



Home Repair Program

Owner Occupied Housing Rehabilitation

Home Investment Partnership Program (HOME)

Rehabilitating Existing Properties and Accessibility Improvements for
Residents (REPAIR)

Applicant's Handbook

2022

Greene County Planning and Community Development
93 E. High Street Suite 215
Waynesburg, PA 15370
(724) 852-5260



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Overview

Homeowners can prescreen to determine HOME REPAIR Program eligibility. If preapproved the homeowner must submit an application with all required documents outlined on page. To prescreen call 724-852-5260, email CDBGHome@co.greene.pa.us or complete the jot form on line at

Certain eligibility requirements apply. The structure must be located in Greene County and the applicants must meet the income guidelines. The home must be owned by the applicant; however, if an applicant is renting to own and has lived in the home for at least three (3) years but will have satisfied the agreement to own in at least five (5) years an application will be considered. An application can also be considered if an applicant owns the home by leases the land/lot and can provide a lease agreement that covers the period of the mortgage to be filed.

Program Eligibility

Homeowners residing in the Greene County may be eligible for housing rehabilitation assistance if they meet the following criteria:

A. Income Guidelines

The County shall provide services to households whose total household income does not exceed the limits as identified below:

LOW-MODERATE INCOME

Persons per Household	1	2	3	4	5	6	7	8
Maximum Income	\$44,000	\$50,250	\$56,550	\$62,800	\$67,850	\$72,850	\$77,900	\$82,900

**2022 HUD Income Limits*

The County references the Pennsylvania Department of Community and Economic Development (DCED) Eligibility Technical Assistance Manual which guidance on determining income eligibility, household composition and assets calculations.

When determining the annual income of a household, the County will use this manual and the definition of Part 5 annual income, as better defined at 24 CFR 5.609. Specifically, income shall be calculated for the 12-month period ending at the time of application. Based upon this information, staff shall make the income determination for income that will be projected over the next 12 months. All income shall be verified from the source. In the case of self-employment, staff shall accept a Schedule C or other applicable Federal schedules and/or a notarized statement from the self-employed applicant.



Income eligibility is valid for a period of six months. An updated income will be necessary if more than six months has transpired from the initial verification to the execution of the construction contract. See **Attachment A** for Annual Income (inclusions and exclusions). **Any income or asset listed other in the “inclusion” section of Attachment A must be reported at the time application (or within 10 days of receipt of income/asset(s) not reported at the time of initial application should the applicant gain the asset(s)/income after application but before rehabilitation begins.** If income/assets are reported after application, please be advised that program staff will reevaluate eligibility for assistance.

Assets must be reported as outlined in Attachment A. We realize that assets are volatile, and that homeowners with some available assets have a better opportunity to maintain the property after repair. Land assets will be calculated as follows:

Determining Cash Value of an Asset:

The “cash value” of an asset is the amount a household would receive if they turned a non-cash asset into cash (i.e. a homeowner owns a parcel of land in addition to the property their home is on and sells the land). Primary residence structure and land shall not be counted.

The cash value is the market value (the amount another person would pay to acquire the asset), minus the cost to convert the asset to cash (selling fees, bank penalties, etc).

When reported assets are more than \$5,000, annual income includes the greater of the following:

- Actual income from assets; or
- A percentage of the value of family assets based upon the current passbook savings rate as established by HUD. This is called imputed income from assets. The passbook rate is currently set at .06%.

To begin this calculation, first add the cash value of all assets. Multiply the total cash value of all assets by .06. The product is the “imputed income” from assets. Then, add the actual income from all assets. The greater of the imputed income from assets or the actual income from assets is included in the calculation of annual income. “Imputed” means “attributed” or “assigned.” Imputing income from assets is “assigning” an amount of income solely for the sake of the annual income calculation. The imputed income is not real income.

The Greene County Home Repair Program utilizes the Annual Income Calculation worksheet to determine the amount of assets and factor into annual income to determine eligibility for the programs. The program will utilize the same calculation standards as our local Housing Authority, and the Annual Income Calculation worksheet will be completed for each homeowner reporting assets.

B. Location

For this program, only homeowners residing within Greene County will be considered eligible. Homes located within the 100-year floodplain will require additional assessment to ascertain if the flood risk measures (such as elevating



the lowest level of the property at least 2 feet above the base flood elevation) can be achieved within the specifications of the Home Repair Program, and may still be eligible for assistance after further review by the environmental consultant. Homeowners of properties located in the 100-year floodplain would be required to carry flood insurance for the property for which they are requesting rehabilitation.

C. Inspections

The homeowner agrees to allow a representative of Greene County or its agent to conduct a complete (interior and exterior) housing/building inspection according to the local adopted Property Maintenance Code, Rehabilitation Standards **Attachment C** and Electrical standards, UCC/IMP/PMC Code, HUD's lead-based paint inspection guidelines and most specifically the Department of Economic Development (DCED) Housing Rehabilitations Guidelines. All inspections will be documented in the case file.

In the event that a project is located in one of the townships or boroughs of Greene County that has a zoning office, the project will be required to adhere to the most stringent of the guidelines between that municipality's zoning guidelines in addition to any state or federal codes. Per PA Uniform Construction Code, all municipalities in Greene County that have adopted the UCC are filing quarterly and annual reports of such activities to the DCED.

Projects that's require a rehabilitation of more than 50% of the home (as determined by the square footage being rehabilitated in relation to the total square footage of the home), further review of the Code will be required and permits may be needed. If the area being rehabilitated is less than 50%, particularly if the home was built prior to 1925, the entire home may not need to be code compliant BUT any areas being rehabbed WILL be renovated to meet compliance. For example: A house is built in 1900, and the unfinished basement has a ceiling height of 4 feet. Nothing in the basement needs rehabilitated. While this ceiling height may not meet current codes, we will not require the ceiling to be raised, as it is neither feasible nor cost reasonable for this program.

D. Ownership Criteria

The homeowner must occupy their housing unit at the time of application to participate in the housing rehabilitation program. The homeowner will be required to sign a "Primary Residency" form.

1. Any of the following will satisfy or fulfill this requirement of ownership:

- Full marketable title in the form of a deed, title for mobile home with a lease that allow the structure to be on the property either five (5) years for Rehabilitation, or ten (10) years for replacement.

2. An undivided or divided interest in the property to be repaired when not all of the owners are occupying the property. Program assistance may be made in such cases when:

- (i) The grantee has no reason to believe the occupant's position of owner/occupant will be jeopardized as a



- result of the improvements to be made with program funds; and
- (i) The co-owner(s) sign the security instrument whenever possible.
3. The following items may be accepted as evidence of ownership if a recorded deed cannot be provided:
 - (i) Any legal instrument, whether or not recorded, which is commonly considered evidence of ownership.
 - (ii) Evidence that the program recipient is listed as the owner of the property by the local taxing authority and that real estate taxes, if any, for the property are paid by the recipient.
 4. A completed “in Lieu of Deed Form” accompanied by property tax receipts for the most current tax bill in the homeowners name and one utility bill in the homeowners name dated within 30 days of application
 - (i) Affidavits by others in the community that the recipient has occupied the property as the apparent owner for a period of not less than ten years and is generally believed to be the owner.
 5. The homeowner is current in all payments of county & local property taxes.
 6. The after-rehabilitation value of the property is modest and does not exceed 95% of the Value Limits for the area nor exceed the median purchase price of housing in the County (**Attachment B**). Appraised Value Calculation is reviewed in part F. After rehab value is calculated on Assessed value multiplied by the common level ratio plus the percentage of rehabilitation cost.
 7. Homeowner must provide proof of homeowner insurance prior to the rehabilitation project beginning.
 8. If a project is determined by the Greene County Home Repair Program and/or Environmental Review Record to be located in a floodplain AND it is determined the proper flood prevention measures can be achieved to make the project compliant, the property owner must obtain flood insurance. Improvements must include floodproofing and elevation measures. The flood insurance shall be in the amount equal to the value of the housing rehabilitation assistance and The County of Greene shall be named as the additional insured for the duration of the forgiveness period, which is five (5) years from the date of rehabilitation or ten (10) years if eligible for replacement.
 9. The Home Repair Program will consider “Rent-to-Own” eligible assuming the agreement with the existing owner will be paid in full no later than (5) Years after the proposed rehabilitation project and if they



have been living in the home for at least three (3) Years. If the applicant does not meet all of the eligibility criteria as listed above, then the applicant shall be deemed ineligible for services. In the future, if they are able to fulfill all of the program criteria, the applicant will be allowed to reapply for services.

E. Application Selection/Waitlist

Prior to application for funding, the County will pre-screen applicants interested in home rehabilitation repairs by verifying basic eligibility, including income, ownership, and residency requirements. Applicants who meet the criteria of the pre-screen will be sent a formal application and program overview letter. A completed application will be returned with documentation verifying eligibility for the program (proof of income, deed, receipt from most current property taxes paid, and proof of homeowner's insurance). An application will not be considered complete until a fully executed application and all required verification documents are received and all information contained therein has been verified.

Completed applications will be submitted the County of Greene Home Repair Program and the application shall be date and timestamped. All documents will be verified by program staff and income calculated to verify eligibility within five (5) business days from receiving the application.

Should it be determined that the application is incomplete, the County will contact the applicant within five (5) business days via email to advise if any information is missing, incomplete, or unable to be verified. If the applicant indicates on their application that they do not have access to email, a letter will be sent via First Class Mail within five (5) business days of receipt of application to request the missing information. Completed applications will be added to the official waitlist in the order in which they are received.

