

COMMUNITY DEVELOPMENT OPERATIONS MANUAL



PROGRAM YEAR
2025



**City of Auburn
Business & Community
Development Department**

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SECTION 1 – GENERAL POLICIES

OVERVIEW

The City of Auburn's Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) are subject to the laws and regulations of the U.S. Department of Housing and Urban Development. The program's national objectives are to:

- (1) benefit low to moderate-income (LMI) persons;
- (2) aid in the prevention of slums or blight;
- (3) meet communities' particular urgent needs; and
- (4) reduce child lead poisoning.

In addition to meeting a national objective, all HUD-funded activities must also qualify as eligible under either the HOME or CDBG program guidelines. CDBG qualified individuals and families as "Low to moderate income" if they are 80% or less of the area median income (AMI) of the Lewiston-Auburn Metropolitan Fair Market Rent/Income Limits Area.

- "Moderate income" is under 80% of the area median income,
- "Low income" is under 50% of the area median income, and
- "Extremely low income" is under 30% of the area median income.

The City of Auburn's programs have chosen to stay focused on projects in the following eligible areas:

- (1) Public Service Grants, including assistance to regional homeless shelters, emergency rental assistance programs, and vocational and educational services for LMI adults;
- (2) Housing Rehabilitation, including the weatherization of homes owned by LMI households and rental units occupied by LMI tenants;
- (3) Economic Development, including loans to local small businesses that pledge to create or retain jobs for LMI employees;
- (4) Public Facilities/Infrastructure Improvements, including the renovation of playgrounds, park, and libraries in primarily lower-income neighborhoods; and
- (5) Lead-based paint hazard reduction in LMI households containing children.

Community Development Block Grant Program

The City of Auburn receives Community Development Block Grant funds from the Department of Housing and Urban Development. The primary objective of the Community Development Program is the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low- and moderate-income.

HOME Investment Partnerships Program

The City of Auburn receives HOME Investment Partnerships Program funds from the Department of Housing and Urban Development. The purpose of these funds is to expand the supply of affordable housing and to increase the number who can be served with affordable housing.

Budget Process

The Community Development Department develops an annual budget each year for Community Development Block Grant and HOME funds within the process outlined in the Citizen Participation Plan. The Auburn City Council, upon advice of the community, approves the Annual Action Plan as prepared by the Community Development Office. Additional programs such as the Lead Hazard Control and Healthy Homes Grants, CDBG-CV & HOME-ARP grants are one-time approvals that will utilize multi-year grant-based accounting until the original or modified budgets are depleted.

Eligible Activities

Community Development Block Grant funds can be spent on the following activities: Public Service Grants, Infrastructure Improvements, Emergency response & Services, Home and Multi-unit rehabilitation. There are four types of activities under the HOME Program. They are rental housing development, homebuyer assistance, housing rehabilitation, and tenant-based rental assistance. All HOME funds must benefit low- and moderate-income households. Programing for Lead Hazard Reduction grant funds is specific to remediation and educational efforts.

Eligible Areas

The City identified the conditions contributing to decline in neighborhoods in its Urban Conditions Study. This study is an analysis of many factors including parking, circulation and access, environmental influences, open space, recreation, aesthetics, roads and infrastructure, and building conditions. Funds can be spent on qualified programming city-wide, but this study enables the City to invest Community Development funds in neighborhoods with the greatest need. The 2011-2015 American Community Survey (ACS) census 2010 designated the Downtown, New Auburn, and Union Street census tracts as 51+% Low to Moderate income. Public Infrastructure investments in these tracts are considered Low-Mod area Benefit.

HUD Income Limits

The Department of Housing and Urban Development develops annual income guidelines. These guidelines are updated by the Department of Housing & Urban Development each year.

CDBG funded programs are available only to households who are of low- and moderate-income (LMI). A low to moderate income household has income that is less than 80% of area median income. HUD requires that 75% of the CDBG funds utilized within a program year be directed to individuals who are 80% or less LMI.

HOME funded programs are also available to households who qualify as 80% or less of the Area Median Income (AMI). A qualified AMI household has income that is less than 80% of area median income as defined by HUD. HUD requires that 90% of the HOME funds utilized within a program year be directed to individuals who are 60% or less AMI.

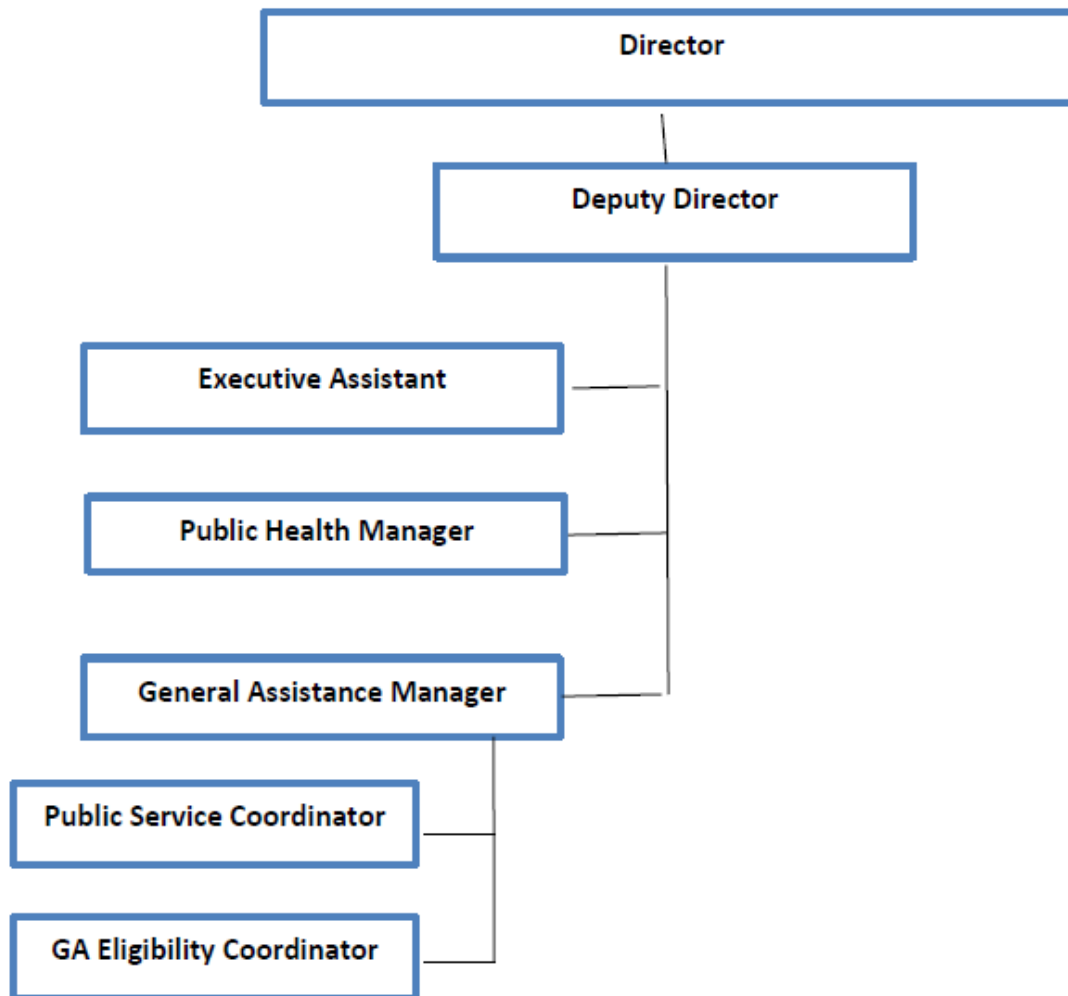
Program specific requirements are designed to comply with these over-arching HUD requirements.

COMMUNITY DEVELOPMENT OFFICE

The Community Development office is integrated with the Business and Community Development Department for the city of Auburn, Maine. Their office is located at 121 Mill St. Auburn, Me.

Staffing Chart

Auburn Business & Community Development 2025 Staff Organizational Chart



DELEGATION OF ROLES & APPROVAL AUTHORITY

The purpose of this policy is to delegate authority to administer programs and formalize the process for authorizing payment of invoices.

The **City Manager** is hereby authorized to approve changes to Community Development policies and programs guidelines so far as they fit within Consolidated and Annual Action Plans as approved by the City Council.

The **Director of Business and Community Development** is hereby authorized to approve applications and grant agreements on behalf of the City of Auburn which meet program guidelines and fit within the current year's approved budget. The Director will serve as the designated Certifying Officer and authorize completed Environmental Reviews as prepared by staff in compliance with regulations established by the US Department of Housing & Urban Development.

The **Deputy Director of Business and Community Development** is hereby authorized to approve payments of invoices prepared by the Accounts Manager so long as they are related to an approved project or grant and fit within the current year's approved budget. They oversee the development of annual budgets, Consolidated Plans, Action Plans, and reporting requirements set forth herein or otherwise established by the US Department of Housing & Urban Development. Additionally, they fill in for the Department Director as delegated.

The **Business & Community Development Accounts Manager** has responsibility for managing the accounts payable, accounts receivable, loan servicing, compliance monitoring, collections and file management within guidelines set out in this Policy Manual or otherwise regulated by the US Department of Housing & Urban Development. They will handle day-to-day accounting and preparations of all invoices and review of project and subrecipient draws for accuracy and programmatic compliance.

CALENDAR OF ACTIVITIES

Plan/Report	Frequency	Due Date	Comment Period	Public Hearings
Consolidated Plan	Every 5 years	May 15*	30 days	2
Annual Action Plan	Every Year	May 15*	30 days	2
Amendments to Consolidated Plan Annual Action Plan	As needed		30 days	1
Consolidated Annual Performance Evaluation Report (CAPER)	Every year	Sept. 30	15 days	1

*Unless otherwise extended by HUD CPD Notice

Timeline of Annual Tasks, Submissions & Approvals

February	Public Hearing to solicit consolidated/Action plan input Complete Department Program Budget
March 1st	Revisit Needs assessment and prioritizations Draft Consolidated/ Action Plan
April 1st	Publish Consolidated/ Action Plan Public Notice for 30-day Comment Period
1 st Council Meeting in May	Public Hearing Approval of Budget & Action Plan
May 15th	Submission of: <ul style="list-style-type: none"> Consolidated/ Action Plan Summary of Consultations Summary of Citizen Participation/ Comments Certifications & 424s
July 1st	Beginning of Fiscal Year
August 1st	Close out Previous year activities/ Budgets
September 15	Publish CAPER Public Hearing regarding CAPER
September 30th	Submit CAPER to HUD
December 1st	Release annual citizen participation survey Solicit unmet needs statements from area service providers

CODE OF CONDUCT POLICY

1.0 PURPOSE

The purpose of this Policy is to establish the ethical standards of conduct expected of all City employees by setting forth those acts or actions deemed to be in conflict or incompatible, or to create the reasonable appearance of conflict or incompatibility, with the best interests of the City. This policy shall apply to all employees who are members of any City collective bargaining unit with the exception of any provision which has been superseded by such an agreement.

2.0 POLICY

The proper operation of democratic government requires that City employees be honest, fair, impartial, and responsive to the needs of the people in the performance of their respective functions and duties; that public office not be used for personal gain; and that City employees maintain a standard of conduct that will inspire public confidence in the integrity of the City's government. In recognition of these goals, this Code of Ethics is hereby established for all City employees.

3.0 DEFINITIONS

3.1 City Employee

Any individual working for and drawing an hourly wage, salary, or stipend from the City on a permanent or temporary basis, whether full or part time. The term "City employee" shall not include outside consultants or professional personnel providing services to the City as independent contractors under a written professional services contract or other similar engagement.

3.2 Financial Interest

A direct or indirect interest having monetary or pecuniary value, including but not limited to the ownership of shares of stock. A City employee or any member of that person's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to assets held by the trust.

3.3 Related Person

Spouse, children, parents, siblings, including step, half, and in-law relations, a domestic partner of a City employee or persons sharing the same household and intermingling financial assets with a City employee.

3.4 Personal Interest

Any interest of a City employee acting in his or her private capacity as a resident, landowner, taxpayer, citizen, or member of the general public.

3.5 Special Interest

A direct or indirect interest having value peculiar to a certain individual or group, whether economic or otherwise, which value may accrue to such

individual or group as a result of action or failure to act on the part of the City and which interest is not shared by the general public.

4.0 CONTRACTS, PURCHASES AND EMPLOYMENT

4.1 No City employee shall participate directly, by means of deliberation, approval, disapproval, or recommendation, in the purchase of goods or services for the City, or in the award of any contracts with the City, except as permitted under the solicitation provisions in Section 4.3 of this Policy, the City's Purchasing Regulations, and the laws of the State of Maine, where, to his or her knowledge, there is a financial interest, personal interest, or special interest, other than that possessed by the public generally in such purchase or award, or held by:

4.1.1 That individual or a member of his or her immediate family;

4.1.2 A business in which that individual or a member of his or her immediate family serves as an officer, director, trustee, partner, or employee in a supervisory or management position; or

4.1.3 Any other person or business with whom or with which that individual or a member of his or her immediate family does business, is negotiating to do business, or has an arrangement concerning future employment.

4.2 No City employee shall participate, by means of deliberation, approval, disapproval, or recommendation, in the decision to hire, promote, discipline, lay off, or to take any other personnel action in respect to any City employee or applicant for City employment where the applicant or employee is:

4.2.1 A member of the City employee's immediate family; or

4.2.2 A person with whom either the City employee or a member of his or her immediate family is in business.

4.2.3 Action by a City employee shall be deemed authorized under this subsection when such action is permitted under the City's published Personnel Policies, collective bargaining agreements, or adopted Nepotism policy.

4.3 No City employee shall solicit any person, vendor, company, or organization for items, events, favors, or services the value of which exceeds, in total, the "De Minimus" value as defined in Section 6.3 unless those things of value are approved by the City Administrator or his/her designee.

4.3.1 All things received by any City employee which exceed the "De Minimus" value stated in Section 6.3, and approved under this Section, shall be posted on the City web site.

4.3.2 All defined things of value solicited by City employees and posted on the City web site shall remain posted for no less than one (1) year from the date received.

5.0 CONFIDENTIAL INFORMATION

No City employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City, nor shall he or she use such information to advance his or her financial, special, or personal interest or the financial, special, or personal interest of others. For purposes of this section, the term "confidential information" shall mean any information, oral or written, that comes to the attention of, or is available to, a City employee only because of his or her position with the City and is not a matter of public record. Information received and discussed during an executive session of the City Council or any City agency called pursuant to 1 M.R.S.A. § 405 *et seq.* shall be considered within the constraints of this section and shall not be disclosed to any third party unless permitted by such body.

6.0 THINGS OF VALUE, GIFTS, AND FAVORS

- 6.1 For purposes of this Section, "Things of Value" shall mean any gift, favor, service, loan, event, promise or other thing of value.
- 6.2 Unless otherwise permitted in this policy, no City employee shall accept or solicit any Things of Value from any person, organization, or business that, to his or her knowledge, is interested or is participating directly or indirectly in any manner whatsoever in business or other legal or regulatory dealings with the City or its affiliated joint agencies. Nor shall any City employee:
 - 6.1.1 Accept any gift, favor, or thing of value that tends to influence that individual in the discharge of his or her official duties; or
 - 6.1.2 Grant in the discharge of his or her official duties any improper favor, service, or thing of value.
- 6.3 The prohibition contained in Section 6.2 shall not apply to "De Minimus" Things of Value, which shall initially be defined as Things of Value that do not exceed \$25 in total value. The City Administrator may increase this amount from time to time as may be appropriate to reflect overall price increases.
- 6.4 The prohibition contained in Section 6.2 shall not extend to the solicitation or acceptance of Things of Value that are approved by the City Council or the City Administrator or his/her designee. "De Minimus" Things of Value received by any City employee that have been approved under this Section, shall be posted on the City web site for no less than one (1) year from the date received.
- 6.5 The prohibitions contained in Section 6.2 shall not extend to such items as gifts of products or services to the City for purpose of trial or demonstration or gifts associated with holidays or special events to the extent that such gifts are made available and/or shared with all employees in a department. Nor shall it extend

to reasonable gifts made to employees to recognize their service at time of retirement or separation.

- 6.6 In all such cases, gifts, products, or services with a value greater than “De Minimus” shall be reported to the City Administrator and, with the exception of retirement or separation not involving the City Administrator, shall posted on the City web site for no less than one (1) year from the date received.
- 6.7 Unless prohibited by local, state, or federal law, nothing herein shall prohibit the acceptance of gifts or favors by City employees from members of their immediate families or other city employees.
- 6.8 In determining whether a violation of this section has occurred, the following may be taken into consideration: the monetary or pecuniary value of the Thing of Value received; the act and/or item that constitutes the Thing of Value received; any special economic value the Thing of Value received may have to the recipient; the circumstances under which the Thing of Value was received; and whether a public disclosure of the receipt was made at the time of receipt.

7.0 USE OF CITY PROPERTY

No City employee shall use or permit the use of any City-owned property, including but not limited to motor vehicles, equipment, and buildings, for any private purposes. Nothing herein shall prohibit:

- The use of City equipment or motor vehicles by City employees in accordance with written policies and at rates established by the City Council, City Administrator, City department head concerned, or collective bargaining agreement; or
- The private use of surplus City property legally disposed of by the City or its departments in compliance with procedures established by the City Council, City Administrator, or City department head concerned.

8.0 POLITICAL ACTIVITIES

No City employee shall participate in any political activity that would be in conflict or incompatible with the performance of his or her official functions and duties for the City. No City employee may use his or her official authority or position for the purposes of influencing, interfering with, or affecting the results of any election, nor shall he or she solicit or accept funds or contributions during the workday from other City employees for political purposes. Nothing herein shall be construed to prohibit any City employee from participating in the political process in their capacity as private citizens or as candidates for elected office.

9.0 INCOMPATIBLE EMPLOYMENT

No City employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of that employee's official duties or would tend to impair his or her independence of judgment or action in the performance of those official duties.

10.0 REPRESENTING PRIVATE INTEREST BEFORE CITY AGENCIES OR COURT

No City employee shall appear on behalf of private interests before any agency of the City. A City employee shall not represent private interests in any action or proceeding against the interests of the City in any litigation to which the City is a party unless the employee is representing himself/herself as a private citizen on purely personal business or has been subpoenaed to appear. No City employee shall accept a retainer or compensation that is contingent upon a specific action by a City agency.

11.0 DISCLOSURE OF INTEREST IN LEGISLATION

Any City employee who has a financial, special, or other private interest, and who participates in discussions with or gives an official opinion to the Council, shall disclose the nature and extent of such interest to the Council and the public.

12.0 DISCUSSION OF FUTURE EMPLOYMENT

When a City employee has been offered or is discussing future employment with a person, firm, or any other business entity that is presently dealing with the City concerning matters within the employee's current official duties, that person should disclose such possible future employment to the Human Resources Department.

13.0 APPLICABILITY OF CODE

This policy shall apply in all instances except when superseded by an applicable statute, ordinance, adopted personnel rule or regulation, or collective bargaining agreement. When a City employee has doubt as to the applicability of a provision of this code to a particular situation, that employee should apply to the Human Resources Director or Deputy City Manager for a written advisory opinion and be guided by that opinion when given. The employee shall have the opportunity to present his or her interpretation of the facts at issue and of the applicable provision(s) of the code before such advisory decision is made. All such requests for advice shall be treated as confidential.

14.0 VIOLATIONS AND REPORTING

City employees have an affirmative obligation to report all suspected violations of this Code of Ethics. Violations of this Code of Ethics, including the failure to report violations of others, may result in disciplinary action, up to and including termination, in accordance with the disciplinary procedures established in the City's Personnel Rules and Regulations and applicable collective bargaining agreements.

15.0 POLICY COMMUNICATIONS TO EMPLOYEES

All new Employees shall be presented a copy of this Policy as part of their hiring/appointment orientation and following the City Council's adoption of this Policy. All current Employees

shall be issued a notice in their paychecks advising them of the policy's existence; where it is located on the City's web site; and the opportunity to receive a hard copy if they so desire.

CONFLICT OF INTEREST

In accordance with 24 CFR Part 570.611 conflicts of interest will be prevented by following the below policy.

(a) *Applicability.*

- A. In the procurement of supplies, equipment, construction, and services by recipients and by sub recipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.
- B. In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- I. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- II. Whether an opportunity was provided for open competitive bidding or negotiation;
- III. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- IV. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- V. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- VI. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- VII. Any other relevant considerations.

ENVIRONMENTAL REVIEW

The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable. Contracts will not be executed with subrecipients and expenditures for City-managed projects will not be approved until an environmental review is complete. In some cases, State (CEQA) environmental regulations and/or Local Coastal Plan (LCP) requirements will also be considered. Environmental review forms and documents must be prepared by the community development staff and signed by the designated Authorized Official.

The City will ensure that all *Finding of No Significant Impact* (FONSI) and *Request for Release of Funds* (RROF) requirements are completed for capital improvement projects and housing rehabilitation projects prior to initiation of project activities.

CITIZEN PARTICIPATION PLAN

The City shall follow its Citizen Participation Plan and Guidelines for Substantial Amendments as set forth in the Consolidated Plan and annual Action Plans. Any changes to this plan shall be approved by the City Council. The City shall hold public hearings at least once per year and encourage public participation during preparation of the five-year Consolidated Plan for Housing and Community Development and the annual Action Plan.

THE CONSOLIDATED PLAN / ANNUAL ACTION PLAN

The Consolidated Plan examines the current housing situation, explores the housing and community development needs of the City, and sets priorities for spending HUD grant funds. The Annual Action Plan represents activities for years 2-5 of the Consolidated Plan. The City encourages inter-local government, public and private agency, and citizen participation in collaboratively identifying housing and community development needs. To provide varied opportunities for participation in the planning and preparation of the Consolidated Plan, the City will undertake the following actions:

CONSULTATION

Prior to the development of the draft Consolidated Plan, the City will solicit information about housing and community development needs. This solicitation may take the form of one or more of the following:

- Consultation with local public agencies which assist low-income persons and areas, including state and federal agencies, other local governments, and regional councils of government.
- Consultation with private agencies, including public and private housing developers, local not-for-profit service providers, local public housing authorities, homeless service providers, not for-profit housing developers, community action agencies, social service agencies and advocates.
- Information collection at statewide affordable housing and homeless conferences, with established entities such as the Statewide Homeless Council and the Continuums of Care, MaineHousing and with professional associations.
- Public Hearing to solicit input from the community.

- Sharing of local data and plans with Auburn Housing Authority to be incorporated in the AHA public hearing process.

CITIZEN PARTICIPATION

The City encourages citizens to participate in the development of the Consolidated Plan, Annual Action plans and all annual performance evaluations and reports. The City will take whatever actions are appropriate to encourage the participation of all residents, including minorities, non-English speaking persons, persons with disabilities, low- and moderate income persons, particularly those persons living in areas designated by the City as a revitalization area, or in a slum and blight area where CDBG funds are proposed to be used, as well as residents of predominantly low- and moderate income neighborhoods as defined by the most recent HUD census data. This includes translation services upon request for any written plans or notices as well as the increased use of the development of new, quantitative ways to increase and broaden public participation beyond the attendance of Public Hearings as required by 24 CFR 91.105 A-2 (iv).

Citizen participation will be accomplished through the following means:

COMMUNITY SURVEY

- An online survey of housing needs and service priorities will be provided via the City's websites. The availability of the online survey will be communicated through email and social media. Partner organizations will be encouraged to notify low-income clients of its availability.
- A paper survey corresponding to the online survey will be provided locally through jurisdiction-wide service providers. These surveys will be translated into a minimum of three additional languages to include French, Portuguese & Somali.

PUBLIC HEARINGS

- Public hearings will be scheduled at times and locations that are convenient to potential and actual beneficiaries.
- Sites will accommodate persons with mobility impairments by being held in locations which meet ADA requirements, and special communication accommodations will be arranged if requested prior to the hearing date.

To the greatest extent practicable, the city may employ electronic means of communication and consultation, to include e-committees, online discussion forums and blogs, videoconferencing, online surveys, or similar methods. Upon request the City will provide Technical Assistance to groups representative of low- to moderate income communities who need assistance in developing proposals for funding assistance under any program included within the Consolidated Plan.

Public hearings will be held before the submission of the final Consolidated & Annual Action Plan. This will be part of the 30-day public comment period. The purpose of this public hearing will be to gather citizen input on the proposed plans prior to submission.

PUBLIC NOTICE

Reasonable notice will be given to announce the availability of the draft Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report. Availability of the drafts Plan or Annual Action Plan will be announced on the City's website and social media. To encourage citizen comment and attendance at public hearings/forums, notices will be emailed via City's mass email list as well as posted in city facilities including the local Housing Authority, the city Library, Senior Center, and other service organizations which predominantly serve Low- and moderate-income residents.

These notices will include links to the draft plans and reports, contain information on how to access translation services and notify residents how to receive paper copies of the full proposals. The draft plans published will include the following as required by 24 CFR 91.105 (b)(1):

- HUD-provided data available to the public as cross-referenced to the data on HUD's Website
- the amount of assistance the local government expects to receive (including grant funds and program income);
- the range of activities that may be undertaken;
- the estimated amount of funding that will benefit persons of low- and moderate-income;
- the local government's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the local government will make available (or require others to make available) to persons displaced, even if the local government expects no displacement to occur.

PUBLIC HEARINGS

Public hearings will be held before the submission of the final Consolidated & Annual Action Plan. This will be part of the 30-day public comment period. The purpose of this public hearing will be to gather citizen input on the proposed plans prior to submission.

Citizens will be notified of the public hearings before they are held. Public hearings will be announced in at least one Maine newspaper, by email, and on the city websites.

PUBLIC COMMENTS

A public comment period of at least 30 days will be provided prior to the submission of the Consolidated Plan or implementation of substantial amendments. City staff will prepare a summary of all comments received in writing, or orally at the public hearing. In cases where citizens' views are not accepted, the city will provide reasons for the decision.

Consolidated Annual Performance and Evaluation Report (CAPER)

Before the City submits a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, the proposed CAPER will be made available to those interested for a comment period

of no less than 15 days. Citizens will be notified of the CAPER's availability by public notices as outlined above.

The CAPER will be available on the City website during the 15-day public comment period. Hard copies will be provided upon request. Any comments from individuals or groups received verbally or in writing will be considered. A summary of the comments, and of the responses, will be included in the final CAPER.

SUBSTANTIAL AMENDMENTS

A substantial amendment is defined as a proposed change in allocation of funds after the official adoption of the Consolidated Plan that affects 10 percent or more of the City's annual allocation of CDBG & HOME funds. A substantial amendment may also be required to carry out an activity not previously described in the action plan.

Any changes in the distribution of funds caused by changes in federal funding allocations after the Consolidated Plan/Annual Action Plan's draft comment period has expired will not be considered a substantial amendment.

Substantial amendments to the approved Consolidated Plan will be made public by public notices as outlined above. The City will receive and consider comments delivered in writing or orally at a Public Hearing on substantial amendments to the Consolidated Plan for 30 days before implementing those amendments. Approved amendments and a summary of comments will be attached and uploaded to the plan being amended within the Integrated Disbursement Information System.

If a state of emergency is declared which requires reallocation of funds and/or receipt of disaster recovery funding, the City will follow any abbreviated notice and approval process as published within a HUD CPD notice.

CITIZEN COMPLAINTS

Citizens who have objections or complaints about the Community Development Programs may submit a written complaint to:

Community Development Department
City of Auburn
60 Court Street
Auburn, ME 04210

The complaint should include the date, name, address, telephone number of the complainant, convenient hour to reach that person by telephone, nature of the complaint and location. The complaint may also be given orally. The person initiating the complaint will schedule a meeting with the Community Development Manager and a formal complaint will be formulated from the interview that will be signed by the complainant.

There will be a written response, within 15 days of receipt, to the complainant. The response will indicate the ultimate disposition of the complaint.

PUBLIC ACCESS: Availability of Documents

The final Consolidated Plan, any substantial amendments, and annual performance reports will be made available to the public on the city's website. Copies will be available in printed form or electronic means upon request.

Access to Records

The City will provide all interested parties with access to information and records related to the Citizen Participation Plan, Consolidated Plan, Action Plan, and any amendments by posting it in a translatable form on the city website. Hard copies can be requested, and accommodations will be available to individuals with visual or hearing impairments. Records relating to these documents can be requested for the preceding five years. The public will be provided reasonable access to housing assistance records, subject to laws regarding privacy and obligations of confidentiality.

Accommodations

Arrangements will be made for non-English-speaking persons and persons with special needs for mobility, hearing and visual impairments, or the homebound. Please contact the Community Development Department in advance so that arrangements can be made to provide adequate communication assistance. Access to these accommodations can be attained by contacting the Community Development Office ahead of time at (207) 333-6601 or emailing CDBG@auburnmaine.gov.

CONTRACTOR MANAGEMENT POLICY

Construction Bids

Residential Rehab projects utilizing the CDBG or HOME programs are required to keep an active registry of qualified rehab and lead abatement contractors. This includes but is not limited to updated certifications, business insurance forms, Unique Entity Identification (UEI) numbers. In order to execute construction contracts for federally funded projects this information needs to be on file. Contractors are also required to utilize the CDOs online payment requisition and project management software.

If the city is not actively managing a residential rehab program, there is not a need to keep the active registry, but will re-establish one as set forth below before such a program will be recommenced.

Contractor Eligibility Standards

1. Insurance - The contractor and subcontractors shall carry Worker's Compensation Insurance for all their employees in accordance with the Worker's Compensation laws of the State of Maine. The contractor and subcontractors shall carry Manufacturer's and Contractor's Public Liability Insurance with a limit of \$1,000,000 for personal injury or death and \$500,000 for property damage. The city may require bonding for contracts more than \$100,000. The city will require evidence of insurance to be provided with the bid package.
2. License and Qualifications - The contractor shall have in effect a license if required by the City of Auburn, or State of Maine for the work to be performed. The city will list all required licenses in the RFP which must be included in the bid package.

Ineligible Contractors

Where a contractor fails to comply with the eligibility standards set forth above, or commits one or more of the following violations, the city shall remove the contractor from the list of eligible contractors and shall designate the contractor to be ineligible. The applicant will not

award any rehabilitation work, other services, materials, equipment, or supplies to be paid for, in whole or in part, to any contractor or subcontractor whom the city has designated as ineligible. The city shall designate a contractor to be ineligible if it finds that the contractor has:

1. Committed one or more material violations of its obligations under a rehabilitation contract and has failed to cure all such violations promptly after 10 days written notice by the applicant or the city.
2. Engaged in a pattern of delayed performance or failed to complete the work under a rehabilitation contract and has received written notice of such delay.
3. Failed to communicate in a courteous, prompt, and professional manner, and such failure continued after written notice by the applicant or the city.
4. Committed fraud and other illegal acts against the applicant or the City of Auburn, including but not limited to kickbacks and collusion.
5. Failed to pay subcontractors or suppliers on a timely basis, allowed a lien to be placed on the applicant's property, or otherwise failed to maintain good credit, and such failure continued after written notice by the applicant or the city.
6. Threatened, intimidated, or harassed the applicant or City staff.

Once the city has designated a contractor to be ineligible, the Contractor shall remain ineligible for a minimum of two years, and shall remain ineligible thereafter until the city determines, in its sole discretion, that the contractor has taken all necessary steps to ensure that no further violations will occur, provided that in the case of violations of Sections (4) or (6) above the Contractor shall remain permanently ineligible.

INCOME QUALIFICATION

Defining Income

The City of Auburn has the flexibility to choose among the following three definitions of “annual income” when calculating income for the grant program; these definitions are used by Community Development Block Grants (CDBG), HOME Investment Partnerships Program (HOME) and many other HUD programs. The term “annual income” is used to refer to annual (gross) income using one of the following definitions of “annual income” when calculating income and allowances for grant program assistance:

1. Annual income as defined in 24 CFR 5.609, referred to as “Part 5 annual income”;
2. Annual income as reported under the Census Long Form for the most recent decennial census; and
3. “Adjusted gross income” as defined for reporting purposes under the IRS Form 1040 long form (*not* IRS Forms 1040A or 1040EZ themselves that were submitted to IRS).

The Area Median Income, which is the basis for determining income limits required by Title X, is established by HUD, and posted on HUD’s Data Sets website.

For each program the city may use more than one definition of annual income; however, the city must ensure that families assisted under each grant are treated equitably by using the same definition of income for all families under a particular grant.

Finally, if the city combines one or more other sources of funding (e.g., CDBG, HOME, Rehabilitation, etc.) with lead hazard control grant program funds, housing units receiving the lead hazard control grant program funds meet the income eligibility requirements applicable to the lead hazard control grant as well as the other program(s). When combining funding from different programs, the most restrictive requirements govern.

For CDBG funded rehab programs and Home Funded Homebuyer Assistance programs the 1040 adjusted gross income will be default method. For TBRA and rental housing development projects the default calculation method will be Part 5 as specified above.

How to Verify Income

Community Development Staff must collect source documentation and ensure that this documentation is sufficient for HUD to monitor program compliance. Verification methods may not be altered to suit specific circumstances or applicants.

