



WV 2016 Flood Event

CDBG-DR

West Virginia Multifamily Rental Housing Program

Guidelines

December, 2019

Table of Contents

- 1. OVERVIEW..... 1
- 2. DEFINITIONS..... 1
- 3. APPLICATION AND EVALUATION PROCEDURE 4
 - A. Funding Availability..... 4
 - B. Submission of Materials..... 4
- 4. PROJECT FUNDING REQUIREMENTS..... 5
 - A. Eligibility Criteria 5
 - (1) Eligible Activities 5
 - (2) Eligible Applicants 5
 - (3) Ineligible Applicants 5
 - (4) Tie Back 7
 - (5) Eligible Locations..... 7
 - (6) Eligible Projects..... 7
 - (7) Ineligible Projects..... 8
 - (8) CDBG-DR National Objective 8
 - (9) Affordability Period..... 8
 - B. Program Priorities 8
 - C. Costs..... 9
 - (1) Eligible Costs 9
 - (2) Ineligible Costs 9
 - (3) Cost Reasonableness..... 9
 - (4) Duplication of Benefits (DOB) 10
 - (5) Grant Limit 10
 - D. Unit Allocation 10
 - E. Income and Rent Restrictions 11
 - (1) Income Limits 11
 - (2) Rent Limits..... 11
 - (3) Utility Allowances..... 11
 - (4) Income Verification 12

(5) Rent Adjustments.....	13
5. PROPERTY STANDARDS.....	13
A. State and Local Codes.....	13
B. Accessibility.....	13
C. Broadband Infrastructure.....	14
D. Green Building Standards.....	14
E. Elevation Standards.....	15
6. ENVIRONMENTAL REVIEW REQUIREMENTS (ERR).....	15
7. OTHER FEDERAL REQUIREMENTS.....	17
A. Nondiscrimination and Equal Opportunity.....	17
B. Uniform Relocation Act (URA).....	18
C. Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Plan, if required.....	18
8. ONGOING PROJECT REQUIREMENTS.....	18
A. Project Completion Deadline and Period of Affordability.....	18
B. Marketing and Leasing.....	19
C. Prohibition on Certain Fees to Tenants.....	20
D. Reporting and Recordkeeping.....	20
E. Conflict of Interest/Identity of Interest.....	21
9. STRUCTURE OF TRANSACTION.....	22
A. Funding Types and Terms.....	22
B. Reserves and Cash Flow Distributions.....	23
C. Guarantees.....	24
D. Declaration of Land Use and Restrictive Covenants.....	25
E. Written Agreement.....	25
F. Program Income.....	26
10. UNDERWRITING & SUBSIDY LAYERING REVIEWS.....	26
A. Project Underwriting.....	26
B. Proforma Requirements.....	27
C. Cost Limitations.....	27
D. Other Public Funding Sources.....	28
E. Lender Title Insurance.....	28
11. CONSTRUCTION PROCESS.....	28

A.	WVHDF Construction Inspections	28
B.	Labor Standards	29
(1)	Davis-Bacon.....	29
(2)	Contract Work Hours and Safety Standards Act.....	29
(3)	Copeland Anti-Kickback Act	29
(4)	Section 3.....	30
C.	Drawing Funds.....	30
(1)	Conditions of Construction Draws	30
(2)	Conditions of Final Disbursement.....	32
(3)	Limitation on Draw Requests.....	32
D.	Project Completion	33
12.	ON-GOING MONITORING	33

EXHIBITS

Exhibit A - 2019 HOME Income Limits.....	38
Exhibit B - 2019 HOME Rent Limits.....	45
Exhibit C - HUD CPD Green Building Retrofit Checklist.....	54
Exhibit D - Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Report.....	57
Exhibit E - CDBG-DR Program Lease Addendum.....	58
Exhibit F - Section 3 Policies and Procedures for Recipients of HOME and/or HTF Program Funds.....	60
Exhibit G - Instructions to Exhibits to the Section 3 Procedures.....	88
Exhibit H - Demographics-Household Characteristics.....	89

1. OVERVIEW

In June 2016, the state of West Virginia (WV) suffered severe storms and record-breaking amounts of rainfall causing debilitating flooding across the state. As a result, pursuant to the below Public and Federal Register Notices, the U.S. Department of Housing and Urban Development (HUD) awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the West Virginia Development Office (WVDO) for WV to assist in long-term recovery and restoration of housing in 12 disaster declared counties [see Section 4.A.(5) Eligible Locations for county list].

Public Notice	Federal Register Notice	Date
Public Law 114-223	81 FR 83254	November 21, 2016
Public Law 114-245	82 FR 5591	January 18, 2017
Public Law 115-31	82 FR 36812	August 7, 2017

The West Virginia Housing Development Fund (the WVHDF) has been engaged by the WVDO to assist the state of WV in creating and/or preserving affordable multifamily rental units/housing for vulnerable households impacted by the 2016 floods and severe storms (the Storms) through the West Virginia Multifamily Rental Housing Program (the Program). The WVHDF has been allocated approximately \$5,000,000 of CDBG-DR funds (Program funds) to help create and/or preserve multifamily rental housing affordable for low-to moderate-income (LMI) renters through rehabilitation and construction of multifamily housing.