Income information will be considered valid for a six a (6) month period from the date of application submission. If the applicant remains on the waitlist longer than six (6) months, the applicant will be required to re-certify that their information as contained in their application is correct and the applicant will need to re-submit the most current two (2) months of proof of income to verify continuing eligibility.

Applications that do not meet the income, ownership, or other eligibility requirements will be notified via U.S. First Class Mail within five (5) business days of the receipt of the application. The denial letter will outline the reason(s) for the denial and outline procedures to re-apply if the circumstances that cause the application to be denied should change.

Once the County has received the actual allocation of funding from DCED or funding is available, applicants will be contacted via email (or U.S. First Class Mail in the event that the applicant indicated they do not utilize email) to notify the applicant that funding is available

Projects will then be pulled from the waitlist in "blocks" consisting of 5-15 homes, depending upon available funding at that time. When a block of projects is pulled, a site-specific Environmental Review Record will be performed for each home. Those homes that pass the Environmental Review Record will be scheduled for home inspections & lead, radon, & asbestos testing.

The County approved building inspector will review the results of the home



inspection & lead/radon/asbestos testing and prepare a cost estimate for each home to include lead/radon/asbestos mitigation/abatement if necessary. The program staff will then review assessment data and the cost estimate to determine if the project is

1. Within the After Rehab Value limits, as further described Part F
2. Within reasonable cost of rehabilitating a structure, if it is beyond reasonable rehabilitation and if so the value of replacing a home will be further investigated.

F. Appraised Value Calculation

The after-rehabilitation value of the property is modest and does not exceed 95% of the Value Limits for the area nor exceed the median purchase price of housing in the County (Attachment C&D). The calculation used to make this determination is as follows:

The common level ratio is updated annually and published on the Pennsylvania Department of Revenue's website at www.revenue.pa.gov. The assessed value multiplied by the common level ratio will determine the Pre-Rehab Value of the home.

Secondly, the cost of repairs required to bring the home into code compliance is determined by the home inspector post inspection. Recognizing that not all repairs will add value to the home (some costs may be considered as maintenance), the estimated cost to rehab will be reduced by 50%. The estimated cost of repairs minus 50% is referred to as "Rehab Cost".

The calculated rehab cost plus the pre-rehab value equals the "after rehab appraised value". The after-rehab value must be less than the 95% existing HOME value limits AND lower than the median value of area properties, both of which are updated annually on the HUD Homeownership Value Limits website at <https://dced.pa.gov/download/2021-home-maximum-per-unit-subsidy/>.

Although in some situations the after-rehab value of the property may not exceed the set values it may be determined that the structure is beyond reasonable Rehabilitation. Each structure is reviewed case by case. Most specifically mobile homes, these structures are closely reviewed and cost reasonableness is considered. The program at times will allow a gross investment into a mobile home as the goal of the Home Repair Program is not to increase the value of the homes and although it does, the ultimate goal of the program is to provide a safe code compliance home for low to moderate income individuals to reside. If replacement dollars are budgeted and an inspector determines a structure is beyond reasonable rehabilitation the structure can be replaced. This most commonly occurs with aged mobile homes or structures that should be condemned.

G. Emergency Advancement on Waitlist

Home rehabilitation projects that the program determines to be of an emergent nature may be moved up on the waitlist at the County's sole discretion **if funding is available and if the project entails all code violations being met** Such instances constituting an emergency and thus warranting advancement on the



waitlist may include, but shall not be limited to: CYS Intervention (children need to be removed from the home due to unsafe structural components for which CYS funds cannot facilitate a timely repair for the children to remain in the home), severe Code Enforcement or Health Department citations that will result in condemnation of the home, or other severe structural conditions which pose an imminent life safety threat. Required documentation must be provided and program staff will complete an Emergency Waitlist Advancement Form. Advancement on the waitlist due to an emergency shall not waive any other conditions, requirements, or qualifying factors determining eligibility for the Home Repair Program, including limits on funding available and the ability of the property to comply with the after-rehabilitation value of the property as referenced by attachments C & D.

H. Funding Assistance

The County will provide funding towards rehabilitation work to include mitigation for lead/radon/asbestos, if necessary, as a deferred payment forgivable loan, which will be forgiven if the property is not sold or transferred for at least five (5) years after the rehabilitation is complete. The property must remain the applicant's primary dwelling place during this time. If, in the event where a full replacement can be considered, costs will be reviewed, and handled case by case scenario.

There is no limit on the amount of funds that can be invested into one property; however, there are procedures in place to ensure that the total amount of the established project costs fall below the Value Limits 95% limits as explained in part F, no projects exceeding these limits may be undertaken and costs are reviewed. The cost to rehabilitate a mobile home is specifically reviewed to ensure the costs are not beyond reasonable. It may be found that a replacement mobile home may be better suited than the rehabilitation of older/outdated homes. If replacement dollars are budgeted and an inspector determines a structure can be replaced. This most commonly occurs with aged deteriorating mobile homes or structures that should be condemned.

The Greene County Home Repair Program will review the estimate with the inspector to determine if any items listed can be cost reduced or eliminated and still achieve code compliance. If not, Greene County Home Repair Program may, at their discretion and depending upon funding available at the time, provide additional funding that will be used to do rehabilitation work, replacement, or work related to lead-based paint/radon/asbestos abatement or mitigation, as required.

If a change order is needed due to an omission with the work write-up causing a drastic increase in project cost. If the added cost of the change order does not cause the home's value to exceed the 95% ARV limits, the project will still be eligible and construction may proceed. If it is determined that the value of the property will exceed the established maximum purchase price after rehabilitation, the property will then be considered ineligible for funding assistance.

I. Eligible Activities

The intent of the Greene County's Home Repair Program is to correct housing code deficiencies and comply with all applicable local codes. Housing code deficiencies will be defined by way of the International Property Maintenance



Code with priority focusing on health and safety problems, **Attachment D**. Therefore, property owners will only receive assistance if there are code deficiencies that need to be corrected.

The property must have at least \$1,000 in code deficiencies in order to receive funding assistance. Other activities which may be considered include:

1. Energy conservation measures such as attic insulation, storm windows/doors, caulking around windows/doorways and insulation of basement sill plates. Whenever possible, these improvements will be coordinated with the Action Housing Weatherization Program.
2. Lead-based paint related work and/or radon mitigation.
3. Handicapped barrier removal. The Home Repair Program can complete some handicapped accessibility modifications, but cannot fund projects wherein the main rehabilitation work consists of accessibility modifications. In order to qualify, the rehabilitation work (as identified in the scope of work writeup derived from the home inspection) must comprise at least 51% of the project, as determined by the Program staff and housing inspector. This determination will be made by using the cost estimates identified in the scope of work to determine if at least 51% of the costs associated with the rehabilitation work can be attributed to rehabilitation to meet code requirements that are not directly related to accessibility modifications. Alternatively, there may be other programs designed to address accessibility modifications that may be administered concurrent with Home Repair Program funded repairs in order to make the project eligible.
4. These alternate programs are not administered by the Greene County Home Repair program, and eligibility shall be determined by the administering agency as funding becomes available for those programs.

NOTE: If the local code enforcement officer and the program's housing rehabilitation specialist agree that it is not feasible to eliminate all the major housing code deficiencies (which affect the health and safety of its occupants) and lead hazards, then it shall be the County's policy not to improve that specific housing structure.

J. ADA and Modifications

If the home is occupied by a person(s) with disabilities the Home Repair Program is able to make reasonable accommodations and modifications which include structural changes to interiors or exteriors of dwellings and to common and public use areas.

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Examples include but are not limited to; the installation of a ramp into the home,



lowering the entry threshold of a unit, or the installation of grab bars in the bathroom. Modifications that are necessary to afford such person(s) full enjoyment of the premises.

The Home Repair Program is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person's disability is obvious, readily apparent, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information. If the disability and/or disability-related accommodation is not known or obvious, the provider may request only information that is necessary to evaluate the disability and/or disability-related need for accommodation.

If the homeowner requests ADA modification and all members in the household are under the age of 62, and the disability is not apparent, and verification of a disability cannot be given, the Home Repair Program will not be able to provide these accommodations or modifications.

K. Ineligible Activities

Eligible improvements will not include work that does not contribute to the health, safety and welfare of the homeowner's family or do not materially contribute to the structural integrity or long-term preservation of the unit. Specific ineligible activities for funds will include, but not be limited to:

1. Assisting in the construction or completion of a new dwelling or additional rooms
2. Refinancing of debts.
3. Landscaping when it does not contribute to management of storm water or elimination of threats to the structure
4. Improvements to barns, out buildings and garages (except as noted in the rehabilitation standards, attached).
5. Cosmetic improvements that are not related to code repairs.

NOTE: The County has the right to deem other activities ineligible.

L. Mortgage/Liens

The primary focus of Home Repair Program is to offer assistance to homeowners, which provides them with a safe and comfortable place to live. However, the program is not intended to have homeowners receive such assistance for the purpose of speculative sales of their property.

Therefore, as a measure to discourage this type of activity, the County will enforce this program stipulation through the recording of a mortgage note & lien recorded against the property for a period of five (5) years from the date of completion of the rehabilitation project. Mortgages are the amount of the project's cost estimate but without consideration of cost inflation due to the use of state prevailing wage



rates. The total principal of any outstanding loans shall be called due in the event of a sale in accordance with the following schedule:

SELL WITHIN	REPAY
First year after receipt of financing	100%
Second year after receipt of financing	80%
Third year after receipt of financing	60%
Fourth year after receipt of financing	40%
Fifth year after receipt of financing	20%

M. Mortgage/Liens Stipulations

The Home Repair Program cannot be a third-party mortgage or lien holder.