The following income verification document review hierarchy should be followed in all cases:

A. Third Party (online or hard copy)

Third-party verifications are a useful form of income verification because they provide independent verification of information. Third-party verification involves the grantee contacting an outside entity to obtain information about the income of household member(s). The form of third party verification used may be either paper-based or web-based.

B. Verbal Third Party (documented by the grantee)

Although written requests and responses are preferred, in cases where the applicant is unable or unwilling to provide information to allow for documented third party verification, staff may accept verbal third party verification provided it is adequately document in the case file. Such documentation should include the contact person, information conveyed, the date of the conversation, and the reason for not having a written request and response.

C. Tenant/Landlord Declaration (signed statement by tenant and/or landlord)

If the applicant is unable or unwilling to provide adequate third party documentation, and a verbal third party confirmation of income is not possible, a signed tenant or landlord declaration is permitted. The declaration worksheet must be included in the file along with an explanation by staff for the inability to obtain written or verbal third party documentation. The tenant/landlord declaration worksheet you use should contain information on:

- the applicant's employer and income;
 - income deductions;
 - evidence of financial assistance received from other public sources;
 - the number of children in the unit and their ages; and
- other information relevant to the applicant's eligibility that provides a basis for providing housing assistance, such as neighborhood income statistics, location of the unit within a designated revitalization zone, etc.

D. Form HUD-50058

A rental unit that is being considered for enrollment in a city program may be occupied by tenants that are receiving benefits through the Housing Choice Voucher (HCV; also known as the Section 8 Voucher) program. This family's income has been verified by a public housing authority (PHA) or HUD's Public and Indian Housing (PIH) office using the Housing Choice Voucher Handbook 7420.10G and Form HUD-50058. The program may accept either the form or the income eligibility notification letter as adequate documentation of income to determine the unit's and tenant's eligibility for this program. With the applicant family's written consent, you may securely obtain this information directly from the PHA to streamline the application process.

Timing of Income Certifications

Only documentation that verifies the current rate of annual income at the time of assistance is required. The income certification process must be completed prior to receiving assistance under city programs. Only income verifications dated no earlier than 6 months before time of assistance will be permitted. Staff will re-examine a household's income if more than 6 months have elapsed since the household's income was certified. Staff may request additional documentation to support the eligibility determination at your discretion, such as if you have questions about its accuracy.

Asset CAP Policy

The objective of this Asset Cap Policy is to ensure equitable access to resources and benefits while maintaining fiscal responsibility. The asset cap limit is set at \$55,000 for individuals seeking eligibility for certain benefits or programs. Assets include but are not limited to cash, savings, investments (excluding retirement accounts), real estate (excluding primary residence), vehicles, and other tangible or intangible resources with monetary value.

Policy Provisions:

1. **Eligibility Determination:** Individuals seeking benefits or services subject to asset limitations must undergo an asset evaluation process to determine their eligibility.
2. **Asset Reporting:** Applicants and beneficiaries are required to accurately report all assets during the application process.
3. **Exemptions:** Certain assets may be exempt from the asset calculation, such as the primary residence, household goods, personal effects, retirement accounts, and assets designated for specific purposes such as education or medical expenses.
4. **Asset Cap Enforcement:** Individuals found to exceed the asset cap limit will be deemed ineligible for benefits or services subject to asset limitations until their assets fall below the stipulated threshold.

SUBRECIPIENT MANAGEMENT POLICY

General Duties and Oversight

The City of Auburn's Community Development Accounts Manager has primary oversight over the City of Auburn's Community Development program monitoring. The Auburn grant applications and grant agreements outline the financial (and other) responsibilities of subrecipient agencies that apply for and accept HUD funding. Such responsibilities include:

- Ensuring that all expenditures involving the use of federal funds are eligible under the federal and local requirements of the grant
- Approving purchase orders and contracts to be reimbursed through HUD grant funds
- Receipting and approving of invoices
- Ensuring compliance with all HUD regulations and rules, the Auburn grant agreement, and any other conditions imposed by the City of Auburn
- Implementing of an internal control system
- Verification of debarment in sam.gov
- Federally required FFATA reporting

The Auburn Community Development Accounts Manager conducts an annual review of financial policies and compliance with subrecipient agency staff and reviews financial documents (e.g., invoices and bills, payments and receipts, timesheets, payroll records trial balance reports, audits, and other documentation).

During this monitoring, the city reviews expense documentation, income limit documentation for clients served, agency financial processes, and any programmatic concerns. Technical assistance may be provided in the form of sample and template forms and reports, review of relevant policy and procedure documents, and the formulation of formal correction action plans, as needed. Concerns and findings will be discussed in-person with the subrecipient and followed with a written report from the Auburn Community Development Accounts Manager, sent via either email or postal mail.

PROCUREMENT POLICY

In accordance with CFR Title 2 Subtitle A Chapter II Part 200, The Business & Community Development Department with the approval of the City Manager, hereby establishes this Procurement Policy to set forth the duties and responsibilities of the Purchasing Agent and Business & Community Development Department Staff and establishes procurement procedures.

At a minimum, and in compliance 2 CFR Part 200, the Procurement Department shall:

- Avoid Acquisitions of duplicative or unnecessary items or services.
- Support the consolidation or breaking apart of purchases to be more economical and/or more inclusive of qualified women or minority owned business enterprises.
- Determine and document lease v purchase alternatives.
- Verify if each agreement is qualified as a procurement or a sub-award.
- Provide for clear and articulate technical requirements for each Request for Proposals (RFP) or Request for Qualifications (RFQ).
- Prepare an in-house cost estimate for transactions over the Simplified Acquisition Threshold (SAT).
- Qualify each type of award, activity, and budget for each transaction.
- Document the history of each procurement including rationale for method of procurement, contract type, contractor selection or rejection and basis for contract price.
- Prohibit contractors from bidding if they were involved in the development of draft specs or scopes of work.
- Identify all requirements the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- Prohibit cost plus percentage of costs and percentage of construction cost contracts.
- Conduct a Bid process to ensure full and open competition.

All contracts will include the below terms and conditions as required by 24 CFR part 570.502

- Termination for cause or convenience for any contract over \$10K
- Equal Employment Opportunity
- Davis Bacon reporting as required for contracts over \$250k
- Contract work hours and safety standards for contracts over \$100K
- Debarment and suspension verifications via SAM.gov
- Byrd anti-lobbying for contracts over \$100K
- Clean Air Act provisions for contracts over \$150K

DEFINITIONS: For the purpose of this policy, the following terms, phrases, words, and derivations shall have the meaning given herein unless the context in which they are used clearly requires a different meaning.

- **PROCUREMENT:** Includes purchasing, renting, leasing or otherwise obtaining supplies or services.
- **SAM.gov:** This is a free service. Prior to disbursement of any funds, recipient will be verified to have a valid UEI number that they are not debarred from receiving federal funds.
- **SUPPLIES:** Supplies shall mean and include all supplies, materials, and equipment.
- **SERVICES:** Services shall mean and include all construction services, insurance, leases or rentals of all grounds, buildings, offices, space, or equipment required by the Community Development Department, or leased or rented by the Community Development Department to others, the repair or maintenance of real property owned by, or the responsibility of the Community Development Department, infrastructure repair, replacement or construction, building construction, building repair or renovation.
- **USING AGENCY:** Using agency shall mean any department, division, agency, committee, or other units in the Community Development Department excluding self-governed joint entities, using supplies, or procuring services.
- **RESPONSIVE:** Bid is submitted in the required format and with the appropriate bid security when required by the bid documents.
- **RESPONSIBLE BIDDER:** Bidder has the ability and resources to perform the work called for in the bid documents. Further defined in Section 3.1.5.1 Lowest Responsible Bidder.
- **PUBLIC EXIGENCY:** Sudden and unexpected happening requiring immediate attention.
- **NON-FEDERAL ENTITY:** 2 CFR 200.69 Means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub-recipient.
- **RECIPIENT:** 2 CFR 200.86 Means a non-federal entity that receives a Federal award directly from a Federal awarding agency to carry out an

activity under a Federal program.

- **PASS THROUGH ENTITY:** 2 CFR 200.74 Means a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a federal program.

PURCHASING PROCEDURES: The Business & Community Development Department will follow the current Purchasing Policy of the City of Auburn. The current version, or any subsequent updates and revisions will become effective as approved and enacted by the City Finance Director.

- 3.1 AMENDMENTS TO CONTRACTS:** Amendments to contracts may be authorized by the Director of Business and Community Development when it can clearly document that the additional services are part of the original intent of the base contract and are made necessary by changes not known at the time of the base contract.
- 3.2 DISQUALIFICATION OF BIDDERS:** The Director of Business and Community Development may authorize the disqualification of a bidder/vendor from bidding on Community Development Department contracts for up to twelve (12) months upon the formal recommendation of the Community Development Manager and in accordance with procedures set forth.
- 3.2.1 COMMUNITY DEVELOPMENT DEPARTMENT OR CONSULTING, ENGINEER REQUEST DISQUALIFICATION OF BIDDER/VENDOR:** for one or more of the following:
- 1.) Default on their bid, quotation, contract, or purchase order;
 - 2.) Failure to comply with specification of contract documents;
 - 3.) Failure to supply the item as required by the specifications.
 - 4.) Documented history of poor performance.
- * The Bidder/Vendor shall be notified, in writing, by the Manager or his/her designee prior to a recommendation for disqualification being forwarded to the Director.
- 3.2.2 DISQUALIFIED BIDDER/VENDOR:** may apply for reinstatement after

the period of disqualification has elapsed. The Manager shall recommend to the Director reinstatement of any Bidder/Vendor. Under no circumstance can a bidder on the SAM.gov list be awarded a contract funded with Federal grant dollars.

3.2.3 BIDDER/VENDOR: shall have the right to appeal to the City Manager for a reversal or reinstatement.

3.3 REQUISITION: Purchases involving the immediate encumbrance of Community Development Department funds shall be made only on a written/electronic requisition submitted by the department and require purchase orders.

3.3.1 REVISORY POWER: The Manager or his/her designee shall examine each requisition and shall have the authority to revise it as to quantity, quality, or estimated cost; but revision as to quality shall be only with the concurrence of the using party or, if agreement cannot be reached, with concurrence of the Director of Business and Community Development.

3.4 BUDGET REQUIRED: No purchase of supplies or services not provided for in the annual approved budget shall be made unless by specific order of the Director. Once the purchase has been authorized by the Director or his/her designee the funds shall be immediately encumbered.

3.5 UNAUTHORIZED PURCHASES: Except as herein provided, or as may be specifically authorized by the Manager or the Director, it shall be unlawful for any Community Development Department employee or official to purchase any supplies or services other than in accordance with these policies for any personal use or benefit.

4.1 GIFTS AND GRATUITIES: Officers and employees of the Community Development Department are expressly prohibited from accepting from any person, firm, corporation or organization, any rebate or gift that would directly affect the purchase of goods or services for the Community Development Department.

4.2 COOPERATIVE PURCHASING: The Director or his/her designee shall

have the authority to join other units or government (federal, state, county, municipal subdivisions, including quasi-municipal agencies) in cooperative purchasing plans when the best interests of the Community Development Department would be served thereby, and such action is in accordance with and pursuant to law.

BUILDING CODES & QUALITY STANDARDS

Auburn Community Development projects recognizes and endorses the use of the following national, state, and/or locally adopted building, plumbing, electrical, fire protection, and engineering codes and standards as applicable as minimal requirements for all projects.

Maine Uniform Building and Energy Code (MUBEC) except as otherwise noted, the state adopted MUBEC is Auburn Community Development Office's Minimum building code for HUD funded projects.

Building Code as applicable by Project Type; which includes the following:

International Building Code (IBC) 2015

International Existing Building Code

(IEBC) 2015 International Residential Code (IRC) 2015

International Energy Conservation Code (IECC) 2015

ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality 2013

ASHRAE 62.2 Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings 2013

ASHRAE 90.1 Energy Standard for Buildings except Low-Rise Residential Buildings

2013 ASTM E1465-08 Radon Standard for new residential construction - (Maine Model Standard) 2008

NFPA 101 Life Safety Code 2018 _____ State Standard

NFPA 211 (chimneys, etc.) 2016 _____ State Standard

NFPA 1 Fire prevention Code 2018 _____ State Standard

State Plumbing Code. (Based on 2021 Uniform Plumbing Code) _____ State Standard

National Electric Code 2020 _____ State Standard

ADA _____ Federal Requirement

ICC/ANSI A-117.1 2009 _____ State and Federal Requirements

Fair Housing Act (design manual) _____ Federal Standard

State Fair Housing, Maine Human Rights Act _____ State Law

Section 504 (with Exceptions per HUD deeming notice) _____ Federal Standard

Housing Quality Standards (HQS) regulations _____ Federal Standard

All multi-family and/or licensed facilities shall be reviewed by and be permitted by the State Fire Marshal for both Life Safety and Accessibility requirements.

HUD funded construction projects require full compliance with state and local codes and/or standards for zoning and subdivision regulations.

WOMEN & MINORITY OWNED BUSINESSES

Purpose

The purpose of this policy is to formalize the process involving Women and Minority Owned Business Enterprises.

Procedures

1. The Community Development Department will be responsible for encouraging the involvement of Women and Minority Owned Business Enterprises.
2. Every three years, the Community Development Office will update the Department's list of women and minority owned businesses by requesting an updated list from Maine Department of Transportation. The staff will then send letters to Maine contractors on the list asking if they wish to be on the City of Auburn's notification list. A new City of Auburn list will be developed based on contractors who have responded.
3. When the City issues requests for proposals or bids, all women and minority owned business that are on the City's list will receive a notice inviting them to bid.
4. The City will also request that bidders notify the City when they are using subcontractors who qualify as minority or women businesses.

SECTION 3 RULES

Section 3 of the Housing and Urban Development Act of 1968 seeks to ensure that economic opportunities – especially employment – generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which federal assistance is invested.

Projects to which Section 3 applies include housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance exceeds \$200,000, (or \$100,000 in the cases of the Lead Hazard Control and Healthy Homes programs.) Section 3 applies to the entire project, regardless of whether the project is fully or partially assisted by HUD financial assistance.

Section 3 was updated in 2020, with the implementing regulations located at 2 CFR Part 75 and Federal Register Volume 85 No. 189, page 61524. Principally, the revisions require Contractors to monitor and report total labor hours worked on the project, of which 25% must be “Section 3 workers” and 5% must be “Targeted Section 3 Workers.” These benchmark requirements will be updated and published by HUD every five years.

Contractors are encouraged to visit and promote HUD’s Section 3 Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>), where Section 3 Workers can search for jobs and post their resumes, Section 3 businesses can register and search for contracts, and where both Section 3 Recipients and employers can search for Section 3 businesses, post jobs and training positions, post contracts, and search job applicants.

Definitions

Contractor: any entity entering into a contract with: (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or (2) A subrecipient for work in connection with a Section 3 project.

Labor hours: the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person: a person whose gross household income does not exceed 80% of the area median income (AMI)

Material supply contracts: contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services: non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance: assistance as defined in 24 CFR 75.3(a)(1)

Section 3: Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u)

Section 3 business concern: A business concern that meets at least one of the following criteria, documented within the last six-month period: (i) It is at least 51 percent owned and controlled by low- or very low-income persons; (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker: Any worker who currently fits or when hired within the past five years fit at least one of the following categories: (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD; (ii) The worker is employed by a Section 3 business concern; or (iii) The worker is a YouthBuild participant. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Service area or the neighborhood of the project: an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Targeted Section 3 worker: A worker employed by a Section 3 business concern or a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) A resident of public housing or Section 8-assisted housing; (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; (iii) A YouthBuild participant; or (iv) a worker living within the service area or neighborhood of the project. Targeted Section 3 workers shall not exclude an individual that has a prior arrest or conviction.

Very low-income person: a person whose gross household income does not exceed 50% of the area median income (AMI)

YouthBuild programs: programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226)

Reporting

Contractors must report annually by July 30th:

- (i) the total number of labor hours worked during the 12-month period ended June 30 annually during the project, including labor hours worked by any contractors and subcontractors;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

Section 3 benchmarks require that 25% or more of the total labor hours worked for all workers on a Section 3 Project must be attributed to Section 3 Workers, and that 5% or more of the total labor hours worked for all workers on a Section 3 Project must be attributed to Targeted Section 3 Workers.

If the project's Section 3 benchmarks are not met, the Contractor must report its Section 3 compliance activities and those of its contractors and subcontractors. These qualitative efforts may include, but not be limited to: outreach efforts to generate job applicants who are Targeted Section 3 workers; training or apprenticeship opportunities; provision of technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching); provision of assistance to Section 3 workers in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services; holding one or more job fairs; provision of services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care) to Section 3 workers; provision of assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training; assisting Section 3 workers to obtain financial literacy training and/or coaching; engaging in outreach efforts to identify and secure bids from Section 3 business concerns; providing technical assistance to help Section 3 business concerns understand and bid on contracts; dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns; providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns; promoting use of business registries designed to create opportunities for disadvantaged and small businesses; or providing outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Recordkeeping

Contractors must make available to the City and to HUD all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the requirements of Section 3.

Contractors must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained: (i) A worker's self-certification that their income is below the income limit from the prior calendar year; (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing; (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs; (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained: (i) A worker's self-certification of participation in public housing or Section 8 assisted housing programs; (ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8 assisted housing that the worker is a participant in one of their programs; (iii) An employer's certification that the worker is employed by a Section 3 business concern; or (D) A worker's certification that the worker is a YouthBuild participant. (iv) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or (v) An employer's certification that the worker is employed by a Section 3 business concern.

The documentation described in this section must be maintained for the time period required for record retention in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200 (five years), whichever is greater.

A Contractor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

Contracting

Contractors must include the following language in any agreement, contract, or subcontract that applies to a Section 3 project:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. In accordance with the requirements of 24 CFR 75.19, the Contractor agrees to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations that the Contractor shall ensure that employment and training opportunities arising in connection with the Section 3 Project are provided to Section 3 Workers within the Boston area where the Section 3 Project is located. Where feasible, priority for opportunities and training described in this section should be given to: Section 3 Workers residing within the Boston area and/or the neighborhood of the project, and Participants in YouthBuild Programs. The Contractor further agrees to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, that priority contracting opportunities should be given to Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the service area of the neighborhood of the project, and YouthBuild Programs.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the benchmarks for labor hours worked by Section 3 Workers and Targeted Section 3 Workers, and availability of any labor positions, apprenticeships, and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25

U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible.

RESIDENTIAL ANTI-DISPLACEMENT POLICY

Purpose

The purpose of this Plan is to define benefits and advisory services that are available when the City of Auburn uses federal funds in an activity that results in displacement; to provide information of the efforts made by the City to minimize displacement; and to maintain affordable rents for low and moderate income displaced persons.

The City shall provide assistance to displaced persons on a non- discriminatory basis. Involuntary displacement shall not result because of race, color, religion, national origin, age, sex, gender, or handicap status.

Definitions

Comparable Housing - A dwelling that is functionally similar to the present unit, is decent, safe, and sanitary, and is currently available on the private market.

Displacement - The involuntary movement of a person or household from a project as a direct result of a CDBG assisted acquisition, demolition, or rehabilitation activity.

Displaced Tenant - A tenant who as a result of a written notice must move his or her personal property from real property.

Fair Market Rent - A rental rate published in the Federal Register by bedroom size for individual market areas for the Section 8 Existing Housing Program (Lewiston-Auburn MSA).

Fixed-Move - A displaced person who elects to take full responsibility for moving and receives compensation for this effort.

Low /Moderate Income Person (Household) - A person or household whose gross income (adjusted by family size) is under 80% of median income.

Low-Mod Unit - A dwelling unit with a market rent that does not exceed Fair Market Rent for published Section 8 Existing Housing (in effect at the time the project inception. A unit that rents above the Fair Market Rent

that is occupied by a low and moderate income household is not a low/mod unit.

Owner - A person or entity in possession of real property that will benefit from a CDBG assisted activity.

Tenant - A person, household, business, or non-profit organization who has temporary use and occupancy of real property owned by another,

Total Tenant Payment - The maximum amount a low and moderate income tenant will pay out of pocket for rent.

Vacant Occupiable - A vacant dwelling unit that is in a standard condition or a vacant dwelling unit which is in substandard condition but is suitable for rehabilitation, or a dwelling unit in any condition which has been occupied at any time within the period beginning one year before the project inception date.

Efforts to Minimize Displacement

It is Auburn's policy to minimize displacement resulting from federally funded activities. Prior to the approval of a proposal which may result in displacement, the City will 1) review the proposal for modifications so that tenants will not have to be displaced; and 2) when the City is reviewing competing proposals, priority will be given to those not involving displacement.

The City will work with an owner to stage improvement activities in order to allow tenants to remain during and after rehabilitation. One will be emptied and rehabbed first, then a tenant will be allowed to move into the rehabbed unit before rehabilitation commences on other units. No family will be required to move from the unit unless the City determines the work cannot be done with the family in residence. Tenants who are temporarily displaced will be given an opportunity to return to the completed unit they had previously occupied.

The City will not undertake a project which will cause the displacement of a low-income household for a household that is not low income without considering all available alternatives.

The City will minimize indirect displacement which may be caused by excessive investment in one neighborhood by distributing federal funds throughout all target areas. Revitalization will be encouraged in these target areas by committing funds

for public improvement projects and offering property owners a source of financing for building improvements.

Notices and Qualifying Conditions

When displacement does occur, the tenant will be given written notice by Certified Mail that they will be required to move from the unit. The letter shall indicate the name, address, and telephone number of a person who may be contacted to provide assistance with the relocation and to answer questions they may have. The notice will include a brief explanation of relocation benefits that are available.

A Tenant must reside in the dwelling unit on the date of rehabilitation loan closing. Tenants who move prior to receiving written notice will be considered ineligible.

Tenants who are evicted with good cause will not be considered displaced and are ineligible for relocation benefits.

No occupant of a dwelling shall be required to move unless first given reasonable opportunity to relocate to a safe and habitable replacement dwelling, as determined by Community Development staff.

Relocation Assistance

In the event displacement of a tenant occurs that is the direct result of a federally funded activity, the City will ensure that tenants are treated fairly and consistently and will provide services and benefits that are listed below.

1. Advisory Services

In an attempt to minimize hardships to displaced tenants, the City will make available the services of a staff person who will provide counseling, process relocation claim benefits, and assist in meeting the relocation needs of the tenant. The City will assist the tenant in securing comparable housing by providing comparable replacement dwelling unit locations and the price rent for establishing the upper limit. Three resources will be provided including the name of landlord, addresses, and landlord telephone numbers.

For tenants relocating within the City of Auburn, the City or its representative may determine that a dwelling is decent, safe, and sanitary provided the tenant and landlord agree on an inspection. All displaced households will be given the U.S. Department of Housing and Urban Development's "A Good Place to Live" to assist them in finding a new dwelling unit that is decent, safe, and sanitary.

Tenants shall be advised of their rights under the Fair Housing Law and will be given the U.S. Department of Housing and Urban Development's pamphlet "Fair Housing USA". Tenants will also receive the City's version of "Relocation Assistance to Displaced Tenants".

2. Moving Expenses

The City will use federal funds where appropriate to pay for reasonable out-of-pocket moving expenses for displaced tenants who move within 50 miles of Auburn, including transportation, packing, moving, and unpacking of household goods, disconnecting and reconnecting utilities, storage of household goods, insurance for the replacement value of goods that must be placed in storage, and replacement value of property lost, stolen or damaged during the move. A displaced person will be assisted to complete a relocation claim form in order to be eligible for benefits.

For temporary moves, where the tenant returns to the rehabbed unit, the tenant shall be reimbursed for all reasonable out-of-pocket expenses incurred with the temporary relocation including the cost of moving to and from the temporarily occupied housing.

A displaced person has a choice of two methods of calculating payment: payment for moving and related expenses or a fixed moving expense and dislocation allowance as follows:

A. Actual Reasonable Moving and Related Expenses

A displaced tenant is entitled to payment for actual moving expenses that the City determines to be reasonable, customary and necessary. The payment for moving services shall be made directly to the mover. The City will secure at least two bids from a commercial mover. The bid will be awarded to the low bidder unless there are unusual circumstances that should be considered.

B. Fixed Moving Expense and Dislocation Allowance

A fixed move is for tenants who prefer to take full responsibility for the move. The City will make a payment to cover any moving expenses based on the number of rooms or the number of rooms of furniture to be moved. There is no requirement to document how the funds are used. The fixed move will be paid according to the schedule for Fixed Residential Moving Cost

Schedule of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, published in the Federal Register.

C. Security Deposit

A displaced LMI tenant is eligible to receive benefits to cover a security deposit that is required by the landlord if required of all other tenants in the building. The maximum security deposit shall be equal to one month's rent. The amount shall be reduced by any refund of the security deposit received by the displaced LMI tenant from the Owner of the building from which the tenant is being displaced.

Community Development Projects Subject to the Uniform Relocation Act

When the City uses federal funds in housing projects, then the Uniform Relocation Assistance and Real Property Acquisition (Uniform Act) Policies shall be followed. Benefits and assistance to be provided shall be according to the most currently promulgated federal regulations (24 CFR Part 42).

The City will provide protection for tenants who remain as well. This involves keeping tenants informed and assuring they do not move unnecessarily. All rental projects involving Community Development funds will be evaluated to determine if there is economic displacement. To avoid economic displacement, tenants who remain in a project will receive the offer of a suitable unit at an affordable price. If there is no rent increase and the rent amount remains fixed for one year, the unit will be considered affordable, and no replacement payment calculation will be made.

Displaced tenants in occupancy for 90 days or less will be eligible for replacement housing payments for a period of 42 months. The payment amount will be the difference between the lesser of rent and estimated utility costs for the replacement dwelling and 30% of the tenant's average monthly gross income or to the amount of the old rent/utility costs, whichever is less. A tenant has a right to receive cash replacement housing payments or Section 8 assistance, if available.

If a tenant chooses to buy rather than rent a replacement home, the tenant may be eligible for assistance based on the present value of the monthly payments for the

appropriate number of months. The amount of the payment must be applied to purchase a dwelling.

Community Development Projects Subject to Section 104(D) of the Uniform Relocation Act

Part 570, Subpart K of Title I of the Housing and Community Development Act of 1974 requires that reasonable relocation assistance be provided to low and moderate income persons displaced as a result of the use of Community Development Block Grant funding to demolish or convert low/mod units which are occupied or vacant occupiable. Benefits and assistance to be provided shall be according to the most currently promulgated federal regulations (24 CFR Part 42).

A. Buildings to be Demolished or Converted Subject to One for One Replacement

Whenever buildings are to be demolished or converted to another use using Community Development Block Grant funds, all occupied and vacant occupiable low/moderate-income dwelling units will be replaced with low/moderate-income dwelling units, one for one. Replacement units will be located in the same neighborhood as the units replaced. The new units will remain low/moderate-income dwelling units for a period of 10 years after occupancy. The one-for-one replacement does not apply to units which were vacant for a period of 3 months prior to demolition or conversion.

A person is eligible for assistance when living in a unit to be converted and the market rent (including utilities) of the converted unit does not exceed the Fair Market Rent before conversion. A person is eligible for assistance when living in a unit to be demolished regardless of the pre-demolition market rent.

B. Replacement Housing Payment

A low and moderate income displaced person is eligible for benefits if he/she has not been offered a suitable unit at or below the greater of Total Tenant Payment or a cost equivalent to the old rent plus utility costs. A payment will be made to the tenant to reduce the new rent/utility costs for a period of 60 months. The total tenant payment is the highest of:

- 1) 30 percent of the person's monthly adjusted income; or
- 2) 10 percent of the person's monthly gross income.

Replacement housing assistance shall be equal to 60 times the amount obtained by subtracting the Total Tenant Payment and the monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling.

The City shall make a payment for reasonable and necessary security deposit required to rent the replacement dwelling unit and for credit checks.

Auburn Housing Authority provides housing assistance to eligible very low-income households displaced by government action. Households displaced as a result of a city activity will be given preference for admission to any of the family or elderly housing projects or other federal rent subsidy programs in the City of Auburn. Actual placement will depend upon the availability of a federal subsidy or vacant dwelling unit. Auburn may offer Section 8 assistance, if available. Displaced tenants cannot insist on cash if Section 8 assistance is available.

If a tenant chooses to buy rather than rent a replacement home, the tenant may be eligible for assistance based on the present value of the monthly payments for the appropriate number of months. The amount of the payment must be applied to purchase a dwelling.

Appeal by Displaced Persons

A person may file an appeal when he/she believes the City failed to properly determine that the person qualifies as a displaced person; failed to properly determine the amount of relocation payment required, failed to provide appropriate counseling services. A person who is dissatisfied with the City's determination may appeal first to the City Manager then to the HUD Field Office to review that determination.

FINANCIAL MANAGEMENT & RECORDS RETENTION POLICY

A. General Record Keeping Policies and Procedures

Each program provided by the CDO office has specific document requirements. These include rehab projects, rental assistance programs, public service grants or housing development projects. These documents will be uploaded and managed within the CDO Client Relationship Management (CRM) software system as organized by program. Each program will be separated by applicant/client. The following items will be included in each CRM case file (as applicable):

- Application
- Contract/agreement with the City
- Statement of Work (includes location, clients served, budget)
- Quarterly Reports (progress report)
- Summary of Work (includes accomplishments)
- National objective documentation
- Contracts with vendors
- Up to date budget (including copies of budget change requests)
- Expenditure and Requests for Payments, including supporting documentation
- Environmental review
- Monitoring reports
- Relevant correspondence
- Audits

B. Financial Record Keeping

The following financial documentation is needed to administer federal grant funds. They will be maintained within Munis, the city's financial record management software.

- Record of funds received
- Record of funds disbursed
- Documentation of expenditures
- Accrued expenditures
- Review of expenditures
- Other files

Record of funds received: The funds received must be accounted for separately by grant and maintained so that the total funds received can be verified for any given period of time. Accounting records must record the date the funds were received and be traceable to the bank

account used. If account numbers are used, a separate account number should be set up for each grant.

Record of funds disbursed: Disbursement of funds must be accounted for separately by grant and grant activity. For example, if there are two current grants, one general grant for housing rehabilitation, and one COVID-19 response grant, staff will keep separate expenditure accounts for each of the activities under each separate grant. The date of payment must be recorded, as well as the name of payee, the warrant number, and amount, and audit trails must be established to the supporting source document.

Documentation of expenditures: All expenditures must be supported by source documentation such as invoices, timesheets, and travel claims. If the contract cost for a consultant, a CPA firm, engineering firm, or other organization is charged to the grant, keep with your financial files a copy of the contract, procurement procedures followed, and paid invoices (with supporting documentation for cost-reimbursement contracts).

Accrued expenditures: Staff is required to report and document accrued expenditures. Accrued expenditures include bills paid as well as invoices that are not yet paid. Expenses will only be accrued for actual program costs incurred or by reasonable allocation based on the proportion of program benefit received.

Review of expenditures: Staff must review and approve vouchers and invoices to make sure the items are eligible costs pursuant to the contract and program regulations and that the cost is charged to the correct grant and program activity.

Other files: Besides the items listed above, the City's Finance Department should include correspondence regarding budget changes or authorizing any contract amendments, and the results and response to any fiscal monitoring findings.

C. Request for Payment / Supporting Documentation

Supporting documentation is necessary to show that the costs:

- were incurred during the effective period of the subrecipient's agreement with the grantee;
- were actually paid off (or properly accrued);
- were expended on allowable items; and
- were approved by the responsible official(s) in the subrecipient organization.

The City of Auburn's Community Development programs operates on a reimbursement basis, which means that subrecipients must submit requests for payments along with source documentation in order to be reimbursed by the City. Once the City processes the Request for Payment, a drawdown can be made by the City through IDIS.

The source documentation must explain the basis of the costs incurred as well as show the actual dates and amount of expenditures. For example:

With respect to payrolls, source documentation should include employment letters and all authorizations for rates of pay, benefits, and employee withholdings. Such documentation might include union agreements or minutes from board of directors' meetings where salary schedules and benefit packages are established, copies of written personnel policies, W-4 forms, etc.

For staff time charged to program activity, time and attendance records should be available. If an employee's time is split between CDBG/HOME and another funding source, there must be time distribution records supporting the allocation of charges among the sources. Canceled checks from the employees, insurance provider, etc., or evidence of direct deposits will document the actual funds. The City of Auburn will track employee time in the virtual Tyler Tech Employee Self-Serve. By entering and clicking submit the employee is virtually signing and attesting that the time they entered was a true and accurate representation of their time worked.

With respect to the cost of space and utilities, space costs must be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from the utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG/HOME program and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources.

With respect to supplies, documentation would include purchase orders or requisition forms initiated by an authorized representative of the subrecipient, an invoice from the vendor (which has been signed-off by the subrecipient to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and for what cost objective(s) they are being used.

Staff must maintain a financial management system that provides accurate, current, and complete disclosure of the financial status of each grant-supported activity. The system must be capable of generating any financial status reports required and includes procedures for determining whether charges to the grant are reasonable, allowable, and allocable.

D. Record Retention Policy

For recipients: (A) The period shall be 5 years from the date of execution of the closeout agreement for a grant, as further described in this part; (B) Records for individual activities subject to the reversion of assets provisions at §570.503(b)(7) or the change of use provisions at §570.505 must be maintained for 5 years after those provisions no longer apply to the activity; (C) Records for individual activities for which there are outstanding loan balances,

other receivables, or contingent liabilities must be retained for 5 years after the receivables or liabilities have been satisfied or 5 years after the affordability period ends, whichever is later..