The Program provides financing for the construction and/or rehabilitation of affordable multifamily rental housing in which at least 51% of the Project's units will be occupied by LMI persons. The Program is intended to primarily be awarded as "gap financing", which is the difference between allowable project costs and capital available from mortgage debt, private equity, and other public or private financing, including grants. Details regarding Program priorities, including vulnerable populations, are provided in Section 4.B. Program Priorities (of this document) and a complete list will be outlined in the Program's Request for Proposals (RFP).

This document sets forth the requirements for the WVHDF's subaward of CDBG-DR funds for multifamily residential rental projects. These guidelines pertain only to the WV Multifamily Rental Housing Program stated herein. The requirements for other funding sources (including LIHTC) may differ. It is recommended that project underwriting adhere to the most restrictive requirements of all funding sources to ensure the requirements of all programs are met.

This document may be subject to change based on policies, regulations, and guidance received from HUD and CDBG-DR program advisors.

2. DEFINITIONS

Applicant: Individual or Entity submitting an application for Program funds.

Area Median Income (AMI): Average household income, before taxes, adjusted for family size, for the county in which the Project is located.

Community Development Block Grant (CDBG): A federal program administered by HUD which provides grant funds to local and state governments.

Community Development Block Grant – Disaster Recovery (CDBG-DR): CDBG-DR is a special HUD appropriation intended to respond to Presidentially Declared Disasters.

Construction Completion: The date at which all construction activity is complete, as noted by Certificate of Occupancy, State Fire Marshal Certificate, or Architect Certificate of Substantial Completion, as applicable; and the WVHDF/WVDO’s final, approved construction inspection.

Department of Housing and Urban Development (HUD): For the purposes of this program, the Federal department through which the CDBG-DR funds are distributed to the grantees.

Developer: A person, partnership, corporation or other entity that develops multifamily rental units. This includes but is not limited to obtaining site control, planning the development, obtaining necessary permits, and managing the Project from start to finish.

Entity/Organization: A legal body (non-profit, for-profit, local units of government) that will have legal ownership of the Project and property before and after project completion. A developer may contract with an entity or be a part of a development team.

Environmental Review Record (ERR): A set of files containing all documentation pertaining to the environmental review compliance procedures conducted and environmental clearance documents.

Floodplain: FEMA designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the severity or type of potential flooding in the area.

- 100-year floodplain — the geographical area defined by FEMA as having a one percent chance of being inundated by a flooding event in any given year.
- 500-year floodplain — the geographical area defined by FEMA as having a 0.2 percent change of being inundated by a flooding event in any given year.

Grantee: The term “grantee” refers to any jurisdiction receiving a direct award from HUD under Notice FR-5689-N-01 and FR-6012-N-01. In this case, the Grantee is the WVDO.

Household: A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Low Income Housing Tax Credits (LIHTC): The LIHTC Program is an indirect Federal subsidy used to finance the development of affordable rental housing for low-income households.

Low-to Moderate Income (LMI): Low-to moderate income people are those having incomes not more than the “moderate-income” level (80% Area Median Family Income) set by the federal government for the HUD assisted Housing Programs. This income standard changes from year to year and varies by household size, county, and the metropolitan statistical area. See Section 4.E.(1) Income Limits, of this document, for additional details.

Mixed-Use Project: A mixed-use project is one that combines both residential and commercial elements in the same structure.

National Environmental Policy Act (NEPA): Establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that could significantly affect the environment.

National Flood Insurance Program (NFIP): Created by Congress in 1968 to reduce future flood damage through floodplain management and to provide people with flood insurance through individual agents and insurance companies. FEMA manages the NFIP.

The Program: The West Virginia Multifamily Rental Housing Program was developed to assist the state of WV in creating and/or preserving affordable multifamily rental units/housing for vulnerable households impacted by the Storms.

Program funds: The CDBG-DR funds allocated and used to carry out the Program.

Program Income: Gross income received that is directly generated from the use of Program funds.

Project: A site or sites together with any building or buildings located on the site(s) that is/are under common ownership, management, accounting and financing and is/are to be assisted with Program funds as a single undertaking.

Project Completion: The date at which construction activity is complete, all Program funds are drawn from the U.S. Treasury, and project completion information has been entered into HUD’s Disaster Recovery Grant Reporting (DRGR) system.

Repair/Rehabilitation: The labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs.

Request for Proposal (RFP): A procurement document designed to solicit proposal services where cost is considered as a factor. In this case, it will refer to the CDBG-DR Multifamily Rental Housing RFP.

Small Business Administration (SBA): SBA's Office of Disaster Assistance (ODA) provides affordable, timely and accessible financial assistance to homeowners, renters, and businesses. The SBA low-interest, long-term loans are the primary form of federal assistance for the repair and rebuilding of non-farm, private sector disaster losses.

The Storms: Refers to the 2016 floods and severe storms, collectively.

Uniform Relocation Act (URA): A federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.

Written Agreement: The document entered into between the WVHDF and the applicant for the CDBG-DR assisted units that includes, but is not limited to, the terms of funding.

WVDO: West Virginia Development Office.

WVHDF: West Virginia Housing Development Fund.

3. APPLICATION AND EVALUATION PROCEDURE

A. Funding Availability

The WVHDF will issue a CDBG-DR Multifamily Rental Housing Request for Proposal (RFP). The RFP will outline funding availability, specific application deadlines, any funding focus (e.g., by project type, population served, etc.), scoring criteria, and other special considerations.