If the home has a current mortgage or lien the Home Repair Program will require the statements that outline the amount paid on said mortgage/lien, the amount owed, and if payments are delinquent. If the mortgage or lien is delinquent the Home Repair Program cannot proceed with the rehabilitation. With this information it will then be determined if as a second mortgage holder is in the best interest of the homeowner and the County of Greene. The amount remaining on the mortgage/lien and estimated cost of the intended rehabilitation should not exceed an appraised value of the home. In an event that the homeowner would default the collected money is distributed to the lienholders in the order of the originating debts' dates. Once the first lienholder is paid in full, if there's anything left, then the second lien is paid. If the sale price is insufficient to cover the liens, the homeowner still owes the outstanding amount. Due to the low-income requirement of the program the payments cannot become a detriment to the family's standard of living.

NOTE: The County has the right to waive on a case-by-case basis the repayment stipulation in the case of hardship. In addition, the County at its discretion will consider becoming the third lienholder and would be determined following the same process as second lienholder.

N. Unexpected Circumstances

In the event of a homeowners death, a homeowner relocates due to age or disability, or other unexpected event that would cause the homeowner to move from the residence the County of Greene may require heirs to repay the mortgage for rehabilitation costs. If the heir decides a family member will live in the home the mortgage can be taken over. If the family member meets the income guidelines the mortgage can continue and expire at the end of the mortgage period. If the family member is not income eligible, they must repay the amount of the mortgage as outlined in part (L). In lieu of monthly payments, they may sell the home to pay the remaining mortgage.

O. Bidding

All projects shall be bid by contractors that have either been preapproved by Greene County or have furnished all required evidence of eligibility with bid. Request for Proposals must be sent to at least 3 contractors.



The lowest reasonable bid will be recommended to the homeowner for selection. If only one bid is received, the Home Repair Program should re-bid the project. If, after re-bidding, there is still only one bid received, that bid shall be approved using the same standards as if it were the lowest bid. The file should then document the procurement procedures and outline processes used to solicit bid to show due diligence all which include Minority and Woman Owned Business Enterprise solicitation.

Sealed bids and all supporting licenses/certifications shall be submitted to the County of Greene Controller's office, at the address, date, and time listed on the published Requested for Proposals. If the contractor has already submitted these documents and is included on the Greene County Approved Contractor's list, they do not need to resubmit these documents with each bid.

The Controller's office shall tabulate bids received and review the cost estimate. Bids must be within 80% to 120% of the cost estimate. If bids are outside of this range, the proposal and estimates can be reviewed and discussed with the Contractor to gain a better understanding of the project. If the contractor disagrees the cost estimates should be further examined. If modifications are necessary the project must be rebid. If the estimates are reasonable but the contractor's bid is not within the range further discussion can take place with the contractor but if contractor negotiations still do not result in the bid falling in the 80% -120% range, the bids are rejected, letter sent to the contractor(s), and the project must be re-bid.

P. Mobile Homes Policy

Under the County's Home Repair Program, mobile homes can be considered for rehabilitation assistance.

REQUIREMENTS: To be eligible to receive rehabilitation assistance, a mobile home must be considered as part of the permanent housing stock. To be considered as such, the mobile home must be connected to major available utilities. The trailer hitch and wheels must also be removed from the home or be on piers. Additionally, the mobile homeowner must own the land on which the trailer is located or have a long-term lease based on the affordability period, meaning that the lot lease or land lease shall terminate no sooner than 5 years from the date of mortgage recording or ten (ten) years to be considered for replacement.

Once a mobile home is determined to be part of the permanent housing stock, it may receive the same type of rehabilitation assistance as conventional residential structures.

In some cases, the cost to rehabilitate a mobile home is determined to be beyond reasonable rehabilitation. It may be found that a replacement mobile home may be better suited than the rehabilitation of older/outdated homes. If replacement dollars are budgeted and an inspector determines a structure can be replaced. This most commonly occurs with aged deteriorating mobile homes or structures that should be condemned.

Q. Duplex Policy



For the purposes of this program, a duplex is defined as a single structure/home having two separate entrances on one lot or parcel that share a wall, roof, and may share other common features such as porches, yards, etc. To be eligible for home rehabilitation through this program, the applicant must own both sides of the duplex, and the duplex will be treated as a single structure, with the entire residence being eligible for rehabilitation if the applicant and structure otherwise qualifies. If the other side is vacant, the family must agree that the vacant side will not be rented or sold during the five-year period that the applicant is under contract and the lien remains on the property.

If the applicant/family lives in one side of the duplex and rents out the other side, only the side the applicant resides in is eligible for rehabilitation. Greene County reserves the right to decline a rehabilitation project if it is determined that the home cannot be brought into code compliance if rehab is only performed on one side of the duplex. For example, if the roof is collapsing and needs a complete replacement to be determined compliant, the project would not be approved.

R. Binding Nature of Construction Agreement

In the event of death of owner/occupier after the commencement of construction, the construction agreement shall remain in effect and shall insure to the benefit of the owner's heirs, successors, and assignees if they continue to own and live in the home and are income eligible. Further clarification is provided in part (L) and the mortgage and promissory note.

Homeowner shall have 72 hours to withdraw from the contract once it is signed. This withdrawal shall be in writing.

S. Access to Public Information

Citizens who wish to gain knowledge regarding the residents who have received assistance under Greene County's Home Repair Program may do so by requesting this information in writing from Planning and Community Development Department. This information is limited to the beneficiary's name and address, the dollar value of rehabilitation assistance received, and a summary of improvements. However, personal financial information on the applicant/beneficiary, such as sources of income and amounts, will not be disclosed.

T. Conflict Resolution

Should a conflict arise during the course of the project, the homeowner shall contact the assigned Rehabilitation Specialist. If a mutually agreed upon resolution cannot be reached, the Program Director, telephone number (724) 852-5260, shall be contacted and a meeting of all concerned parties will be scheduled. Should this fail to resolve the issue, a meeting with the Greene Community Development Block Grant/HOME Investment Partnership Program (CDBG/HOME) will be scheduled by the Housing Coordinator at a time agreed upon by all interested parties.

If an agreement is not reached after the meeting with the CDBG/HOME Director, the issue shall be turned over to arbitration, per the signed Property Owner/Contractor Rehabilitation Agreement.



U. Temporary Relocation During Construction

Although the contractor will make every attempt during rehabilitation to minimize disruptions to the homeowners, there may be times that the occupants may need to leave the premises during rehabilitation work. In these cases, the homeowner is expected to make a conscientious effort to find temporary housing during this period with a friend or family member. If the homeowner cannot secure housing for any period for which they are required to vacate the premises, the Greene County Home Repair Program staff will coordinate with Greene County Human Services and/or other services to secure temporary housing.

V. Filing Fees

The County will pay for the filing fees at the Greene County Courthouse to record the mortgage. There will be no cost to satisfy and the mortgage will automatically cancel at the five (5) or ten (10) year period. Other professional services will be covered by the Home Repair Program

W. Program Income Reuse

1. Terminated Projects: A Home Repair Program assisted project that is terminated before completion, either voluntarily or involuntarily, constitutes an ineligible activity, and the participating jurisdiction must repay any Home Repair Program funds invested in the project to the participating jurisdiction's HOME Investment Trust Fund in accordance with § 92.503(b). Any project that does not meet the Home Repair Program requirements for affordable housing (affordability provisions, income targeting, property standards, etc.) must repay Home Repair Program funds expended for the project.
2. Program income must be used in accordance with the requirements of the Home Repair Program rules as stated in 24 CFR 92.503. Program Income must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the subrecipient (grantee) to retain the Program Income for additional Home Repair Program projects pursuant to the written agreement required by 24 CFR 92.504. Contracts with Home Repair Program funds allow grantees to retain program income subject to all requirements per 24 CFR 92.504.
3. Any grantee without an executed, current contract with Home Repair Program funding must either:
 - a) Return all unencumbered Program Income to the State, or;
 - b) Home Repair Program income and recaptured funds will be issued as grants to eligible clients.
 - c) Home Repair Program income and recaptured funds may not be issued as loans.

Repayments of Home Repair Program funds (such as money repaid to the Grantee through deferred and amortized loan payments) are considered program income. **Program income must be accumulated, reported and then receipted by DCED before it can be spent.** Grantees must have a mechanism in place to track both the receipt and source of the funds by activity number. Program income must be tracked through financial ledgers or on software-based spreadsheets.



An Annual Program Income Report is required to be filed annually with the DCED listing the:

- (a) Address Program Income received;
- (b) Activity number and contract funds received

X. Rentals

In cases where a part of the home to be rehabilitated is being rented by the homeowner to a tenant, the homeowner may be responsible for a prorated portion of the rehabilitation costs. The rental unit will need to be brought up to the standards of the rehabilitation program. The costs to rehabilitate the rental unit will be escrowed at the time of contract signing.

The homeowner will not be allowed to rent out a portion of the property during the five (5) year mortgage period if it is not designated as a rental at the time the project is approved.