For subrecipients: (A) The retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under §570.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in §91.520 of this title, in which the specific activity is reported on for the final time; (B) Records for individual activities subject to the reversion of assets provisions at §570.503(b)(7) or change of use provisions at §570.505 must be maintained for as long as those provisions continue to apply to the activity; and (C) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Records for most Capital projects (ex. rehabilitation of a facility or park) shall be retained in perpetuity, or until the City of Auburn is no longer enrolled in the CDBG entitlement program.

Records for property acquired with grant funds shall be retained for five years after final closeout. The closeout will begin once the grant is forgiven. For acquisition, a grant is forgiven after 15 years.

E. Access to Records

HUD and authorized representatives have the right to access subrecipient agency program records.

All grantees are required to provide citizens with reasonable access to records regarding the current funded programs and past, consistent with applicable State and local laws regarding privacy and confidentiality.

F. Retention Schedule

Citations

GC	=	Government Code
CFR	=	Code of Federal Regulations
HUD	=	Housing and Urban Development
OMB	=	Federal Office of Management and Budget

Record Series Title	Retention Schedule	Citation	Description
Staff Reports	Current year, plus 2 years		All City Council Staff Reports and Notes.
Resolutions	Permanent		All City Council-approved resolutions related to Special Projects activities.
Federal and State	When activity is closed and reported, plus 5 years		Refer to grant application (ex. CDBG/HOME and HOME) close-out procedure.
Financial Records	When activity is closed and reported, plus 5 years		Refer to grant application (ex. CDBG/HOME and HOME) close-out procedure.

Record Series Title	Retention Schedule	Citation	Description
General Subject Files	Current year, plus 2 years		Any files pertaining to Special Projects, but not associated with a federal or state grant.

Programs	When activity is closed and reported, plus 10 years	24 CFR 570.502(b)(3),	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificate, Housing bond advisory, HOME, In-Lieu Housing Mitigation, Low/Moderate Housing, Tenant-Based Rental Assistance (TBRA) Program, Homebuyer Assistance Program, and Housing Trust Fund.
LOANS			
Community Development Block Grant (CDBG/HOME) Program	When the loan has been paid off or fully amortized or forgiven, plus 5 years.	24 CFR 570.502(a)(16); 24 CFR Part 85.42 (b) & (c); OMB Cir. A102, 133 and HUD regulations	Includes borrower files, project files, loan agreements and documents, and payment information.
HOME Investment Partnerships Program	When the loan has been paid off, forgiven or after completion of Period of Affordability, plus 5 years.	24 CFR Part 92.508	Includes borrower files, project files, loan agreements and documents, and payment information.

G. Audit

At least once every three years the City of Auburn will competitively procure the services of their financial auditor. The Auditor will, each year as part of the city annual audit, review the financial management systems and indicate any variances found that do not meet the most recent guidelines.

Audits and Other Financial Statements

The receipt of funds, which are managed by the U.S. Department of Housing and Urban Development (HUD), subjects the City of Auburn to a 2 CFR part 200, subpart F Audit, based on the city's expenditures of federal funds. The Office of Management and Budget requires that grant recipients who expend \$750,000 or more in federal funds in one fiscal year conduct a Single Audit per 2 CFR part 200, subpart F. CDBG Entitlement Funds may only pay for the portion of the city's annual audit that represents the percentage of CDBG funds in the overall city budget.

The City of Auburn's Finance Department oversees the city's annual audit. For the Community Development portion of the audit, the Community Development Manager works with the Finance Manager to review documentation for the auditors and to answer any questions the auditors may have regarding the city's documents. The Community Development Manager maintains hard and/or electronic copies of all CDBG financial documents. These financial documents include copies of invoices from subrecipient agencies, supporting documentation for subrecipient invoices, purchase orders for CDBG-funded expenses, and copies of IDIS vouchers and receipts.

The receipt of funds, which are managed by the U.S. Department of Housing and Urban Development, subjects Auburn CDBG subrecipient agencies to a 2 CFR part 200, subpart F Audit, a CPA Audited Financial Statement, or a Certified Financial Statement (CFA), depending on expenditures. The Office of Management and Budget requires that grant recipients who expend \$750,000 or more in federal funds in one fiscal year conduct a Single Audit per 2 CFR part 200, subpart F.

Subrecipients are responsible for ensuring that their auditors conduct the proper type of audit. The Auburn Community Development Manager requires the submission of a Schedule of Expenditures of Federal Awards (SEFA) form with every CDBG grant application, and the FFATA form requires information on the amount of federal funding the agency receives. The Auburn Community Development Manager uses the SEFA form information to determine whether the agency must also submit a single audit. The audit requirement status will be documented in the grant application file for each agency.

Not all Certified Public Accountants (CPA's) are qualified to perform a Federal audit. Any agency that expends between \$200,000 and \$749,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. Subrecipients who are not required under 2 CFR part 200, subpart F to obtain an Audited Financial Statement must submit a Certified Annual Financial Statement (CFA). The Treasurer and the Board President must sign a statement certifying the CFA. The statement should read as follows:

We, the undersigned, as Executive Director and Treasurer of (Name of Agency), hereby certify that, to the best of our understanding and knowledge, the attached Financial Statements fairly and accurately represent the financial condition and operations of this organization.

Audits have different due dates depending on the type the agency qualifies to conduct. Certified Annual Financial Statements are due three (3) months after the end of the fiscal year, CPA conducted audits are due six (6) months after the end of the fiscal year, and 2 CFR Part 200 Audits are due nine (9) months after the end of the fiscal year. Audits or other annual financial statements are required to be submitted (1) with all Auburn CDBG grant applications and (2) during the annual subrecipient site monitoring visit, if a new audit or other financial statements are available for review at that point in time. During the grant application process, the Community Development Manager reviews the audits as part of the grant application review. The City of Auburn also reserves the right to review all subrecipients' records and transactions, which is specified in the contract between the city and the subrecipient.

If the subrecipient is required to submit a single or program-specific audit for the current fiscal year in accordance with 2 CFR part 200, subpart F audit, the Community Development Manager will obtain copies of the audit reports at time of grant application and review for findings. If an audit finding is identified, the City of Auburn will send a letter with audit details, a management decision and corrective action to resolve the finding to the subrecipient. The letter will require the subrecipient to take appropriate and timely response to address the corrective action. The letter will request the subrecipient to respond within thirty (30) days. This plan will identify timeliness and individuals responsible for the corrective action. The agency may request timeline extensions if needed, subject to approval by the Auburn Community Development Manager. The City of Auburn will evaluate and follow up as needed to ensure the subrecipient is timely and takes appropriate action on all deficiencies and, if necessary, to provide guidance.

Once the corrective action has been sufficiently addressed, the Community Development Manager will send a close-out letter to the subrecipient. If the subrecipient fails to respond or the response is unsatisfactory, the Auburn Community Development Manager will consult with the Economic Development Director and City Attorney before proceeding with suspending invoice payments. All correspondence and documents will be documented in the subrecipient file.

FILE MANAGEMENT POLICY

Community Development Program and project records involving current or active files should be kept in the Community Development Office or on authorized virtual drives. Files containing personally identifiable information will be protected from unnecessary disclosure by being secured in a cabinet only accessible by Community Development Staff, or on the virtual drive restricted to community development staff.

Official File Repository

The official file repository will be virtual and located in a portion of the SHAREPOINT drive limited to only authorized staff. Official files will be organized by the corresponding program, grant year, address, client name and IDIS number. Documents will be uploaded and attached to each project or subrecipient file consisting of, but not be limited to Pdf versions of:

- Applications and supporting documentation,
- underwriting
- closing docs
- construction documentation
- Payment invoices
- servicing records

This database will be housed on a secure, off-site server with redundant recovery systems. Loan Servicing software will be password protected and access restricted to the Accounts Manager.

After payoff and close-out, the file will be labeled as closed but copies will remain accessible. The official file saved in the virtual system will be stored on the server in perpetuity.

Paper File Management

Paper files will be maintained in a locked cabinet in the Community Development Office. These files will only contain:

- Original signed application
- Original signed Note
- Original signed mortgage

Access to paper files will be restricted to the Accounts Manager, Community Development Manager & Director or their designee.

After payoff and close-out, the paper file will be labeled as closed but copies will remain accessible. The hard copies stored in the paper file will remain on file.

Working Files

CDO staff will utilize an online client relationship management (CRM) software to manage open projects processes, data collection and file management. This includes projects and program reports. The virtual working files will be organized under separate Cases for each

activity. Documents uploaded to this drive will be downloaded and converted to PDF files at specific stages of the activity. These converted files will be uploaded separately to the ComDev folder on Sharepoint. This drive will be located on a remote server with secure access and redundant backup.

Access to the CRM files will be restricted to the Business & Community Development staff and authorized clients and subrecipients.

After payoff and close-out, the file will be labeled as closed but copies will remain accessible. The official file saved in SharePoint will be stored on the virtual server in perpetuity.

IDIS & HIMS Reconciliation

Project budgets and impact data can be different than initial applications. For this reason, it is required that IDIS be updated to correspond with any changes seen in the working files within 30 days of any deviation from the initial accomplishments. This includes but is not limited to financial or budget changes or modifications to reported demographic and impact data. For Public Service grants, which have regular quarterly reporting periods as required by an executed grant agreement, program staff is required to update any changes in financial, demographic or achievement data as provided by the subrecipient within 30 days of the receipt of new information. Prior to closing any activity in IDIS staff will verify that the data reported to HUD in IDIS is consistent with information provided within the working file documentation.

Program Reports

Program reports including but not limited to Consolidated Plans, Action Plans, Plan Amendments and CAPERS will be archived and stored in perpetuity on the virtual drive and organized by program and year.

Historic File Digitization

Current paper files maintained under previous record retention practices will remain in paper format until they can be digitized in compliance with this policy. The process will begin with the newest files first and work backwards in time until every current open file in our loan servicing software is updated.

PERSONALLY IDENTIFIABLE INFORMATION POLICY

Personally identifiable information (PII) is described as any data that can be used to disclose the identity of an individual. This includes but is not limited to social security number, address, phone number, date of birth, email address or name.

In an effort to maintain data security in all realms of data collection, The City of Auburn Community Development Office requires that all data collection and retention programs conform to the following information security regulations:

- Personally identifiable information will not be stored on any server accessible by the public. This includes but is not limited to web servers and email servers.
- City-wide network traffic is not secure. No guarantee of security or even arrival of transmission is made. The Internet and Electronic Mail should not be used for the transmission of confidential or sensitive data.
- All personally identifiable information will be stored on securely controlled central database servers that conform to all access control and authentication regulations set forth by IT.
- All online data collection, data retrieval and application requests involving personally identifiable information will be reviewed to ensure that all security principles, programming standards, data storage, and that all data elements are being collected securely and appropriately.
- When programs and methods are found that do not conform to information collection and security policies, they will be removed and taken out of production until security violations are corrected.
- Printouts with personally identifiable information should be kept secure and disposed using the appropriate procedures for disposing of secure documents.

LOAN MODIFICATION & WRITE-OFF POLICY

The Community Development Office makes loans to entities that may not be Bank eligible. As a result, payments on these loans may not be made on time and special monitoring is necessary.

Standard Collection Practices

The Community Development office reviews payments and contacts those entities who have not made payments on a current basis. Collection procedures should be applied consistently to all borrowers and include the following:

- Phone calls to the borrower to solicit payment(s) immediately when the borrower misses a payment (5 days past due);
- At 30 days past due, visits to the home or place of business to discuss the problem making the required payment or to pick up a check;
- Referral to an approved attorney for the generation of a collection letter when the borrower misses his second payment and is now 60 days past due;
- Restructure the loan to make payments affordable;
- Be more aggressive in recovering delinquent debt to return debtors to current payment status.
- Where real estate is the collateral, the City of Auburn may initiate foreclosure proceedings when the borrower goes 90 days past due;

For reference, please see HUD 4330.1 Rev-5 Chapter 7

Loan Modifications

A loan modification is the changing of the initial terms of the loan, e.g., the term of the loan or the interest rate. Advancing new money to a borrower is not a modification but should be considered a new loan or an allonge to an existing loan caused by a duly authorized change order.

All loan modifications must be presented to the Director of Business & Community Development for approval. Requests shall present a strong reason to modify a loan instigated by a documented change in circumstance. These include but are not limited to a documented loss or increase in income. Past payment history must be considered when modification requests are reviewed.

When a borrower becomes 120 days past due, liquidation of collateral assets may be considered and applied.

Loan Write-offs

Loan write-offs may occur at any time (no set number of days past due is required), but only after it is proven that there is no way to collect the balance to be written off. It is in the best interest of the city of Auburn to defer payments until sale or transfer of property if the borrower

is determined to not be able to make payments. It is possible that upon sale or transfer the value of the property will not be enough to repay the entirety of the loans. At this point it will be prudent to write off a loan as soon as it is known that no collection is possible.

Request for a write-off of a partial or entire loan balance or write-off of any interest or other fees including late charges, must be presented to the Director of Business & Community Development for their review. As part of the request, staff must show that all remedies for collection have been exhausted and that no possible means exist to satisfy the debt to be written off.

MONITORING POLICY

Purpose

The purpose of this policy is to formalize monitor compliance of HUD requirements and long-term affordability of federally funded projects.

Procedures for Monitoring Projects during Pre-Closing Phase

The Auburn-Lewiston Consortium members are responsible for their own monitoring. The Cities of Auburn and Lewiston have amended their Consortium Agreement to effectuate this change.

Procedures for Monitoring Activities

- **HOMEBUYER:** Monitoring for principal occupancy of homebuyer activities shall be conducted every two years during the recapture period and be performed on the even number years. First the City will look at a current certificate of insurance filed with respective cities to see if the mailing address of the invoice is the same as the insured property. If so, then monitoring will be complete. If not, then a letter will be sent to the homebuyer asking that they certify they are living at the property along with a copy of a utility bill in their name sent to the property. There will be follow up every month, at least 3 times. The third letter shall warn of the possibility of loan acceleration for non-compliance. Thirty days
 - After the final deadline, each respective city will turn the matter over to their attorney for enforcement of the recapture provisions.
- **TBRA/SECURITY DEPOSITS:** There shall be no occupancy monitoring of these projects beyond initial assistance.
- **RENTAL DEVELOPMENT & HOME REHAB** projects will be monitored in accordance with the policies included in Section 3 below.

PORTFOLIO ADMINISTRATION

Purpose

The purpose of this policy is to formalize the process for recording loans, and management of the loan portfolio.

Procedures

- The Community Development Accounts Manager will record all loans in the Loan Servicing System at the time of loan closing.
- Loans will be classified as active, deferred, or forgivable.
- The Community Development Accounts Manager will track homeowners, fire and liability insurance policies making sure there is adequate coverage to include the City's loan. The certificate of insurance will include the City of Auburn as additionally insured.

- The Community Development Accounts Manager will run a late notice report after the 16th of each month and send out late notices to all active accounts that are over 16 days late. A copy of the late notice report will be provided to the Manager.
- The Accounts Manager will send late notices to borrowers whose account is more than 90 days late. The Manager will monitor customers who are delinquent for over 90 days. Clients may be referred to Consumer Credit Counseling or additional credit counseling. The Community Development staff will meet with delinquent customers to review current income and expenses. When appropriate, the Manager will propose a loan modification with new terms for the Director's approval.
- The City's attorney will be consulted for accounts of clients who are in foreclosure or bankruptcy.
- When a customer elects to keep the home at the conclusion of the bankruptcy, if payments haven't resumed, the Manager will make an effort to obtain a reaffirmation agreement on the debt and work out a new payment arrangement.
- An account will be written off when there is no longer any opportunity for collection. The Director will send a memo to the Finance Department and Community Development Accounts Manager indicating the file is uncollectible and the balance will be written off. The loan status will then be converted from active to uncollectible. No further efforts will be made to collect.
- The status of loans that have been repaid will be converted from active to Repaid. The collateral will be released, and the file archived.

DRAWDOWN & ACCOUNT RECONCILIATION POLICY (IDIS)

Purpose

The purpose of this policy is to formalize the requirement to reconcile the Community Development Office loan servicing software, accounts in the general ledger to IDIS while maintaining file documentation. These procedures will be done each time there is a drawdown from IDIS, but monthly at a minimum.

Procedure

1. The Accounts Manager will create vouchers in IDIS. This information will be sourced from Munis utilizing a flexible period report. Program Income will be utilized first. Any previous year EN funds will be utilized second. The remainder will be drawn from current year EN only after all previous year EN and PI are exhausted.
2. The Accounts Manager will pull the PR70 report from IDIS including voucher numbers.
3. The Finance Director or their designee will approve the vouchers in IDIS and the PR-70 Report to be retained as backup.
4. The Finance Department will then reconcile the general ledger of the Community Development accounts with IDIS.
5. A copy of the reconciliation record will be added to the official records.

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

Program Applicability

This Emergency Transfer Plan covers rental beneficiaries and tenants under the following programs:

1. HOME Investment Partnerships Program (“HOME Program”)
2. Community Development Block Grant (“CDBG”)

Background

The 2013 reauthorization of the Violence Against Women Act (“VAWA”) expands housing protections to all of HUD’s housing programs, as well as provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. HUD’s Violence Against Women Reauthorization Act of 2013 Implementation Rule requires the Auburn Community Development Office (ACDO) to adopt an emergency transfer plan.

This Policy and Plan identifies VAWA protections and limitations, tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees compliance for the HOME Program and ESG.

The regulatory basis for and requirements of this Policy and Plan are identified in 24 CFR 5.2005, 2007, & 2009; 24 CFR 91.520; 24 CFR 92.253, 359, 504 & 508; 24 CFR 576.105, 106, 400, 409, & 500.

General VAWA Protections, Requirements, and Limitations

Applicability and Duration

This Policy & Plan applies as follows:

1. HOME Program: all rental projects and all Tenant Based Rental Assistance activities with a commitment date on or after December 16, 2016. Requirements apply for the entire Period of Affordability of the project or activity.
2. CDBG: all rental projects and homelessness prevention programs with a contract date on or after December 16, 2016.

Notice to Applicants and Tenants

All HOME Program and CDBG housing providers shall provide to each applicant and tenants the Notice of Occupancy Rights and the Certification Form (in a form approved by HUD and in accordance with the applicable requirements of VAWA). The Notice of Occupancy Rights explains the VAWA protections under 24 CFR Part 5. The Certification Form is to be completed by a tenant in an instance of domestic violence, dating violence, sexual assault, or stalking.

Housing providers must provide the Notice of Occupancy Rights to an applicant or tenant at each of the following times:

1. At the time the applicant is denied assistance or admission under a covered housing program;
2. At the time the individual is provided assistance or admission under a covered housing program;
3. With any notification of eviction or notification of termination of assistance; and
4. During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process, or if there will be no recertification or lease renewal for a tenant during the 12-month period, through other means.

The Notice of Occupancy and the Certification Form shall be made available in multiple languages, as is consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

Prohibited Basis for Denial or Termination of Assistance or Eviction

An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. No individual or family may be denied admission to or removed from an emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.

A tenant in a covered housing program may not be denied tenancy or occupancy rights solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

1. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

2. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

Construction of Lease Terms and Terms of Assistance

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall *not* be construed as:

1. A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

HOME Program Only: All tenants residing in a HOME Program unit or tenants receiving HOME or HOME-ARP Program Tenant-Based Rental Assistance shall have a VAWA lease addendum incorporating the requirements of 24 CFR Parts 5 & 92. Specifically, the lease addendum shall allow the tenant to terminate the lease without penalty if the conditions for an emergency transfer (below) are met. For tenants receiving Tenant-Based Rental Assistance, the lease addendum shall require the owner to notify the ACDO before the owner bifurcates the lease, as described below, or provides notification of eviction to the tenant. If HOME or HOME-ARP Program Tenant-Based Rental Assistance is the only assistance provided, the VAWA lease addendum may be written to expire at the end of the rental assistance period.

Limitations of VAWA

This policy in no way limits the authority of a covered housing provider to comply with a court order, or to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. Additionally, this policy does not limit a housing provider's ability to evict or terminate assistance if the housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

Emergency Transfers

In accordance with VAWA, ACDO allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available to all tenants, regardless of sex, gender identity, sexual orientation, race, color, national origin, religion, familial status, disability, or age. The ability of ACDO to honor such a request for tenants, however, depends upon a preliminary determination that the tenant is or has been a victim of domestic violence,

dating violence, sexual assault, or stalking, and on whether there is another unit available *and* is a safe unit for the tenant to occupy.

Emergency Transfers Eligibility and Priority

A tenant who is a victim of domestic violence, dating violence, sexual assault, or staling, as provided in HUD's regulations at 24 CFR Part 5, Subpart L is eligible for an emergency transfer if the tenant expressly submits a written request for a transfer and reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90 calendar-day period preceding a request for an emergency transfer.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements of this plan.

To the extent permitted by local, state, and federal law, tenants requesting an emergency transfer under this Plan shall have priority over other tenants seeking transfers and individuals seeking placement on waiting lists.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall submit a written request to their landlord. Within forty-eight (48) hours, the landlord shall notify ACDO of all requests received under this plan. All notifications to the city shall abide by the confidentiality requirements of this plan.

The tenant's written request must include the tenant's name, safe contact information, and one of the following:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain the same dwelling unit; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding a request for an emergency transfer.

The housing provider may request, in writing, documentation of the incident from the applicant or tenant. *It is at the discretion of the applicant or tenant what documentation to provide.* The applicant or tenant shall have a minimum of 14 days to provide documentation. The housing

provider is in no way required to request documentation. The following are acceptable forms of documentation:

1. The Certification Form; or
2. A document (i) signed by the applicant or tenant, (ii) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and (iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault or stalking under 24 CFR 5.2003.
3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
4. A statement or other evidence provided by the applicant or tenant

The housing provider may request third-party documentation if conflicting documentation is received after the original request for documentation. The applicant or tenant shall have 30 days to provide the documentation in such a situation.

Confidentiality

ACDO and all housing providers shall keep any information submitted, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, in strict confidence.

ACDO and all housing providers shall not allow any individual administering assistance on behalf of the entity, or any persons within their employ, or any individual in the employ of the City or the housing provider to have access to confidential information unless explicitly authorized for reasons that call for such individuals to have access to this information under applicable federal, state, or local law.

ACDO and all housing providers will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer unless:

1. the tenant gives ACDO or the landlord permission to release the information on a time limited basis; or
2. disclosure of the information is required by law; or

3. disclosure of the information is required for use in an eviction proceeding or hearing regarding termination of assistance from the HOME Program or CDBG.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided.

Neither ACDO nor any housing provider shall enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent the disclosure fits one of the three exceptions noted above.

A housing provider's compliance with VAWA protections and confidentiality requirements shall not be sufficient to constitute evidence of an unreasonable act or omission by the housing provider. Neither VAWA nor this plan limits a housing provider's duty to honor court orders about access to or control of the property; this includes orders issued to protect a victim and orders dividing property among household members in cases where a household breaks up.

Emergency Transfer Timing and Availability

Neither ACDO nor housing providers can guarantee that a transfer request will be approved or how long it will take to process a transfer request. ACDO will require housing providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a safe unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing provider may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.

If a housing provider has a safe unit immediately available, the housing provider must allow the tenant to make an internal emergency transfer. An internal emergency transfer is an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; the tenant may reside in the new unit without having to undergo an application process. A safe unit is a unit that the tenant requesting the transfer believes is safe.

If a housing provider has no safe units available, the housing provider shall give the tenant priority above all others when the next unit becomes available. The housing provider shall also notify ACDO that no internal emergency transfer is available.

If a housing provider has no safe units available for which a tenant who needs an emergency is eligible, ACDO will assist the tenant in an external emergency transfer by identifying other

housing providers who *may* have safe units available to which the tenant could move. ACDO will maintain a list of HOME Program units and make the list available to tenants requesting an emergency transfer. An external emergency transfer is an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; the tenant must undergo an application process in order to reside in the new unit.

Tenants may seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

Lease Bifurcation

Housing providers may choose to bifurcate the lease or remove a household member from a lease in order to evict or terminate assistance to a household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. Lease bifurcation shall be carried out in accordance with any requirements or procedures by federal, state, or local law for termination of assistance or leases, and any requirements under the applicable housing program (HOME Program or CDBG).

If a housing provider chooses to bifurcate a lease, any remaining tenant(s) shall have ninety (90) calendar days to (i) establish eligibility under the same housing program, (ii) establish eligibility under another housing program, or (iii) find alternative housing.

HOME Program Only: Following a lease bifurcation, tenants within a HOME Program unit shall be allowed to remain in that unit and are not subject to the 90-day limitation; similarly, households receiving HOME Program Tenant-Based Rental Assistance shall continue to receive the rental assistance. ACDO shall decide if the removed tenant shall continue to receive HOME Program rental assistance, so long as the removed tenant has not engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking.

DUPLICATION OF BENEFITS POLICY

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. As a HUD requirement, prevention of the duplication of benefits when providing financial assistance with CDBG-CV and ESG-CV funds is needed. Grant funds may not be used to pay for a particular cost if another source of financial assistance is available to pay for that same cost.

There are many sources providing funding to organizations during the COVID-19 pandemic. Practically, CARES Act funds cannot be used to pay for eligible costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources. If this occurs, the sub-recipient must repay its CDBG-CV grant. The city is required to ensure sub-recipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before the CARES Act assistance is provided. This duplication of benefits analysis may be accomplished in various ways, including requiring these entities or beneficiaries to provide a self-certification indicating they have or have not - and will not - receive a duplicative benefit, and supply a completed budget form.

Thus, the city must also require if a sub-recipient, individual or family, business, or other entity subsequently receives a duplicative benefit, it agrees to repay the city within a reasonable time frame as agreed upon between the sub-recipient and city staff. When assistance is provided to entities for CDBG-CV activities, including activities that are part of a larger project, the city must complete a duplication of benefits analysis by developing an overall budget for COVID-19 preparation, prevention and response that demonstrates the funding need for the activity and the funding reasonably anticipated. This budget should include all Federal and non-Federal funding, including in-kind donations. The city can only provide CDBG-CV assistance to pay for unmet needs/needs not met by other sources of assistance.

Funds awarded under the CARES Act are to prevent, prepare for, and respond to the COVID-19 crisis through partnerships with local agencies and assist with unmet needs in the community. In order to ensure there is no duplication of services, recipients must agree to disclose any-and-all assistance the organization has - or will receive - in relation to the services included in their CDBG-CV grant. In order to prevent duplication of benefits, the uses of CARES Act CDBG-CV funding will require organizations to certify the needs you are serving with this grant are 100% unmet. This means there has not been, nor will there be, any other funding received to cover the expenses being included in their CDBG-CV grant. Subrecipients of CARES Act CDBG-CV funding from the City of Auburn, who subsequently receive a duplicate benefit, agree to pay the CDBG-CV funds back to the City in the amount of such duplication.

EXCEPTIONS POLICY

Situations or scenarios will arise that cannot be effectively addressed within the constraints of CDO's policies and standards. There will be times when national objectives can and should take precedence over these policies. Exceptions to city policy can only be approved by the Director so long as they are still compliant with HUD guidelines and/or under advisement from HUD Community Planning Department staff.

If program managers determine an isolated exception, or a request driven by a documented urgent need, will better serve target populations without violating federal program guidelines they will document this request in writing and present it to the Department Director for approval. If approved, a signed memo from the Director will be attached to the project and/or client files.

SPECIAL ALLOCATION POLICY

Special allocations or additional emergency funding provided to the city of Auburn, or the Auburn-Lewiston Consortium will be managed within the current guidelines or under the advisement of HUD and any subsequent CPD Notices. Discretionary Authority of the Department Director will be used to receive, budget, and approve the use of these emergency or special allocations.

SECTION 2 – CDBG POLICIES

CDBG ELIGIBLE ACTIVITIES

In addition to meeting a national objective, all CDBG-funded activities must also qualify as eligible under CDBG regulations. CDBG funds may be used for activities including but not limited to:

- Acquisition of real property (if the property's subsequent use is CDBG-eligible)
- Relocation and demolition (for slums and blight)
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services (non-construction activities)
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

The full listing of eligible activities can be found at 24 CFR 570.201-206.

Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities
- Certain income payments
- Construction of new housing (with some exceptions)

The full listing of ineligible activities can be found at 24 CFR 570.207.

The Auburn Community Development Manager shall conduct eligibility analyses of all proposed CDBG activities during the annual grant application cycle for each grant application received. Any proposed activities that are determined to be ineligible for CDBG funding will not be included for consideration during the funding selection process. City of Auburn Community Development staff shall use an eligibility analysis form to conduct its analyses for all proposed activities. This form also includes a national objective analysis section, as well.

Public Services

Public services funds may be used to provide public services such as wages, benefits, supplies, and operating costs for facilities hosting the CDBG-eligible service(s). Examples of such activities include services for domestic violence victims, employment training, and emergency assistance payments made over a period of up to three consecutive months. Ineligible activities include political activities, inherently religious activities, administrative costs, mortgage payments, subsidies, and non-emergency payments (i.e., more than 3 consecutive months) to individuals for food, clothing, rent, utilities, etc.

If the public service is provided by the City of Auburn, then the service must be a new service or a quantifiable increase in the level of an existing service.

Economic Development

Economic development funds may be used for the acquisition and rehabilitation of commercial or industrial buildings, as well as assistance (such as loans or grants) to private for-profit businesses to carry out an economic development project. The full regulations for special economic development activities can be found at 24 CFR 570.203.

Housing Rehabilitation

Housing rehabilitation funds may be used for the rehabilitation of both public and private residential property that is the primary residence for a low to moderate income household. Eligible expenses include costs of labor, materials, and supplies for the repair of principal fixtures and components of heating systems; property acquisition for the purpose of rehabilitation; security devices; water and sewer connections; removal of mobility/accessibility barriers; historic preservation; and lead-based paint evaluation and remediation. Ineligible expenses include luxury items, equipment and furnishings, and labor costs for labor performed by the homeowner.

Currently, the only housing rehabilitation activity funded by the City of Auburn's CDBG program is the Residential Rehab program, Critical Repair Program and Spot/Blight. These programs focus on rehabilitation work for single-family homes or multi-units in Auburn which are occupied by low to moderate income households. Such rehabilitation work includes the replacement of heaters and furnaces, installation of insulation, replacement of windows and doors, etc.

Public Facilities and Public Infrastructure

Public facilities and infrastructure funds may be used for acquisition of property (as long as the property will be used for CDBG-eligible activities), construction, and rehabilitation. "Public facilities" includes all facilities that are either publicly owned, that are traditionally provided by government, or owned by a nonprofit and made open to the general public. However, buildings used for the general conduct of government are not eligible, except for the removal of mobility/accessibility barriers. A city hall would generally be ineligible for CDBG funding, for

example, while a library or community center would generally be eligible. Examples of public facilities activities include senior centers, street improvements, childcare centers, and homeless shelters (which are not considered “housing rehabilitation” as they are not meant for permanent residence).

NATIONAL OBJECTIVES

Low Mod Income Limited Clientele (Other Than “Presumed Benefit”)

Limited clientele activities are activities that provide benefits to a specific subpopulation of residents (that might be spread across multiple geographic areas) rather than all of the residents in a single defined area. Under this category, at least 51% of the beneficiaries of an activity must qualify as low to moderate income under the current-year HUD income limits. Such activities include shelter services for homeless persons, domestic violence counseling and services for domestic violence victims, and educational services targeted for lower-income residents.

If the activity is being completed under a Limited Clientele national objective other than Presumed Benefit or Nature/Location, a verifiable self-certification form may be used to document that at least 51% of the beneficiaries served are low- or moderate- income based on family size and income. A verifiable self-certification is based on a Self-Certification of Annual Income by Beneficiary form in which the beneficiary states and signs off on their income at the time of assistance. The HUD income self-certification form shall be provided to all CDBG subrecipients with limited clientele-based activities at the beginning of the program year.

Income verification will be undertaken via the 24 CFR Part 5 Annual Income determination methodology (please see determination form in Appendix E) or standardized self-certification form. Under the 24 CFR Part 5 methodology, income is calculated based on the client’s salary and wages; net income from businesses or professions; interests, dividends, and other net income from real or personal property; periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, or disability or death benefits; and payments in lieu of earnings, such as unemployment payments, disability compensation, worker’s compensation, and severance pay. Generally excluded from the income calculation are welfare assistance payments; alimony and child support payments; payments and allowances to Armed Forces members; income from employed children; payments for care of foster children; and other assets as defined under 24 CFR 5.609(c). For housing rehabilitation projects, income documentation must also include household size, which includes all persons living in the household, related or unrelated.

The subrecipient agency’s staff will review and document income eligibility during client intake. The subrecipient also will maintain documentation on all clients’ income eligibility. The Auburn Community Development Manager will review this documentation with the subrecipient agencies’ executive director/CEO and financial staff at the annual subrecipient site monitoring visit.

Low Mod Income Limited Clientele – Presumed Benefit

For the national CDBG program, HUD presumes that certain categories of people are income-qualified. These categories are abused and neglected children, battered spouses, elderly persons,

severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.