Projects seeking Program funds prior to the receipt of all other funding sources, including federal tax credit reservations, may be provided with non-binding letters of intent. Further, for eligible projects receiving letters of intent, said letters may be contingent upon the (1) Approval of the State's Annual Action Plan; (2) the WVHDF's receipt of the Grant Award Notice from the WVDO; (3) the applicant's award from the WVHDF for LIHTC, if applicable; (4) the WVDO's receipt of HUD Authority to Use Grant Funds following completion of the Environmental Review process (as applicable); and (5) other items noted in the Letter of Intent.

B. Submission of Materials

All CDBG-DR Program applicants must comply with the submission criteria set forth in the WVHDF's RFP. The WVHDF reserves the right to require the submission of additional information as needed to complete project underwriting.

Upon submission of a proposal for Program funds, Fund staff will conduct a review and analysis of the Project and developer(s) as presented in the proposal. Proposals will be

scored based on criteria in the RFP. Regardless of strict numerical ranking, the scoring does not operate to vest in an applicant or project any right to a reservation or commitment of Program funds. The WVHDF will, in all instances, commit Program funds consistent with sound and reasonable judgment, prudent business practices, and the exercise of its inherent discretion, and reserves the right to reject any application.

4. PROJECT FUNDING REQUIREMENTS

A. Eligibility Criteria

(1) Eligible Activities

Eligible activities include those permissible under Housing and Community Development Act Sections 105(a)(4) and 105(a)(11); Construction of New Replacement Housing, Construction of New Housing, Acquisition of Property for Replacement Housing; and all applicable alternate eligibility categories set forth under 81 FR 83254 and 82 FR 5591.

(2) Eligible Applicants

- Applicants must apply for Program funds to rehabilitate or construct affordable multifamily rental housing through the RFP process.
- Developer entities must be incorporated within the United States of America.
- Applicants must demonstrate the capacity to undertake the Project as verified through the underwriting process outlined in Section 10 of this document.
- Applicants may include, but are not limited to:
 1. For-Profit Developers
 2. Public Housing Authorities
 3. Units of Local Governments
 4. Not-For-Profit Developers

(3) Ineligible Applicants

The WVHDF reserves the right to disqualify any applicant based on a variety of factors, including but not limited to, the following:

1. HUD's Excluded Parties list;

(Developers/owners who are listed on State or federal debarment lists are not eligible for Program funds. Furthermore, Developers/owners may not contract

with any other entity (including but not limited to builders/general contractors, property management companies, or other members of the development team) that are suspended, debarred, or otherwise so precluded. Similarly, the general contractor will be required to determine that subcontractors are not so precluded.

The System for Award Management (SAM) database should be used by applicants to confirm that development team members are not excluded. The SAM database is available at <https://www.transportation.gov/osdbu/system-award-management-sam>.)

2. On any WVHDF loan, delinquencies of 30 days on two or more occasions during the previous 12 months, or delinquencies of 60 days on one or more occasion(s) during the previous 12 months;
3. Uncured default on any WVHDF loan;
4. Foreclosure within the past 10 years on any WVHDF loan;
5. Unresolved material audit findings, particularly related to funds management or compliance with federal program requirements, during the most recent three-year period;
6. Credit score of less than 620;
7. Adverse public filings and/or criminal record;
8. Issues of non-compliance with the WVHDF that continue to be unresolved at the time any such proposed loan is under consideration;
9. Failure to produce a Project after receiving an award under any WVHDF program and/or a history of repeated compliance issues;
10. Have otherwise been suspended or disbarred from WVHDF programs (Nothing in the foregoing is intended to limit the rights of the WVHDF to exercise its remedies under the WVHDF loan documents at any time); or
11. Have made any representation, warranty, or statement in any application, document, or agreement for Program funds or any other award or loan from the WVHDF that is false or misleading in any material respect.

(4) Tie Back

The tieback of projects will be based on the Comprehensive Housing Affordable Strategy (CHAS) data pre-June 16, 2016 event as compared to the most current CHAS data available on HUDexchange. The analysis will include the 2011 CHAS data contained in the 2014 WV Housing Needs Assessment and the most current CHAS data available that is contained in the 2019 WV Housing Needs Assessment. This will demonstrate that the market need for quality and affordable housing was increased in addition to the already existing needs.

(5) Eligible Locations

Projects must be located in a disaster declared county in the state of WV.

Eligible Counties		
*Clay	*Kanawha	Pocahontas
Fayette	Lincoln	Roane
*Greenbrier	Monroe	Summers
Jackson	*Nicholas	Webster

*Declared the most impacted counties – It is anticipated that **at least** 80% of the Program funds will be awarded to those properties located in the most impacted counties.

Percent	Approximate Allocated Amount	
80%	\$4,000,000	Approximate minimum allowed
<u>20%</u>	<u>\$1,000,000</u>	Approximate maximum allowed
<u>100%</u>	<u>\$5,000,000</u>	Total approximate allocated

(6) Eligible Projects

Funds will be provided for acquisition, construction, and rehabilitation of multifamily residential rental projects which meet all the following criteria:

- At least 51% of the Project’s units will be occupied by LMI persons.
- Projects of five or more affordable rental units.
- Must qualify under any other funding source(s) sought.
(For example: If combining with another funding source, such as 4% LIHTC, then must comply with the LIHTC program because it has the most restrictive requirements.)
- Demonstrate a tangible connection to addressing a recovery need arising from the Storms. (See Section 4.A.(4) Tie Back above)

(7) Ineligible Projects

The following properties are Ineligible Projects:

- Properties not located in an eligible location;
- Mixed-Use Projects;
- Properties deemed non-feasible or non-viable by the WVHDF, based on its underwriting review, at its sole discretion;
- Properties failing to submit a complete and fully responsive application for award of funding, or to respond to questions and concerns put forth by the WVHDF by the deadline imposed by the WVHDF for such responses when submitting an inquiry to the applicant; and
- Projects which do not satisfy the requirements of Section 4.A.(6) Eligible Projects.