Y. Conflict of Interest

No person who is an employee, agent, consultant, officer, or elected official or appointed official of Greene County or recipient that are receiving Home Repair Program funds of this section, who exercise or have exercised any functions or responsibilities with respect to activities assisted with Home Repair Program funds, or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a Home Repair Program -assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The conflict-of-interest provisions above apply to any person. Greene County will utilize the Conflict-of-Interest Policy to identify and report conflicts of interest. The policy appears herein as **Attachment D** and an example **Attachment E**

Z. Definitions

1. Conflicts Prohibited – No person(s) described in Paragraph 2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with Home Repair Program funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a Home Repair Program -assisted activity, or has 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.
2. Persons Covered – The conflict provisions of Paragraph 1 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, state recipient, or subrecipient who is receiving Home Repair Program funds.
3. Exceptions: Threshold Requirements – Upon the written request of the participating jurisdiction, HUD and/or the Department of Community and



Economic Development (DCED) or its successor may grant an exception to the provisions of Paragraph 1 of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the HOME Investment Partnership Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

- (a) 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
 - (b) An opinion from the County's attorney that the interest for which the exception is sought would not violate state or local laws.
4. Factors to be Considered for Exceptions – In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of Paragraph 1 of this section, HUD and/or DCED or its successors will consider the cumulative effect of the following factors, where applicable:
- (a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - (b) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiary of the assisted activity, and the exception will permit such person(s) to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (c) Whether the affected person(s) has withdrawn from his/her functions or responsibilities or the decision-making process with respect to the specific assisted activity in question;
 - (d) Whether the interest or benefit was present before the affected person was in a position as described in Paragraph 2 of this section;
 - (e) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (f) Any other relevant considerations.

5. Reporting Conflicts to DCED

Greene County has established safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those whom they have family, business, or ties. (2CFR 200.112 Conflict of Interest) if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the County of Greene as soon as possible the existence of any actual or potential



conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the County of Greene does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the County of Greene. (Greene County Employee Handbook Section 10.3) The County shall abide by Title 18, United States Code, Section 1001 which makes it a crime to: 1) knowingly and willfully; 2) make any materially false, fictitious or fraudulent statement or representation; 3) in any matter within the jurisdiction of the executive, legislative or judicial branch of the United States.

If it is determined that a conflict exists, Greene County will document the conflict as described above and retain the information in the file available for DCED review. Also outlined within **Attachment D**.



Attachment A - Part 5 (Section 8) Income Inclusions and Exclusions

24 CFR 5.609(b) and (c)

Examples included in parentheses have been added to the regulatory language for clarification.

INCOME INCLUSIONS:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;**
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;
- (6) Welfare Assistance.
 - (a) Welfare assistance received by the family.
 - (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in



accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
 - (8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
 - (9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income. *(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)*

INCOME EXCLUSIONS:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);



- (8)
- (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);
 - (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
 - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time; or
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program.
- (9) Temporary, nonrecurring, or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
- (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. *NOTE: the following is the updated list from the Federal*



Register dated May 20, 2014.

The following is a list of income sources that qualify for that exclusion:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (e.g., employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- (c) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c]);
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);
- (f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
- (g) The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
- (h) Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1407-1408), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-11, section 327) (as amended);
- (i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056g) (e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program);
- (j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- (k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);
- (l) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);



- (m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32[l]);
- (n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- (o) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);
- (p) Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05) children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1821), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- (q) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);
- (r) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- (s) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1780(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- (t) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990(25 U.S.C. 1774f(b));
- (u) Deferred amounts from Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
- (v) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
- (w) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
- (x) Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- (y) Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust



Settlements" (25 U.S.C. 117b(a)); and

- (z) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by the States, local government, and disaster assistance organizations (42 U.S.C. 5155(d)).

Part 5 (Section 8) Asset Inclusions and Exclusions

ASSET INCLUSIONS:

- (1) Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets;
- (2) Cash value of revocable trusts available to the applicant;
- (3) Equity in rental property or other capital investments. Equity is the estimated current fair market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., penalties or broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects;
- (4) Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts;
- (5) Individual retirement, 401(K), and Keogh accounts (even if withdrawal would result in a penalty). While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment. After retiring or terminating employment, count as an asset any amount the employee elects to receive as a lump sum;
- (6) Annuity where the applicant has the option of withdrawing a balance (even if withdrawal would result in a penalty);
- (7) Retirement and pension funds;
- (8) Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy);
- (9) Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.;



- (10) Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, cash from sale of assets, victim's restitution, insurance settlements, and other amounts not intended as periodic payments;
- (11) Mortgages or deeds of trust held by an applicant; and
- (12) Assets disposed of for less than fair market value (e.g. property) when the fair market value of all assets given away during the past two years exceeds the gross amount received by more than \$1,000.

ASSET EXCLUSIONS:

- (1) Necessary personal property, except as noted in number 9 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities;
- (2) Interest in Indian trust lands;
- (3) Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset;
- (4) Equity in cooperatives in which the family lives;
- (5) Assets not accessible to and that provide no income for the applicant;
- (6) Term life insurance policies (i.e., where there is no cash value);
- (7) Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation;
- (8) Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation;
- (9) IRA, Keogh, and similar retirement savings accounts where benefits are being received through periodic payments; or
- (10) Lump sum payments where the money is used for something that is not an asset— e.g. a car or a vacation or education.

Attachment B Appraised Value Calculation

REV GPCPD 10.05.2022

Appraised Value Calculation		
For the Following Property Listed Below		
Name	_____	
Street Address	_____	
Number of Bedrooms	_____	
Common Level Ratio (CLR)		
As determined by State Tax equalization Board	2.19	
Times(x)		
Assessed Value (from County Tax Assessors Office)	_____	
Equals (=)		
Pre-Rehab Value	\$ -	
Plus (+)		
Cost of Rehabilitation	_____	
Reduced to consider only amount of project cost which will add value per program guidelines	\$ -	
Equals (=)		
After Rehab Appraised Value -	\$ -	
After Rehab Value cannot be more than 95% of Value Limits for the Area		
95% Value Limit is	FALSE	
Median Value of Property for the Area is	FALSE	
Does After Rehab Appraised Value exceed 95% Value Limit	NO	
Does After Rehab Appraised Value exceed Median Value	NO	
Bedrooms	Section 234 Elevator Basic Limit	2022 HOME Per Unit Limits 240% of Basic Limit*
0	\$ 66,564.00	\$ 159,754.00
1	\$ 76,305.00	\$ 183,132.00
2	\$ 92,789.00	\$ 222,694.00
3	\$ 120,039.00	\$ 288,094.00
4+	\$ 131,765.00	\$ 316,236.00



Attachment C - Rehabilitation Standards

The following Housing Rehabilitation Guidebook June 2022 reviews the rehabilitation standards. The following section will detail the Department of Community and Economic Development's standards for existing owner-occupied housing rehabilitation. Grantees, at a minimum, must ensure all rehabilitation meets the department's standards. A local building code, which is more stringent than the department's standards, must be adhered to.

Applicable Codes and Regulations

The intent of the program is to ensure all rehabilitations are completed in full compliance with the following statutory and regulatory requirements:

- PA Uniform Construction Code (UCC)
- Locally adopted Municipal Zoning and/or Property Maintenance Codes
- HUD Uniform Physical Condition Standards (UPCS)
- National Fire Protection Association Life Safety Code
- HAZMAT: HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- HUD requirements for specific programs
- HUD Environmental Review
- Section 106 Historic Review by State Historic Preservation Office Review (SHPO) if required by SHPO guidelines
- Manufactured Home Construction and Safety Standards

The following codes, while not required, shall be complied with, if financial resources are available for a specific project:

- Energy: International Energy Conservation Code
- Accessibility: American National Standards Institute A117.1 (per Uniform Construction Code)

Materials

All materials used for housing rehabilitation will be at minimum, mid-grade quality. If a material is prescribed within the housing rehabilitation standards, grantees are permitted to use a comparable material, as long as it meets code requirements and the housing rehabilitation standard.

Changes in materials (i.e. roofing, gutters, windows, etc.) require consultation with the State Historic Preservation Office (SHPO) if building is determined to be 50 or more years in age.

Inspections

Inspections will be required at the following intervals:

25 percent of work
completed 50 percent of
work completed 75
percent of work completed
100 percent of work
completed

In addition, if, in the opinion of the inspector, an inspection is warranted due to the nature of the work, then the inspection will take place. Evidence of all inspections will include, but is not limited to, inspection reports and time-stamped photographs.



Permit Requirements and Exemptions

The following requirements are located in the Uniform Construction Code (UCC) §403.62:

- a. An owner or authorized agent, who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a residential building or erect, install, enlarge, alter, repair, remove, convert or replace an electrical, gas, mechanical, or plumbing system regulated by the Uniform Construction Code shall first apply to the building code official and obtain the required permit under §403.62a (relating to permit application).
- b. An emergency repair or replacement of equipment may be made without first applying for a permit if a permit application is submitted to the building code official within 3 business days of the repair or replacement.
- c. A permit is not required for the exceptions listed in §403.1(b) (relating to scope) and the following, if the work does not violate a law or ordinance:
 1. Fences that are not more than 6 feet high.
 2. Retaining walls that are not over 4 feet in height measured from the lowest level of grade to the top of the wall unless the wall supports a surcharge.
 3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
 4. Sidewalks and driveways that are 30 inches or less above adjacent grade and not placed over a basement or story below it.
 5. Prefabricated swimming pools that are less than 24 inches deep.
 6. Swings and other playground equipment accessory to a one-or two-family dwelling.
 7. Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support.
 8. Installation of an uncovered deck where the floor of the deck is no more than 30 inches above grade.
 9. Installation or rearrangement of communications wiring.
- d. An ordinary repair does not require a permit. The following are not ordinary repairs:
 1. Cutting away of a load-bearing wall, partition, or portion of a wall.
 2. The removal or cutting of any structural beam or load-bearing support, this includes the chassis under a manufactured home.
 3. The removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements.
 4. The addition to or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical.
- e. A permit is not required for the installation, alteration or repair of generation, transmission, distribution, metering or other related equipment that is, by established right, under the ownership and control of public service agencies.