The income levels for each category of presumed benefit client are:

- Abused and neglected children – Extremely Low Income
- Battered spouses – Low Income
- Severely disabled adults – Low Income
- Homeless persons – Extremely Low Income
- Illiterate adults – Low Income
- Persons living with AIDS – Low Income
- Migrant farm workers – Low Income
- Elderly Persons (for senior center projects or activities) – Moderate Income
- Elderly Persons (receiving other public services) – Low Income

Limited clientele initial eligibility will be determined via the Auburn annual CDBG grant application. The application requests detailed information on potential subrecipients' proposed activities and clients to be served. This includes a section where potential subrecipients provide a detailed description of the activity for which funding is requested and a section requesting information on the number and percentage of clients to be served who are low to moderate income. The Auburn Community Development Manager reviews each CDBG grant application to determine eligibility and applicability of the presumed benefit depending on the clientele to be served.

In most cases, the applicability of presumed benefit is easily determined, such as requests received from homeless shelters, where all clients are homeless persons, or from domestic violence shelters, where all clients are domestic violence victims. However, in cases where presumed benefit eligibility is unclear, the Auburn Community Development Manager will request additional information and documentation from the grant applicant to make this determination.

PUBLIC SERVICE GRANTS

The Auburn Business & Community Development Office annually announces the Community Development Block Grant funds anticipated from the U.S. Department of Housing and Urban Development, as well as the procedures and deadlines for making application to the City of Auburn. Notices of application availability are sent via electronic means to current public service partners and groups with projects in development, as well as to other identified public service agencies that engage in work that is eligible for CDBG funding. Notice also is provided via electronic means, including but not limited to email announcements to community stakeholders (*e.g.*, currently funded non-profits and community business associations), postings to the City's webpage & social media accounts (*e.g.*, Facebook and Twitter). The application includes actual

or estimated funds available for distribution, a timetable for application evaluation, public hearing, and public comment period. Applications for project funding are due annually in mid-December.

All applications are reviewed by the Auburn Community Development Manager to determine whether the proposed activity meets a National Objective and constitutes an eligible CDBG activity. All Subrecipients are verified through Sam.gov, a free government service, to assure they have a valid UEI number and are not debarred from receiving federal funds. Assuming that the application does so, the Community Development Manager reviews the application to see whether it meets a priority identified in the current Consolidated Plan and whether it meets any current needs identified through consultants with city staff, nonprofit partners, and the general Auburn public.

The Community Development Manager then summarizes this information for all grant applications received, and this information is relayed to the City's Community Advisory Committee (CAC). The CAC invites the grant applicants to discuss their funding requests in-person at a committee meeting sometime between January and March then votes on its funding recommendations. The funding recommendations from the CAC are presented to the City Council in the form of the draft Annual Action Plan.

SECTION 3 – HOME POLICIES

AUBURN-LEWISTON CONSORTIUM MANAGEMENT

U.S. Department of Housing and Urban Development has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a consortium or continue an existing consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program.

The City of Auburn shall be the designated Representative Member of the Consortium and shall manage the finances and policies for all members. The administration and management shall be detailed in an Auburn-Lewiston Consortium agreement, which shall be negotiated and re-approved every 3 years. Management of the Consortium shall follow HUD guidelines to include, but not limited to 24 CFR 92.101-107 and CPD Notice 13-02.

DEFINITIONS

a. **“Member”** means a unit of local government that is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.

b. **“Representative Member”** means a unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this Agreement, as defined in HUD regulations and requirements as now or hereafter in effect.

c. **“Subrecipient”** is a public agency or non-profit selected by the member to administer all or a portion of the member’s HOME Program.

d. **“Consolidated Strategy and Plan”** means a Consolidated Plan, as defined in HOME Program Regulation 92.2, and required by HUD regulations and requirements as now or hereafter in effect.

e. **“CHDO”** means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.

f. **“HUD Regulations and Requirements”** means those HUD regulations and requirements which are applicable to the HOME Investment Partnerships Program.

g. **“Commitment”** means the member has executed a legally binding agreement with a recipient or a subrecipient to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements in the regulations to commit to a specific local project, including project underwriting according to Notice CPD-15-11 or other HOME Investment Partnerships guidance with respect to project/program review.

h. **“Program Income”** means gross income received by the member or subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.

DESIGNATION OF REPRESENTATIVE MEMBER; POWERS AND DUTIES

- a. The City of Auburn, acting through its Community Development Director for the Community Development Department, hereinafter Consortium Administrator, will be designated as and agrees to assume overall responsibility as the Representative Member

for this consortium for the purposes of the HOME Program, in compliance with HUD HOME Program statutes, regulations, and instructions, now or hereafter in effect, for the duration of this Agreement.

- b. The Representative Member shall have access to all Member records related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.
- c. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.
- d. The Representative Member shall establish, with the prior consent of the Member units, such administrative procedures as may be necessary to facilitate the application for and distribution of HOME program funds.
- e. Representative Member may provide technical assistance to the Members upon request. Said assistance shall not relieve each Member from compliance with all relevant HOME regulations, nor unduly burden the Representative Member.
- f. The Representative Member may withdraw funds from the HOME Investment Trust Fund for a particular Member or Member's project only upon receipt of a written requisition signed by the Member requesting the disbursement.
- g. The Representative Member may amend this Mutual Cooperation Agreement on behalf of the consortium to add new members to the consortium. When members are added, the funding formula shall be revised and agreed upon by all Members including the new Member.

DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

- a. Each Member agrees to cooperate in undertaking or assisting in the pursuit of housing assistance activities for the HOME Investment Partnerships Program.
- b. The Consortium collectively acting through its Representative Member and each of its Members, acting through its Community Development Director (or other individual designated by each Member's chief executive officer), agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- c. Each Member shall be responsible for obtaining the necessary local approvals for acceptance and allocation of HOME program funds.
- d. Each Member shall be responsible for submitting to the Representative Member all information necessary for participation in the consortium as defined in HUD regulations, requirements, and schedules as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Plan, Annual Plan, description of the use of HOME funds, the HOME Program Description including tasks to be performed, a schedule

- for completing the tasks, budget, and certifications, HOME Agreements executed with subrecipients, and performance reports.
- e. Each Member shall be responsible for obtaining matching funds or matching fund credits for all its projects as required by HUD regulations and requirements as now or hereafter in effect. All Match funds shall be entered into the project funding portion of IDIS to be documented, tracked, and carried forward into subsequent fiscal years.
 - f. Project Management.
 - i. Representative Member shall be responsible for project management and shall perform all procedures and tasks necessary to implement and monitor each specific project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation 92.505.
 - ii. Each Member shall be responsible to develop, design and describe how each proposed project and site satisfy all applicable HOME Program regulations and the requirements of this Agreement and shall record these determinations in each project/site file together with an official approval memorandum signed by Member's responsible HOME Program staff. For multiple site programs the Member shall provide the proposed program guidelines and any amendments to the same to the Representative Member for review.
 - iii. Members shall assure that their share of the 24-month commitment requirement under the HOME Investment Partnerships Program regulations is met. Once projects are committed, each Member shall submit a commitment letter with the Consortium.
 - g. Each Member shall be responsible for developing qualified projects to spend their portion of the allocation on within 5 years of the award date.
 - h. Each Member shall be responsible for completing and closing out approved projects within 4 years from the commencement date.

FUNDING

- a. The Representative Member shall be entitled to an amount of 5% of HOME Program funds for administration of the Consortium which shall be deducted from the annual allocation. Each Member will then share the remaining 5% (2.5% for Auburn & 2.5% for Lewiston)

for administration funds permitted under the cap allowance pro-rata in relation to the percentage of HOME Program funds received by each member annually.

- b. After the set aside for administration, each Member will share equally HOME Program funds allocated to the Consortium each year. A Member may voluntarily relinquish a portion or all of its HOME allocation, in writing, to another Member of the Consortium.
- c. HOME funds will be deposited into and disbursed from the Consortium HOME Investment Trust account established by the Representative Member consistent with HOME Program regulation 92.500 the HOME Investment Trust Fund and 92.502 Program disbursement and information system. All loan repayments, interest, or other returns on investments shall be deposited into this account on a quarterly basis.
- d. Reservation of HOME Funds.
 - i. Unless otherwise suspended or eliminated by HUD, each Member shall be responsible for establishing its own projects and meeting its 50% share of the mandatory 24-month commitment of funds according to 92.500(d)(1) of the HOME rule and CPD-15-09. In January of each year, Representative Member shall communicate in writing with Member the status of the required commitment, and each shall identify in writing how commitment shares will be met. In May of same year, if either Member or Representative Member has not met the required level of commitment, then Member or Representative Member shall offer the uncommitted amount to the other, who may or may not accept responsibility for committing these funds. There will be no obligation to accept or repay a transfer of funds. If transfer is not accepted by the Member or Representative Member and funds are lost, then the loss shall remain with the original Member or Representative Member.
 - ii. Project Set-Up in IDIS. Each Member shall request that the Representative Member "set up" in the federal Integrated Disbursement and Information System (IDIS) or any successor system, i.e., establish an activity and reserve funds for each particular site or eligible activity, after meeting all the requirements of the Mutual Cooperation Agreement.
 - iii. Member shall forward a Set Up Request in writing to the Representative Member, enclosing all required documentation together with the Auburn-Lewiston Consortium Project Compliance Checklist (AL Checklist), completed through the project initiation stage. The Representative Member will not establish an activity in the IDIS System if one or more of the following conditions occur: HUD Set-Up Report is incomplete; the data on the HUD Set-Up Report or other site data are inconsistent with HOME Program requirements, there is no evidence of local project approval have not been met; or there is incomplete project documentation.
 - iv. The Representative Member agrees to provide the Member with Underwriting and environmental review requirements for the Members proposed projects or activities to be funded with HOME Program funds in the amounts as stated in the executed

HOME - Agreements, as they may be amended from time to time, for the purposes described in said Agreements, provided that the Member has complied with all requirements of the HOME Program and this Agreement.

- e. HOME Agreements.
 - i. Prior to disbursing HOME Program funds each Member shall enter into a HOME agreement with the recipient including all provisions described in HOME Program regulation 92.504, or its successor. These agreements will be developed by the Representative Member based on project description and documentation provided by the Members.
 - ii. The Representative Member shall include in each such HOME agreement additional provisions as may be required by HUD and such reasonable requirements as may be requested by the Member consistent with HOME Program regulations and this Agreement.
 - iii. Review of Project Funding Instruments. Members shall transmit any proposed funding instruments and agreements to the Representative Member for underwriting consistent with the applicable Consortium guidelines, as they may be amended from time to time. Once guidelines and funding instruments have been approved by the Representative Member, the Member may execute such funding instruments without further review by the Representative Member. Each Member must keep originals or certified copies of all case-specific funding instruments and related documents in project files.
- f. Expenditures. The Member shall meet the principles and standards of cost allowability stated in 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- g. Processing and Release of Project Funds. Pre-Release Requirements:
 - i. Funding Instruments. HOME - Agreement and funding agreements with recipients must be executed prior to set-up and/or drawdown. Closing documents with recipients must be executed or a specific closing scheduled prior to drawdown. No funds will be authorized or released for work done prior to the effective date of this Agreement and the applicable Consortium-Member HOME - Agreement.
 - ii. Environmental clearance. A Release of Funds, if applicable, must have been received from HUD for this project or activity.
 - iii. Set-up Request. The site shall be set up in the HUD IDIS system as provided in Section 4 - Funding, herein.
- h. Disbursement Procedure. The Representative Member shall draw down and release HOME funds on a reimbursement or "pay as you go" basis to the Member or on behalf of the Member to such designated subrecipient, vendor or other recipient as mutually approved by the Representative Member and Member consistent with the following procedure:

- i. Invoice. An invoice requesting payment shall be submitted to the Representative Member on a quarterly basis by the entity to be paid or reimbursed. Invoices must appear on the letterhead of the entity or another standard invoice form approved by the Representative Member, be signed by an individual authorized by the entity, and be submitted by the 15th day of the month immediately following each quarter. Requests for payment shall be limited to the amount currently needed for the payment of eligible costs consistent with HOME Program regulation 92.504(c)(2)(vi), corresponding to expenses already having been paid by Members. Requests for payment shall include:
 - 1. An invoice detailing the amount being requested for reimbursement against the established budget signed by the program manager;
 - 2. Documentation of draws paid to vendors or developers and any related inspection reports;
 - 3. All pertinent back-up documentation for the charges including payroll records, time sheets, financial expense reports, and copies of source documentation; and
 - 4. A spreadsheet that ties the invoice to the expense report including a summary of the salary expenses by project.
- i. Approval by Member. Each invoice submitted shall have been reviewed and approved by the Member for accuracy, quantity and quality of work, materials or services provided, consistency with contractual terms, and compliance with all applicable HUD and HOME Program regulations. As required by HOME Program regulation 92.504(c)(2)(vi) the Member shall limit the requested disbursement of project funds to the amount presently needed for payment of eligible costs.
- j. Processing Requisition and Checks. The Representative Member will process all approved requisitions for payment in a manner consistent with the Representative Member's accounts payable procedures. Incomplete or non-conforming requisitions will be returned to the Member. Checks will be mailed to the designated payee unless alternative arrangements have been made with the Representative Member.
- k. General. The Representative Member reserves the right to modify procedures herein as needed to comply with HUD and Representative Member's requirements. In such case, advance notification will be provided to the Members. Considerations unique to specific projects including but not limited to construction retainage, contingencies, retainage for compliance, and other aspects will be addressed on a case-by-case basis in a manner mutually acceptable to the Representative Member and Member and shall be described by the Member in a specific Project Description and attached to a HOME Project Funding Agreement.

1. Reversion of Assets. Upon expiration of this Agreement, each Member shall transfer to the Consortium HOME Investment Trust any HOME funds on hand at the time of expiration and accounts receivable attributable to the use of HOME funds per HOME Program regulations 92.503 and 92.504(c) and HUD Notice CPD 97-09. In the event the Consortium is dissolved, HOME funds and receivables shall remain in the custody of the Member, unless otherwise provided by HUD.

SET ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

Unless suspended or eliminated by HUD, each Member is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs), in accordance with the Consortium's Program Administration Guidelines and HOME Program regulations 92.300 - 92.303, as they may be amended from time to time. If one Member is able to fulfill the entire amount of this requirement, the other Member will not be required to also have a CHDO project. Members will coordinate this by January of each year prior to submission of the Annual Action Plan.

TERM OF AGREEMENT AND RENEWAL

- a. This Agreement shall commence on July 1, 2022, and remain in effect during the period necessary to complete all activities funded by Federal Fiscal Year (FFY) 2023, -2024, and -2025 HOME Program grants or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD, whichever occurs first. Members of the Consortium agree to a program year of July 1 to June 30 for the purposes of HOME.
- b. Nothing in this Agreement obligates a Member to become a signatory to a future agreement to continue the Consortium for HOME Program grants subsequent to FY-2025. Each Member shall notify the Representative Member at least 60 days before the effective date of such future agreement if it intends not to become a signatory. Notwithstanding the foregoing, if the following FFY grant information is not available 60 days before the effective date, a Member shall use best efforts to notify the Representative Member as soon as possible after it receives the grant information.

REPAYMENT OF FUNDS AND PENALTIES

- a. Repayment of HOME Funds to HUD. In the event that HUD requires the Representative Member to repay HOME funds disbursed to the Consortium for failure to meet affordability requirements as set forth in applicable HUD regulations, or for any other reason, each Member shall reimburse the Representative Member for the amount of funds required to be repaid on account of that Member's use of HOME funds. Consistent with

the foregoing, the Representative Member, when acting as a Member shall remain solely liable to HUD for repayment of HOME funds originally awarded to the Representative Member, if required on account of the Representative Member's use of such HOME funds as a Member.

- b. Cancellation. Each Member agrees to repay the Consortium HOME Investment Trust all HOME funds released to the Member attributable to a project in the event such project is cancelled for any reason. Such repayment shall be made within the time period specified by HUD or other reasonable time period agreed to by the Representative Member.
- c. Violations. Each Member who continues to violate any HOME Program regulation, provision of this Agreement, or provision of a HOME - Agreement, after having an opportunity to cure, shall repay to the Consortium HOME Investment Trust Account any HOME funds disbursed directly to recipients or subrecipients, with respect to the site or sites where the violation has occurred, or such amount as HUD determines.
- d. Penalties.
 - i. Member. Each Member shall reimburse the Representative Member the full amount of any penalties assessed against the Representative Member by HUD as a result of that Member's use of HOME funds pursuant to this Agreement.
 - ii. Representative Member. The Representative Member shall reimburse the Consortium the full amount of any penalties assessed against the Consortium by HUD as a result of the Representative Member's failure to comply with HUD regulations.
- e. Restriction on Future Funds. The Representative Member may withhold and restrict a Member's access to HOME funds if the Member fails to cure a violation, fails to repay HOME funds, or fails to pay the penalties provided for above. Funds withheld in the amounts necessary to repay HOME funds or penalties should be charged against the Member's HOME funds in the following order:
 - i. First against the funds for the project or projects in which the violation occurred or which are the subject of dispute between the Representative Member and Member;
 - ii. Second against any other HOME funds allocated to the Member in the same fiscal year;
 - iii. Finally, against HOME funds allocated to such Member in future fiscal years.

If HUD subsequently determines that no violation has occurred, the Representative Member shall make the withheld funds available to the Member for HOME projects. Otherwise, such funds are retained for the benefit of the Consortium or in the case of penalties to reimburse the Representative Member or Consortium as the case may be.

OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS, LEGAL RECOURSE, AND INDEMNIFICATION

- a. Opportunity to Cure. The Representative Member shall provide a written notice to a Member of the violation of any provisions of this Agreement-, or applicable HUD regulations. The notice shall set forth a description of the violation, the steps which must be taken to cure the violation and a reasonable time period established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Representative Member shall establish said deadline. The Representative Member may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.
- b. Disputing a Violation. If the Member and Representative Member disagree as to whether a violation has occurred, either may request HUD' determination of whether a violation exists. The Member disputing the Representative Member's finding of a violation may expend the subject funds, subject to repayment, unless the Representative Member chooses to withhold the funds.
- c. Legal Recourse. In the event that any Member, including the Representative Member acting in its representative capacity, fails to comply with this Agreement, -, or a HOME Program or other HUD regulation or finding or fails to cooperate with any other Member, the Representative Member or the Consortium in complying with a HUD finding, the Representative Member or any other Member may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.
- d. Indemnification for Violations. Each Member shall hold harmless the Representative Member, the Consortium, and the other Members from and against all claims for repayment of HOME project funds attributable to such Member's failure to comply with applicable HUD regulations, this Agreement, - and from penalties, costs and attorneys' fees related to such failure.

FAIR HOUSING

- a. Each Member agrees to affirmatively further fair housing in accordance with applicable Federal Law, Consolidated Strategy and Plan and with 24 CFR 570.904(c).
- b. Affirmative Marketing. The Representative Member shall adopt and implement an Affirmative Marketing Plan including affirmative marketing procedures for HOME assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulations 92.351. Each Member shall summarize these procedures in an affirmative marketing plan for each project. Documentation of action taken to carry out said site-specific plans shall also be placed in said files.

HOME/GENERAL PROVISIONS

- a. Federal Regulations. The provisions of 24 CFR 92, HOME Investment Partnerships Program, Final Rule, 24 CFR 92 dated September 16, 2003 (hereinafter "HOME Program

regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Representative Member and Members shall at all times comply with said HOME Program regulations and shall comply with other related Federal and state statutes and regulations, Executive Orders, 24 CFR 200, and all future revisions and amendments to the same. The Members shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that all projects comply in all respects.

- b. Environmental Review. The release of funds for all HOME assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 92.352 and 24 CFR 58. Each Member shall prepare and provide to the Representative Member all information necessary to obtain Release of Funds from HUD and documentation to establish specific site clearance consistent with Consortium procedures.
Equal Opportunity. Each Member shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, each Member shall ensure compliance with HOME Program regulations 92.350 and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 121432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).
- c. Labor Standards. Each Member shall comply with and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., Section 3 requirements established in 24 CFR part 75 and as applicable pursuant to HOME Program regulations 92.354. In particular, each Member shall comply with and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Each Member shall require certification as to compliance with the provisions of this paragraph as required by HOME Program regulation 92.354.
- d. Records. Each Member shall maintain all applicable records for its project(s) consistent with HOME Program regulations 92.508 Record-keeping. In addition, each Member shall make available copies of all such records as may be requested by the Representative Member for administration of the Consortium.
- e. Reports. The Representative Member shall, on behalf of the Consortium, submit such reports (with full and complete copies to the Member) as may be required pursuant to HOME Program regulations 92.509 Performance Reports. Each Member shall cooperate with the Representative Member in providing all data and information specific to each

community and projects in such formats and time frame as required by HUD and the Representative Member. In addition, each Member shall prepare and submit to the Representative Member the project completion reports required by HOME Program regulation 92.502(d) Submission of project completion reports. This report shall be submitted to the Representative Member within 45 days of the final requisition for HOME funds together with a fully completed AL Consortium Project Compliance Checklist. Following review of the above for completeness, the Representative Member shall transmit the Project Completion Report on behalf of the Consortium to HUD as required by 92.502(d).

- f. Faith Based Organizations. Each Member shall ensure that HOME funds are disbursed to a faith-based organization in compliance with HOME Program regulations 92.257. In addition, each Member shall comply with the provisions of the above regulation with respect to assisting wholly secular organizations established by religious organizations which may be eligible to participate in HOME funded projects.
- g. Conflict of Interest.
 - i. In accordance with HOME Program regulation 92.356, the procurement of property and services by the Consortium, its Members and subrecipients is governed by the conflict of interest provisions stated in 2 CFR 200. Each Member shall comply with all applicable federal and state conflict of interest rules and shall endeavor to ensure the compliance with the same by all subrecipients as defined in HOME Program regulations 92.2 or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, each Member shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.
 - ii. The conflict of interest provisions of part (i) of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the Representative Member, or of the Members designated herein, or any state recipient, or subrecipient of HOME funds. None of the foregoing who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 92.356(d). Each Member shall advise the Representative Member in writing as to any such exceptions granted by HUD.
- h. HOME Project Requirements. Each Member shall perform and carry out the projects as described in the Consolidated Plan and Annual Action Plan approved by HUD during the period covered by this Agreement and funded pursuant to Consortium-Member HOME -

Agreements consistent with specific Project Descriptions and in compliance with the requirements of HOME Program regulations Subpart F, Project Requirements, as applicable, depending upon the type of project assisted. Each Member shall comply with requirements contained in Subparts E and F specifically in HOME Program regulations 92.205 to 92.215 concerning eligible and prohibited activities, income targeting requirements in regulations 92.216 and 92.217, unit subsidy limits, and all other applicable requirements stated in regulations 92.250 through 92.258. Written agreements executed with a recipient or other entity shall contain provisions requiring compliance with the regulations cited herein.

- i. Ownership, Use, and Disposition of Property. Each Member shall comply with the affordability provisions referenced in HOME Program regulations 92.252 – 92.256, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, each Member shall require that the affordability requirements of HOME Program regulation section 92.252 be enforced by deed restriction or by restrictive covenants running with the land in accordance with HOME Program regulation 92.252(e). If a Member fails to comply with any of the requirements of this provision, the Member shall be required to repay HOME funds disbursed pursuant to this Agreement, consistent with HOME Program regulation 92.503(b).
- j. Post Completion Requirements. Upon completion of a project, each Member shall enforce all applicable short and long term special requirements. Such requirements include but are not limited to: compliance with housing affordability requirements (see HOME Program regulations 92.252 – 92.255 and 92.504(c)), and compliance with the Housing - Standards (see regulation 92.251 and 92.504(c)&(d)). Each Member shall require owners of HOME assisted housing to comply with the requirements stated above and all applicable requirements for the duration of the applicable period of affordability and shall incorporate such time period into the duration of agreements executed with recipients of HOME funds. Prior to the anticipated completion date for each site, each Member shall prepare a plan for each post completion enforcement responsibility by site and shall include such plans in each site file. Each file shall include a Certificate of Final Inspection indicating compliance with applicable housing standards. Each Member shall notify the Representative Member of compliance with this requirement by completing the Post completion Plan item on the AL Consortium Project Compliance Checklist for each site.
- k. Other Federal Regulations and Provisions. Each Member shall comply with Federal regulations incorporated in HOME Program regulation Subpart G, sections 92.300 through 92.303, Subpart H, sections 92.350 through 92.357, and all other applicable HOME regulations as well as all project requirements per this Agreement, provided that a Member's responsibilities with respect to environmental review contained in Subpart H

shall be as stated in SECTION 10 – HOME GENERAL PROVISIONS, paragraph b., Environmental Review above.

- l. Lead Based Paint. Each Member shall remain solely responsible for ensuring that all projects at all times comply with applicable requirements of the Lead –Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et, seq.; Lead Based Paint Regulations 24 CFR 35 and all future revisions and amendments to the same. Each Member shall also ensure that all projects comply with such Lead Based Paint regulations as may be adopted pursuant to HOME Program regulation 92.355, and with the applicable requirements of the Maine Lead Paint Statute, and all future revisions and amendments to the same.
- m. Audit and Monitoring.
 - a. General. Consortium and Member records shall be audited consistent with 2 CFR 200. Each Member shall be responsible for the cost of all audits performed on its records and operations pursuant to this section and may use designated HOME administrative funds. Other entities shall be responsible for the cost of their audits, respectively, and shall not use HOME funds for any portion of the cost of such audits unless expressly approved by a Member and included as an authorized cost in the Project Budget. Each Member and/or its subrecipient shall make available all such records and documents as requested by the Representative Member, HUD, and/or the Comptroller General of the United States. Such parties may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.
 - b. HUD Performance Reviews and Monitoring. HUD may conduct performance reviews and monitoring of the Consortium and of the Members as provided in HOME Program regulations 92.550 – 92.552. Each Member agrees to cooperate with HUD and the Representative Member to undertake such remedial action as may be required pursuant to HOME Program regulation 92.551, Corrective and remedial actions.
 - c. Monitoring. The Representative Member shall monitor each Member’s projects to ensure full compliance with all applicable requirements. All monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the Representative Member and Member. Monitoring shall occur between January and June on even years starting with 2023. Representative Member and Member - shall be responsible to follow through to resolve and clear any monitoring findings with respect to their own projects.
- n. Indemnification.
 - a. Disclaimer. Each Member shall hold harmless and defend the Representative Member, the Consortium, and the other Members from and against all claims arising from any latent, or patent defects in any work performed or services provided with respect to each Member’s projects pursuant to this Agreement and any duly executed Consortium-Member HOME - Agreement.

- b. Indemnification. Each Member shall indemnify, hold harmless and defend the Representative Member, the Consortium, and its agents, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement with respect to each Member's projects, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of a Member, anyone directly or indirectly employed by a Member, or anyone for whose acts the a Member may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- o. Insurance. Each Member shall require that all owners, contractors and subrecipients of HOME assisted projects shall at all times maintain certain types of insurance coverage consistent with the character of the project and shall ensure compliance with the following as applicable.
- p. Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (A) and (B) herein. The insurance provided shall be maintained for the duration of the note, mortgage, or the affordability period, whichever is longer.
 - a. The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member as loss payee. Any changes from the standard required coverages and amounts as stated below must be mutually agreed to in advance and in writing by the Member and Representative Member.
 - b. Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:
 - ii. Property Insurance: Minimum Amount = 100% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.
 - iii. Liability Insurance: Minimum Amount = HOME funds and all senior indebtedness.
 - a. Flood insurance. All HOME assisted projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage, when required. At time of closing for providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:

Minimum Amount = HOME funds and all senior indebtedness.

- b. Construction Insurance. Prior to the commencement of work on any HOME-assisted site, each Member shall obtain a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations,

contractual liability, completed operations, automobile liability, employers' liability, workers' compensation, and professional liability (where applicable). Minimum amounts are stated in subparagraphs (A) and (B) below. The insurance shall be maintained for the duration of the work to be performed.

(A) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workman's' Compensation:	Statutory coverage.
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence \$300,000 aggregate

(B) Automobile Liability (case by case basis, subject to determination by Member and Representative Member) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence \$100,000 aggregate
Bodily injury	\$250,000 each occurrence \$500,000 aggregate

q. Displacement and Relocation.

- i. General. Each Member shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation 92.353. In the event that displacement cannot be avoided, each Member shall ensure compliance with HOME Program regulation 92.353, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Member shall ensure compliance with the most current edition of HUD Handbook 1378 "Tenant Assistance, Relocation and Real Property Acquisition".
- ii. Use of Community Development Block Grant funds (CDBG). If CDBG funds are utilized in the HOME assisted project for optional relocation costs (not administrative or planning costs) and/or for any project-based costs, including staff project delivery costs, each Member shall ensure compliance with all applicable provisions of the Housing and Community Development Act of 1974, and applicable implementing regulations set forth in 24 CFR 570.

- iii. Responsibility of Member. Each Member shall prepare and maintain all necessary displacement and relocation plans and documentation, including, but not limited to site by site relocation plans, determinations of comparable housing, amounts and types of relocation assistance proposed, etc. as required by the URA. Each Member shall record compliance with all applicable relocation requirements on the AL Consortium Project Compliance Checklist.
- r. Acquisition. The acquisition of real property for a HOME project is subject to HOME Program regulation 92.353, the URA and the requirements of 49 CFR 24, Subpart B. Each Member shall ensure compliance with all of the foregoing, and shall prepare and maintain all necessary acquisition documentation, including, but not limited to: appraisals, offer letters, required notices, checklists, and any related materials.
- s. Procurement. Each Member agrees to fully comply with applicable requirements as referenced in 2 CFR 200. Procurement steps must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation, and related requirements. Note that 2 CFR 200.213 prohibits the use of debarred firms.
- t. Loan Servicing. In the event a loan or loans are issued with HOME funds, the Representative Member and each Member shall work out appropriate arrangements for the financial servicing of said loan(s) satisfactory to the parties. Each Member shall establish and maintain accounting records and procedures consistent with 2 CFR 200, HOME Program regulations 92.505 and 92.508(a)(6), including but not limited to individual loan case files, loan account histories, posting of payments and/or deferrals, account maintenance and updates, recording of loan discharge documents, preparation of IRS reports as applicable, loan portfolio reports, loan receivables control, loan repayment and interest reports, and related loan management documents. Loan payments, repayments and recaptures shall be handled in accordance with 92.503.
- u. Assignability. Neither any Member nor the Representative Member shall assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation
- v. Liens:
 - i. General. Each Member shall ensure that any property benefiting through a HOME-assisted activity is free from any attachments, tax liens, mechanics' liens, or any other encumbrances except as provided in paragraph (ii) below.
 - ii. A property assisted with HOME funds may have multiple mortgages subject to the discretion of each Member, and subject to loan underwriting analysis confirming sufficient equity is available to secure such HOME loan as may be secured by said property.

CHANGES

In the event changes in this Agreement become necessary, a Member initiating such changes shall notify the Representative Member in writing describing the subject changes. Upon mutual consent regarding the requested changes, the Representative Member shall prepare an amendment to this Agreement incorporating said changes which shall become effective following execution of the respective authorized signatories of the Members.

HOME FUNDED RENTAL AND HOMEBUYER DEVELOPMENT PROJECTS

The Auburn-Lewiston Consortium (Consortium) supports the rehabilitation and new construction of affordable rental and homebuyer development projects for low-, very low-, and extremely low-income households with its annual funding allocations from the U.S. Department of Housing and Urban Development's (HUD) HOME Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) (jointly Federal Assistance).

The consortium is required to develop and implement written subsidy layering and underwriting guidelines in accordance with the HOME regulations at 24 CFR Part 92. Consortium members are required to develop and use such guidelines to evaluate and ensure that the level of HOME investment does not exceed the amount that is necessary to provide quality affordable housing that is financially viable. The consortium will follow CPD Notice 15-11, Requirements for the Development and Implementation of HOME Underwriting and Subsidy Layering Guidelines for all rental projects developed in whole or in part with HOME funds and all HOME-assisted projects which seek to develop and sell units to homebuyers, whether scattered site or within a designated subdivision or target area.

UNDERWRITING, MONITORING AND RISK MANAGEMENT POLICY

The Auburn-Lewiston Consortium (Consortium) supports the rehabilitation and new construction of affordable rental housing for low-, very low-, and extremely low-income households with its annual funding allocations from the U.S. Department of Housing and Urban Development's (HUD) HOME Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) (jointly Federal Assistance).

Underwriting is more than a technical requirement, and the term itself is used in several different ways. Depending on the context, underwriting is sometimes used in a limited fashion to refer primarily to the financial review of a potential transaction. Other times, the term underwriting is narrowly understood as a check the box set of static technical reviews resulting in a determination

that a project does or does not meet a certain formula. In both cases, these uses of the term are too limited.

In practice, underwriting is a reflexive process. Every project involves risk, and even the best project can fail due to unforeseen factors. The goal of underwriting is to both identify and mitigate risk across a series of perspectives. In other words, the underwriting process is not an up or down review, but it often changes the project itself by imposing requirements to improve viability.

In this sense, the Consortium's approach to underwriting is informed not only by traditional lending perspectives and minimum requirements of the Federal Assistance, but a holistic approach to balancing the various risks inherent in any real estate transaction and the public purposes the Consortium seeks to support – not the least of which is producing safe, decent, affordable housing that will be an enduring community resource.