(8) CDBG-DR National Objective

All Projects must primarily serve LMI persons. Therefore, the majority of the CDBG-DR funding provided to the Project will qualify under the LMI National Objective (24 CFR 570.208(a)(3) Housing Activities).

(9) Affordability Period

The provision of affordable rents to qualified tenants will be monitored for up to 20 years for this Program or in accordance with the requirements of other funding sources, if applicable.

The WVDO will monitor for CDBG-DR compliance with occupancy requirements throughout the Affordability Period.

B. Program Priorities

Priority will be given to projects that provide housing to veterans, seniors, LMI persons and that leverage other resources to produce new housing that is sustainable, integrated with neighborhood services and jobs, and provides deeper affordability.

In addition, priorities will be given to the following:

- Developments in the most needed areas,
- Development team experience, and
- Readiness to proceed.

A complete list will be outlined in the Program's RFP.

C. Costs

(1) Eligible Costs

Program funds awarded will only reimburse eligible costs incurred to develop a Project. No Program funds will be advanced to reimburse a project cost unless the Request for Disbursement Form with back-up AIA certification, invoices, and receipts is submitted and approved. No funds will be disbursed until all environmental conditions are satisfied and all funding commitments/agreements are signed.

Acquisition of property from affiliated persons or entities must be supported with an appraisal acceptable to the WVHDF, in its sole discretion. Construction/Rehabilitation costs must be included as a budgeted item.

(2) Ineligible Costs

Program funds will not be disbursed for any costs enumerated at 24 CFR §570.207, except for those costs which are permitted under the State's waiver per 81 FR 83254, which permits the use of CDBG-DR for new construction.

(3) Cost Reasonableness

All CDBG-DR expenditures are subject to the cost principles in 2 CFR Part 200.404, including the requirement that costs be necessary and reasonable. A cost is considered reasonable if it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, some of the considerations will be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation or the proper and efficient performance of the Federal award.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities.
- Whether significant deviations from established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

The WVHDF will review all project costs, including hard and soft costs, to evaluate their reasonableness and may, at its option, require applicants to obtain additional quotes, bids, or estimates of costs. WVHDF staff will conduct a cost analysis to determine cost reasonableness. Applications may be determined ineligible if access is not granted or costs are determined to be unreasonable.

(4) Duplication of Benefits (DOB)

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. §5155) prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster for which he has received financial assistance under any other program or from insurance or any other source. In accordance with the Stafford Act, Disaster Recovery funds issued through HUD's CDBG-DR program may not be used for any costs for which other disaster recovery assistance was previously provided for the same purpose.

A DOB occurs when:

- a beneficiary receives assistance, and
- the assistance is from multiple sources, and
- the assistance amount exceeds the need for a particular recovery purpose.
- Note: Assistance is NOT duplicative when two sources contribute to the same need, and total assistance did not exceed the total need.

The following are samples of sources of funding assistance (not all inclusive):

- Donations
- Insurance proceeds
- State or local funds
- FEMA Individual Assistance
- FEMA National Flood Insurance Program (NFIP)
- Small Business Administration (SBA)
- US Army Corps of Engineers

Documentation must be provided demonstrating the costs and type of repairs conducted.

(5) Grant Limit

Awards will be restricted to the maximum per-unit subsidy limits established for HUD's HOME Program with a cap of \$300,000 per unit.

D. Unit Allocation

In general, the number and mix of CDBG-DR units will be determined during the WVHDF's underwriting process using a cost allocation tool. This process ensures that the CDBG-DR investment in a Project is commensurate with the number and type of units designated as CDBG-DR assisted and subject to CDBG-DR requirements. Units may be "fixed" or "floating".

E. Income and Rent Restrictions

A minimum of 51% of the Project's units must be rented only to households with certain incomes at rents regulated by HUD (LMI units).

(1) Income Limits

All LMI units must be occupied by tenants with household incomes at or below 80% area median income (AMI) for the county, adjusted by family size. This limit is equal to the "low-income" tier of the HOME Income Limits chart released by HUD annually. Applicants should use the most current limits available.

https://files.hudexchange.info/reports/published/HOME_IncomeLimits_State_WV_2019.pdf (2019 income limits included as Exhibit A)

(2) Rent Limits

LMI units that do not receive Federal or State project-based rental assistance (PBRA) must be rented at or below the High HOME Rent Limits published by HUD annually for the HOME Program (Max Rent), adjusted by family size.

https://files.hudexchange.info/reports/published/HOME_RentLimits_State_WV_2019.pdf (2019 rent limits included as Exhibit B)

LMI units that receive PBRA may be rented at the rent allowable under the PBRA program, provided that the LMI family pays no more than 30% of the family's adjusted income toward rent.

The Max Rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. Regardless of changes in fair market rents and in median income over time, the Max Rents for a Project are not required to be lower than the Max Rents for the Project in effect at the time of project commitment.