Repair/Replacement Standards

HEALTH AND SAFETY	
Contaminants	
Repair Standard	Minimum Life: 5 years
N/A	
Replacement Standard	
<p>In an ongoing effort to maintain safe and healthy indoor air quality, the use of products and components that contain low levels of VOC's (volatile organic compounds) will be required. Materials utilized in the construction process that generally contain moderate levels of VOCs may include; sealants, paints, caulking, adhesives, plywood, pressed wood products and carpets.</p> <p>Manufacturers typically label or provide information regarding low VOC compliance with the distribution of their products. Several entities that maintain information regarding VOCs and product testing (including respective links) are listed below for reference.</p> <ul style="list-style-type: none"> • VOC Green Program; provides third-party verification services to wood industry and consumer. www.vocgren.com • Green Seal; provides environmental certification standards to assist manufacturers, purchasers and consumers. www.greenseal.org • US Environmental Protection Agency (EPA); Federal agency regulating and providing oversight to protect human health and the environment. www.epa.gov 	
Lead-Based Paint (LBP)	
Repair Standard	Minimum Life: 5 years
<p>For all houses constructed prior to 1978—four (4) floors, two (2) window sills and two (2) window troughs (all randomly selected) plus a blank sample must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust wipe test for lead content as per the protocol in the HUD Guidelines. Lead-safe work practices must be followed. In situations where abatement is required, only contractors certified in remediation and abatement will be authorized to perform the work. For more information, please view HUD's website.</p>	
Replacement Standard	Minimum Life: 20 years
<p>When stabilization of surfaces containing Lead-Based Paint is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing Lead-Based Paint may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing Lead-Based Paint may be removed and replaced with similar materials. Lead-safe work practices must be followed. In situations where abatement is required, only contractors certified in remediation and abatement will be authorized to perform the work. For more information, please view HUD's website.</p>	
Asbestos	
Repair Standard	Minimum Life: N/A
<p>Asbestos materials that are not brittle or crumbling to the extent of creating a hazard such as exterior siding consisting of Portland cement and asbestos fibers, may be left intact and painted, if appropriate. Vinyl-asbestos-tile (VAT) flooring tiles, installed in many U.S. homes from approximately 1930 until 1980, may remain if deemed to be sound and intact. If new flooring is to be installed in areas of the home where sound and intact VAT flooring tile exists, the subject area may be covered with new flooring material and applicable underlayment.</p>	
Replacement Standard	Minimum Life: N/A
<p>Deteriorating asbestos components such as boiler or pipe insulation, cement asbestos siding or vinyl-asbestos-tile (VAT) flooring will be removed and properly disposed of replaced and with suitable non-hazardous materials.</p>	



Radon	
Repair Standard	Minimum Life: 5 years
All housing in this program will be subject to radon testing, laboratory certification and, if required, mitigation requirements as regulated by the PA Department of Environmental Protection (DEP). All testing services, laboratory certification and mitigation activities performed under this program must be conducted by individuals or entities having the appropriate certification(s) as administered by DEP.	
Replacement Standard	Minimum Life: 20 Years
If, as a result of the testing above, there is a presence of Radon at or above the 4 pCi/L level, remediation and mitigation will be performed by an individual or entity with the appropriate certification and constructed in compliance with the PA Department of Environmental Protection regulations.	

Mold	
Repair Standard	Minimum Life: N/A
Visual inspections for mold will be performed and, if detected, steps taken to reduce exposure by preventing and controlling excessive moisture. When repairs or corrections are required for remediation, reference should be made to "Steps to Remove Mold" found in the NCHH (National Center for Healthy Housing) Healthy Housing Solutions found by accessing their on-line publications. www.nchh.org	
Replacement Standard	Minimum Life: N/A
Upon identification of a mold problem, remediation of the moisture source must be managed. Mold may be cleaned in areas of non-porous and semi-porous materials (i.e.; metals, glass, hard plastics, wood and concrete) where determined possible to do so. In areas where mold has been found in porous materials (i.e; fabrics, ceiling tiles, insulation and wallboard), removal and appropriate cleanup will be conducted. The NCHH (National Center for Healthy Housing) provides information outlining potential impact and criteria to help identify, test, reduce exposure and remove/remediate mold hazards.	

Fire Safety-Egress	
Repair Standard	Minimum Life: N/A
N/A	
Replacement Standard	Minimum Life: N/A
Egress windows are required in all new sleeping areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20" wide by 24" high, and have a clear opening of 5.7 square feet. No bedrooms should be created in attics or basements unless compliance with the PA Uniform Construction Code is met.	

Smoke and Carbon Monoxide Alarms	
Repair Standard	Minimum Life: 5 years
Existing smoke and carbon monoxide alarms must be maintained in operating condition. Installation of additional detectors may be required to meet standards for location and placement. www.nfpa.org	
Replacement Standard	
When walls are open and wiring is exposed, hardwired smoke alarms are required on each dwelling floor and in all bedrooms. Carbon monoxide detectors are required in homes that contain fuel burning equipment and appliances or have an attached garage. In lieu of hardwired alarms, units with wireless interconnect capability may be installed.	



SITE**Grading**

Repair Standard	Minimum Life: 5 years
When required construction activity results in necessary repairs or modifications to grading adjacent to the building foundation, it should have a minimum 1/2" per foot slope away from the perimeter to direct all drainage from the structure and alleviate moisture infiltration. All bare and disturbed areas will be restored or reseeded as necessary.	
Replacement Standard	
Same as Repair	

Outbuildings

Repair Standard	Minimum Life: 5 years
If an accessory building has deteriorated to the point where it is deemed to be a potential threat to health, safety and welfare, the structure will be removed. If the outbuilding is structurally sound but requires repairs to correct potential hazards, the grantee may invest funds to repair if deemed financially feasible.	
Replacement Standard	
No outbuilding replacement is permitted in this program.	

Fencing

Repair Standard	Minimum Life: 5 years
If repairs are needed, replacing sections in-kind is permissible, if deemed financially feasible.	
Replacement Standard	
Same as Repair.	

Paving and Walks

Repair Standard	Minimum Life: 5 years
Paving required to facilitate access to the residence, such as front sidewalks and driveways where defects or unsafe conditions exist, will be repaired as necessary. Highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Unrepairable essential walks and driveways will be replaced with permeable paving or concrete per local ordinance, when financially feasible. Pressure treated wood and/or wood composite handicapped accessible ramps are an eligible expense.	

Trees and Shrubbery

Repair Standard	Minimum Life: 5 years
Plant material, that due to location or condition has become unsafe or detrimental to the structure, shall be trimmed, cut or removed as required to mitigate the hazard.	
Replacement Standard	
N/A	



Lawn (DR Only)	
Repair Standard	Minimum Life: 1 year
Bare sections of lawn or areas damaged due to storm event, or disturbed due to construction activity, will be restored and planted with seed varieties conducive to the geographic area and current property conditions. http://pubs.cas.psu.edu	
Replacement Standard	
Same as Repair	

EXTERIOR BUILDING SURFACES	
Exterior Cladding*	
Repair Standard	Minimum Life: 5 years
Siding and trim must be structurally intact and weatherproof. All exterior wood components where deteriorating paint is present will be scraped and primed as necessary and have a minimum of one continuous coat of paint. Buildings designated as historic will have existing wood siding and trim repaired in-kind. New exterior wood will blend with existing and will be primed and painted. Alternate siding materials may be permitted in some instances for historic buildings. "Section 106" consultation is required whenever a new material exterior cladding is proposed for buildings over fifty (50) years of age. Use of a water resistive barrier is required under all newly installed siding and where feasible in areas of repair or replacement	
Replacement Standard	
Buildings not designated as historic may have exterior components replaced or repaired with alternate siding materials to match or blend with the structure's existing style and configuration. If replacing soffit, selected materials should be complimentary to other exterior elements and will be of design to support home air ventilation.	

Exterior Porches**	
Repair Standard	Minimum Life: 5 years
Deteriorated concrete porches will be repaired when possible. Unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood or exterior grade wood composite materials	
Replacement Standard	
Porches on buildings, designated as historic, will be rebuilt to conform closely to historically accurate structures in the neighborhood. Replaced wood structural components will be pressure-treated. The use of exterior grade wood composite or like materials will be permitted for decking, support columns, railing and trim elements if not cost prohibitive. All work performed or elements added to existing porch structures will comply with the PA Uniform Construction Code.	

**When financially-feasible and materials are available, grantees are encouraged to use composite material and/or mold-resistant material, especially in high moisture areas.*

***Caution should be exercised when replacing decking over a crawl space or basement. Need to ensure water does not enter into property after completion.*



Exterior Railings**Repair Standard**

Minimum Life: 5 years

Existing handrails will be structurally sound. Guide rails are required on any accessible area with a walking surface over 30" above finished grade. Structurally sound and compliant railings may be repaired as necessary. On historic structures, railing repairs will be historically-sensitive.