Project selection, site selection, neighborhood standards reviews, and negotiation of terms will be conducted by the local consortium member. Final review and underwriting of development projects will be conducted by the member identified within the current consortium agreement. Upon approval of a project the burden lays on the local member to ensure compliance with this policy as well as general HUD requirements including but not limited to timeliness, performance, and standards. The local member will ensure approved projects begin construction within 12 months after the executed written agreement.

Underwriting Overview

In reviewing applications for Federal Assistance, as required by 24 CFR §92.250(b), §24 CFR 93.300(b), and prudent business practices, the Consortium's underwriting framework includes, but is not limited to, evaluations of:

- **Regulatory requirements** applicable to the project, including compliance with affordability period restrictions, property standards, and cross-cutting federal requirements;
- **Market risk**, including whether sufficient demand exists for the project, the anticipated lease-up period, and whether general economic conditions and other competition supports ongoing viability;
- **Developer risk**, focusing on whether the owner/developer (including but not limited to the underlying owners of special-purpose and/or single-purpose entities) has/have the technical capacity to develop and operate the project and the financial capacity to safeguard public funds and backstop the project in the event of poor financial performance; and
- **Project risk** (or financial underwriting), testing the economic and financial projections for the transaction including both sources and uses as well as ongoing operating assumptions.

This includes confirmation that all sources of project financing are available, commercially reasonable, and have been appropriately maximized prior to awarding Federal Assistance.

In addition to the above, the Consortium will, at a minimum, also perform a collateral evaluation and assess environmental conditions to determine that the proposed project is suitable and viable for a project requesting Federal Assistance.

Market Assessment

All Federal Assistance project applications must include a market study prepared in a manner consistent with CPD Notice 15-11 requirements. Market studies must be less than six months old at the time of application for Federal Assistance.

Market analysis for a proposed project should: Evaluate general demographic, economic, and housing conditions in the community.

- Delineate the market area by identifying the geographic area from which the majority of a project's tenants or buyers are likely to come. This may or may not coincide with census tract or neighborhood boundaries.
- Quantify the pool of eligible tenants or buyers in terms of household size, age, income, tenure (homeowner or renter), and other relevant factors. Not all residents of the market area are potential or likely tenants or buyers of any given project.
- Analyze the competition by evaluating other housing opportunities with an emphasis on other affordable rental developments or sales opportunities in the market area, including those financed through either the HOME program or other federal programs.
- Assess the market for the planned units and determine if there is sufficient demand to sell the HOME-assisted housing within nine months of construction completion (§92.254(a)(3)) or to rent the HOME-assisted housing within 18 months of project completion (§92.252).
- Evaluate the effective demand and the capture rate, usually expressed as a percentage (the project's units divided by the applicant pool). The capture rate is the percentage of likely eligible and interested households living nearby who will need to rent units in the proposed project in order to fully occupy it. The lower this rate, the more likely a project is to succeed.
- Estimate the absorption period. Plan how many units can be successfully leased or sold each month and how long it will take to achieve initial occupancy/sale of the HOME units and stabilized occupancy for the project as a whole.

The Consortium reserves the right to request an updated market study, if required. Proposed rent levels must be supported by the applicant's market study and be within regulatory limits. Additionally, the market study should demonstrate the following:

- All units, including any market rate units as well as any units with income/rent restrictions imposed by other programs such as LIHTC, must demonstrate viability within the primary market area taking into account any known rent concessions being offered by competing properties;
- Achievable occupancy rates, based on a comparison of comparable properties in the primary market area, must be at or above 95% (physical occupancy); and
- Capture and absorption rates must be realistic and achievable.

For projects not meeting these standards, the Consortium, in its sole discretion, may also consider the following:

- For projects targeting special needs populations (e.g., homeless households, domestic violence victims, veterans, or other specific subpopulations), the Consortium may accept higher capture rates if data from the local Continuum of Care and/or service providers specializing in the targeted populations (e.g., VA service centers) suggests an adequate pipeline of eligible renters exists and will be consistently referred to the development.
- For existing projects being rehabilitated, the Consortium will consider the recent operating history of the project in terms of actual rents charged/received, eligibility of in-place tenants, and the like for evidence that the development's projections are supported by actual performance.

Site and Neighborhood Standards

Proposed sites for potential HOME projects must meet the following site and neighborhood standards:

- Be adequate to accommodate the number and type of units proposed;
- Have sufficient utilities and streets to service the site;
- Be in full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, E.O. 11063;
- Promote greater choice of housing opportunities;
- Avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- Be accessible to social, recreational, educational, commercial, and health facilities and services,
- Be accessible to municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- Be so located to places of employment providing a range of jobs for lower-income workers.

- The neighborhood must not be one which is seriously detrimental to family life or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

The site must not be located in an area of minority concentration, except as permitted below:

- Sufficient, comparable opportunities exist for housing for minority families, in the income range to be served by the proposed project, outside areas of minority concentration; or
- The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

Please refer to 24 CFR 983.6 for more details regarding utilization of the exceptions listed above. Site and neighborhood standards are part of any City underwriting analysis. A market analysis may be requested from the developer to provide justification for site selection and the need for HOME investment.

Eligible Activities

HOME funds may be used to develop and support affordable rental housing and homeownership affordability through:

- Acquisition
- New construction (includes adding additional units to an existing structure),
- Reconstruction, or rehabilitation of non-luxury housing with suitable amenities, including related costs such as:
 - Real property acquisition,
 - Site improvements,
 - Demolition, and
 - Other eligible expenses including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations;

All housing supported with HOME funds must be permanent or transitional housing.

A HOME assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and will be subject to recapture.

Eligible Properties:

- 1-4 Single family unit homes
- Condominiums/Cooperatives
- Group Homes
- Transitional Housing & Single Room Occupancy Units
- Permanent Supportive Housing
- Rental Unit housing (scattered site or development)
- May be one or more buildings on a single site, but project must be assisted with HOME funds as a single undertaking.

Method of Assistance:

HOME funds are provided through 0% interest loans (typically forgivable at either the successful resale of the project (if homeownership), or once the period of affordability has ended). If assisting a Low-Income Housing Tax Credit project, HOME funds may be provided as amortizing debt.

Minimum amount of assistance. The minimum amount of HOME funds that must be invested in a project involving rental housing or homeownership is \$1,000/HOME-assisted unit.

Maximum Per Unit Subsidy Amounts for Program Year 2022 The maximum per unit amount of HOME funds that may be invested in a project involving rental housing or homeownership is established by the current program year maximums and for the local jurisdiction are published by HUD each year. These values can be found on the HUD website or available upon request.

Period of Affordability

Total HOME investment per unit (resale) or direct subsidy (recapture) per unit	Affordability Period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

Rental Housing Development

The City of Auburn Community Development will provide *loans* to developers of affordable rental projects to assist with costs that are in excess of construction, permanent, and/or other subsidy financing and equity resources. The amount of funds invested in a rental housing project will always reflect the minimum amount of public subsidy necessary to achieve the maximum public benefit.

Before committing funds to a rental project, the City will evaluate the project and verify that the developer did not request or was not allocated any more HOME funds in combination with other governmental assistance than is necessary to provide the affordable housing.

Eligible Beneficiaries:

Eligible tenants must meet the following requirements:

FOR PROJECTS WITH LESS THAN 5 HOME UNITS:

- Renter households must be at or below 60% of area median income as published by HUD for the current program year.
- Household must intend to reside in the unit as their principal residence;
- Household must not be an agent, consultant, officer, employee, and/or elected official of the City of Providence or a HOME recipient of funds (household may still be able to receive assistance IF a waiver is approved by HUD); &
- Household must meet all other requirements where applicable.

FOR PROJECTS WITH 5 OR MORE HOME UNITS:

- In rental projects with five or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by very low-income families as defined under 92.252. Household must be at or below the 50% AMI threshold as published by HUD for the current program year. The remaining eighty (80) percent of the HOME-assisted units must be occupied by households at or below 80% AMI threshold as published by HUD for the current program year.
- Resident must intend to reside in the unit as their principal residence; Household must not be an agent, consultant, officer, employee, and/or elected official of the City of Providence or a HOME recipient of funds (household may still be able to receive assistance IF a waiver is received by HUD); &
- Household must meet all other requirements where applicable.

No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in [§ 92.252\(e\)](#) or [§ 92.254\(a\)\(4\)](#). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

Exceptions. Upon written request of a housing owner or developer, the participating jurisdiction may grant an exception to the provisions on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant an exception, the consortium will use the factors outlined in 24 CFR part 92.356(f).

Property Management Policies

The developer must use fair marketing practices when leasing HOME units. The City will review and approve the developer's marketing policy as part of the application review and underwriting, and will incorporate the policy as part of the funding agreement.

Developers/owners must distribute to residents and homebuyers:

- All applicable HUD or Environmental Protection Agency (EPA) approved pamphlets;
- "Renovate Right" Brochure (prior to any repairs that may disturb lead-based paint in home built prior to 1978). <http://epa.gov/lead/pubs/renovaterightbrochure.pdf>.
- "Protect Your Family from Lead in Your Home"
- "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" signed by renters prior to their becoming obligated under a rental contract
- The City of Auburn requires that developers/owners obtain evidence of tenant receipt of any pamphlet distributed. Owners may create their own receipt of disclosure.
- All HOME projects shall be in compliance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.
- The owner cannot refuse to lease HOME-assisted units to persons with a voucher for Section 8 Tenant-Based Assistance.
- The Developer must submit rents each year for HOME assisted units (during the period of affordability) for review and approval. Undue rent increases from year to year are prohibited.
- To ensure compliance with the affordability period, owners must establish systems to re-certify tenant income on an annual basis. Recertification documents will be monitored by the city.
- Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
- Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.
- The lease between the tenant and the owner must be at least one year (12 months). Termination of the lease requires a 30 day notice of refusal to renew or termination of tenancy.

- Every unit assisted with HOME funds is subject to annually updated rent limits. If the assisted unit has multiple subsidies, e.g. HOME and LIHTC the **more restrictive guidelines must be met** for the rent and income limits.
- The tenant can at no time be charged more than HOME rent limits even in conjunction with another program.
- The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.
- If a project has five or more HOME assisted units, the HOME regulation says that at least 20% of the HOME assisted rental units must be occupied by household at 50% of median income or below, and they must occupy units at or below the Low HOME Rent. (See chart below for rent limits)
- HUD published updated rent limits each year. Rents charged during the affordability period cannot exceed the published rent limits for the current program year, including the utility calculation.
- The Developer must submit rents each year for HOME assisted units (during the period of affordability) for review and approval. Undue rent increases from year to year are prohibited.
- The rent limit includes both rent and a utility allowance.
- For LIHTC projects, tax credit utility allowances are permitted. Again, the more restrictive rent limit applies.
- Add together the applicable allowances by unit size (number of bedrooms) and the utilities offered onsite.
- Utility schedules for projects not governed by LIHTC or Public Housing utility schedules are calculated by the City using HUD-accepted methodology for the applicable project. Please contact the City to determine an appropriate Utility Allowance on your project.

Deadlines for Completion and Rent-Up

Within **4 years of contract execution** rental projects must be complete, meaning 100% of HOME funds has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD (completion may occur after construction is completed, but before occupancy as long as beneficiary data is provided when the units are occupied).

The HOME-assisted units in a rental housing project must be occupied by households that are eligible as low-income families and must meet the requirements of this section to qualify as affordable housing. If eligible tenants do not occupy the housing within **six months** following the date of project completion, the Developer must submit marketing information and, if appropriate, amend its required marketing plan.

HOME funds invested in any housing unit that has not been rented to eligible tenants **18 months after the date of project completion** shall be **repaid** to the Consortium Member and/or HUD. The affordability requirements also apply to the HOME-assisted non-owner-occupied units in single-family housing purchased with HOME funds in accordance with § 92.254. All tenants must have a written lease that complies with § 92.253.

Developer Technical/Professional Capacity

In evaluating the capacity of the developer, the Consortium will use the term more loosely to refer collectively to the underlying corporate entities and individuals that will own and control the single-purpose entity (excluding the investor member/limited partner), if applicable. Additionally, and as necessary, the Consortium will require various guarantees and indemnities from all of the underlying corporate and/or individual owners of the various limited partnership or limited liability corporation entities involved in the ownership and development of the project.

Developers should demonstrate:

- The corporate or organizational experience of the development entity;
- The experience of the staff assigned to the project and overall quality of the development team; and
- The prior experience of the individuals compared to their roles in the proposed project.

For rental projects, a developer/owner needs specific skills and capacity including property management, asset management, service provision (as applicable), and special financing skills.

For homebuyer projects, the development team must demonstrate its capacity to market and sell the units. This may involve the addition of a realty professional to the team, or evidence that in-house staff have the capability to oversee the advertising, unit showing, intake, and processing of potential buyers. For CHDO projects, the Responsible Entity must certify that the CHDO has paid staff with experience relevant to the proposed project and role of the CHDO.

The Consortium requires applicants to provide lists of real estate owned (including partnership/membership interests) by the developer as well as all projects underway. The Consortium may review the performance of those projects, including financial factors like net occupancy, actual DCR, cash flow received, outstanding loan balances, net equity of individual projects, and the developer's overall portfolio.

Applicants may also be required to provide descriptions of the role played by specific staff members relative to the proposed project along with resumes or other similar information demonstrating experience appropriate to the assigned staff member's role.

Financial Capacity

Developers must also demonstrate the financial capacity to support the proposed project both during construction and lease-up as well as during ongoing operations. This includes not just that the applicant has sufficient financial resources, but that it has adequate financial systems in place to appropriately manage project funding, accurately account for all project costs, and provide reliable reporting to the Consortium and other project funders.

At minimum, and as applicable, the Consortium will review audited financial statements, contingent liabilities, interim financial statements, and individual personal financial statements to ensure that:

- The primary development entity's most recent audit demonstrates compliance with Generally Accepted Accounting Principles (GAAP) and does not express material weaknesses in the entity's system of internal controls or financial management systems; and
- Financial ratios and trending are acceptable.

Development Team

The Consortium will also review the capacity of the development team including, but not limited to, the general contractor, architect, engineer, market analyst, management company, accountant, attorney, and any other specialized professionals or consultants, as applicable.

As a whole, the development team should have the skills and expertise necessary to successfully complete and operate the development. Inasmuch as possible, on balance the development team should have worked successfully on other projects in the past. That is, while a developer may identify new development team members from project to project, an entirely new team may present added risk.

In no case, may any owner/developer/applicant or any member of the development team be a suspended, debarred, or otherwise excluded party.

Identity of Interest Relationships & Costs

Applicants must disclose all identity of interest relationships/contracts and/or costs involved in a transaction, including during the development period and following completion of the project. The Consortium reserves the right to review any such costs further to ensure they are reasonable and consistent with the costs expected from arms-length relationships.

An Identity of Interest (whether or not such term is capitalized) is any relationship based on family ties or financial interests between or among two or more entities involved in a project-related transaction which reasonably could give rise to a presumption that the entities may not operate at arms-length. The Consortium will take a broad approach to defining identities of interest and expects all applicants to err on the side of disclosure. That is, if there is any question about whether

an identity of interest may exist, the relationship should be disclosed and explained to the Consortium.

Beyond this general definition, an identity of interest relationship will be deemed to exist if:

1. An entity, or any owner of any direct or indirect ownership interest in such entity, or any family member of any such owner is also an owner, through a direct or indirect ownership interest, or an officer, director, stockholder, partner, trustee, manager, or member of the counterparty; or
2. Any officer, director, stockholder, partner, trustee, manager, member, principal staff, contract employee or consultant of an entity, or any family member of thereof, is an owner, through any direct or indirect ownership interest, or an officer, director, stockholder, partner, trustee, manager, or member of the counterparty.

For purposes of this definition, family member means the spouse, parents or stepparents, children or stepchildren, grandparents or step-grandparents, grandchildren or step-grandchildren, aunts, uncles, parents-in-law, and siblings-in-law (or their children or stepchildren). It also includes any other similar relationship established by operation of law, including but limited not to guardianship, adoption, foster parents, domestic partnerships, and the like.

Financial Analysis

As noted in the introduction, the Consortium views underwriting as more than just the financial review of a project. However, a review of the underlying financial assumptions is still a critical and core part of underwriting. In reviewing projects and as a public funder, the Consortium must balance two potentially competing perspectives.

Projects must be viable; that is, they must have sufficient allowances for all costs to maximize the chances the project can meet or exceed its financial projections and thereby succeed in the marketplace. In other words, the project must represent a safe investment. However, taken to an extreme, a safe or overly conservative projection can also result in a project that is over-subsidized and risks providing excessive returns to the owner/developer.

As a steward of very limited Federal Assistance for affordable housing, the Consortium also must ensure that costs are reasonable, they represent a “good deal” to the public, and that returns to the owner/developer are fair but not excessive. In seeking to balance these perspectives, the Consortium has established the following review factors and principals.

Subsidy Layering guidelines require the following:

- (1) An examination of the sources and uses of funds for the project and a determination that the costs are reasonable; and

(2) An assessment, at minimum, of the current market demand in the neighborhood in which the project will be located, the experience of the developer, the financial capacity of the developer, and firm written financial commitments for the project.

The amount of each request should be limited to the least amount of public funds necessary to make the project feasible, should be restricted to eligible costs directly related to the housing development project, and must comply with cost and underwriting standards currently accepted as industry standards by all other lenders involved in the project.

Cost Allocation

Cost allocation is required in any HOME rental or homebuyer project where fewer than 100% of units are HOME-assisted (e.g., a mixed-income project); and/or in which less than 100% of the space is residential (e.g., a mixed-use project). In addition, cost allocation is required for a 2–4-unit property in which one of the units is occupied by the owner and fewer than 100% of the units will be HOME-assisted.

Cost allocation is not required for single unit properties, or in cases where a multi-unit project is exclusively residential and 100% of units will be HOME-assisted. However, in all HOME projects, the City must ensure that the amount of HOME funds invested does not exceed the lesser of the total HOME eligible costs per unit and the maximum per-unit HOME subsidy.

RELATIONSHIP OF COST ALLOCATION TO UNDERWRITING

The HOME regulations at §92.250(b) require a PJ to develop and use underwriting and subsidy layering guidelines to evaluate a project to ensure that the HOME investment does not exceed the amount that is necessary to provide quality affordable housing that will be financially viable for the period of affordability required at §92.252 or §92.254. Cost allocation and project underwriting are interrelated and iterative processes. Cost allocation affects project underwriting by dictating either the maximum amount of HOME investment a PJ may provide, or the minimum required number of units that must be designated as HOME-assisted. Prudent underwriting identifies either the funding gap or a sustainable number of HOME-assisted units. In practice, the HOME investment tends to be determined in three phases:

Preliminary underwriting: The City will follow its written underwriting and subsidy layering guidelines to review the project budget for reasonable and necessary development costs; to analyze the initial funding gap (i.e. the need for HOME funds) and projected return to the developer; and to ensure that the proposed mix of HOME-assisted units, other assisted units (e.g., LIHTC, project based rental assistance, etc.), and/or unassisted units allows for project viability throughout the period of affordability.

Cost allocation: Next, if fewer than 100% of the units will be HOME-assisted or the project is a mixed-use property that includes commercial space, the City must perform cost allocation to determine the minimum number of HOME-assisted units required for the project based on the requested amount of HOME investment. Alternatively, the City may use a proposed number of HOME-assisted units to determine the cost of HOME units and the maximum permissible amount of HOME investment for the project. In performing a cost allocation, the City will follow CPD Notice 16-15, Allocating Eligible Costs and Identifying HOME-Assisted Units in Multi-Unit HOME Rental and Homeownership Development Projects and utilize the HOME cost allocation tool.

Final underwriting: If, through cost allocation, the City determines that either the project has too few HOME-assisted units or the HOME investment exceeds the allowed maximum subsidy limit, project underwriting must be adjusted to comply with the HOME requirements. The City may increase the number of HOME-assisted units in the project's pro forma to determine whether projected income can support the project throughout the period of affordability. If the required number of HOME-assisted units jeopardizes the project's financial viability, the PJ must decrease the HOME investment. Decreasing the HOME investment will inevitably result in a funding gap that must be filled with other funding sources or changes to the project budget.

If changes made to project underwriting increase the HOME investment or decrease the number of HOME-assisted units after cost allocation is completed, the PJ must update the cost allocation. Final project underwriting, supported by accurate cost allocation, must be completed before committing HOME funds.

Rental Project Fiscal Requirements

- The owner may be requested to submit annual performance reports for review (in a similar format to the pro-forma) as part of ongoing monitoring of rental projects. If problems are identified, the City may offer technical assistance and/or request additional documentation and corrective actions.
- For rental projects with 10 or more units financial statements prepared by an independent CPA (in the form of either a formal annual audit or CPA-compiled review) must be annually submitted for review.
- All costs must be in direct relation to the City's HOME assisted unit and supporting documentation of all expenditures is required for all costs being paid for with HOME funding. *Requisitions will not be processed without adequate supporting documentation.*
- With the exception of acquisition and financing costs, HOME funds are available as reimbursement for eligible expenses.
- Related soft costs must be necessary for the development of the City HOME units, and documentation must be provided for any cost reimbursement.

- Costs requisitioned must be pre-approved and align with the Budget included as an Appendix to the City HOME Agreement. Any budget changes and change orders must be pre-approved by the City before any reimbursement is requested.
- Funding will be limited to the amount necessary to facilitate completion of the project and will not exceed a proportionate share of costs on a project with floating units.
- An agreement will be signed between the City and the recipient, which will satisfy Federal requirements and establishes the terms under which the funding is being provided. Funds will not be released until a funding agreement is executed and all applicable regulations have been met (i.e., environmental).
- All Agreements will be accompanied by a purchase order.
- The City will determine the number of HOME units based on the funding award. The City will allow the developer to determine if the assisted units are “**fixed**” or “**floating**”; however, this must be determined prior to underwriting and contracting.
- A “**fixed**” unit is when the owner applies funding requirements to specific units throughout the affordability period.
- A “**floating**” unit is when the units designated as HOME assisted may change over the term of affordability, as long as the number of HOME assisted units in the project remains constant.
- Whatever decision the developer makes, there always has to be the required amount of designated HOME units in the projects.
- If floating, the developer will be required to track which units are HOME-designated and provide them to the City no less than annually as part of ongoing project monitoring.

Property Standards

- All properties constructed or rehabilitated with City HOME funds will meet minimum local codes and standards once construction is completed and occupied.
- All projects will be designed and constructed in compliance with the City’s Building Code and Quality standards described in this document. Construction Standards will include disaster mitigation requirements and broadband requirements for new construction or substantial rehab of a building with more than 4 units.
- For acquisition only projects the Consortium member will determine that existing rental housing newly constructed or rehabilitated within 12 months of the date of commitment, met the applicable property standards of 24 CFR 92.251(a) or (b) by reviewing the approved building plans and certificate of occupancy, and inspecting the project no earlier than 90 days before the commitment of HOME funds for acquisition.
- Existing rental housing that was not newly constructed or rehabilitated within the past 12 months met the rehabilitation standards of 24 CFR 92.251(b) by inspecting the property no earlier than 90 days before the commitment of HOME funds.

- Note: if the property did not meet the standards in 24 CFR 92.251(b), the property cannot be acquired with HOME funds unless it is rehabilitated to meet the property standards
- Monitoring visits will be conducted by the City to ensure property and construction standards are being met in accordance with the following schedule:
 - Before construction to identify the deficiencies that must be addressed
 - During construction and prior to reimbursement to determine that work was completed in accordance with the work write up and construction contract.
 - At project completion, to ensure the work meets the Consortium standards.
 - Within 12 months of project completion
 - Every three years thereafter during the period of affordability.
- All HOME assisted units must remain free of property maintenance and sanitary code deficiencies, and routine inspections are expected to be performed by the owner (until the affordability period ends).
- In addition to the annual inspections performed by the owner, the City will perform a code Inspection upon completion of the project, within 12 months of completion, and every three years thereafter (until the affordability period ends).
- Property inspections may be done as samples, as described below:

Units	Inspection Sample Size
1-4 HOME Assisted Units	100% of HOME Units must be inspected.
5+ HOME Assisted Units	51% of HOME Units or 4 Units (whichever is greater).

The City may also approve a different statistically valid sample size upon written request.

- Accessibility. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601–3619).
- All new construction housing developments with 5 or more units must design and construct 5 percent of the dwelling units, or at least one unit, whichever is greater, to be accessible for persons with mobility disabilities. These units must be constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) or a standard that is equivalent or stricter.

- All renovations of existing structures with 15 or more units (where the cost of the alterations is 75 percent or more of the replacement cost of the completed facility) must have 5 percent of the dwelling units to be accessible for persons with mobility disabilities. These units must be constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) or a standard that is equivalent or stricter.
- Regardless of project size, all multifamily housing projects shall, to the maximum extent feasible, be made to be readily accessible to and usable by individuals with handicaps.
- In projects with less than 15 units, HOME recipients are not required to take any action that would result in a fundamental alteration in the nature of its program or activity or in undue financial and administrative burdens.
- Construction progress inspections. The City shall conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents. The consortium member shall ensure the construction contract(s) and documents adequately describe the work to be performed so that inspections can be conducted.
- Requisitions for payment will be processed after the City has conducted an inspection to ensure work invoiced is in-place.

Development Costs

In general, the Consortium will review the entire project budget to confirm all costs are reasonable and the budget is sufficient to complete and sustain the project. All line items, whether or not paid directly with Federal Assistance, must be necessary and reasonable.

The Consortium will consider the cost of both specific line items as well as the total development cost on a per unit and per square foot basis, comparing costs to other projects from the Consortium's portfolio.

HOME funds may only be used to pay for eligible project costs listed under 24 CFR 92.206. Home funds may not be used for public housing units as described in 24 CFR 92.213 or for prohibited activities and fees listed under 24 CFR 92.214.

The Consortium does not allow the refinancing of existing debt secured by the housing project.

Selected Development Cost Items

Acquisition – Acquisition costs must be supported by an independent third-party appraisal¹ prepared by a state-licensed appraiser. The purchase price must be at or below the as-is market value of the property. In the event an applicant has previously purchased land prior to submitting an application to the Consortium, the project budget may only reflect the lesser of the actual purchase price or the current as-is market value. Standard closing costs from the acquisition may be included; acquisition reimbursement is governed by Federal Assistance regulations.

Applicants who purchased property prior to submitting an application to the Consortium, or following environmental releases under NEPA but prior to closing, may not charge or include financing costs associated with interim financing, whether from third-party or related lenders.

Collateral Evaluation – For all projects, whether new construction or rehabilitation, the loan to cost and loan to value ratios must be appropriate and acceptable to the Consortium.

Consortium Soft Costs – The development budget for each project must include an allowance for the Consortium's internal project-related soft costs as specified in periodic RFPs issued by the Consortium. Similar to lender due diligence or lender legal costs, the inclusion of soft costs allows the Consortium to recoup its staff and overhead costs directly related to carrying out the project as permitted by 24 CFR 92.206(d)(6) and 24 CFR 93.201(d)(6). These costs will be included in the Federal Assistance and will be drawn directly from HUD by the Consortium rather than via payment requests from the project owner.

Construction Costs – The Consortium member will review and approve written cost estimates for construction or rehabilitation to ensure costs are reasonable.

Construction Interest – Any budgeted line item for construction interest must be supported by developer prepared cash flow projections, modeling the actual expenditure of development costs and the anticipated pay-in of equity, Federal Assistance, and other construction period sources. For projection purposes, only interest from the date of initial closing through the end of the month in which the building(s) are placed in service (i.e., approved for occupancy) may be included as construction interest. Additional interest following that date and prior to the conversion to (or closing on) permanent debt must be separately itemized and modeled. In most cases, this should be included in the lease up reserve noted in the Reserves Section.

- **Contractor Profit:** 6% of net construction costs
- **General Requirements/General Conditions:** 6% of net construction costs. General requirements include on-site supervision, temporary or construction signs, field office expenses, temporary sheds and toilets, temporary utilities, equipment rental, clean-up costs, rubbish removal, watchmen's wages, material inspection and tests, all of the builder's insurance (except builder's risk), temporary walkways, temporary fences, and other similar expenses.
- **Contractor Overhead:** 2% of net construction costs.

With prior approval of the Consortium, contractor fees may vary from the limits above provided the gross contractor fees do not exceed 14% of net construction costs.

Contingencies – Applicants should include a contingency (inclusive of hard and soft costs) related to the amount of risk involved with the project. The contingency will be measured as a percentage of hard costs (including the construction contract plus any separate contracts for off-site work but excluding contractor fees).

- New construction projects should include a contingency of 5% to 10% of hard costs;
- Acquisition/rehabilitation projects, including adaptive reuse projects, should include a contingency of up to 10% of hard costs; the Consortium may consider a higher contingency based on the size and complexity of the rehabilitation or adaptive reuse.

The Consortium may consider higher contingencies based on identified risk factors such as the known need for environmental remediation or poor subsurface soils.

The Consortium does not permit a contingency to be included within a property’s construction estimate or construction contract, unless such contingency is required in writing by HUD, another governmental agency, or an independent third party.

Developer Fees – Developer fees are intended to compensate a developer for the time and effort of assembling a project, overseeing the development team, and carrying a project to fruition. Developer fees are also intended to compensate for the risk inherent in the development process, including that not every potential project proves viable and that developers must necessarily advance funds for their own operating costs and various third-party predevelopment costs prior to closing (or in some cases for projects that never proceed).

For projects requesting Federal Assistance and no LIHTC:

Developer’s fees for properties that have not been occupied as residential rental housing at any time during the year preceding the date of the option, purchase contract, or deed for the subject property, which is furnished with the initial application with respect to site control.

Identity of Interest Does Not Exist	Identity of Interest Does Exist
<p><i>The Developer’s Fee included in Property Costs and Adjusted Basis must be less than or equal to:</i></p> <p>18% of Adjusted Basis*</p>	<p><i>The Developer’s Fee included in Property Costs and Adjusted Basis must be less than or equal to the lesser of:</i></p> <p>18% of Adjusted Basis*;</p> <p>and</p> <p>(22% of Adjusted Basis*) minus Builder’s Profit</p>

Developer's fees for properties that have been occupied as residential rental housing at any time during the year preceding the date of the option, purchase contract, or deed for the subject property, which is furnished with the initial application with respect to site control.

Identity of Interest Does Not Exist	Identity of Interest Does Exist
Acquisition	Acquisition
<i>The Developer's Fee included in Property Costs and Adjusted Basis must be less than or equal to:</i> 10% of Acquisition Adjusted Basis*	<i>The Developer's Fee included in Property Costs and Adjusted Basis must be less than or equal to:</i> 10% of Acquisition Adjusted Basis*
Substantial Rehabilitation	Substantial Rehabilitation
<i>The Developer's Fee included in Property Costs and Adjusted Basis must be less than or equal to:</i> 15% of Substantial Rehabilitation Adjusted Basis*	<i>The Developer's Fee included in Property Costs and Adjusted Basis must be less than or equal to the lesser of:</i> 15% of Substantial Rehabilitation Adjusted Basis*; and (18% of Substantial Rehabilitation Adjusted Basis*) minus Builder's Profit

* Adjusted Basis, which by definition, excludes land and any other costs which are not capitalized and depreciated, and which, for the purposes of the Developer's Fee formulas provided above also excludes property costs in excess of the Fund property cost limits, and the Developer's Fee itself. The maximum Developer's Fee is further limited to the amount of Developer's Fee that is actually paid, or otherwise earned or recognized as income, from one unrelated individual, entity, or both to another individual, entity, or both as compensation for the work, costs and risks associated with the development of a property.

The equations used to determine the maximum amount of Developer's Fee apply to the total of the amounts listed in the application for Developer's Fee, and to any separately listed Consultant's Fees or other costs relating to the development work and costs associated with the development of a property.

Additional Developer Fee information:

- “Double dipping” the Developer’s Fee is not permitted. For projects requesting multiple sources from the Consortium (e.g., LIHTC and Federal Assistance), the combined Developer Fee must be within the developer fee schedule, as noted herein.
- The developer fee schedule, as noted herein, provides a calculation for the maximum allowable developer fee. The maximum allowable developer is not a guaranteed amount. During underwriting, the Consortium will determine an appropriate and acceptable developer fee.

Reserves – Capitalized reserves to facilitate the initial start-up and to protect the ongoing viability of the project will include the following:

- **Deficit Reserve:** The Consortium anticipates that in most cases, developments with predicted deficits during the affordability period would not be funded. However, in the event a development’s long-term operating proforma projects actual cash deficits during the affordability period, an operating deficit reserve must be included in the development budget in an amount sufficient, taking into account any interest on reserve balances, to fully fund all predicted deficits through the affordability period.
- **Lease-Up Reserve:** A lease-up reserve intended to cover initial operating deficits following the completion of construction but prior to breakeven operations may be included. Any such reserve must be based on lease-up projections/cash-flow modeling and the lease-up (or absorption) period identified in the project’s market study. In evaluating the appropriateness of any lease-up reserve, the Consortium will consider whether the development budget includes specific line items for other start-up expenses that otherwise are typically part of the ongoing operating budget for a development. This may include budgets for marketing, working capital, etc.
- **Operating Reserve:** If required by the Consortium, an operating reserve in an amount acceptable to the Consortium, anticipated to be six (6) months of underwritten operating expenses, reserve deposits, and amortizing debt service, must be included in the development budget. The operating reserve is intended as an unexpected rainy day fund and will only be accessible after a project has achieved stabilized occupancy.
- **Replacement Reserve:** A capitalized replacement reserve may be included in the development budget. The capitalized replacement reserve should be funded at (i) an amount that realistically covers the cost of replacing covered items; and (ii) for rehabilitation projects, the amount determined by a capital needs assessment approved by the Consortium. An expensed replacement reserve, as outlined in the Operating Costs section, must be included in the development budget.