(3) Utility Allowances

The HOME rent limits are gross rent limits. The actual rent collected from a tenant must be adjusted, taking into account an allowance for tenant paid utilities (UA-Utility Allowance).

The UA is to be established on a project by project basis. The methodology is based on the method required by the funding source and/or the subsidy program (rental assistance) included with the Project, if applicable.

In the absence of rental subsidy, the following methodology is generally acceptable to the WVHDF. The WVHDF's Asset Management department must approve the methodology

selected by an applicant. The same methodology must be used for all LMI units within a single project.

- **HUD Utility Schedule Model (HUSM):** The HUSM enables users to calculate utility schedules by housing type after entering utility rate information (tariffs). This model is based on climate and survey information from the U.S. Energy Information Administration of the Department of Energy and it incorporates energy efficiency and Energy Star data. This model is allowed for LIHTC projects per IRS regulations at 26 CFR 1.42-10(b)(4)(D). The HUSM and use instructions can be accessed on HUD User at:
<https://www.huduser.gov/portal/resources/utilallowance.html>.

The HUSM is available as either a spreadsheet model in MS EXCEL or a web-based model on HUD User at:
<https://www.huduser.gov/portal/datasets/husm/uam.html>.

Public Housing Authority area-wide UAs prepared for the housing choice voucher program are not an acceptable method of calculating UAs.

(4) Income Verification

All projects shall use the HUD Part 5 definition of income for determining income eligibility. Prior to signing a lease, income must be verified for all new tenants using at least two months of source documentation (e.g. pay stubs, account statements, etc.). Third party verification can only be used in situations where source documentation is not available such as a tenant starting a new job.

During the period of affordability, owners must recertify the income of existing tenants annually by re-verifying income using source documentation.

In the event an in-place tenant, upon re-verification of the tenant's income, has a household income above the applicable limit, the Owner shall take the following actions:

For a Project with floating units –

- If an LMI tenant's income at re-verification increases to greater than 80% AMI, then the Owner will first increase the rent for the over-income tenant to the lesser of (i) 30% of the tenant's adjusted income, or (ii) the "market rent" for the unit (i.e., what the unit would be projected to rent for in the local market absent any income or rent restrictions imposed by the Program or other funding sources); and

- The Owner must also substitute another unit that is comparable or larger by either (i) designating another unit in the Project occupied by an eligible LMI tenant (not already designated as such), or (ii) renting the next available unit as an LMI unit.

For a Project with fixed units –

- If the tenant of an LMI unit has an income at re-verification that is greater than 80% AMI, then the Owner must increase the rent for the over-income tenant to 30% of the tenant’s adjusted income (without any cap related to the “market rent”). The unit occupied by the over-income tenant continues as an LMI unit that is temporarily noncompliant. Once the unit is vacated by normal turnover, it must be re-rented to a tenant meeting appropriate income restriction at move in.

Any increase in a tenant’s rent must be implemented subject to the terms of the lease and applicable State or local laws.

This section notwithstanding, if the unit occupied by an over-income tenant is subject to the Housing Tax Credit Program rent restrictions, the Owner will not be required to raise the rent beyond the applicable Housing Tax Credit Program rent for the unit.

(5) Rent Adjustments

The Project’s rent schedule must be approved annually (effective date to be determined at closing). Rent adjustment calculations will be based on the regulations of the funding sources used. The Project’s initial rent schedule will be reviewed by the WVHDF, and subsequent schedules will be reviewed annually by the WVDO throughout the affordability period.

5. PROPERTY STANDARDS

All Projects must meet certain physical standards intended to provide quality affordable housing that is durable and energy efficient, including those defined in 81 FR 83269.

A. State and Local Codes

Eligible activities must meet all applicable State and local building codes, rehabilitation standards, and zoning and related ordinances at the time of project completion. After project completion, projects must comply with Uniform Physical Conditions Standards.

B. Accessibility

All funded projects must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and covers multifamily

dwellings, as defined at 24 CFR 100.201, and must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

New construction or substantial rehabilitation projects with five or more total units must provide 5% of the Project's units (but not less than one unit) designed to be accessible for tenants with mobility impairments and another 2% of the Project's units (but not less than one unit) designed to be accessible to tenants with sensory impairments, i.e., hearing or vision impairments.

These requirements must be met for the entire affordability period.

C. Broadband Infrastructure

All buildings of five or more residential units in new construction or substantial rehabilitation projects must include the installation of "broadband infrastructure" as defined by 24 CFR 5.100. In limited circumstances, the W VHDF may waive this requirement if documented that the Project's location makes such installation infeasible, cost of installing would result in a fundamental alteration in the nature of its program or activity or undue financial burden, or the structure of the housing to be substantially rehabilitated makes installation infeasible. In practice, this requires the developer to provide the wiring for high-speed internet but does not require the Project to provide the internet service itself. The W VHDF does not anticipate circumstances under which it would waive this requirement.

D. Green Building Standards

Projects must meet the Green Building Standard for: (i) All new construction of residential buildings and (ii) all replacement of substantially damaged residential buildings. Replacement of residential buildings may include rehab in which there are changes to structural elements such as flooring systems, columns, or load bearing interior or exterior walls.