Replacement Standard

Handrails will be present on at least one side of all exterior steps or stairs with more than two risers and on the exterior perimeter of porches or platforms when finished floor level exceeds 30" above finished grade. Style and aesthetics of newly constructed handrails and guide rails will conform to the style of similar components of the homes in surrounding neighborhood. On historic designated structures, new railings will be constructed of materials and in design - sensitive to this designation and any applicable architectural guidelines.

Exterior Steps and Decks**Repair Standard**

Minimum Life: 5 years

Steps, stairs, landings and porch decks will be structurally sound, reasonably level, with smooth and even surfaces required to maintain safe pedestrian use. Any necessary repairs will match and/or complement existing design and materials.

Replacement Standard

In non-historic structures, wood decking may be replaced with 5/4" x 6" pressure-treated wood and steps will be constructed from nominal 2" pressure-treated lumber. The use of exterior grade wood composite materials is permitted when not cost prohibitive. On historic structures, new wood decking will be 3/4" clear tongue and groove fir, primed on all 6 sides before installation.

Exterior House Numbers and Mailboxes**Repair & Replacement Standard**

Minimum Life: 5 years

All properties will have street address numbers installed on the house near front entry or on the mailbox in rural delivery areas. In all cases, address numbers should be of size and location where they easily are visible.

FOUNDATIONS AND STRUCTURES**Fire Separation****Repair Standard**

Minimum Life: 5 years

Fire separation or common walls will be maintained without cracks and plaster or wallboard deterioration.

Replacement Standard

When frame walls and floors, adjoining other dwellings are gutted, new wall finish installations will conform to the PA Uniform Construction Code requirements for fire ratings where applicable.

Foundations**Repair Standard**

Minimum Life: 15 years

Foundations will be repaired to be structurally sound, reasonably level, and free from movement.

Replacement Standard

Foundation work beyond the repair standard, must comply with the PA Uniform Construction Code.



Structural Walls

Repair Standard	Minimum Life: 15 years
Structural framing and masonry will be free from visible deterioration, rot, or serious termite damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and significant structural damage and its cause will be corrected.	
Replacement Standard	
New structural walls will be designed and constructed to integrate with existing, but all structural elements must be of size and design to meet load and bearing requirements in compliance with the PA Uniform Construction Code. Newly constructed exterior structural walls must also be sheathed and insulated per UCC requirements.	

WINDOWS AND DOORS

Interior Doors

Repair Standard	Minimum Life: 5 years
Baths and occupied bedrooms will have operating doors and lock sets.	
Replacement Standard	
Interior doors will be hollow-core, medium density fiberboard (MDF), of design and style to coordinate with existing. Interior doors serving bedroom and bathrooms shall include a minimum ANSI/BHMA Grade 2 lockset.	

Exterior Doors

Repair Standard	Minimum Life: 5 years
Exterior doors* will be solid core and weather tight. The door and hardware must function properly. If the existing entry door does not have a deadbolt, one must be installed having a minimum ANSI/BHMA Grade 2 rating.	
Replacement Standard	
Replacement doors (4) will be solid core with weather stripping and air seal at perimeter and sill. Any glazing must be insulated, double pane glass. Installation must include an exterior lockset and deadbolt, keyed alike, having a minimum ANSI/BHMA Grade 2 rating.	

Windows

Repair Standard	Minimum Life: 5 Years
All existing windows will open and operate in the manner for which they were originally intended and able to be locked and secured.	
Replacement Standard*	
Windows deemed to be inoperable or unable to be repaired may be replaced with units constructed of vinyl or other alternate material and have and insulated glass. Replacement windows will meet ENERGY STAR certification requirements for the North climate regions. Windows on key facades of historically-sensitive properties will be replaced with units constructed of wood or other like material when locally approved.	

When the replacement of exterior doors or windows is proposed of alternate material (such as fiberglass door to replace wood or vinyl replacement windows) on structures over 50 years old, **Section 106 review is required. For historic structures, the repair of original wood doors and windows is encouraged. In the event exterior door or window replacement is unavoidable on historic buildings, the new units should be of matching design, appearance, placement and material if possible.*

*Alternate material units may be utilized for some historic buildings upon consultation with the **DCED Historic Preservation Specialist**.*



Basement Windows

Repair Standard	Minimum Life: 5 years
Existing basement windows left intact must be operable and able to be secured. When possible, it is desirable to have at least 2 operable basement windows to provide adequate ventilation.	
Replacement Standard (see ** on previous page)	Minimum Life: 5 years
Basement windows below grade that are deemed inoperable or unable to be repaired, may be replaced with hopper or sliding glass units manufactured of vinyl or other alternate material. If windows are in a conditioned basement area, the glass must be of insulated type and meet ENERGY STAR certification requirements for the North climate regions.	

ROOFING

Flat and Low-Slope Roofing

Repair Standard	Minimum Life: 5 years
Built-up roofing where no leaks are evident will be re-coated and any flashing, built-in gutters and/or roof penetrations (such as plumbing vents) will be repaired if their minimum life is questionable.	
Replacement Standard	
Installation of an EPDM or functionally equivalent roofing membrane and underlayment as specified by the roofing material manufacturer shall be required	

Pitched Roofs (2/12 or greater)

Repair Standard	Minimum Life: 5 years
Flashing or shingles in disrepair or in areas where leaks are detected may be repaired when roof is otherwise sound and functional. Slate, metal and tile roofs will be repaired when possible. Roof penetrations no longer being utilized or the presence of rooftop mounted equipment (such as antennas) will be removed at the owner's discretion.	
Replacement Standard	
Roofing shingles shall be of fiberglass -asphalt composition with a Class A (UL790) fire rating and include a minimum 25-year ltd. transferrable warranty issued by the manufacturer. Shingle underlayment of a minimum #15 roofing felt (water repellent breather type cellulose fiber) must be installed over a clean and structurally sound roof decking. The utilization of starter strips, leak barriers, flashing and drip edging, as well as, the means of attachment of the roofing shingles and all other applicable materials must comply with the manufacturer's specifications necessary to validate the warranty and insure overall integrity and durability of the complete roofing system.	
Ridge ventilation will be installed at all ridge locations after proper modifications are made to the ridge board and/or roof sheathing so that the ridge vent will function as designed. In situations where it is deemed unfeasible to install, or the roof design will not allow for a sufficient amount of ridge venting, the installation of other vent types will be required (i.e.; gable louvers, mechanical or power vents)	

Gutters and Downspouts

Repair Standard	Minimum Life: 5 years
Gutters and downspouts must be in good repair, leak-free, and collect storm water from all lower roof levels. Storm water must be directed away from the building perimeter to prevent water from entering the structure and alleviate the potential for damage to the foundation.	
Replacement Standard	
Gutters and downspouts will be installed and collect storm water from all lower roof levels. Splash blocks and/or downspout extensions will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure.	



INSULATION AND VENTILATION**Infiltration (CDBG-DR Only)**

Repair Standard	Minimum Life: N/A
Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam. In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard. Ensure continuous unbroken air barrier surrounding all conditioned space and align insulation completely and continuously with the air barrier.	
Replacement Standard	
As stated in Repair Standard.	

Whole House Ventilation (CDBG-DR Only)

Repair Standard	Minimum Life: 5 years
Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.	
Replacement Standard	
As stated in the Repair Standard.	

Insulation (CDBG-DR Only)

Repair Standard*	Minimum Life: N/A
Attics: For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.	
Floors: Install minimum R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.	
Replacement Standard	Minimum Life: 20 Years
As stated in Repair Standard.	

Bath Ventilation

Repair Standard	Minimum Life: N/A
N/A	
Replacement Standard	Minimum Life: 10 Years
Bathrooms which include a shower and/or bathtub must incorporate the use of a bathroom ventilation fan capable of exhausting a minimum of 80 cfm to the exterior of the home. Fan to be controlled by a wall mounted switch/timer control.	

**As designated in HUD CPD Green Building Retrofit Checklist, a complete copy of which is included in entirety as an addendum. Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.*



Kitchen Ventilation

Repair Standard

Minimum Life: 5 years

All kitchens must have functioning mechanical ventilation above or adjacent to the range/cooking surface. The fan must be capable of producing air movement no less than 160 cfm.

Replacement Standard

All kitchens will have mechanical ventilation producing a minimum of 160 cfm and must exhaust to exterior of the home. All venting duct will be constructed of heavy gauge galvanized metal, air tight with mastic-sealed seams (no duct tape) and terminated with an exterior vent cap appropriate for selected location. If deemed unfeasible to provide ventilation to exterior of home, a non-vented range hood with ventilation fan capable of providing 160 cfm may be utilized. If a non-vented kitchen fan/range hood is determined to be the viable alternative, the unit must incorporate a ductless venting filter to aid in the removal of smoke and odors created as a byproduct of cooking.

Roof Ventilation

Repair Standard

Minimum Life: 5 years

1 square foot of free venting must be supplied for every 300 SF of area directly under the roof.

Replacement Standard

The venting requirement is the same as with the Repair Standard above with a strong preference for a combination of ridge vents, soffit vents and the one perm-rated ceiling required for the 1 to 300 ratio.

INTERIOR STANDARDS

Interior Walls and Ceilings

Repair Standard

Minimum Life: 5 years

Holes, cracks and deteriorated or damaged areas of wallboard or plaster will be repaired as necessary. All visual surfaces will be stabilized to minimize lead paint hazards using premium vinyl acrylic paint.