- **Preservation Reserve:** Following the completion of construction, at a minimum and if required by the Consortium, project owner shall make annual deposits and/or annual contributions of 50% of surplus cash to a preservation reserve.
- **Other:** The Consortium may consider other specialized reserves as appropriate based on unique features of the project and/or requirements of other funding sources. These may include special security reserves, supportive service reserves, or transition reserves for projects with expiring project based rental assistance contracts, etc.

Operating Revenues

The Consortium will review an applicant's projection of operating revenues to ensure they are reasonable and achievable both initially and throughout the affordability period. In evaluating operating revenues, the Consortium will take into account the (i) project-specific market study; (ii) actual operating performance from other comparable projects including those from the applicant's existing portfolio of real-estate owned; and/or (iii) data available from comparable projects in the Consortium's portfolio.

For purposes of the long-term operating proforma, operating revenue projections cannot be increased by more than 2% per year. The Consortium reserves the right to stress proposals for underwriting purposes to assess the impact of lower inflationary increases, such as modeling the impact of only 1% rent increases for the first three to five years of a project's affordability period.

Rents

All rents should be supported by the market study and within regulatory limits.

Non-Rental Revenue

Non-rental revenue must be fully explained and conservatively estimated. In general, no more than \$60 per-unit, per-year may be budgeted in "other revenue" including that from tenant fees (such as fees for late payment of rent, nonsufficient funds, laundromat fees, pet fees, interest on operating account balances, etc.). Exceptions may be considered by the Consortium based on the operating history of an acquisition/rehabilitation project, normalized operations, or other comparable properties in the same market area.

Vacancy

Total economic vacancy includes physical vacancy (a unit is unrented), bad debt (a unit is occupied but the tenant is not paying rent), concessions (a unit has been leased for less than the budgeted rent), and loss to lease (a pre-existing lease is less than the most recently approved annual rent but will be adjusted upward at renewal).

In all cases, based on the market study or other data available to the Consortium, the Consortium reserves the right to require higher vacancy projections. This may include higher vacancy rates for small developments (e.g., less than 20 units) where standard percentage assumptions about vacancy may not be appropriate. Minimum allowances for vacancy must include:

- 5% for projects where all units are supported by a project-based rental assistance contract with a term equal to or in excess of the affordability period (e.g., project-based Section 8); or
- 7% for all other projects.

Operating Costs

The Consortium will review an applicant's projection of operating expenses to ensure they are reasonable and adequate to sustain ongoing operations of the project throughout the affordability period. In evaluating a proposed operating budget, the Consortium will compare the project's costs to (i) actual operating expenses of comparable projects in the applicant's existing portfolio of real-estate owned (insomuch as possible, comparable projects will be in the same vicinity and operated by the same management company); and/or (ii) actual operating expenses of other comparable projects in the Consortium's portfolio.

For purposes of the long-term operating proforma, operating expenses, including reserve deposits, will generally be inflated at no less than 3% per year. The Consortium reserves the right to stress proposals for underwriting purposes to assess the impact of higher operating cost factors, such as modeling the impact of higher inflation rates in general for specific items of cost (for example, assessing the impact of high rates of increase for insurance or development paid utility costs).

Selected Items of Operating Cost

Consortium Federal Assistance Monitoring Fee – Pursuant to 24 CFR §92.214(b)(1)(i) and §93.204(b)(1), the Consortium assesses an annual Federal Assistance Monitoring fee. The operating budget for each project must include an allowance for the Consortium's Federal Assistance Monitoring Fee as specified in periodic RFPs issued by the Consortium.

Property Management Fees – A realistic property management fee should be included. In the event an excessive management fee is proposed, the Consortium will lower it.

Property Taxes – Applicants must provide detailed explanations of property tax projections and, as applicable, provide documentation that any anticipated partial or full exemptions or payments in lieu of taxes (PILOT) have been approved by the appropriate tax assessor. The Consortium, at its option, may require confirmation from the tax assessor of the applicant's projection.

Replacement Reserve Deposits – Unless otherwise approved by the Consortium, the operating budget must include minimum replacement reserve deposits of:

- New Construction: \$350 per-unit, per-year
- Rehabilitation: The greater of (i) \$350 per-unit, per-year; or (ii) a higher amount established by a CNA approved by the Consortium.

Note: The Consortium will reserve the right within a project's transactional documents to require periodic CNAs for all projects and to adjust ongoing replacement reserve deposits based on the results of the CNA and other factors to ensure that the replacement reserve is sufficient to address all anticipated needs for the project's affordability period or the term of the Consortium's loan, whichever is longer.

Items Payable only from Surplus Cash

Certain costs, sometimes identified by project owners as operating costs cannot be included in the operating budget and will only be payable from surplus cash (aka cash flow). These include:

- **Incentive Management Fees** payable in addition to the allowable management fees noted above, whether paid to a related party or independent third-party management fees.
- **Asset Management Fees** payable to any investor, general or limited partner, or member of the ownership entity.
- **Deferred Developer Fees** are the money earned by the developer for managing the development process for another principal owner.
- **Operating Deficit Loan Payments** made to any related party including any investor, general or limited partner, or members of the ownership entity.
- **Other payments** to investors, general or limited partners, or members of the ownership entity, however characterized, including but not limited to negative adjustors, yield maintenance fees, etc.

Ongoing Economic Viability

The Consortium will review the ongoing economic viability of all projects, taking into account long-term projections of revenues and expenses. Projects must demonstrate they can be expected to remain viable for at least the affordability period, taking into account trending assumptions noted above, as well as any other changes in operating revenues or expenses that can reasonably be anticipated based on other information available to the Consortium or other project funders. In particular, the Consortium will review the debt coverage ratio and operating margin as outlined below.

Examination of the development budget, commonly referred to as the "Sources and Uses" statement is required. The Sources and Uses of Funds statement must list:

- All Sources (both private and public) of funds with dollar amount(s) and timing of availability for each source, and
- All Uses of funds (for example acquisition costs, site preparation and infrastructure costs, rehabilitation/or construction costs, financing costs, professional fees, developer fees and other soft costs) associated with the project.

Both the definition of commitment in §92.2 and the project evaluation requirements in §92.250 require a determination that financing sources are in place before the consortium can commit HOME funds to a project. Consequently, the following for all project sources is required:

- Firm commitment letters with all terms and conditions for all mortgages, grants, bridge (interim) loans and investment tax credits (historical, low-income, if applicable);
- If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the cash contributions by the partner(s) or member(s); and
- If equity is committed by the developer or owner(s), evidence of available equity funds.

As part of the project sources review, the subsidy layering analysis requires that the total amount of HOME assistance is reasonable and necessary. The questions to be assessed when evaluating sources include:

- *Are total funding sources adequate and timely in their availability to cover development costs at all phases of the development – acquisition, construction/rehabilitation, and permanent loan?* The availability of sources should match the project’s timeline and allow the processing time for allocation requests prior to disbursement of HOME funds.
- *Are the other funding sources compatible with HOME, or do they contain different requirements that affect the structure of the project, including unit mix, and are these differences accommodated in the project plan?* The availability of sources should match the project’s timeline and allow the PJ to anticipate when and for which items it will disburse HOME funds.
- *Are the funding sources firmly committed?* Assessment of all firm written financial commitments to ensure that they are in fact firm commitments that are consistent with the underwriting of the project. Firm commitments must be non-speculative sources identified and secured in the amount necessary to complete the project. It is not necessary that financing sources have “closed” or been disbursed. Documentation of firm financing can include award letters, offer letters, final term sheets, or other commitments which are conditioned upon the receipt of HOME funds. These may not include automatic self-expiring clauses or highly conditioned language and must have all substantial terms tied to a specific project.

In the case of projects with LIHTC, the project must have received a reservation from the Housing Credit Allocator (e.g., State Housing Finance Agency) and be able to provide a good faith offer of equity investment from an investor prior to the issuance of a HOME commitment.

Debt Coverage Ratio

Projects must demonstrate a positive debt coverage ratio (DCR) (DCR is Net Operating Income divided by amortizing debt service) through the affordability period.

Operating Margin

In addition to considering the DCR, the Consortium will review the operating margin (surplus cash divided by total operating expenses and amortizing debt service). The operating margin must remain at an achievable and realistic amount.

Other Funding Sources

Prior to committing Federal Assistance, all other funding sources necessary for a project must be identified, committed in writing, and consistent with both the Consortium's underwriting requirements and the affordability restrictions of the Federal Assistance. In general, developers must make all reasonable efforts to maximize the availability of other funding sources, including conventional mortgage debt and tax credit equity (as applicable), within commercially available and reasonable terms.

Additionally, restrictions or limitations imposed by other funding sources cannot (i) conflict with any applicable Federal Assistance requirements; and (ii) at the discretion of the Consortium, create undue risk to the Consortium.

Senior Mortgage Debt

Any amortizing mortgage debt that will be senior to the Consortium's Federal Assistance loan must:

- Provide fixed-rate financing;
- Unless otherwise approved by the Consortium, have a term equal to or in excess of the Federal Assistance affordability period. The affordability period will generally be 15 years beyond the date of project completion for HOME rehabilitation projects, 20 years for HOME new construction projects, and 30 years for all HTF projects. In practice, the date of project completion will not be the same as placed in service date for tax purposes, but for most projects will occur prior to permanent loan conversion following property stabilization. Insomuch as possible, the first mortgage should have the longest amortization period available but cannot balloon prior to the expiration of the affordability period; and
- As applicable, allow the Consortium's Federal Assistance covenant running with the land (i.e., the deed restrictions imposing the Federal Assistance affordability requirements) to be recorded senior to all other financing documents such that the Federal Assistance covenant is not extinguished in the case of foreclosure by a senior lender. Note the Consortium's Federal Assistance lien itself may be junior to USDA RD or HUD amortizing loans; only the deed restrictions must be senior, as applicable.

Tax Credit Equity

Projections of tax credit equity must be documented by letters of intent or other similar offers to participate in the transaction by the proposed tax credit investor. Prior to committing Federal

Assistance, the applicant must provide the proposed limited partnership agreement or operating agreement, as applicable, documenting the terms of the equity investment, including the pay-in schedule.

The Consortium will review proposed equity pricing and pay-in schedule against information from other projects in the region to assess whether the pricing and terms are reasonable.

Deferred Developer Fee

It is common for projects to include deferred developer fees as a financing source. The Consortium will generally require that:

- Projections of surplus cash available (after any cash-flow contingent payment due the Consortium) be sufficient to repay the deferred fee within 15 years (notwithstanding other waterfall provisions in the partnership or operating agreement, the Consortium will assume that all surplus cash distributions will be credited against the developer fee);
- Following the initial application to the Consortium, the level of deferred developer fee will remain fixed (in nominal dollar terms) in the event Consortium underwriting identifies cost reductions, increases in other funding sources, or other changes that result in a net reduction of the gap to be filled with Federal Assistance; and
- Any net savings (or increased funding sources including but not limited to upward adjusters for tax credit equity) at project completion and cost certification will be used in equal parts to reduce the deferred developer fee and the Consortium's permanent Federal Assistance loan. In the event savings are sufficient to eliminate the deferred fee in this manner, any remaining net savings will be used to further reduce the Consortium's Federal Assistance loan, or in the sole discretion of the Consortium, to increase the operating reserve or preservation reserve.

Exceptions and Interpretation

The Consortium has developed these guidelines for several reasons. Not only are they required by HUD as part of the Consortium's role in awarding Federal Assistance, but more generally they are intended to provide clarity to applicants on what the Consortium expects and transparency about the rules of the road. However, the Consortium recognizes that it cannot pre-emptively identify every possible special circumstance that may warrant an exception to its general requirements, nor can it identify every possible loophole whereby a creative presentation of costs or other projections might subvert the general need to balancing of viability and reasonable returns risk to the Consortium and public benefit.

Consequently, the Consortium reserves the right to waive specific underwriting criteria for specific projects when, in its judgment, the purposes of the Federal Assistance can be better achieved without taking on undue risk. When waiving any given requirement, the Consortium may impose

additional special conditions or business terms that are not otherwise typically applied to all projects.

For administrative ease, the Consortium may also align its underwriting standards with those required by other public funders involved in a given transaction, particularly if those standards are more restrictive or conservative than the Consortium's. However, the Consortium retains the right, in its sole discretion, to decide whether to accept alternative standards.

The Consortium also reserves the right to reject any element of a transaction that, despite not being specifically prohibited, was not anticipated by these guidelines or such an element or business term otherwise creates unacceptable risks, excessive returns to the owner/developer, or otherwise undermines the public purposes of the Federal Assistance.

Insomuch as is reasonable, the Consortium will update and clarify these guidelines over time to account for exceptions, waivers, or additional restrictions it imposes.

Written Agreement:

The HOME regulation establishes specific prerequisites that must be met before a PJ can enter into a commitment and the provisions that must be included in the written commitment between the PJ and the developer, owner or sponsor of HOME assisted housing. The Auburn Lewiston Consortium will follow CPD notice 15-9, Requirements for committing HOME funds and complete Appendix A of the notice for each project prior to commitment to ensure compliance with the requirements.

The requirements include:

- The HOME program is associated with one of the Auburn Lewiston Consortium's approved Consolidated Plan/Annual Action Plan projects.
- The ER review requirements have been met.
- There is an identifiable project.
- There is an assessment that identifies market demand for the project.
- There is a detailed project budget and schedule.
- All necessary financing has been secured.
- Subsidy layering and underwriting have been completed.
- Cost allocation is completed where applicable.
- There is an assessment of the developer's financial capacity.
- There is an assessment of the developer's experience.
- There is a completion schedule for the project.
- Construction is expected to start within 12 months.
- **Legally Binding Written Agreement**
 - Identifies all parties to the agreement.

- Provides dated signatures for each party.

For CHDO Set aside projects only:

- The CHDO meets the CHDO qualification requirements at §92.2
- The CHDO has the capacity to undertake this specific local project (relative to their role as owner, developer, sponsor).
- The CHDO meets the definition of owner, developer, sponsor.

A written agreement must be fully executed before IDIS activities are funded (24 CFR 92.508(a)(3)(xiv)) and must include dated signatures. The written agreement, along with any amendments, must be maintained in accordance with records retention policy and HOME regulations. The written agreement must be in effect for the entire affordability period required by the Consortium.

The written agreement shall include, but shall not be limited to:

- Project address or legal description of the property if the street address has not been assigned;
- The amount and use of HOME funds for the project;
- The tasks to be performed by both parties;
- A detailed project schedule, which shall demonstrate that construction must begin within 12 months of written agreement date;
- A complete budget for the project, including sources and uses of funds.
- A provision that all rental records must be retained for a period of five years after project completion (24 CFR 92.508(c)(1)), and the written agreement must be retained for a period of five years after the agreement terminates (24 CFR 92.508(c)(4)).
- A basis for the City to monitor performance in accordance with City policies, procedures, and HOME regulation for the duration of the affordable housing restriction, which must be duly recorded at the registry of deeds. The affordable housing restriction and the agreement must be equal to or greater than the affordability period at 24 CFR 92.504(c)(3)(ix).
- A basis for the City to enforce the affordability restrictions contained within the affordable housing restriction;
- To the extent that a project limits eligibility/gives preference to a particular segment of the population, the policy must be included in the City's Consolidated Plan. (24 CFR 92.504(c)(3)(iii)).
- Where applicable, a provision to ensure that homeless set aside objectives are met, in accordance with 24 CFR 92.253(d)(3). Rental housing developments with ten (10) units or greater must include a minimum set-aside of 10% of the housing units for homeless families and/or individuals.

- A provision that the housing meets property standards, in accordance with 24 CFR 92.251 at the time of completion and throughout the period of affordability. The property shall be monitored for continuing compliance in accordance with the City's HOME Rental Monitoring Policies and Procedures and HOME regulations for the duration of the HOME period of affordability (24 CFR 92.504(c)(3)(iv)).
- Provisions for the initial rent schedule, rent increases, the number of HOME units, the size of each HOME unit, and designations as to whether the HOME units are fixed or floating, as well as the identification of the unit numbers of each HOME-assisted unit at initial occupancy. (24 CFR 92.252).
 - If units are floating, they must remain comparable in terms of size, features, and number of bedrooms throughout the period of affordability.
- Provision to address conflicts of interest (24 CFR 92.2356(f))
- Provision to comply with Davis-Bacon, if the project contains twelve or more HOME-assisted units (24 CFR 92.354).
- *If the project contains 5 or more HOME-assisted units*, provision for the owner or developer's affirmative marketing responsibilities pursuant to [24 CFR 92.351](#)
- Agreement by the owner, developer, or sponsor to meet all federal requirements and nondiscrimination requirements established in [24 CFR 92.350](#)
- If the project involves acquisition, demolition, and/or rehabilitation, and if tenants or owners were required to relocate permanently or temporarily, a provision for the owner or developer to follow the requirements consistent with [24 CFR 92.353](#) and the City's Residential Anti-displacement and Relocation Assistance Plan.
- Remedies for breach of the agreement.
- Provision to ensure that the owner, developer, or sponsor cannot request disbursement of funds under the agreement until funds are needed for payment or eligible costs and such requests are limited to the amount needed.
- If the Consortium member will permit the developer, owner, or sponsor to be reimbursed for costs incurred up to 24 months before the date the HOME funds were committed to the project, a provision to limit reimbursement to architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-up.
- Provision to comply with the Violence Against Women Act (VAWA) (24 CFR 92.359), including notice requirements, obligations under emergency transfer plan, bifurcation of lease requirements for the period of HOME affordability under the affordable housing covenant.
- Provision for the owner to report annually to the City on rent and occupancy of HOME units, substitution of floating units, and financial statements to determine financial condition and continued financial viability of the project (24 CFR 92.504(c)(3)(vi)).
- Provision that the owner may not charge fees that are not customarily charged in rental housing such as laundry room access fees, and other fees, but may charge reasonable

application fees to prospective tenants may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and may charge fees for services such as bus transportation or meals, as long as such services are voluntary.

- Provision to ensure that leases do not contain any prohibited terms (24 CFR 92.253(b)), including the following. Leases are inspected to ensure the prohibited terms are not included at the time of initial occupancy and every six years thereafter; if an owner/property manager does not have an existing lease containing the provisions, DND shall provide them.: Leases must not contain any of the following provisions:
 - Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - Agreement by the tenant to waive any right to a trial by jury;
 - Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
 - Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses;
 - Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- If the Consortium member is providing set-aside funds to a Community Housing Development Organization, a provision that the CHDO must own the property during development and for a period at least equal to the period of affordability.
- If the Consortium member is providing set-aside funds to a Community Housing Development Organization, a provision that the CHDO, or an experienced project manager hired by the CHDO, must oversee all aspects of the development process in accordance with [24 CFR 92.300](#).
- If the CHDO is a “sponsor” and the limited partnership or limited liability company agreement permits removal of the CHDO as general partner or sole managing member of

the organization, a provision that the CHDO may only be removed as general partner or sole managing member for cause and must be replaced with another CHDO in accordance with [24 CFR 92.300\(a\)\(4\)\(i\)](#).

- If the owner, developer or sponsor is a Community Housing Development Organization (CHDO) and is receiving **CHDO operating assistance** in accordance with [24 CFR 92.208](#),
 - A description of allowable operating costs.
 - A provision that the CHDO is expected to receive CHDO set-aside funds for a specific project within 24 months of the date of receiving CHDO operating funds.
 - The terms and conditions upon which the expectation for receiving CHDO set-aside funds is based.
- If the owner, developer or sponsor is a Community Housing Development Organization (CHDO) and is receiving **project-specific technical assistance and site control loans** in accordance with [24 CFR 92.301\(a\)](#):
 - A description of the allowable costs including costs necessary to determine project feasibility; consulting fees; costs of preliminary financial applications; legal, architectural and engineering fees; engagement of a development team; option to acquire property; site control; title clearance.
 - A requirement for repayment unless PJ waives repayment due to impediments to project development that the PJ determines are reasonably beyond the control of the borrower.
- If the owner, developer or sponsor is a Community Housing Development Organization (CHDO) and is receiving **project-specific seed money loans** in accordance with [24 CFR 92.301\(b\)](#):
 - A description of allowable costs including but not limited to costs of obtaining firm construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and legal fees.
 - A requirement for repayment unless PJ waives repayment due to impediments to project development that the PJ determines are reasonably beyond the control of the borrower.

Project Completion

HOME-assisted projects must be completed and occupied within four (4) years of the date of commitment. (24 CFR 92.205(e)(2)). If the project is not completed within four (4) years of the date of commitment, the City must request an extension from HUD with information required by 24 CFR 205(e)(2) (including, but not limited to status of project, steps being taken to overcome any obstacles to completion, proof of adequate funding to complete project, and a schedule with milestones for completion) or repay funds to the City's HOME Investment Trust Fund.

Community Housing Development Organization (CHDO) Costs

A CHDO is defined as a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2.

CHDO's must have paid staff with demonstrated capacity appropriate to the CHDO's role (this requirement cannot be met through volunteer, donated staff, shared staff, or board members).

CHDO status must be recertified regularly. Recertification shall occur no less than annually and will be a required part of any submission if seeking CHDO funds. A certification shall be completed by the City in advance of any commitment of CHDO funds to a project. The City's CHDO Certification Application and internal CHDO Checklist (see Appendix E) shall be used to determine and certify eligible CHDO status. The completed CHDO Application and Checklist shall be stored in the project file.

In an owner or developer role, the CHDO must own the HOME-assisted housing in fee simple absolute or have a long-term ground lease.

Costs may include operating expense and capacity building costs for eligible CHDOs; however, this is a separate application process, the need must be documented, and City approval must occur before these expenses will be permitted.

Operating expenses means reasonable and necessary costs for the operation of the community housing development organization, such costs include:

- Salaries, wages, and other employee compensation and benefits;
- Employee education,
- Training, and travel;
- Rent;
- Utilities;
- Communication costs;
- Taxes; insurance;
- Equipment; &
- Materials and supplies.

Costs **DO NOT** include operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program.

Recordkeeping

The City of Auburn, HUD, the Comptroller General of the United States, or any of their authorized representatives, has the right to access the Project and any books, documents, papers, or other records of a HOME-assisted unit.

Developers/owners shall maintain all books and records pertaining to HOME assisted units with the provisions of 24 CFR §92.508 for a period of not less than five (5) years after the affordability period ends and all matters pertaining to the project (e.g., audit, disputes, or litigation) are resolved under applicable federal or state laws, regulations, or policies.

Developers/Owners shall maintain records for inspection by the City. The developer/owner will make any additional records requested available to the City upon request.

Environmental Review

The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58.

The National Environmental Policy Act (NEPA) and "other federal laws and authorities" require that an environmental review be conducted for all federally assisted actions (except those exempted under 24 CFR Part 58). The reviews should be viewed as a planning tool used by the City and its partners to determine (1) whether its proposed actions will have an impact on the environment, or (2) whether the environment will have an impact on the proposed action.

Completion of the environmental review process is mandatory before taking a physical action on a site or making a commitment or expenditure of HOME or non-federal funds for property acquisition, rehabilitation, conversion, lease, repair or construction activities. ("Non-HUD funds" means any other federal, state, local, private, or other funds.) Completion of the environmental review process includes:

- Completion of the appropriate level of environmental review,
- Publication or posting of required public notices, when applicable,
- Submission of a Request for Release of Funds and Certification (HUD-7015.15) to HUD, when applicable, and
- Approval of the request for release of funds and related certification by HUD, when applicable (HUD form 7015.16 – Authority to Use Grant Funds)..

Further, the City may not commit HOME funds until HUD has approved the Request for Release of Funds and related certification (RROF) unless the activity has been determined exempt in accordance with 24 CFR §58.34 and §58.35(b). The City will take the necessary steps to assure that its partners refrain from undertaking any activities that would have an adverse environmental impact or limit the choice of reasonable alternatives until HUD has issued an approval of the Request for Release of Funds and Certification for the project, where applicable.

As the Responsible Entity and environmental preparer, the City will determine the appropriate level of review, ensure that the review is completed in accordance with the related laws and authorities, and obtain any further clearance that may be required by HUD as the review authority under 24 CFR Part 58. The appropriate level of environmental review depends on the classification of the activity or project. The City is expected to aggregate activities when determining the classification:

- Exempt Activities found at 24 CFR 58.34, and Categorically Excluded Activities Not Subject to 24 CFR 58.35(b), for which the suggested format is provided at: <http://portal.hud.gov/hudportal/documents/huddoc?id=excludednotsubject.doc>

- Categorically Excluded Activities Subject to 58.35(a), for which the suggested format is provided at: <http://portal.hud.gov/hudportal/documents/huddoc?id=exclusionsuggestedformat.doc>
- All other activities not listed in these sections are subject to requirements found at 24 CFR 58.36 for an Environmental Assessment and the suggested Format for an Environmental Assessment (EA) can guide the preparer through the process: <http://portal.hud.gov/hudportal/documents/huddoc?id=nepa.doc>
- In rare instances where the complexity of the project exceeds the scope of an EA, an Environmental Impact Statement may be required according to 24 CFR 58.37.

Any funds committed to a HOME activity or project will be conditional on the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58. No HOME funds will be disbursed without the establishment of an Environmental Review Record in the HUD Environmental Review Online System (HEROS), the appropriate level of Review completed, and receipt of the Authority to Use Grant Funds (AUGF) from HUD (if required). In some instances, architectural, engineering, or related professional services [“pre-development costs” as allowed in 92.206(d) (1)] may be required to prepare plans, drawings, and specifications necessary in order to achieve environmental clearance for the larger development project under 24 CFR Part 58. In such cases, the developer must seek written authorization from the City to incur these pre-development costs, and the City must document that these costs are considered “exempt” under 24 CFR Part 58 in the project’s Environmental Review Record.

Lease Requirements

The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

Prohibited lease terms. The lease may not contain any of the following provisions:

- *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent;
- *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

- *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- Mandatory supportive services other than a tenant in transitional housing.

Davis Bacon Act & Related Acts:

Any contract for the construction of affordable housing with **12 or more units** will require that all laborers and mechanics who are employed to perform work on any project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act.

The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law. Developers of projects where Davis Bacon applies shall contact the Community Development Division prior to bidding to obtain the current, applicable wage rate.

Further, recipients of HOME funds shall:

- Not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
- Not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion.

AFFIRMATIVE MARKETING POLICY

The Affirmative Fair Housing Marketing Plan (AFHMP) is a marketing strategy designed to attract renters and buyers of all majority and minority groups, regardless of sex, handicap, and familial status to assisted rental units and sales of dwellings that are being marketed. The City of Auburn, Community Development Office, and project owners must adopt affirmative marketing procedures and requirements for any housing with five or more Home-assisted units. Affirmative marketing differs from general marketing activities because it specifically targets potential tenants and homebuyers who are least likely to apply for the housing, in order to make them aware of available affordable housing opportunities.

This marketing plan and procedure is a guide to assist the City of Auburn, Community Development Office, and its recipients and subrecipients receiving funds. It summarizes AFHM plans and affirmative marketing procedures as required by the Department of Housing and Urban Development.

In developing an Affirmative Marketing Plan, the City of Auburn requires all applicants do the following:

- 1. Targeting:** Identify the segments of the eligible population
- 2. Outreach:** Outline an outreach program that includes special measures designed to attract those groups identified as least likely to apply and other efforts designed to attract persons from the total population.
- 3. Indicators:** State the indicators to be used to measure the success of the marketing program. The effectiveness of the marketing program can be determined by noting if the program effectively attracted renters or buyers who are:
 - from the majority and minority groups, regardless of gender, as represented in the population of the housing market area;
 - person with disabilities and their families; and
 - families with children, if applicable.

All applicants are required to make a “good faith effort” to carry out the provisions of the Department of Housing and Urban Development’s Affirmative Marketing requirements. Good faith efforts are recorded activities and documented outreach to those individuals identified as least likely to apply. Examples of such efforts include:

- **Advertising** in print and electronic media that is used and viewed or listened to by those identified as least likely to apply;
- **Marketing** housing to specific community, religious or other organizations frequented by those least likely to apply;

- **Developing a brochure or handout** that describes facilities to be used by buyers or renters, e.g., transportation services, schools, hospitals, industry, and recreational facilities. The brochure should also describe how the proposed project will be accessible to physically handicapped persons and describes any reasonable accommodations made to persons with disabilities; and
- **Ensuring** that the management staff has read and understood the Fair Housing Act, and the purpose and objectives of the AFHM Plan.

AFFIRMATIVE FAIR HOUSING MARKETING PROCEDURES

Recipients and subrecipients of HOME funds through the City of Auburn, Community Development Office, and rental and homebuyer projects containing 5 or more HOME-assisted housing units must use affirmative marketing practices when soliciting renters or buyers. HUD's definition of affirmative marketing is marketing efforts intended to reach those persons who are least likely to apply for HOME-assisted housing.

All project owners are required to do the following:

- **Outreach Documentation**

At least once annually, all project owners will conduct a public outreach effort that will make available public information on all rental units that have received assistance.

- All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation.
- Media sources should include advertisements to a particular audience, (e.g., newspapers that serve protected classes).
- All advertisement and brochures, and other written materials should be published in multiple languages, in order to reach non-English speaking audiences and display the equal opportunity logotype or slogan.
- Contact organizations whose membership or clientele consists primarily of protected class members.
- The project owner must display the Equal Opportunity logo and fair housing poster in an area accessible to the public (e.g., rental office).

File Documentation

The City of Auburn, Community Development Office, will review for compliance project owners AFHM plan in accordance with Compliance procedures as set forth in 24 CFR Part 108. All project owners must keep the following materials in the AFHM file for future monitoring of records:

- Copies of advertisements, brochures, leaflets, and letters to community contacts.

- Maintenance of information on the race, sex and ethnicity of applicants and tenants to demonstrate the results of the owner's affirmative marketing efforts.

In instances of noncompliance by a project owner, a finding will be issued and corrected action taken by the project owner in the time specified. The project owner will for the period of affordability maintain information demonstrating compliance with the requirements in this marketing plan.

HOMEBUYER POLICY

The Homebuyer Program is designed to provide an opportunity for low- and moderate-income families to purchase market rate homes. The Homebuyer Program is subject to all of the HOME Investment Partnerships Program regulations found in 24 CFR 92.254(a)(2)(i). This program can be managed directly or by a subrecipient under the policy and guidelines herein.

Each applicant shall be underwritten on the basis of need for a home-assisted unit as above. Homebuyers will need to demonstrate adequate financial resources to sustain housing. The minimum subsidy is \$1,000 per unit. The city shall review the terms of the primary mortgage to ensure compliance with 24 CFR 92.254 (e)(3). Fees from the primary lender will be reasonable, and any city expenses related to this applicant will be recorded as project costs and not be charged to the homebuyer.

Homebuyer Environmental Review and property inspection must be conducted prior to the execution of any choice-limiting action.

The beneficiary written agreement shall include:

- The purchase price (not to exceed 95% of the median purchase price for that type of housing for the area as published by HUD, Section 203(b).)
- Amount and form of assistance provide as detailed in the program guidelines for the current program year
- Final date which the acquisition must be completed
- Refinance guidelines as spelled out within this policy manual.

RESALE & RECAPTURE POLICY

Recapture Provision

Direct subsidy to the homebuyer: For HOME assistance provided as a direct subsidy to the homebuyer (rather than the development) such as downpayment/closing cost assistance or subordinate mortgage assistance, the City of Auburn will use a recapture provision to recover HOME funds from projects that are transferred or sold during the HOME period of affordability.

Development subsidy and direct subsidy to the homebuyer: In the event where both development subsidy and homebuyer subsidy are ultimately provided to a project, a recapture provision shall be imposed. The HOME period of affordability will be based on the total amount of HOME assistance.

Resale Provision

Development subsidy only: A development subsidy is the difference between the cost to develop housing and the market price. For example, the City might provide a \$50,000 construction grant to a developer to enable the development of the home. When HOME funds are provided through a development subsidy, the City will use a Resale provision to ensure that the housing is retained for occupancy for low-income households throughout the HOME period of affordability.

Period of Affordability Chart:

HOME-assisted homeownership projects are subject to the minimum period of affordability requirements listed below. Throughout the period of affordability, income eligible households must occupy the assisted units. Restrictions are disclosed to the homebuyer through the execution of legal documents, including a deed restriction, a HOME written agreement between the City and the homebuyer and a Homebuyer Disclosure form.