All new construction must meet an industry-recognized standard that has achieved certification under at least one of the following programs:

- ENERGY STAR (Multifamily High-Rise),
- Enterprise Green Communities,
- LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development),
- ICC-700 National Green Building Standard,
- EPA Indoor AirPlus (ENERGY STAR a prerequisite), or
- Any other equivalent comprehensive green building program acceptable to HUD.

For rehabilitation not included above, applicants must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist (Exhibit C). When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense labeled, or Federal Energy Management Program (FEMP)-designated products and appliances. For example, if the furnace, air conditioner, windows, and appliances are replaced, the replacements must be ENERGY STAR-labeled or FEMP-designated products; WaterSense labeled products (e.g., faucets, toilets, showerheads) must be used when water products are replaced. Rehabilitated housing may also implement measures recommended in a Physical Condition Assessment (PCA) or Green Physical Needs Assessment (GPNA).

E. Elevation Standards

These elevation standards apply to all structures located in an area defined as a flood hazard area or equivalent in FEMA's data source identified in 24 CFR 55.2(b)(1). All structures, defined at 44 CFR 59.1, designed principally for residential use and located in the 1% annual (or 100-year) floodplain that receive assistance, must be elevated with the lowest floor, including the basement, at least two feet above the 1% annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the 1% annual floodplain, must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 1% annual floodplain. Applicable State, local, and tribal codes and standards for floodplain management that exceed these requirements, including elevation, setbacks, and cumulative substantial damage requirements, will be followed.

6. ENVIRONMENTAL REVIEW REQUIREMENTS (ERR)

Federally-assisted projects are subject to a variety of environmental requirements. Developers should be familiar with these requirements and are strongly encouraged to discuss any questions they have with WVHDF staff prior to entering into a purchase agreement or submitting an application.

- All CDBG-DR assisted projects shall be implemented in accordance with environmental review regulations as defined in 24 CFR Part 58. For additional assistance, refer to the HOME Department 24 CFR Part 58 Compliance Guidebook, as applicable to CDBG-DR.
- All projects selected must submit a professionally prepared and independent Phase I Environmental Site Assessment ("Phase 1") addressed to and prepared for the WVHDF. The assessment must be completed in accordance with the American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessments Process, or its successor standard.

In addition to the ASTM standards, the following considerations must be addressed in the Phase 1:

- Asbestos-containing building materials, radon, lead-based paint, regulatory health and safety compliance;
 - Continuing obligations or ongoing responsibilities, state and local compliance responsibilities related to toxic or hazardous substances, or corrective action relating to past noncompliance on the property;
 - Indoor air quality;
 - Lead in drinking water;
 - Mold; and
 - Potential for residual contamination from agricultural activities, such as the use of arsenical pesticides, even where such substances were used in accordance with the label.
- The WVHDF and the WVDO shall be responsible for evaluating the environmental review and completing all necessary public notifications, and the request for release of funds (RROF), as applicable, from HUD. The applicant is responsible for cooperating with the WVHDF/WVDO in the environmental review process and providing information necessary for the WVHDF/WVDO to fulfill its responsibilities under Part 58 and other applicable regulations, including, but not limited to, the statutes, authorities and executive orders cited at 24 CFR 58.5.
 - Issues identified that cannot be remediated or that are cost prohibitive may result in such property's selection decision being rescinded. The WVHDF's review of the Phase I is solely for the WVHDF's use. Applicants, lenders, syndicators, tenants, and any other parties involved in any such property are not entitled to and should not rely upon or in any way utilize the WVHDF's review of the Phase I for any purpose.

All environmental issues associated with a property must be remediated to a standard acceptable to the WVHDF/WVDO. The Applicant is responsible for all legal costs and fees, if any, incurred by the WVHDF in reviewing and accepting the remediation plans submitted by the Applicant.

- Submitting an application for Program funds triggers ERR under 24 CFR Part 58, including the National Environmental Policy Act (NEPA). Once an application for federal funds is submitted, a project proposal is now subject to the ERR and requires an environmental clearance and issuance of an Authority to Use Grant Funds (AUGF), as applicable, by HUD.
- A complete and clear project description should provide location specific information and geographic boundaries, as well as a delineation of all activities included in the overall scope of the project.

- Developers are prohibited from undertaking or committing or expending any funds (including non-federal funds) to any physical or choice-limiting actions on the site prior to an environmental clearance as required by Part 58. Physical and choice-limiting actions include, but are not limited to, property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. This prohibition applies regardless of whether federal or non-federal funds are used, and taking a choice limiting action prior to completion of the required environmental clearance process will result in the denial of any Program funds from the WVHDF.

7. OTHER FEDERAL REQUIREMENTS

A. Nondiscrimination and Equal Opportunity

The following federal nondiscrimination and equal opportunity guidelines apply to all projects and affect both development and operation of assisted housing:

- The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.;
- Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
- The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
- Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966- 1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;

- Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971- 1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development);
- Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise). The nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982; and
- The Equal Access Rule, 24 CFR 5.105(a)(2), requiring that assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

B. Uniform Relocation Act (URA)

All projects fall under requirements of the URA. Applicants must further document that any purchase of property meets the requirements of URA, including provision of notices to the seller identifying the transaction as a voluntary sale not under the threat of eminent domain. To ensure compliance with URA applicants should:

- Consult the Tenant Relocation portion of the RFP application to understand the requirements of URA prior to submitting an application involving an occupied property; and
- Review the Relocation Handbook at www.wvhdf.com for additional information and template notices.

C. Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Plan, if required

Developers must maintain an MBE/WBE plan that demonstrates marketing and solicitation of MBE/WBE businesses and contractors for the construction of the Project (see Exhibit D for the MBE/WBE Report).

8. ONGOING PROJECT REQUIREMENTS

A. Project Completion Deadline and Period of Affordability

The period of affordability will begin based on the date of Project Completion, which, among other things, requires that all construction activity be complete, all CDBG-DR funds designated to the Project be drawn, and project completion information be entered into HUD's Disaster Recovery Grant Reporting (DRGR) system. It is required that all CDBG-DR assisted units must be initially leased within twelve (12) months of Construction Completion, as noted by Certificate of Occupancy, State Fire Marshal Certificate, or Architect Certificate of Substantial Completion, as applicable; and the WVHDF's final, approved construction

inspection. The Owner's failure to meet this twelve (12) month deadline will constitute an event of default pursuant to the CDBG-DR Written Agreement.

B. Marketing and Leasing

- The owner/developer must establish a written tenant selection plan consistent with the requirements of 24 CFR 92.253(d) Tenant protections and selection-Tenant selection. Among other requirements, the tenant selection plan must, insofar as is practical, provide for the selection of tenants from a Project's waiting list in chronological order of their applications and provide written notification to any rejected applicant of the reason for their rejection.
- The owner/developer must ensure that Limited English Proficiency (LEP) persons have the same access to information and services as all other applicants. Therefore, all marketing materials must follow the State's HUD approved Language Assistance Plan.
<https://wvfloodrecovery.com/useful-resources/>
- The owner/developer must establish an Affirmative Fair Housing Marketing Plan in accordance with 24 CFR 92.351 Affirmative marketing; minority outreach program.
- Leases between the tenant and owner shall be for one year, unless by mutual agreement between the tenant and the owner. Owners are required to provide 30 days' written notice prior to terminating or refusing to renew the lease. Owners are prohibited from including unfair provisions in their leases. In accordance with the provisions of 24 CFR 92.253, the following terms are prohibited from CDBG-DR project leases:
 - Agreement to be sued;
 - Treatment of personal property;
 - Excusing owner from responsibility;
 - Waiver of notice;
 - Waiver of legal proceedings;
 - Waiver of a jury trial;
 - Waiver of right to appeal court decision;
 - Tenant chargeable with cost of legal actions regardless of outcome; and
 - Mandatory participation in supportive services (note, transitional housing projects funded with Program funds may be permitted to require service participation under limited circumstances; contact Fund staff for more detail).

In general, the WVHDF will provide a standard form lease addendum (Exhibit E) for use by owners of CDBG-DR assisted housing that will provide required tenant protections and eliminate any prohibited provisions from uses otherwise used by owners.

C. Prohibition on Certain Fees to Tenants

Program participants may not charge fees to program beneficiaries to cover administrative costs related to the cost of administering the CDBG-DR programs. Specifically, rental project owners may not charge tenants fees that are not customarily charged to tenants of rental housing (e.g., laundry room access fees).

D. Reporting and Recordkeeping

To allow effective oversight of awarded projects and document compliance with applicable CDBG-DR requirements, all projects must submit periodic reports to the WVHDF/WVDO. While this section outlines standard reporting requirements, the WVHDF/WVDO reserves the right to require additional reporting or to alter the reporting format or frequency based on future changes to CDBG-DR requirements or WVHDF/WVDO policy. Additionally, the WVHDF/WVDO reserves the right to require additional or more frequent reporting for projects with compliance deficiencies.

- Owners are required to report monthly during the development phase and lease-up phase. Monthly reports will be due on the 5th business day of the following month.
 - During the construction phase, owners must provide reports detailing construction progress and barriers to progress, copies of invoices being paid, and evidence of appropriate lien waivers.
 - During the initial phase of lease-up, reports detailing the number of additional leases, total project leases, marketing activity, and income and expenses may be required. Once the owner has leased 100% of units, leasing and marketing reporting will be required annually.
- Annual Reports shall be required for all CDBG-DR projects, and shall include an Annual Occupancy Report, utility allowance documentation, and examples of marketing materials.
- More frequent reporting may be required due to findings identified during annual monitoring or findings identified during monthly reports submitted during the development and lease-up phases.
- All projects will be required to submit an audit prepared by an independent Certified Public Accountant (CPA) within 180 days of the end of its fiscal year. For small projects where the cost of a project-specific audit is deemed to be burdensome by the WVHDF/WVDO, a statement of financial condition may be accepted with prior approval by WVHDF/WVDO.

- Owners and developers shall allow the WVHDF, HUD, State of West Virginia, the Comptroller General of the United States (aka the GAO), WVDO, and all other pertinent federal or State agencies or their designated representative the right to inspect records and property.
- Owners must annually submit any updates to their Tenant Selection Plan and Affirmative Fair Housing Marketing Plan and must maintain records of annual efforts to affirmatively further fair housing in accordance with 24 CFR 92.351. Updates must clearly detail all changes.
- The WVHDF/WVDO may periodically require owners to obtain a capital needs assessment prepared by an independent third-party architect, engineer, or other qualified firm approved by the WVHDF/WVDO. Such capital needs assessments shall be used for the purposes of determining the adequacy of the Replacement Reserve, taking into account its existing balance, planned deposits, and anticipated future capital replacement costs for the Project.