Replacement Standard

When necessary, plaster will be replaced by 1/2" gypsum board. Fire-rated assemblies will be specified on a project-by-project basis as required by the PA Uniform Construction Code.

Flooring

Repair Standard

Minimum Life: 5 years

Bathroom, kitchen and other moisture-prone floor areas will have moisture -resistant flooring intact and in sound condition. Damaged areas, or where hazards may exist, will be repaired. Existing wood floors in rooms other than kitchens or baths, may be repaired and refinished when determined to be viable and in sound condition.

*Basement floors will be continuous concrete at least 3-1/2" thick. (*CDBG-DR Only).

Replacement Standard

Baths and kitchens will have installed resilient sheet goods or tile over plywood or other appropriate underlayment. Floors in rooms, other than kitchens or baths, may be finished with carpet and associated products that are Carpet and Rug Institute's Green Label certified or laminate materials that are identified as containing low levels of VOCs (volatile organic compounds). Existing wood floors, in rooms other than kitchens or baths, may be refinished when determined to be viable and in sound condition. *New basement slabs will be at least 3-1/2" thick and have a 6-mil vapor barrier. (*CDBG-DR Only)



Closets	
Repair Standard	Minimum Life: 5 years
Existing closets will be maintained in good repair and have appropriate shelf and clothes rod.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space and the budget permits. New closets will have a depth of 2 feet and include a shelf and clothes rod.	

Kitchen Cabinets and Countertops	
Repair Standard	Minimum Life: 5 years
Kitchens will have functional base and wall cabinets determined to be sound and cleanable. Countertop surfaces should be manufactured of a non-permeable material able to be cleaned and maintained to minimize bacterial growth from food borne contaminants. Existing cabinets with doors and face frames may be repaired if in good condition.	
Replacement Standard	
When new replacement kitchen cabinets are required, the installation will include coordinating base and wall cabinets with high pressure laminate (HPL) countertops including 4" high backsplash. Cabinet construction will include hardwood face frames, door and drawer fronts and meet ANSI/KCMA A161.1 performance and construction standards.	

ELECTRIC

Ground Fault Circuit Interrupters	
Repair Standard	Minimum Life: 5 years
GFCI protection is required for all receptacles located in bathroom areas, receptacles that serve kitchen countertop surfaces and receptacles located within 6 ft. of the outside edge of a water supply fixture. If unprotected receptacles are in use at any of the aforementioned locations, installation of a GFCI-protected device is required. If the areas in question are served by existing 2-wire NM cable without ground, a GFCI –receptacle may still be installed if marked "NO EQUIPMENT GROUND".*	
Replacement Standard	
Electrical work which may incorporate the installation of new receptacles in areas of the home which include the following; any portion of bathrooms or kitchens as described in Repair Standard.	

Passage Lighting	
Repair Standard	Minimum Life: 5 years
All light fixtures and switches in hallways, stairs and other passageways will operate safely and be of size and design, to provide adequate illumination. Existing fixtures with incandescent lamp fittings will be replaced with LED units providing a minimum 800 lumens (60 watt equivalent).	
Replacement Standard	
In hallways, stairs or rooms where it is necessary to pass through in order to access other rooms and stairways, lighting fixtures of size and design to provide adequate illumination will be installed and controlled by 3-way wall switches located at each end of the travel path. Attics, basements and crawl spaces must have lamp fixtures. Properly installed wiremold (conduit) will be permitted where it may be cost prohibitive to install wiring in wall and ceiling cavities.	

**The equipment grounding conductor plays no part in the operation of a GFCI, so ground-fault protection will still be provided on a 2-wire circuit without an equipment-grounding conductor*



Kitchen Electric Distribution	
Repair Standard	Minimum Life: 5 years
Existing receptacles, fixtures and switches will be safe and grounded.	
Replacement Standard	
Stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers will have separate circuits sized to National Electric Code per the PA Uniform Construction Code. Two separate 20-amp counter circuits are required with each kitchen area.	

Interior Electric Distribution	
Repair Standard	Minimum Life: -5 years
Exposed knob and tube will be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g. first floor above basements, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring must be free from hazard, and all circuits will be properly protected at the panel. Floor receptacles will be removed and a metal cover plate installed or flooring/subfloor repaired as necessary Exposed wiremold (conduit) will be permitted where it is not feasible to install wiring in wall or joist cavity. Bedroom receptacles must have Arc Fault protection, either at outlet or thru circuit at service panel. There must be one electrical receptacle at the service panel location Basements will have adequate keyless bare bulb fixtures switched at the top of the stairs and at any other point of entry or exit.	
Replacement Standard	
When a room's wall finishes are removed, it will be rewired to the latest version of the National Electric Code, per PA Uniform Construction Code.	

Service and Panel	
Repair Standard	Minimum Life: 10 years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices. If a working central air conditioning system is present, the minimum service will be 200 amps.	
Replacement Standard	
200-amp service with a main disconnect panel containing at least 30 circuit breaker positions.	



PLUMBING SYSTEM	
Drain, Waste, and Vent Lines	
Repair Standard	Minimum Life: 5 years
Waste and vent lines must function without losing the trap seal.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current mechanical code per PA Uniform Construction Code	
Plumbing Fixtures*	
Repair Standard	Minimum Life: 5 years
All fixtures and faucets will have working, drip-free components. All plumbing fixtures must be properly connected to either a public sewer system or an approved private sewage disposal system.	
Replacement Standard	
Vitreous china bathroom lav/basin (or other non-pervious material designed for residential baths) having single lever, metal faucet with 5-year limited warranty and maximum 1.5 GPM flow. Vitreous china, comfort-height toilets with maximum 1.28 GPF. Double bowl stainless steel kitchen sink with single-lever metal faucet having 5-year limited warranty with maximum 2.0 GPM flow. Bathtubs, showers or combination bathtub/shower units and surrounds will be constructed of fiberglass or acrylic composites and have maximum 2.0 GPM showerhead.	
Plumbing Minimum Equipment	
Repair Standard	Minimum Life: 5 years
Existing equipment will be repaired to conform to the Housing Quality Standards.	
Replacement Standard	
Every dwelling unit will have a minimum of one stainless steel double bowl sink in the kitchen and at least one bathroom containing a lav/basin and shower and/or bathtub unit with required water flow devices, all with hot and cold running water and one water closet/toilet as described above.	
Water Heaters	
Repair Standard	Minimum Life: -5 years
Each housing unit will have working domestic water heating equipment installed and operating in a safe manner.	
Replacement Standard	
When the installation of a water heater is required, the units will be a minimum of 40-gallon with a 5-year limited warranty, installed in compliance with PA Uniform Construction Code.	
Water and Wastewater Distribution	
Repair Standard	Minimum Life: 10 years
The main shut off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak-free and deliver sufficient cold water and, where applicable, hot water. Residences must be properly connected to either a public sewer system or an approved private sewage disposal system. If the property is served by a private, on-lot sewage disposal system a copy of the most recent pumping/inspection report must be obtained through the officiating Sewage Enforcement Officer, demonstrating the system is compliant with PA Department of Environmental Protection and any applicable local regulations. If any deficiencies are noted or if actions are required to bring the system into compliance, those issues must be addressed and approved by the Sewage Enforcement Officer.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with supply piping, valves and accessories in compliance with the PA Uniform Construction Code. One freeze-protected exterior hose bib is required.	

*Recommend using water conservation measures (1.3 GPF toilets and 2.0 GPM showers), when available.



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**Air Conditioning**

Repair Standard	Minimum Life: N/A
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs, in accordance with DEP's approved disposal standards. Existing central air conditioning will be inspected, serviced and refurbished to operate properly.	
Replacement Standard	Minimum Life:
None	

Chimney Repair

Repair Standard	Minimum Life: N/A
Chimneys no longer utilized and in a state of disrepair or deterioration will be removed to below the roof decking when a new roof is being installed. (Removal of a chimney requires Section 106 review if the building is over 50 years of age). When chimneys must be used for combustion ventilation, they will be inspected and repaired or relined as necessary.	
Replacement Standard	Minimum Life: N/A
The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. When necessary, chimney flue liners may utilized and will be of material and design required for the type of fuel burning appliance and configuration of the chimney.	

Distribution System

Repair Standard	Minimum Life: 5 years
Duct work and hot water or steam piping will be well supported and in sound operating condition to provide adequate heat supply in areas served. Defective duct work and hot water or steam piping will be repaired when possible.	
Replacement Standard	Minimum Life: 25 years
All duct work will be insulated to R-8, sealed at all seams with mastic (not tape).	

Heating System

Repair Standard	Minimum Life: 5 years
Workable existing heating systems will be inspected and maintained to operate in a safe and efficient manner. Repairs, including replacement of any applicable filters, will be conducted when necessary.	
Replacement Standard	Minimum Life: 25 years
Gas-fired heating plants will be rated at > 92% AFUE or better. Oil-fired furnaces will be rated at > 83% AFUE or better. Oil-fired boilers will be rated at > 85% AFUE or better. Heat pumps will be rated at > 15 SEER. Setback thermostats are required. Electric resistance heating units may be retained or installed in areas where it is not cost effective to heat via ductwork or hot water piping from primary heating source.	

APPLIANCES**Kitchen Appliances**

Repair Standard	Minimum Life: 5 years
All units will have a range with properly operating cooktop and oven.	
Replacement Standard	Minimum Life: 15 years
All replaced kitchen ranges will have ENERGY STAR certified appliances, where applicable.	