Total HOME investment per unit (resale) or direct subsidy (recapture) per unit		Affordability Period
Less than \$15,000		5 years
\$15,000-\$40,000		10 years
More than \$40,000		15 years

In some cases, the City or developer may opt for a longer period of affordability (typically 30 or more years) in order to benefit from State regulations pertaining to long-term affordable housing. This is permissible; however, it is important to note that compliance will be required throughout the entire designated period of affordability unless the City's HOME Land Use Restrictive Covenant with Extended Use Provision is executed to legally differentiate the local versus federal periods of compliance.

Recapture Provision:

The HOME recapture provision permits the original homebuyer to sell the property to any willing buyer during the period of affordability, while the City can recapture all, or a portion of the

HOME-assistance provided to the original homebuyer. The recaptured funds allow the City to assist other eligible homebuyers.

If the HOME assisted property is sold, conveyed, assigned, or otherwise transferred or if a senior lender forecloses on any senior mortgage prior to the end of the minimum federally-required affordability period as shown in the table above, the HOME assistance shall be returned to the City of Auburn, Department of Planning and Development, Division of Housing and Community Development on a shared net proceeds basis according to the following formula:

- Net Sales Proceeds = Sales price minus municipal liens, minus principal owed to senior lenders, minus selling costs
- Homeowner Investment = Down-payment plus any verifiable Capital Improvement investment made from the date of purchase
- City's Investment = Direct HOME Program assistance. Amount subject to recapture.
- Total Investment = Homeowner Investment plus City's investment
- Amount of Net Proceeds to be returned to City upon sale prior to the end of the minimum federally required affordability period =
(City's Investment / Total Investment) * Net Sales Proceeds.

Under no circumstances can the City seek to recapture more than is available from the net proceeds of a sale.

Examples of recapture formula:

Recapture Provision (Net Sales Proceeds):

\$140,000 original sales price

\$170,000 new sales price

Mortgage payoffs:

1st position balance: \$72,000

2nd position balance: \$35,000

Closing costs: \$7,500

Homeowner investment: \$3,500

Direct HOME subsidy: \$25,000

Net Sales Proceeds: \$170,000 - \$72,000 - \$35,000 - \$7,500 = \$55,500

Homeowner Investment = \$3,500 in capital improvements

City Investment = \$25,000 HOME downpayment assistance

Total Investment = \$28,500

Amount of Shared Net Proceeds to be returned to City upon sale: $(\$25,000/\$28,500) * \$55,500 = \$48,684.21$

Amount of Shared Proceeds to Homeowner: \$6,815.79

Recapture Provision (Insufficient Proceeds):

\$140,000 original sales price

\$130,000 new sales price

Mortgage payoffs:

1st position balance: \$72,000

2nd position balance: \$35,000

Closing costs: \$7,500

Homeowner investment: \$3,500

Direct HOME subsidy: \$25,000

Net Sales Proceeds: $\$130,000 - \$72,000 - \$35,000 - \$7,500 = \$15,500$

Homeowner Investment = \$3,500 in capital improvements

City Investment = \$25,000 HOME downpayment assistance

Total Investment = \$28,500

Amount of Shared Net Proceeds to be returned to City upon sale: $(\$25,000/\$28,500) * \$15,500 = \$13,596.50$

Amount of Shared Proceeds to Homeowner: \$1,903.50

Resale Provision:

The HOME resale provision requires that if the owner of a HOME-assisted property sells, conveys, or transfers his/her ownership interest in the property prior to the end of the HOME period of affordability, the sale, conveyance, or transfer shall only be to an eligible, low-income-qualified purchaser who will use the property as their principal residence. It is also required that the price at resale provides a fair return on investment to the original owner (as defined below) and that the property be sold at a price that is affordable to a reasonable range of low-income buyers.

The City will calculate the resale price based on the fair return on investment plus the original purchase price to ensure that the property will be affordable to a reasonable range of households earning between 70-80% of AMI. If the resale price that ensures fair return is not affordable to the

next buyer, then the City may provide HOME assistance to the subsequent buyer to make it affordable.

Definitions:

Homebuyer Investment: The homebuyer's investment consists of the portion of initial downpayment paid by the homebuyer.

Principal Paydowns: The homebuyer's payment on the mortgage or mortgages.

Capital Improvements: investments made that may add to the value of the unit, are of function and quality consistent with comparable affordable housing units and are owned solely by the owner (not part of any common areas). Routine maintenance to keep the unit in standard condition and to code is not considered a capital improvement. Improvements that are funded by federal, state, or local assistance programs are not included as part of the investment calculation. Some examples of capital improvements include the upgrade or conversion of heating or hot water systems, installation of energy-efficient windows, adding insulation to the home, additions such as a bedroom, bathroom or garage, remodeling to upgrade permanently installed fixtures (ex. countertop, vanity, or lighting upgrades), accessibility improvements such as bathroom modifications or wheelchair ramps, and outdoor improvements such as a paved driveway, retaining wall or fence. The value of the capital improvement for the fair return on investment formula will be the actual costs of the improvements as documented by the homeowner's receipts, and determination of appropriateness for inclusion in the fair return on investment formula will be at the discretion of the City. Where applicable, all improvements must have been installed and inspected in compliance with building code standards and permitting requirements. All improvements and costs must be documented to the satisfaction of the City and may be subject to onsite inspection.

Fair Return on Investment: the total of any homeowner's own downpayment to purchase the property, the homeowner's principal paydowns as part of the homeowner's investment, plus the actual documented expenditures for approved capital improvements to the property. In depressed or declining markets, a loss on investment can constitute a fair return.

Appreciation Standard: The City shall apply an appreciation standard as part of its calculation of fair return. This appreciation standard shall be calculated as the market appreciation using the percentage change in the [U. S. housing price index](#). The downpayment relevant base month will be the month of original purchase, while base month for capital improvements shall be the month in which the improvements were documented to be incurred.

Resale Formula:

Step 1: (Homebuyer's original investment + principal paydowns + value of capital improvements) x appreciation standard = *Fair Return on Investment*

Step 2: Homebuyer's original investment + principal paydowns + value of capital improvements + Fair Return on Investment = *Total Return to Original Homebuyer at Sale*

Example of Resale Formula:

Single-family home was purchased for \$140,000 in 2010. Since the purchase, the homeowner invested \$3,500 in capital improvements in Jan. 2012 (HPI = 174.64). No downpayment was provided from owner funds. Most recent HPI = 354.03.

Mortgage payoffs:

1st position balance: \$72,000

2nd position balance: \$35,000

Homeowner's original investment: \$0

Principal paydowns: \$140,000 – 107,000 mortgage balance = \$33,000

Capital improvements: \$3,500

Step 1: $\$0 + \$33,000 + \$3,500 \times 102\% = \$3,723$

Step 2: $\$0 + \$33,000 + \$3,500 + \$3,723 = \$40,223$

Total Return to the Homebuyer - \$40,223.

Noncompliance and Repayment Requirements:

Noncompliance is triggered when the HOME-assisted property is no longer the principal residence (i.e., rented or vacant) of the homeowner or for failure to enforce the resale or recapture provisions. Noncompliance requires repayment of the entire HOME investment. The HOME Land Use Restrictive Covenant and written agreement define conditions that will constitute a default by the homeowner and trigger repayment in full.

HOME PROGRAM PROJECT COMPLIANCE

Homeownership Principal Residence Verification Procedure

1. Homeownership units will be monitored for principal residency annually.

- a. A principal occupancy letter is sent to the homeowner via e-mail (when we have an updated e-mail address) or US Mail annually. The letter requires the submission to ACDO within 7 days of:
 - i. Valid driver's license or state-issued ID with property address
 - ii. 2 current utility bills showing delivery and service addresses
 - iii. Certification by owner (under penalty of perjury) of Principal Residence
 1. If at any time a partial response is received, a request for supplemental documentation will be made upon receipt of the partial response, and a note of follow-up made with deadline noted.
- b. If no response is received within 30 days, a second notice is issued, requiring response within 30 days.
- c. If the second notice does not garner a response, Compliance will research the owner and property (i.e., Accurint, Assessing records, web searches) to ascertain the likely principal residence of the owner. If it is clear to the ACDO that the subject property is no longer the primary residence, the owner must list the property for sale with a licensed real estate broker and provide a release so that the broker may disclose pertinent details to ACDO staff relative to the listing and sale of the property, to ensure timely resale.
 - i. Compliance will maintain regular contact with homeowners and real estate brokers to ensure re-occupancy or proper marketing of the unit. If the homeowner and/or real estate broker are using best efforts to bring the property into compliance, the matter will not be referred to Corporation Counsel.
- d. When a principal residency compliance monitoring task is successfully completed, a new monitoring task is scheduled for 11 months from completion date, and due 12 months from completion date.

Rental Properties with HOME-Assisted Units

1. General Provisions:

- a. **Tenant Selection:** The owner of rental housing assisted with HOME funds must comply with the affirmative marketing requirements established by the consortium. The owner must adopt and follow written tenant selection policies to ensure compliance with 92.253(d) that:
 - i. Limits housing to very low- and low-income households
 - ii. Reasonably related to the applicants' ability to perform the obligation of the lease.
 - iii. If permitted in its written agreement with the Consortium member, (and only if described in the Consortium's consolidated plan), limits eligibility or gives preference to a particular population in accordance with 24 CFR 92.253(d)(3)

- iv. Does not exclude an applicant because the applicant is a holder of a certificate or voucher under the Section 8 Tenant-based assistance or Housing Choice Voucher program, or comparable HOME TBRA document.
 - v. Provides for the selection of tenants from a written waiting list in the chronological order of their application insofar as is practicable.
 - vi. Gives applicants prompt written notification of rejection and the reason for rejection.
 - vii. Complies with VAWA requirements prescribed in 24 CFR 92.359
- b. **Income:** Household income for HOME-assisted units may not exceed the definition of income located at 24 CFR 5.609 or adjusted gross income (AGI) as defined under IRS Form 1040. Either of the aforementioned methods may be used to determine income, but the same method must be used for the entire project. Generally, 24 CFR 5.609 shall be used, unless the written agreement or affordable housing restriction specifies that the IRS AGI definition must be used. Determination of household income shall be conducted no more than six (6) months before the execution of the lease and shall be examined by ACDO at initial building occupancy and turnover of HOME-assisted units. Income eligibility shall be verified by reviewing the property manager's tenant income certification (OMB Approval No. 2528-0165 or comparable) including household size and composition, and 2 months of income (i.e., wages, interest, unemployment statements, etc.) and asset support documentation for all households over age 18. This shall be verified for consistency with the lease and any other tenant-based subsidy documents.
- c. **Rent:** Rents for HOME-assisted units must be reviewed and approved in writing prior to initial occupancy of the project, and annually thereafter for the duration of the period of HOME affordability. At initial occupancy of the project, the HOME Rental Completion Report shall be used, and thereafter, the ACDO Rent/Income Certification shall be used by Compliance. Rents may not exceed High HOME rents; and for projects with five (5) or more HOME-assisted units, at least 20 percent (20%) of HOME-assisted units must be designated as Low HOME units and use Low HOME rents. (After initial occupancy, if a tenant's income increases beyond the HOME limits, rents and HOME-assisted unit designations are governed by the affordable housing restriction and HOME regulations.) Single Room Occupancy Units that have neither sanitary nor food preparation facilities, or one but not both shall in not be charged more than 75% of the FMR for a zero bedroom unit. If rents (adjusted for utilities, below) provided by the property owner/manager do not comply with maximum rents published by HUD, they must be adjusted so that they are within the limits, and then must be resubmitted to ACDO for review, approval, and certification.

- d. **Utilities:** If tenants pay utilities, the rent must be adjusted in accordance with the HUD Utility Schedule Model or otherwise determine the utility allowance based on the type of utilities in the project to ensure that rent paid plus the utility allowance does not exceed the designated HOME rent. Both rent and utility allowances shall be reviewed and approved annually in writing.
- e. **Leases:**
 - i. The term of HOME leases must be for a period of not less than one year, unless a shorter term is mutually agreed upon and documented by the tenant and the owner.
 - ii. Leases must be reviewed to ensure contain an addendum to address regulations for the Violence Against Women Act at 24 CFR 92.359(e).
 - iii. Leases must be free of prohibited terms in accordance with 24 CFR 92.253(b), incorporated by reference hereto, as well as the affordable housing restriction.
 - iv. If fees (such as application fees, parking fees, or other service fees) are charged by the property owner, they must be reasonable and customary for rental projects in the neighborhood.
 - v. Termination of lease clauses must be reviewed to ensure that a HOME-assisted tenancy may not be terminated (or face non-renewal) except for serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state, or local law; completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause shall not include an increase in the tenant's income or refusal by the tenant to purchase housing. To terminate or refuse to renew the tenancy, the owner must serve written notice to the tenant specifying the grounds for the action at least 30 days prior to termination of the tenancy.
- f. **Fees:** If the owner/developer charges fee for voluntary services, such as parking, transportation, or laundry access, it must be reported on the rent/income certification that is provided to ACDO on an annual basis and must provide documentation of fee reasonableness (i.e., such as comparable parking or laundry services) so that ACDO may review and approve them. ACDO does not allow owners/developers to charge rental application fees, nor reimbursement for costs associated with credit or criminal background checks.
- g. **Vacancies:** If the number of HOME-assisted units that are occupied by income-eligible households fall below the number of such units required by the written agreement and affordable housing restriction, the Next Available Unit Rule in the affordable housing restriction must be employed. HOME-assisted units are designated as "floating," meaning that the required number of HOME-assisted

units can be rebalanced as other unit vacancies occur. Compliance shall review rent/income certifications annually to ensure that the required unit mix for the project is achieved. If any of the HOME-assisted units within the project are no longer income-eligible and the property has a vacancy of a comparable unit (number of bedrooms/bathrooms/amenities) is available, the vacant unit must be designated as a HOME-assisted unit and rented to an income-eligible household. Alternatively, if there is an existing tenant occupying a non-HOME-assisted unit who would be income-eligible for the unit that no longer qualifies, that tenant's unit may be re-designated as the HOME-assisted unit. ACDO shall assist property managers in ensuring that the Next Available Unit Rule is met, the HOME-assisted unit mix is maintained and occupied by income-eligible households as a priority, and that overall project unit mix is achieved as the second priority.

2. All project completion information shall be verified by ACDO and entered into IDIS within 120 days of final draw. Compliance shall also verify that HOME-assisted units were rented to and occupied by HOME-eligible tenants within eighteen (18) months of project completion. ACDO shall retain all tenant income certifications, rent certifications, property inspection records, and written agreement records for five (5) years after completion of the term of affordability.
3. Upon completion of construction, and prior to payment of final invoice, developer will provide electronically to ACDO's Certificates of Completion/Certificates of Occupancy for all units. ACDO staff will ensure that certificates for all units have been provided and are complete and that lead-based paint maintenance established by 24 CFR 35.935 are met where applicable. This shall serve to meet the property standard inspection in accordance with HOME regulations and shall be provided for review in the ordinary course of the annual single audit or HUD monitoring as requested. The project shall be subject to a final property inspection within twelve months from project closeout in IDIS.
4. At initial occupancy, the developer will provide an electronic HOME Completion Form (published by HUD) with complete and accurate details for the project, and beneficiary information for all restricted units in the project. HOME-assisted units will be identified by shading the appropriate rows on the form. This information shall be relied upon to determine that all residents of the restricted units – and HOME-assisted units – are eligible to reside in those units in accordance with the covenant, and that rents being charged for those units are in accordance with the covenant.
5. At initial occupancy and upon turnover, **for HOME-Assisted Units only, the developer shall provide electronic copies of leases and 2 months of income documentation and asset support documentation for all household members over age 18 occupying HOME-assisted units.** This shall serve to meet the rent and income review standards in accordance with HOME regulations and shall be provided for review in the ordinary course of the annual single audit or HUD monitoring as requested. ACDO shall review and

approve rents and utilities in writing annually. When this initial monitoring task is successfully completed, a new monitoring task is scheduled for 5 years and 9 months from completion date, and due 6 years from completion date.

6. Every six years, ACDO will obtain from the property manager electronic copies of leases and 2 months of income documentation and asset support documentation for all household members over age 18 occupying HOME-assisted units in accordance with HUD's Technical Guide for Determining Income and Allowances. The calculation of income shall be submitted to ACDO using OMB Approval No. 2528-0165 or comparable worksheet. This shall serve to meet the rent and income review standards in accordance with HOME regulations and shall be provided for review in the ordinary course of the annual single audit or HUD monitoring as requested. If tenants pay utilities, the rent must be adjusted in accordance with the HUD Utility Schedule Model or otherwise determine the utility allowance based on the type of utilities in the project. When this monitoring task is successfully completed, a new monitoring task is scheduled for 5 years and 9 months from completion date, and due 6 years from completion date.
7. Property inspections of HOME-assisted units shall be completed by ACDO within 12 months of project completion in IDIS and at least once every three (3) years thereafter during the period of HOME affordability in accordance with 24 CFR 92.504(d) to ensure compliance with property standards at 24 CFR 92.251 and that lead-based paint maintenance established by 24 CFR 35.935 are met where applicable. Completion of the initial inspection may be evidenced by a copy of the Certificate(s) of Occupancy issued for the project. Completion of all subsequent inspections shall be evidenced by the completion of Form HUD-52580 and certification that the unit is compliant with ongoing property standards. Property inspections shall be completed by city staff with knowledge of Maine State Building Code, construction and lead abatement practices, building methods, Housing Quality Standards, and sustainability and energy conservation practices. Copies of initial and all subsequent inspections shall be attached recorded upon completion. This shall serve to meet the property standard inspection in accordance with HOME regulations and shall meet the requirements of state building code and shall be provided for review in the ordinary course of the annual single audit or HUD monitoring as requested. The inspection shall confirm that the units are free of all health and safety defects.

The following conditions shall constitute a health or safety risk:

- Air Quality - Propane/Natural Gas/Methane Gas Detected
- Blocked Egress/Ladders
- Electrical Hazards - Exposed Wires/Open Panels
- Electrical Hazards - Water Leaks on/near Electrical Equipment
- Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable

- Missing Outlet Covers
- Missing/Damaged/Expired Extinguishers
- Misaligned Chimney/Ventilation System
- Outlets/Switches/Cover Plates - Missing/Broken
- Smoke Detector - Missing/Inoperable
- Windows - Security Bars Prevent Egress

If there is a health or safety risk noted in the inspection report, the ACDO will notify the Property Manager in writing immediately. Such deficiencies must be corrected within 24 hours of notification and must be re-inspected within 48 hours.

For deficiencies that do not constitute a health or safety risk identified above, the Property Manager will provide proof such as paid invoices or completed work orders that the condition has been remediated within 30 days, and said documentation will be attached to the Project Record.

The Property Manager shall also certify on the annual rent/income certification that each building and all HOME-assisted units in the project are suitable for occupancy based upon state/local health safety codes and requirements and ongoing property standards in accordance with 24 CFR 92.251.

For projects with one (1) to four (4) HOME-assisted units, all HOME-assisted units must be inspected; for projects with five (5) or more HOME-assisted units, twenty percent (20%) of all HOME-assisted units must be inspected, or one HOME-assisted unit per building, whichever is greater.

HOME ARP Policies & Procedures

Rental Assistance and Supportive Services

The following policies and procedures are in compliance with CPD-21-10, issued on September 13, 2021.

ABCD's HOME-ARP program operates on a Housing First model. Our program does not require clients to select any additional services in order to receive housing services. Community programs we partner with may have additional requirements. ABCD's priorities for the program are (1) housing, (2) employment, (3) transportation, and (4) all other supportive services.

1. Tenant Selection

A. Preference

- I. ABCD has established no preference among the Qualified Population, as established in Section 2.
- II. ABCD has established a preference for Auburn residents.
- III. Asylum seekers and refugees may apply for assistance if they meet the eligibility requirements in Section 2.

B. Referral Methods

- I. Waiting List: ABCD shall utilize a waiting list to establish client priority. Completed and submitted applications will be processed on a first-come, first-served basis. Applications from Auburn residents will be processed before non-Auburn residents. The order of the waiting list will be established by the timestamp of application completion on ABCD's Neighborly portal.
- II. Coordinated Entry: ABCD shall not use Coordinated Entry, as it is not currently in use in the state of Maine.
- III. HMIS: ABCD shall accept referrals through HMIS.
- IV. General Assistance: ABCD shall accept referrals through Auburn General Assistance.
- V. Continuum of Care: ABCD shall accept referrals from CoCs who serve Androscoggin County and Auburn or whose clients live in Androscoggin County or Auburn.
- VI. Other Community Services: ABCD shall accept referrals from community services and organizations that serve Androscoggin County and Auburn or whose clients live in Androscoggin County or Auburn.

C. Nondiscrimination and Equal Opportunity

ABCD will comply with all applicable nondiscrimination and equal opportunity laws listed in 24 CFR 5.105(a).

- I. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II

of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

D. VAWA (Violence Against Women Act)

This Policy and Plan identify VAWA protections and limitations, tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees compliance for the HOME Program and ESG.

The regulatory basis for and requirements of this Policy and Plan are identified in 24 CFR 5.2005, 2007, & 2009; 24 CFR 91.520; 24 CFR 92.253, 359, 504 & 508; 24 CFR 576.105, 106, 400, 409, & 500.

I. General VAWA Protections, Requirements, and Limitations

a. Notice to Applicants and Tenants

- i. All HOME-ARP Program housing providers shall provide to each applicant and tenants the Notice of Occupancy Rights and the Certification Form (in a form approved by HUD and in accordance with the applicable requirements of VAWA). The Notice of Occupancy Rights explains the VAWA protections under 24 CFR Part 5. The Certification Form is to be completed by a tenant in an instance of domestic violence, dating violence, sexual assault, or stalking.
- ii. Housing providers must provide the Notice of Occupancy Rights to an applicant or tenant at each of the following times:
 - a) At the time the applicant is denied assistance or admission under a covered housing program;

- b) At the time the individual is provided assistance or admission under a covered housing program;
 - c) With any notification of eviction or notification of termination of assistance; and
 - d) During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process or if there will be no recertification or lease renewal for a tenant during the 12-month period, through other means.
- iii. The Notice of Occupancy and the Certification Form shall be made available in multiple languages, as is consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

II. Prohibited Basis for Denial or Termination of Assistance

An applicant for assistance or tenant assisted under a covered housing program will not be denied supportive services assistance on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

A tenant receiving rental assistance may not be denied supportive services assistance solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- a. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
- b. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

III. Construction of Lease Terms and Terms of Assistance

- a. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
 - i. A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
 - ii. Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

- b. All tenants receiving HOME-ARP Program Tenant-Based Rental Assistance shall have a VAWA lease addendum incorporating the requirements of 24 CFR Parts 5 & 92. Specifically, the lease addendum shall allow the tenant to terminate the lease without penalty if the conditions for an emergency transfer (below) are met. For tenants receiving Tenant-Based Rental Assistance, the lease addendum shall require the owner to notify the ABCD before the owner bifurcates the lease, as described below, or provides notification of eviction to the tenant. If HOME-ARP Program Tenant-Based Rental Assistance is the only assistance provided, the VAWA lease addendum may be written to expire at the end of the rental assistance period.

IV. Limitations of VAWA

- a. This policy in no way limits the authority of a covered housing provider to comply with a court order or to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. Additionally, this policy does not limit a housing provider's ability to evict or terminate assistance if the housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

V. Emergency Transfers

In accordance with VAWA, ABCD allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit and continue Tenant-Based Rental Assistance. The ability to request a transfer is available to all tenants, regardless of sex, gender identity, sexual orientation, race, color, national origin, religion, familial status, disability, or age. The ability of ABCD to honor such a request for tenants, however, depends upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether there is another unit available and is a safe unit for the tenant to occupy.

- a. Emergency Transfers Eligibility and Priority
 - i. A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR Part 5, Subpart L is eligible for an emergency transfer if the tenant expressly submits a written request for a transfer and reasonably believes that there

is a threat of imminent harm from further violence if the tenant remains in the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90 calendar day period preceding a request for an emergency transfer.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements of this plan.

To the extent permitted by local, state, and federal law, tenants requesting an emergency transfer under this Plan shall have priority over other tenants seeking transfers and individuals seeking placement on waiting lists.

VI. Emergency Transfer Request Documentation

- a. To request an emergency transfer, the tenant shall submit a written request to their landlord. Within forty-eight (48) hours, the landlord shall notify ABCD of all requests received under this plan. All notifications to the city shall abide by the confidentiality requirements of this plan.

The tenant's written request must include the tenant's name, safe contact information, and one of the following:

- i. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain the same dwelling unit; or
- ii. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding a request for an emergency transfer.

The housing provider may request, in writing, documentation of the incident from the applicant or tenant. It is at the discretion of the applicant or tenant what documentation to provide. The applicant or tenant shall have a minimum of 14 days to provide documentation. The housing provider is in no way required to request documentation. The following are acceptable forms of documentation:

- a) The Certification Form; or
- b) A document (i) signed by the applicant or tenant, (ii) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence,

dating violence, sexual assault, or stalking, or the effects of abuse, and (iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault or stalking under 24 CFR 5.2003.

- c) A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
- d) A statement or other evidence provided by the applicant or tenant

The housing provider may request third-party documentation if conflicting documentation is received after the original request for documentation. The applicant or tenant shall have 30 days to provide the documentation in such a situation.

VII. Confidentiality

- a. ABCD and all housing providers shall keep any information submitted, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, in strict confidence.
- b. ABCD and all housing providers shall not allow any individual administering assistance on behalf of the entity, any persons within their employ, or any individual in the employ of the City or the housing provider to have access to confidential information unless explicitly authorized for reasons that call for such individuals to have access to this information under applicable federal, state, or local law.
- c. ABCD and all housing providers will keep confidential any information that the tenant submits in requesting an emergency transfer and information about the emergency transfer unless:
 - i. the tenant gives ABCD or the landlord permission to release the information on a time-limited basis; or
 - ii. disclosure of the information is required by law; or
 - iii. disclosure of the information is required for use in an eviction proceeding or hearing regarding termination of assistance from the HOME Program or CDBG.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided.

- d. Neither ABCD nor any housing provider shall enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent the disclosure fits one of the three exceptions noted above.
- e. A housing provider's compliance with VAWA protections and confidentiality requirements shall not be sufficient to constitute evidence of an unreasonable act or omission by the housing provider. Neither VAWA nor this plan limits a housing provider's duty to honor court orders about access to or control of the property; this includes orders issued to protect a victim and orders dividing property among household members in cases where a household breaks up.

VIII. Emergency Transfer Timing and Availability

- a. Neither ABCD nor housing providers can guarantee that a transfer request will be approved or how long it will take to process a transfer request. ABCD will require housing providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.
- b. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a safe unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing provider may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.
- c. If a housing provider has a safe unit immediately available, the housing provider must allow the tenant to make an internal emergency transfer. An internal emergency transfer is an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; the tenant may reside in the new unit without having to undergo an application process. A safe unit is a unit that the tenant requesting the transfer believes is safe.
- d. If a housing provider has no safe units available, the housing provider shall give the tenant priority above all others when the next unit becomes available. The housing provider shall also notify ABCD that no internal emergency transfer is available.

- e. If a housing provider has no safe units available for which a tenant who needs an emergency is eligible, ABCD will assist the tenant in an external emergency transfer by identifying other housing providers who may have safe units available to which the tenant could move. ABCD will maintain a list of HOME Program units and make the list available to tenants requesting an emergency transfer. An external emergency transfer is an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; the tenant must undergo an application process in order to reside in the new unit.
- f. Tenants may seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

IX. Lease Bifurcation

- a. Housing providers may choose to bifurcate the lease or remove a household member from a lease in order to evict or terminate assistance to a household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. Lease bifurcation shall be carried out in accordance with any requirements or procedures by federal, state, or local law for termination of assistance or leases, and any requirements under the applicable housing program.
- b. If a housing provider chooses to bifurcate a lease, any remaining tenant(s) shall have ninety (90) calendar days to (i) establish eligibility under the same housing program, (ii) establish eligibility under another housing program, or (iii) find alternative housing.
- c. Following a lease bifurcation, tenants within a HOME-ARP Program unit shall be allowed to remain in that unit and are not subject to the 90-day limitation; similarly, households receiving HOME Program Tenant-Based Rental Assistance shall continue to receive the rental assistance. ABCD shall decide if the removed tenant shall continue to receive HOME Program rental assistance so long as the removed tenant has not engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking.

E. Intake Procedures

- I. Applications will be taken on an ongoing basis by the Housing Resources Coordinator or other ABCD staff.

- II. Applicants will create a profile on ABCD's Neighborly portal at <https://portal.neighborlysoftware.com/AUBURNME/participant>. The application is attached as Exhibit 1.
- III. The Housing Resources Coordinator or other ABCD staff will assist applicants with completing the application, including submitting the required documentation and information for all other assistance they may be receiving, such as SNAP or Section 8 Vouchers.
- IV. Documentation will be required for all adult members of the Household applying.
- V. Required documentation to include:
 - a. Documentation of Qualified Population Status including but not limited to proof of indigency if the applicant is applying under Qualified Population 2A. Homeless
 - b. Copy of W2, paystubs, IRS certificate of non-filing or signed 4506-T, or other income documentation if qualifying solely as QP4
 - c. Signed Release of Information/Limited Release in order to properly refer
 - d. Additional documentation may be required to qualify for other community programs
- VI. Encouraged but not required documentation:
 - a. Signed Participant Agreement Plan
 - b. Signed Service Plan
- VII. Clients will have 30 days after submitting their application to submit all required documentation before they are taken off the waiting list.
- VIII. Follow-up
 - a. Post-referral – Housing Resource Coordinator will follow up with client within 2 weeks of referring.
 - b. Post-funding services – Housing Resource Coordinator will follow up with the client within 30 days of completing the service plan.

2. Eligibility of program participants

To be eligible, program participants must meet one of the Qualifying Populations set forth in CPD-21-10:

- A. Homeless as defined in 24 CFR 91.15 (1), (2), and (3)
- B. At risk of homeless as defined in 24 CFR 91.5
- C. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence Sexual Assault, Stalking, or Human Trafficking, as defined by HUD

This population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

- I. Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:
 - a. A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
 - b. A person with whom the victim shares a child in common;
 - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 - d. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
 - e. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- II. Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
 - a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.

- III. Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks the capacity to consent.
- IV. Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. Fear for the person's individual safety or the safety of others; or
 - b. Suffer substantial emotional distress.
- V. Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
 - a. Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - b. Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

D. Other Populations

Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- I. Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- II. At Greatest Risk of Housing Instability is defined as a household that meets either paragraph (a) or (b) below:
 - a. Has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e.,

is paying more than 50% of monthly household income toward housing costs);

- b. Has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the “At risk of homelessness” definition established at 24 CFR 91.5:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meets the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

3. Maximum Amount of Assistance and Maximum Periods for Assistance

- A. The maximum period of assistance will be 6 months. The date of assistance will begin on the date the service plan is executed.
- B. To ensure the best use of HOME-ARP funds, all best efforts will be made to locate and utilize existing resources for services listed in 4A and 4B before expending HOME-ARP funds.
- C. Funds paid for Supportive Services, not including housing costs, will be decided on a case-by-case basis.

D. Funds paid for housing costs will be capped at \$5,000.

4. Eligible Costs

All services and costs must be linked to acquiring or maintaining housing for a member of the Qualifying Population. All supportive service costs shall comply with the requirements of CPD-21-10 AND 2 CFR part 200, subpart E, Cost Principles.

A. Non-housing supportive services include:

- I. Childcare: Costs of childcare, including providing meals and snacks, and comprehensive and coordinated developmental activities, by a childcare center licensed by the jurisdiction in which it operates. Children must be under the age of 13 unless the children have a disability. Disabled children must be under the age of 18.
- II. Educational Services: Costs of improving knowledge and basic educational skills, including, instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED); screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- III. Employment Assistance and Job Training: Costs for services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. Costs include reasonable stipends to program participants in employment assistance and job training programs; learning skills that can be used to secure and retain a job, such as the acquisition of vocational licenses and/or certificates; employment screening, assessment, or testing; learning structured job skills and job-seeking skills; special training and tutoring, including literacy training and pre-vocational training; books and instructional material; counseling or job coaching; and referral to community resources.
- IV. Food: Providing food-restricted gift certificates to local grocery stores while awaiting the decision for SNAP or other food benefits. Provided to clients who cannot use a food pantry.
- V. Housing Search and Counseling Services: Costs of assisting eligible program participants to locate, obtain, and retain suitable housing. Services include developing an action plan for locating housing, searching for housing, tenant counseling, assistance obtaining and securing utilities, making in-state moving arrangements, outreach to and negotiating with owners, assistance submitting rental applications and understanding leases, assessment of housing for compliance with

CPD-21-10 requirements, mediation with property owners and landlords on behalf of eligible program participants, credit counseling, accessing a free personal credit report, and resolving personal credit issues; and other housing counseling costs, as defined in 24 CFR 5.100 and carried out in accordance with 24 CFR 5.111.

