopment Act and  
37 the Base Closure Act.  
38

39 **8.05 Title of Parts and Sections.** Any titles of the sections or subsections of this  
40 Agreement are inserted for convenience of reference only and shall be disregarded in interpreting  
41 any part of the Agreement's provisions.

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

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**8.06 Time is of the essence.** In the performance of this Agreement, time is of the essence.

**8.07 Multiple Originals; Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

**ARTICLE 9. EXHIBIT LIST.**

**9.01** The following exhibits are attached hereto and made a part of this Agreement:

- Exhibit A.** Jacksonville Road Property
- Exhibit B.** BCHG NOI

**[Signature Page Follows]**

**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

Page 10.

1  
2           **IN WITNESS WHEREOF**, the Parties have approved this Legally Binding Agreement  
3 on the date first above written.  
4  
5

6 **HORSHAM TOWNSHIP AUTHORITY FOR NAVAL**  
7 **AIR STATION JOINT RESERVE BASE WILLOW GROVE**  
8

9 Michael J. McInerney  
10 **by:** Michael J. McInerney Executive Director  
11 **date:** 5/4/11  
12  
13  
14

15 **BUCKS COUNTY HOUSING GROUP, INC.**  
16  
17

18 \_\_\_\_\_  
**by:** \_\_\_\_\_  
19 **date:** \_\_\_\_\_  
20  
21

22  
23 **BOROUGH OF IVYLAND, PA**  
24

25 Robert Severn  
26 **by:** **Robert Severn, President, Borough Council**  
27 **date:** MAY 11, 2011  
28



**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**

May 2, 2011

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IN WITNESS WHEREOF, the Parties have approved this Legally Binding Agreement on the date first above written.

**HORSHAM TOWNSHIP AUTHORITY FOR NAVAL  
AIR STATION JOINT RESERVE BASE WILLOW GROVE**

Michael J. McGee  
by: Michael J. McGee Executive Director  
date: 5/4/11

**BUCKS COUNTY HOUSING GROUP, INC.**

Nancy Szamborski, EXECUTIVE DIRECTOR  
by: NANCY SZAMBORSKI  
date: 5/3/2011

**BOROUGH OF IVYLAND, PA**

\_\_\_\_\_  
by: \_\_\_\_\_  
date: \_\_\_\_\_

1  
2  
3

**Exhibit A**

**Jacksonville Road Property**

Exhibit A

# JACKSONVILLE ROAD PROPERTY



**LEGALLY BINDING AGREEMENT FOR JACKSONVILLE ROAD PROPERTY**  
May 2, 2011  
Page 12.

1  
2  
3

**Exhibit B**

**BCHG NOI**

See Section 6.1

Revised NOI

J. LAWRENCE GRIM, JR.  
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• ALSO A CERTIFIED PUBLIC ACCOUNTANT

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May 17, 2011

Ms. Linda R. Charest  
Base Realignment and Closure Coordinator  
Office of Special Needs Assistance Programs, Room #7266  
U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street, SW., Washington, DC 20410

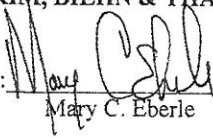
Dear Ms. Charest:

This letter is in response to the requirement that the Horsham Township Authority for Naval Air Station Joint Reserve Base Willow Grove ("HLRA"), the federally recognized local redevelopment authority for NASJRB Willow Grove, provide an opinion that the Legally Binding Agreement Between the Horsham Township Authority for Naval Air Station Joint Reserve Base Willow Grove and Ivyland Borough and Bucks County Housing Group ("LBA"), an agreement between the HLRA, the appropriate land use jurisdiction and a homeless provider made a part of the HLRA's homeless submission to the U.S. Department of Housing and Urban Development pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, is valid, binding and enforceable.

I am Counsel to the HLRA and licensed to practice law in the Commonwealth of Pennsylvania. In my opinion, when properly executed pursuant to appropriate authority, the LBA will be valid, binding and enforceable under the laws of the Commonwealth of Pennsylvania.

Sincerely,

**GRIM, BIEHN & THATCHER**

By:   
Mary C. Eberle

MCE/tgf