Attachment D Conflict of Interest Policy

I. Overview

1. Purpose

The purpose of this Conflict of Interest and Compensation Policy (the “policy”) is to protect Greene County’s interests when it is considering taking an action or entering into a transaction that might benefit the private interests of a director, contractor, elected official, County employee or key person¹, result in the payment of excessive compensation to a director, contractor, elected official, County employee or key person; or otherwise violate state and federal laws governing conflicts of interest applicable to federally funded projects.

2. Why is a policy necessary?

As a recipient of federal funding, Greene County is accountable to both government agencies and members of the public for responsible and proper use of its resources. Directors, contractors, elected official, officers, and employees have a duty to act in the County’s best interests and may not use their positions for their own financial or personal benefit.

Conflicts of interest must be taken very seriously since they can damage the County’s reputation and expose both the County and affiliated individuals to legal liability if not handled appropriately. Even the appearance of a conflict of interest should be avoided, as it could undermine public support for the County.

3. To whom does the policy apply?

This policy applies to all directors, contractors, elected officials, officers and key persons (“you”).

II. Identifying Conflicts of Interest

1. What is a conflict of interest?

A potential conflict of interest arises when a director, contractor, elected official, officer or key person, or that person’s relative² or business (a) stands to gain a financial benefit from an action the County takes or a transaction into which the County enters; or (b) has another interest that impairs, or could be seen to impair, the independence or objectivity of the director, contractor, officer or key person in discharging their duties to the County.

2. What are some examples of potential conflicts of interest?

¹ **Key person** means a person, other than a director or officer, whether or not an employee of the County, who:

- has responsibilities, or exercises powers or influence over the County as a whole similar to the responsibilities, powers, or influence of directors and officers;
- manages the County, or a segment of the County that represents a substantial portion of the activities, assets, income, or expenses of the County; or
- alone or with others controls or determines a substantial portion of the County’s capital expenditures or operating budget.

² **Relative** means a person’s spouse or domestic partner, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses or domestic partners of brothers, sisters, children, grandchildren and great-grandchildren.



It is impossible to list all the possible circumstances that could present conflicts of interest. Potential conflicts of interest include situations in which a contractors, elected official, officers, and employees or that person's relative or business:

- has an ownership or investment interest in any third party that the County deals with or is considering dealing with;
 - serves on the board of, participates in the management of, or is otherwise employed by or volunteers with any third party that the County deals with or is considering dealing with;
 - receives or may receive compensation or other benefits in connection with a transaction into which the County enters;
 - receives or may receive personal gifts or loans from third parties dealing with the County;
 - serves on the board of directors of another nonprofit organization that is competing with the County for a grant or contract;
 - has a close personal or business relationship with a participant in a transaction being considered by the County;
 - receives or may receive funding through any County run programs
 - would like to pursue a transaction being considered by the County for their personal benefit.
3. In situations where you are uncertain, err on the side of caution and disclose the potential conflict as set forth in Section III of this policy.
 4. **A potential conflict is not necessarily a conflict of interest.** A person has a conflict of interest only if the audit committee decides, pursuant to Section IV of this policy, that a conflict of interest exists.

III. Disclosing Potential Conflicts of Interest

1. You must disclose to the best of your knowledge all potential conflicts of interest as soon as you become aware of them and always before any actions involving the potential conflict are taken. Submit a signed, written statement disclosing all the material facts to the audit committee.
2. You must file an annual disclosure statement in the form attached to this policy. Submit the form to the chair of the audit committee.

IV. Determining Whether a Conflict of Interest Exists

1. After there has been disclosure of a potential conflict and after gathering any relevant information from the concerned director, contractors, elected official, officers, and employees, the audit committee shall determine whether there is a conflict of interest. The director, officer or key person shall not be present for deliberation or vote on the matter and must not attempt to influence improperly the determination of whether a conflict of interest exists.
2. In determining whether a conflict of interest exists, the audit committee shall consider whether the potential conflict of interest would cause a transaction entered into by the County to raise questions of bias, inappropriate use of the County's assets, or any other impropriety.



3. A conflict always exists in the case of a related party transaction – a transaction, agreement or other arrangement in which a related party has a financial interest and in which the County or any affiliate of the County is a participant.
4. If the audit committee determines that there is a conflict of interest, it shall refer the matter to the County Solicitor”.

V. Procedures for Addressing a Conflict of Interest

1. When a matter involving a conflict of interest comes before Human Resources, Human Resources may seek information from the director, contractors, elected official, officers, and employees with the conflict prior to beginning deliberation and reaching a decision on the matter. However, a conflicted person shall not be present during the discussion or vote on the matter and must not attempt to influence improperly the deliberation or vote.
2. Additional Procedures for Addressing Related Party Transactions
 - a. The County may not enter into a related party transaction unless, after good faith disclosure of the material facts by the director, contractors, elected official, officers, and employees, the board or a committee authorized by Human Resources, determines that the transaction is fair, reasonable and in the County's best interest at the time of such determination. If the related party has a substantial financial interest, the authorized committee shall:
 - i. prior to entering into the transaction, consider alternative transactions to the extent available;
 - ii. approve the transaction by a vote of not less than a majority of the directors present at the meeting; and
 - iii. contemporaneously document in writing the basis for its approval, including its consideration of any alternative transactions.

VI. Minutes and Documentation

The minutes of any board meeting at which a matter involving a conflict of interest or potential conflict of interest was discussed or voted upon shall include:

- a. the name of the interested party and the nature of the interest;
- b. the decision as to whether the interest presented a conflict of interest;
- c. any alternatives to a proposed contract or transaction considered by the board; and
- d. if the transaction was approved, the basis for the approval.

VII. Prohibited Acts

The County shall not make a loan or grant to any director, contractors, elected official, officers, or employee.



VIII. Procedures for Determining Compensation

1. No person shall be present for or participate in board or committee discussion or vote pertaining to:
 - a. their own compensation;
 - b. the compensation of their relative;
 - c. the compensation of any person who is in a position to direct or control them in an employment relationship;
 - d. the compensation of any person who is in a position to directly affect their financial interests; or
 - e. any other compensation decision from which the person stands to benefit.

2. In the case of compensation of Key Persons, the following additional procedures apply:
 - a. The board or a committee authorized by the board shall approve compensation before it is paid.
 - b. The County Solicitor or authorized committee shall base approval of compensation on appropriate data, including compensation paid by comparable organizations for functionally similar positions, availability of similar services in the geographic area of the County, and compensation surveys compiled by independent firms.
 - c. Human resources or the authorized committee shall contemporaneously document:
 - i. the terms of compensation and date of determination;
 - ii. the members of the board or committee who were present and those who voted for it;
 - iii. the comparability data relied on and how it was obtained;
 - iv. if the compensation is higher or lower than the range of comparable data, the basis for the determination, and;
 - v. any actions with respect to consideration of the compensation by anyone on the board or committee who had a conflict of interest with respect to the matter.



Attachment E Conflict of Interest Disclosure Statement

Greene County HOME REPAIR

Home Investment Partnership Program (HOME)

**Rehabilitating Existing Properties and Accessibility Improvements for Residents
(REPAIR)**

Conflict of Interest Disclosure Statement

By signing below, I affirm that:

I have received and read a copy of the Conflict of Interest and Compensation Policy; I agree to comply with the policy; I have no actual or potential conflicts as defined by the policy or if I have, I have previously disclosed them as required by the policy or am disclosing them below.

Disclose here, to the best of your knowledge:

any entity in which you participate (as a director, officer, employee, owner, or member) with which the County has a relationship; any transaction in which the County is a participant as to which you might have a conflicting interest; and any other situation which may pose a conflict of interest.

Name: _____

Position: _____

Signature: _____

Date: _____



Attachment E Handbook Acknowledgement

HANBOOK ACKNOWLEDGMENT

Home Investment Partnership Program (HOME)

Rehabilitating Existing Properties and Accessibility Improvements for Residents (REPAIR)

By signing below, I hereby acknowledge receipt of the Greene County Home Investment Partnership Program (HOME) Rehabilitating Existing Properties and Accessibility Improvements for Residents (REPAIR) Applicant's Handbook. I have thoroughly reviewed this handbook and understand all procedures outlined here. I understand and agree to comply with the terms of the program as described in the handbook.

DISCLAIMER: YOU WILL REVIEW AND SIGN LEGAL AGREEMENTS/CONTRACTS INCLUDING BUT NOT LIMITED TO: CONTRACTOR-HOMEOWNER AGREEMENT, LIEN AGREEMENT, AND AGREEMENT TO REPAY CONSTRUCTION COSTS PRIOR TO REHABILATION BEGINNING. THIS HANDBOOK IS NOT A SUBSTITUTE FOR AND DOES NOT SUPERSEDE THE AFOREMENTIONED LEGAL AGREEMENTS. RECEIPT AND ACKNOWLEDGMENT OF THIS HANDBOOK IS REQUIRED, BUT SHOULD THE HOUSING INSPECTION DETERMINE THAT THE REHABILATION WORK DOES NOT MEET THE GUIDELINES OF THE HOME PROGRAM (I.E. THE COST TO REHABILATE EXCEEDS THE FUNDING CAP, THE AFTER-REHAB VALUE IS NOT WITHIN THE 95% AREA LIMITS AS DETERMINED BY HUD, ETC.), THE REHABILATION PROJECT CANNOT BE COMPLETED AND YOU WILL BE NOTIFIED IN WRITING

Applicant's Signature

Date

Co-Applicant's Signature

Date

Greene County HOME REPAIR Representative

Date