- VI. Legal Services: Fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying client's ability to obtain and retain housing, including filing fees and other necessary court costs. Services may include client intake, receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling. Emancipation is eligible as part of legal services. Fee for service is eligible only if the cost would be less than the cost of hourly fees.
- VII. Life Skills Training: Costs of teaching critical life management skills necessary to assist the client to function independently in the community. Training includes the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- VIII. Mental Health Services: The direct outpatient treatment of mental health conditions provided by licensed professionals.
 - a. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
 - b. Services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- IX. Outpatient Health Services: The direct outpatient treatment of medical conditions when provided by licensed medical professionals, including:
 - a. Providing an analysis or assessment of a program participant's health problems and the development of a treatment plan;
 - b. Assisting program participants to understand their health needs;
 - c. Providing directly or assisting program participants to obtain and utilize appropriate medical treatment;
 - d. Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
 - e. Provision of appropriate medication;

- f. Providing follow-up services; and
 - g. Preventive and non-cosmetic dental care.
- X. Outreach Services: Costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants. Can include staff directly providing food and clean clothing to clients.
- XI. Substance Abuse Treatment Services: Treatment designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include:
 - a. Program participant intake and assessment;
 - b. Outpatient treatment;
 - c. Group and individual counseling;
 - d. Drug testing;
- XII. Transportation: Cost of client's travel to and from medical care, employment, childcare, or other eligible services set forth in CPD-21-10. Further details on transportation are in section 9.
- XIII. Case Management: Cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the client(s). The cost of case management will not be included in the client's fund cap unless provided by an outside provider. Services and activities include the following:
 - a. Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
 - b. Counseling, developing, securing, and coordinating services
 - c. Using a centralized or coordinated assessment system that complies with the requirements of CPD-21-10, Section IV.C;
 - d. Obtaining federal, State, and local benefits;
 - e. Monitoring and evaluating program participant progress;
 - f. Providing information and referrals to other providers;
 - g. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
 - h. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 - i. Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.
- XIV. Mediation: Mediation between the client and the owner or person(s) with whom the client is living, provided that the mediation is necessary to prevent the client from

- losing permanent housing in which the client currently resides. This can also include paying arrears for evicted clients to remove an eviction from their record.
- XV. Credit Repair: Credit counseling and other services necessary to assist clients with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems.
- B. Tenant-Based Rental Assistance (TBRA) includes:
- I. Security Deposits
 - a. Maximum is one security deposit
 - b. Security deposit maximum payment can be no more than two months' rent for the unit
 - c. Cannot be used to duplicate costs in First and Last Month's rent
 - II. First and Last Month's rent
 - a. Client must be under a new lease
 - b. Cost cannot exceed the cost of two months' rent
 - III. Utility Deposits or Initiation Fees
 - a. Utility deposits or initiation fees can only be included if the client is also receiving other rental assistance or a security deposit payment
 - b. Maximum is one hookup payment per utility type
 - c. Eligible utilities are gas, electric, water, and sewer
- C. Other Rental Assistance includes:
- i. Rental application fees
 - a) Maximum payment of 10 fees or \$750.
 - b) Fees must be reasonable and charged to all applicants for the unit
 - ii. Utility Arrears or Utility Payments
 - a) One-time payment of up to 3 months of utility arrears, including late fees or charges, and/or
 - b) Up to 3 months of ongoing utility payments
 - c) The client or a member of their household must have the utility account in their name or proof of responsibility to make utility payments.
 - d) Eligible utilities are gas, electric, water, and sewage
 - iii. Rent Arrears
 - a) One-time payment of up to 6 months' rent in arrears, including late fees or charges, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.

IV. Landlord/Tenant Liaison

- a. Physical inspections needed to secure units
- b. Mediation services for housing issues that may arise between the owner, property manager, or other residents and clients
- c. Coordination or assistance with the provision of other eligible services to assist clients to maintain permanent housing
- d. Landlord/Tenant Liaison services do not count towards the client's housing support cap unless provided by an outside provider

V. Moving Costs

- a. Moving company or truck rental fees
- b. Temporary storage fees, maximum 3 months, accrued after the date of assistance began. Storage fee arrears is not an eligible cost

5. Ineligible Costs

Any costs not explicitly stated in 3(iii) and 3(iv) of this document are considered ineligible, with the exception of the administration of the program and outreach services performed by the Housing Resources Coordinator or other City of Auburn staff on behalf of the program.

Ineligible costs include but are not limited to the following:

- A. Assistance to persons who do not qualify as one of the Qualifying Populations
- B. Financial assistance to a client who is receiving the same type of assistance through other public sources or who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.
- C. Childcare provided by an unlicensed provider or provided to children who do not fit the age requirements detailed in section 3AI.
- D. Gift cards
- E. Computers, phones, or other electronic devices
- F. Phone or Internet deposits or payments
- G. Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership.
- H. Retainer fee arrangements and contingency fee arrangements for legal services.
- I. Outpatient medical or mental health treatment not provided by a licensed professional or covered under another service such as MaineCare.

- J. Inpatient medical, mental health, or substance use treatment.
- K. Transportation not related to housing, employment, education, or medical services.
- L. Payment or modification of debt
- M. Costs for the provision of services related to mortgages and homeownership to existing homeowners
- N. Rental assistance to a client living in a unit where the lease has prohibited provisions as set forth in 24 CFR 92.252
- O. Housing counseling for resolving or preventing mortgage delinquency or home maintenance and financial management for homeowners
- P. Arrears for temporary storage fees.

6. Documentation of Eligible Costs

ABCD will follow HUD'S general documentation standards. Documentation will (1) identify the entity or party needing assistance; (2) identify the individual or family needing assistance; and (3) provide sufficient detail regarding the specific condition or criterion being documented.

The preferred order of documentation is (1) third-party written verification; (2) oral third-party statements documented in the case file notes; (3) intake worker observations in case file notes; and (4) a written statement signed and dated by the potential program participant certifying their situation.

Third-party documentation must be issued on third-party letterhead, come from an agency email address; be a statement, receipt, or form (exception: HMIS records), or a letter from the host family member or friend. As applicable, third-party documentation should be signed and dated.

ABCD staff must make conscientious and reasonable efforts (due diligence) to obtain third-party documentation whenever possible. However, an intake worker must never contact someone for third-party documentation if the individual or family believes that their health or safety will be jeopardized by contacting that person. In these instances, the staff member should document the individual's or family's feelings and statements in the case file.

If third-party documentation is not available, the staff member must document the due diligence efforts and the reasons that prevented them from obtaining third-party documentation in the case file. The due diligence documentation must include a description of efforts to contact and obtain third-party documentation, including dates, times, and

supporting documentation; a description of outcome, including obstacles encountered; and a signed and dated certification by intake workers that all documents are true and complete. Supporting documentation could be a phone call log, copies of emails or copies of letters sent. All documentation will be uploaded to the client's Neighborly profile.

Documentation of QP status

A. Homeless

I. Third-party documentation can include:

- a. Discharge paperwork from a hospital, institution, or rehab facility. Must contain information about the dates the potential client resided there
- b. HMIS service transactions or shelter stay records. Must contain information about the dates the potential client resided there
- c. Proof of indigence, such as letters from host families saying a client can no longer stay in their home or written observations from a shopkeeper on whose storefront a person has been sleeping
- d. Written referrals from housing or service providers, local law enforcement, or emergency services

II. Oral third-party documentation

- a. Oral verification from a relevant third party directly to Housing Resource Coordinator or another ABCD staff member. A staff member must record the oral statement in writing, certify the recorded statement is true and complete, and sign and date the statement.
- b. Audio recording verification from a relevant third party.

B. At-risk of homelessness

I. Court-ordered eviction notices

II. Foreclosure notices

III. Notice to Quit

IV. Past due bills for invoices

V. Past due statement for rent

VI. Hotel/motel bill, AND

VII. A record that a nonprofit or other NGO paid the bill, OR

VIII. A record that the household paid the bill and a record of the client's savings demonstrating that they cannot afford the expense for more than 13 days

IX. Self-certification with intake worker observation

X. Letter from a family member stating they cannot support or house the client or the client's family

- C. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD
 - I. For victim service providers
 - a. Self-certification provide orally or in writing by the individual or head of household
 - b. Oral statements must be recorded and certified in the client's file by the intake worker
 - c. Third-party verification is not required but can be obtained if it will not jeopardize the health or safety of the client or their household
 - i. In this case, the intake worker should record the safety concerns in their Neighborly file case notes along with the self-certification
 - II. Non-victim service providers
 - a. Self-certification signed by the client or head of household, supported with third-party documentation if doing so does not jeopardize the client's or their family's health or safety
 - b. Written documentation must include only the minimum amount of information necessary to document homeless status
- D. Other Populations
 - I. Pre-existing documentation of disabling condition, special need, or employment barrier or a written diagnosis from a professional licensed to treat the documented condition.
 - II. Intake staff observations for documenting literacy or English proficiency, employment barriers, and
 - III. Self-certification supported by third-party verification or documentation of due diligence

Documentation of Costs

The following lists are examples of documentation needed for eligible costs. It is not intended to be an exhaustive list. Other documentation may be needed depending on each client's situation and needs.

- A. Supportive Services
 - I. Bill, statement, or invoice for eligible costs as outlined in 4(a)
 - II. Proof of enrollment in childcare for an eligible child

- III. Proof of enrollment and attendance in an educational program, job training program, life skills training, or financial counseling services
- IV. Proof of attendance to mental health services, outpatient health services, or substance abuse services
- V. Proof of registration for eligible tests, such as HiSET and vocational licenses and certificates
- VI. Denial letters from other service providers who may perform otherwise duplicative services
- VII. For transportation, proof of travel to medical care, employment, education, childcare, or another eligible service
- B. Housing Services
 - I. Rental application fees: Copy of first page of rental application and documentation of fees
 - II. Security Deposits
 - a. Proof of denial for other services providers who provide security deposits
 - b. Provide documentation of the balance owed to the landlord to establish tenancy, such as a lease
 - III. First and Last Month's rent
 - a. Proof of denial for other services providers who provide security deposits
 - b. Provide documentation of the balance owed to the landlord to establish tenancy, such as a lease
 - IV. Rental Assistance: For a client to be eligible for rental assistance and utilities, they will have to provide:
 - a. Copy of a lease agreement and
 - i. Post-due balance, bill, or letter from the landlord, OR
 - ii. Risk of eviction, such as a notice of eviction, OR
 - iii. Notice to quit with the balance due
 - b. Utilities: Utility bills to establish new service or that show the amount owed in arrears for current utilities.
 - c. If a client proves there is a good cause for rental assistance, HOME-ARP can cover a portion of the rent for a determined number of months, or full monthly payments for a determined number of, not to exceed 6 months.
 - d. Exclusions: If the apartment lessor is in violation of City Code, the assistance will not be paid.
 - V. Other needs
 - a. Court-ordered eviction notices
 - b. Past due bills for invoices

- c. Past due statement for rent
- d. Invoice or statement for utilities
- e. Copy of lease with the security deposit and rent.
- f. Bill or statement from moving company, truck rental company, or storage company.

7. Requirements for Non-Duplication of Benefits

Duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. As a HUD requirement, prevention of the duplication of benefits when providing financial assistance with HOME-ARP funds is needed. Grant funds may not be used to pay for a particular cost if another source of financial assistance is available to pay for that same cost.

HOME-ARP funds cannot be used to pay for eligible costs that have already been paid for or will be paid for by another Federal, state, or local program, insurance, or other sources. If this occurs, the beneficiary must repay its HOME-ARP assistance.

The city is required to ensure subrecipients, assisted individuals or families, businesses, and other entities that receive HOME-ARP assistance have not previously received, or will not receive, duplicative assistance from another source before the HOME-ARP assistance is provided. This duplication of benefits analysis may be accomplished in various ways, including requiring these entities or beneficiaries to provide a self-certification indicating they have or have not – and will not – receive a duplicative benefit. If a subrecipient, individual or family, business, or other entity subsequently receives a duplicative benefit, it is required to repay the city within a reasonable time frame as agreed upon between the beneficiary and city staff.

8. Requirements for Tenant-Based Rental Assistance and Other Rental Assistance

- A. ABCD will only provide short-term financial assistance for rent for up to 3 months. ABCD will not provide medium-term financial assistance for rent.
- B. Household Contribution to rent cannot exceed 30% of household income.
- C. TBRA and other rental assistance belong to the Tenant and may be used at any qualifying rental unit
- D. All rental units must be inspected and comply with HQS standards at 24 CFR 982.401 or any successors issued by the Office of Affordable Housing Preservation (OAHP).

- E. Tenants and the owner of the rental property must sign a lease that complies with the requirements in 24 CFR 92.253(a) and 24 CFR 92.253 (b)
- i. The written lease must be for a period of not less than one (1) year unless by mutual agreement between the tenant and the owner for a shorter period is specified.
 - ii. The lease must incorporate the VAWA lease term/addendum required under 24 CFR 359(e), except as otherwise provided at 24 CFR 92.359(b).
 - iii. The lease may not contain any of the following provisions:
 - a) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - b) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - c) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - d) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - e) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - f) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
 - g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
 - h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
 - i) Mandatory supportive services. Agreement by the tenant to accept supportive services that are offered.

F. Eligible Activities and Costs are detailed in sections 4B and 4C.

G. Ineligible Costs

- i. Financial assistance cannot be provided to a program participant who:
 - a) Is receiving the same type of assistance through other public services
 - b) Has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.
 - c) Resides outside of Auburn or Lewiston
 - d) Resides in a unit owned by a Housing Authority unless an exception is approved in writing by ABCD. In order to be considered for an exception, the request must, at a minimum, include the following information:
 - i. An explanation why the exception is necessary/appropriate; and
 - ii. A rent reasonableness analysis to demonstrate cost effectiveness; and
 - iii. Documentation of adequate outreach to owners so as not to limit access; and
 - iv. Assurance that occupancy of the unit is not a ‘requirement’ placed on the participating household and that they have a free choice of units.
- ii. Financial assistance cannot be provided to commit to specific owners for specific projects. Tenants must be free to use the assistance in any eligible unit.

F. Rent Assistance Standard

- I. The TBRA /rental assistance program is based on the premise that decent, safe, sanitary, and affordable housing can be obtained on the private market for very low to low-income families. The monthly rent assistance cannot exceed HUD-published Fair Market Rents (FMRs).

G. The program may use funds to provide grants for security deposits associated with rental assistance provided by the Housing Authorities. The following criteria must be followed:

- I. Only the prospective tenant may apply for security deposit assistance;
- II. The security deposit is paid directly to the landlord;
- III. The security deposit may not exceed two months’ contract rent for the unit. If the unit is furnished and/or a pet deposit is required, an additional ½ month’s rent for either circumstance may be collected.
- IV. The security deposit shall be used to provide compensation to the owner if the tenant, upon vacating, owes money for damages and unpaid rent in the unit.

- V. The assisted household may receive any security deposit refunded by the owner upon vacating the unit.

9. Transportation Cost requirements

A client seeking housing and actively working toward securing housing may qualify for transportation services as long as it is determined that the activities are: filling out applications, seeing apartments in person, looking for employment, going to work, and attending educational and training opportunities that would maximize their future income to be used toward rent, utilities, and, or enrolled workforce-related activities.

Other Requirements and Guidelines:

- A. Transportation Cost maximums will be included in the \$1,500 cap for non-housing supporting assistance
- B. Bus passes will be the preferred method of transportation support
- C. If bus service is inadequate for the client's needs, ABCD can pay for the cost of insurance, taxes, or a one-time payment for car repairs or maintenance for the client's vehicle. These costs will be limited to clients with the inability to pay for such costs and who, without such assistance, would not be able to participate in other eligible services.
 - i. ABCD will provide a gas card to the client. The client will be required to provide a travel form with the allowable activities described above
 - ii. ABCD may provide up to six months of car insurance payments. Quotes will be obtained for a minimum of three insurance companies. The best-fit policy will be chosen with the following criteria: cost, coverage, and reputation of the company.
 - iii. ABCD may pay for car registration fees and taxes for up to one year per client.
 - iv. Car Repairs and Maintenance
 - a. Payments may not exceed 10 percent of the Blue Book value of the vehicle
 - b. Payments must be paid by ABCD directly to the third party that repairs or maintains the car
 - c. ABCD may require that clients share in the cost of the car repair or maintenance

10. Housing Stability Case Management Requirements

- A. Case Manager must assist program participants in obtaining appropriate supportive services, as well as connecting them to other federal, state, local, and private benefits and services for which they may be eligible. This includes but is not limited to, Medicaid, SNAP, WIC, unemployment insurance, SSI/SSDI, services for veterans, and TANF.

- B. Clients are not required to participate in supportive services in order to receive housing services.

11. Termination of Assistance

- A. Assistance will terminate at the end of 6 months, when the client reaches the assistance maximum, or when the client becomes ineligible for assistance.
- B. ABCD may terminate assistance to a client who violates program requirements or conditions of occupancy or no longer needs the services as determined by ABCD. Termination under this section does not bar ABCD from providing further assistance at a later date to the same individual or family.
- C. Termination policies will consist of:
 - i. The client will be given a written copy of the program rules and termination process (Exhibit 2) during the application review process, before application approval.
 - ii. The client will receive written notification of failure to abide by the program rules and be given 5 business days to comply with the rules.
 - iii. The client will receive a written notification containing a clear statement of the reasons for termination. The notice will be appended to the client's file on Neighborly.
 - iv. Within 5 business days of receiving the notice to terminate assistance, a review of the decision will be made by a staff member other than the person (or a subordinate of that person) who made or approved the termination decision, wherein the client will be given the opportunity to present written or oral objections
 - v. Within 2 business days of the review, the client will be sent written notification of the final decision.

SECTION 4 – PROGRAM GUIDELINES

Auburn – Lewiston Consortium
TENANT-BASED RENTAL ASSISTANCE (TBRA)

1 Tenant Based Rental Assistance (TBRA)

The procedures described herein are based on the current agreements between the City of Auburn, as lead entity of the Auburn-Lewiston HOME Consortium to provide TBRA using HOME funds and the cities of Lewiston and Auburn independently (Members). These requirements may be modified by future agreements, as long as the changes are in full compliance with the HOME Program Final Rule.

1.1 Eligible Activities & Costs

TBRA program funds may be used to provide:

- Security deposits not to exceed two months' rent.
- Rental Assistance not to exceed 6 months of the contract rent amount.

HOME rule permits certain project delivery costs to be paid in association with TBRA administration. Members are encouraged to include these costs when budgeting. Related project delivery costs supporting documents will be required for any draw requests including such costs.

1.1.1 Ineligible Costs (Activities)

HOME TBRA funds may not be used for activities:

- To make commitments to specific owners for specific projects. Tenants must be free to use the assistance in any eligible unit.
- To prevent displacement of or provide relocation assistance to tenants as a result of activities other than the HOME Program.
- To provide TBRA to homeless persons for overnight or temporary shelter.
- To provide assistance outside of the cities of Auburn or Lewiston.

The assisted unit cannot be owned by a Housing Authority unless an exception is approved in writing by the Auburn Community Development Office (ACDO). In order to be considered for an exception, the request must, at a minimum, include the following information:

- An explanation why the exception is necessary/appropriate; and
- A rent reasonableness analysis to demonstrate cost effectiveness; and
- Documentation of adequate outreach to owners so as not to limit access; and
- Assurance that occupancy of the unit is not a 'requirement' placed on the participating household and that they have a free choice of units.

1.2 TBRA Assistance

1.2.1 Rent Assistance Standard

The TBRA program operates under the belief that individuals with very low to low incomes can attain decent, safe, sanitary, and affordable housing within the private market. TBRA delivery can be carried out by city staff, or another agency appointed by the city. The chosen unit for each family must adhere to the rent limits specified by the member cities.

The rental standard will be established based on the current HUD Fair Market Rent standard or the local Housing Authority's approved community wide exception if applicable.

A unit is determined to fall within the city's rent standard by adding the contract rent and the applicable utility allowance for the unit. The City refers to Maine Housing's Utility Allowance Schedule to ascertain utility costs.

1.2.2 Security Deposit

The TBRA Security Deposit Programs may use funds to provide grants for security deposits not to exceed 2 months rent. The following criteria must be followed:

- Only the prospective tenant may apply for security deposit assistance;
- The security deposit is paid directly to the landlord;
- The security deposit may not exceed two months' contract rent for the unit. If the unit is furnished and/or a pet deposit is required, an additional ½ month's rent for either circumstance may be collected.
- The security deposit shall be used to provide compensation to the owner if the tenant, upon vacating, owes money for damages and unpaid rent in the unit.
- The assisted household may receive any security deposit refunded by the owner upon vacating the unit.

1.2.3 Rental Assistance

The TBRA Rental Assistance Programs may use funds to provide grants for rental assistance to qualified families under the following conditions:

- Tenant shall be responsible for rental payments not to exceed 30% of their income.
 - If tenant has zero income, tenants share will be recalculated when work is attained.
- TBRA grant shall be responsible for balance of rent due to landlord

- Max rent and utilities terms in lease shall comply with rent standards set forth above.
- Rent assistance shall be calculated as a fixed amount upon approval of the unit. Assistance may decrease if a stability plan designates work requirements and revision process. Assistance does not go up if tenants income decreases.
- Rent assistance shall be paid directly to the landlord each month.
- Rent assistance shall not exceed 6 months per family.

1.3 Marketing & Outreach

HOME rules require affirmative marketing for any program or project with 5 or more HOME assisted units. Consequently, the TBRA program must be affirmatively marketed in accordance with the City of Auburn Affirmative Marketing Plan.

HOME TBRA should be affirmatively marketed to all persons within the target population and/or special needs group. The marketing plan must address: (1) how the program will be announced (i.e., which media and other sources); (2) where applications will be taken (i.e., at one site or more); (3) when applications will be accepted (i.e., daily, during normal working hours or extended hours for a specified period); and (4) the method for taking applications (i.e., in person, by mail).

The willingness of owners to participate in the HOME TBRA program significantly affects the options and opportunities available to coupon holders. Grantees should conduct outreach to owners of rental property to stimulate their interest in the program. Mailing program notices to owners using tax or PHA records as sources and participating in meetings of owner and realtor associations are often effective outreach methods.

1.4 Application for Rental Assistance

All applications must be in written or online forms and must contain, at a minimum, information that enables the Members to determine household composition, income, eligibility and whether the applicant is a student.

Each application submitted must be reviewed for completeness and to determine if the applicant is eligible.

The Members will place all applicants who are apparently eligible on the waiting list pending verification of information provided.

A tenant file must be created for each application. This file will ultimately contain the application, documentation of the household's eligibility, copies of program forms, correspondence, etc.

1.5 Selection of TBRA Recipients

The Rental Assistance Program is designed to impose as little administrative costs to the Members as possible.

Households cannot receive HOME TBRA if they are receiving or qualify for other known rental assistance under another Federal, state, or local rental assistance program including municipal General Assistance. HOME subsidy may not supplant other available assistance nor shall it result in duplicative subsidies. HOME funds may be paired with additional assistance and subsidies so long as all other qualifications and expectations are met.

TBRA assistance may be provided only to families whose annual income does not exceed 60 percent of the median family income for the area, as determined and made available by HUD.

The Members must determine whether an applicant:

- Qualifies as a family;
- Is income-eligible

1.5.2 Annual Income

Income must be verified before assistance is provided. Income limits are established by household size and revised annually by the U. S. Department of Housing and Urban Development (HUD).

Household income under HOME-funded TBRA program must be calculated using the 1040 short form method. Only if the applicant does not file taxes would the Members utilize the definition of annual income at 24 CFR Part 5 (Section 8).

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of income certification.

Annual income includes, but not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
- The net income from operation of a business or profession.
- Interest, dividends, and other net income of any kind from real or personal property.
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum payment from a delayed start of a periodic payment.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

- All regular pay, special pay, and allowances of a member of the Armed Forces.

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years.
- Payments received for the care of foster children.
- Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal or property losses.
- Amounts received by the family that is specifically for, or in reimbursement of the cost of medical expenses for any family member.
- Income of a Live-in Aide.
- Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- Special pay to a family member serving in the Armed Forces.
- Amounts received under training programs funded by HUD.
- Temporarily, nonrecurring, or sporadic income (including gifts).
- If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period must be annualized.

1.5.2.1 Verification of Income

The Members must determine annual income by reviewing source documents for at least two months, evidencing annual income (for example, wage statement, interest statement, unemployment compensation) for the TBRA-assisted household.

Income and asset source documentation for new TBRA recipients is good for a six- month period. If a TBRA contract is not executed before the six months has expired, the household's income eligibility must be reviewed again before assistance may be provided.

It is the obligation of the Members to obtain complete information from applicants and thoroughly document the methods by which it has verified all pertinent information in the applicant's file.

1.5.4 Waiting List

After a family has been determined eligible for the TBRA program, the Members shall place the family on a waiting list in chronological order of completed application received.

The waiting list shall comply with 24 CFR Part 92.253(d). The waiting list should show the family's name, date and time of application, local preferences if applicable, and appropriate size of units in bedroom.

1.5.5 Written Notice of Rejection

If an applicant is rejected for the program, the Member must provide in writing the reason(s) for rejection and provide an administrative process for the applicant to appeal the determination.

1.5.6 Determination of Unit Size

The unit size designated shall be assigned in accordance with the following criteria:

- No more than two persons are required to occupy a bedroom;
- Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
- Children of the same sex (regardless of age) and spouses must share the same bedroom for purpose of assigning the bedroom size on housing coupon;
- Unborn children may be considered for purpose of assigning the bedroom size on housing coupon.
- In some cases, however, the relationship, age, sex, health, or handicap of the family members may warrant the assignment of a larger unit size. Such flexibility is permissible to the extent the determinations are made on the basis of these factors. Such allowable determination should be fully documented in the applicant's file. For example, a two-bedroom unit may be used by a two-member family which consists of a single parent and child or by a couple who, due to medical reasons, must have separate bedrooms, as approved by the Member.
- Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

1.6 Unit Approval

1.6.1 Eligible Units

The HOME TBRA program offers households great flexibility in selecting a housing unit. Households must be free to select the unit of their choice.

- Public or private: Units under the TBRA program may be publicly- or privately- owned. Publicly owned units include public housing, Section 811, Section 202, HOPE 6, Continuum of Care, and HOPWA.
- Combining security deposit assistance with another security deposit program: HOME TBRA security deposit assistance cannot be provided to a program participant who is receiving security deposit assistance through other public sources.
- Rents must be reasonable: Member must disapprove a lease if the Member determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- HOME-funded units are OK: Households may select units developed or rehabilitated with HOME assistance. However, the subrecipient may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.
- Portability is not permitted. The program does not allow TBRA assistance to be used outside of the cities of Auburn or Lewiston.

1.6.2 Environmental Checklist

Based on 24 CFR 58.35(b), TBRA projects are Categorically Excluded Not Subject to 58.5. While the program as a whole was cleared, the Member must still complete or have a third party complete an HQS inspection prior to the execution of a rental assistance contract, submit the checklist to the City of Auburn, and maintain a copy in the tenant file.

1.6.3 Rent Reasonableness

The Member must certify all units assisted with TBRA are reasonable in relation to rents currently being charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the owner for comparable unassisted units.

The Member must document the basis for its rent reasonableness determination. Key components of a comparability analysis include:

- Location: In many markets, location is the key determinant of housing price
- Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used
- Utilities Included: Consider the type and fuel source of utilities
- Condition: Only units in similar condition should be compared

- Amenities: Consider such amenities as garage, appliances, and lot size

It is not sufficient to approve a unit merely because its gross rent is within the applicable FMR limits.

1.6.4 Property and Occupancy Standards

Any TBRA assisted property must meet all applicable City housing codes and ordinances as well as the current recognized inspection standard prescribed by HUD. Inspections to verify property and occupancy standards are made both at award and annually during the term of the TBRA assistance. A written inspection form must be signed, dated, and retained in the tenant file.

The Member must apply the occupancy standards that specify the number of bedrooms needed by households of various sizes and composition, as defined in Section 1.5.5.

The Member must also ensure that the landlord makes reasonable accommodations for the accessibility needs of the tenant.

1.6.4.1 Lead Based Paint

The TBRA program must adhere to Federal Regulation 24 CFR Part 35 that took effect January 2000 and amended in 2017.

- Tenants must receive the fact sheet “Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home” (EPA) and the pamphlet “Protect Your Family from Lead” (EPA) at the time of application.
- Tenants must receive the Elevated Blood Level form (tenant signature optional) and the Tenant Notice of Defect/Notice of Elevated Blood Level Above 15 ug form prior to move in.
- A lead disclosure notice must be provided to the tenant prior to lease signing.
- A sign off form indicating that the tenant has received the four documents must be in place in tenant files.
- Visual assessment of units built prior to 1978 must take place during the inspection.

Exemptions include 0 bedroom units, SROs, and units exclusively for the elderly and disabled where children aged 6 and under will not/do not occupy the unit.

- If deteriorated paint is identified in the visual assessment,
 - o Lead based paint stabilization/abatement procedures must take place at the expense of the owner within 30 days of notification to the owner (24 CFR Part 35.1330(a) and (b).)

- o The owner of the unit must meet the requirements of paint stabilization as defined in 24 CFR Part 35.110. Paint stabilization must be conducted in accordance with procedures outlined at 24 CFR 1330(a) & (b). Owners must pay for stabilization and/or abatement procedures prior to move-in (or during occupancy). If the owner declines to provide stabilization, another unit must be selected.
- o Owner must provide a copy of the clearance report performed in accordance with 24 CFR 35.1340 whenever paint stabilization is undertaken. Owner must provide tenant with a written notice of the results of the clearance exception (24 CFR 35.1215(c).
- If lead-based paint or deteriorated paint in non-exempt units is identified following move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if necessary, the owner is responsible for relocating the tenants to a comparable dwelling free of lead-based paint hazards while the work is taking place.
- Owner must adopt procedures to ensure that on-going maintenance activities are conducted in accordance with 24 CFR 35.1355 during the term of assisted tenancy.
- Identification of the number of units built prior to 1978 and the number of children and pregnant women residing in each unit must be provided on TBRA tenant project set-up forms.

1.6.5 Lease Approval

After a family finds a unit, which is suitable for its needs, it must submit a completed Request for Unit Approval, signed by both parties, to the Member along with a copy of the proposed lease, supplied by the owner/landlord.

The Member shall review the request to determine if the owner is eligible, if the unit is eligible, if the lease complies with the program requirements in 92.253 governing prohibited and required lease provisions, and if the lease complies with state and local laws.

The lease must contain certain required provisions which include the tenant shares of the rent, the landlord's responsibility for maintenance and services, any utilities and appliances which the owner will provide, the condition necessary for eviction, the prohibition against discrimination, and the amount of security deposit.

The lease may not contain any of the following provisions:

- Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision

on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.

- Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
- Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.
- Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

The member will also provide the required VAWA lease addendum.

The lease between a tenant and an owner of rental housing assisted with TBRA funds must be for not less than one year in programs that are not participating in self-sufficiency programs.

The owner may not terminate the tenancy or refuse to renew the lease of the tenant except for serious or repeated violation of the terms and conditions of the lease; for violations of applicable federal, state, or local law; or for other good cause.

Any termination or refusal to renew must be preceded by not less than 30 day notice by the owner specifying the grounds for the action. Rent increases are also subject to 30 day notice.

1.7 Execution of Rental Assistance Payment Contract

After a Request for Unit Approval has been approved, the Member must prepare the Rental Assistance Contract for execution by the owner and the Member, and execution of the lease between the family and the owner. No security deposit will be paid until the contract has been executed.

The Member must retain a copy of the contract and lease in the family's file.

1.7.1 Project Set-up

Upon completion of all requirements of the above, the Member shall completed Project Set-up of the Project in IDIS. Each Member will be responsible for management of the program in IDIS.

1.7.2 Payment Request

Upon receiving an activity number for a family, the Member must submit a funds requisition to obtain funds for the family's rental assistance. Monthly requests will be submitted, but up to 2 months of rent (plus any approved security and/or utility deposits) may be requested with ACDO approval.

The Member must maintain their financial records in such a manner that is easily possible to summarize subsidy amounts provided by household and owner.

1.8 Recordkeeping & Reporting

The Member is responsible for ensuring that TBRA funds are used in accordance with all program requirements of 24 CFR Part 92, and for documenting compliance. The Member must establish and maintain sufficient records to enable the City of Auburn to determine whether the activities have met the requirements of the TBRA program.

1.8.1 Tenant Records

Recordkeeping and Record Retention requirements must be in compliance with 24 CFR 92.508. For TBRA projects, records must be retained for five years after the period of rental assistance ends or from the time the project is closed, whichever is longer.

The tenant files shall contain, but are not limited to, the following:

- Original application with income and demographic information for each household member;
- Income verifications, along with source documentation;
- Release of information forms;
- Completed inspection form for the unit;
- Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in.
- Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications.
- Total Security Deposit Payment;
- Rental Assistance Payments Contract and Lease Agreement; and,

Any tenant must give permission for the City of Auburn to review records to determine program compliance prior to receiving assistance.

1.8.2 Compliance Monitoring

ACDO staff will review all progress reports and will monitor the Members TBRA program prior to each initial draw according to the requirements of 24 CFR 92.504(a).

Should monitoring include findings/concerns, the grantee must respond in writing within thirty days regarding remediation of the findings and compliance with federal regulations and City of Auburn policies and procedures.

City of Auburn reserves the right to terminate agreements and recapture funds:

- If funds are not committed and/or expended by the dates referenced in the funding agreement, or if the project substantially changes after the funding commitment.
- If the program is no longer feasible or is not progressing timely so that the imposed deadlines will be met, funds may be recaptured.
- If the Member becomes suspended or debarred.

Other bases for termination and recapture are included in the subrecipient agreement.