If the capital needs assessment indicates the Replacement Reserve is not sufficient to address anticipated capital costs during the Affordability Period and the term of the loan/forgivable loan, the owner must, at the WVHDF's/WVDO's option, either make an additional deposit or increase its annual deposits sufficient to meet any underfunding. If an additional deposit is required, the owner (or the Guarantors) must replenish the Replacement Reserve Account within six months.

- Once Program funds have been disbursed, the WVHDF will provide a quarterly progress report to the WVDO by the 15th day of the month following the quarter end (April 15, July 15, Oct 15, Jan 15), until all funds have been disbursed.

E. Conflict of Interest/Identity of Interest

To comply with CDBG-DR requirements and to maintain a high standard of accountability to the public, conflicts of interest and perceived conflicts of interest must be avoided.

The CDBG regulations at 24 CFR 570.611 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that are receiving CDBG Funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or (2) 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 from a CDBG-assisted activity, or have any 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.

Identity of interest means any relationship (generally based on family ties or financial interests) between (a) the seller and purchaser (prospective owner), (b) the owner and/or general contractor and the subcontractor, material supplier or equipment lessor, or (c) the owner and the lender, which could reasonably give rise to a presumption that the parties to the transaction may operate in collusion in establishing the purchase price of the property, the cost of the rehabilitation work, or the terms of the financing. In other words, the entities may not be operating at arms-length. Examples of identity of interest relationships include:

- When the owner or one or more of the officers, directors, stockholders, or partners of a corporation or partnership owning or selling the property has any family tie or is an officer, director, stockholder or partner of the general contractor or lender, or has any financial interest whatsoever in the general contractor or lender.
- When the seller or general contractor advances any funds to the owner (purchaser) or takes stock or any interest in the owner's (purchaser's) corporation, partnership, or property as payment.
- When any of the parties is involved with another in an enterprise wholly separate from the proposed CDBG Project.

Conflicts of Interest and Identity of Interest must be disclosed in the RFP application for CDBG-DR funding.

Developers and owners with employees, family members, consultants, or agents that are otherwise eligible to occupy CDBG-DR funded units must receive approval from the WVHDF/WVDO before entering into a lease with CDBG-DR eligible employees, family members, consultants, or agents.

Additional information is included in the CDBG-DR MF Rental Underwriting and Subsidy Layering Guidelines.

9. STRUCTURE OF TRANSACTION

A. Funding Types and Terms

The WVHDF will provide Program funds in the form of a loan to the entity that owns the property. In some cases, loans will be structured as forgivable loans. Funding commitments are not transferable without prior written WVHDF approval.

The CDBG-DR award is intended as construction/permanent financing. Proceeds of the CDBG-DR award will only be released in conjunction with approved monthly construction draws and/or submission of invoices for approved soft costs and satisfaction of all requirements outlined below.

Generally, the WVHDF's underwriting for the CDBG-DR award will:

- Have a minimum term of up to 20 years based on the funding sources for the Project;
- Be repayable in full (unless structured as forgivable) upon sale, refinancing, through operating cash flow, or transfer of the property or upon maturity, whichever occurs first;
- Not be required to repay if structured as forgivable, provided that the project satisfies its CDBG-DR obligations throughout the Affordability Period; and
- Be secured with a Deed of Trust, promissory note, and appropriate UCC liens. The Deed of Trust will be recorded in the appropriate county and generally may be subordinate only to an amortizing permanent first mortgage and a temporary construction loan, all of which must be approved by the WVHDF/WVDO, if applicable.

For CDBG-DR loans that are not structured as forgivable, generally, the WVHDF/WVDO will offer the following potential repayment structures:

- For projects without senior amortizing loans (e.g., a conventional mortgage or USDA financing), CDBG-DR awards will be structured as an amortizing loan with a term of up to 20 years. Based upon the WVHDF's underwriting evaluation, payments may be based on a longer amortization period with a balloon due at maturity if a project cannot be expected to fully amortize the loan; or
- For projects with senior amortizing loans, CDBG-DR awards will be structured as fully amortizing, partially amortizing, and/or cash flow contingent loans typically payable from 50% of cash flow. If a project cannot be expected to fully amortize the loan, terms may include a balloon payment at maturity.

B. Reserves and Cash Flow Distributions

To preserve the ongoing viability of projects, the WVHDF will require the establishment and maintenance of various reserves. In general, reserves will be held by the WVHDF and must remain in place so long as the Project's CDBG-DR award is outstanding or for the duration of the affordability period, whichever is longer. Reserves will include (see Section 10. A. Project Underwriting for additional details regarding reserve accounts):

- An operating reserve intended to protect against unexpected operating deficits;
- A replacement reserve intended to fund future capital and rehabilitation needs. Initial reserve deposit requirements are noted in the CDBG-DR WV Multifamily Rental Housing Program Underwriting and Subsidy Layering Guidelines, and the WVHDF may modify

reserve requirements during the term of the loan based on periodic capital needs assessments.

- At the WVHDF's option, a preservation reserve account may be created and funded with payments due under the loan agreement. The preservation reserve is intended to ensure the Project's satisfaction of the affordability period.
- As may be required based on specific or unique project features, additional specialty reserves may be required, such as for tenant services, abnormal security costs, etc.

If applicable, the WVHDF/WVDO must also approve any distributions of surplus cash, which among other items, will require that all reserves be fully funded, the Project be in compliance with all federal requirements, the Project not be in default, and that the Project retain sufficient liquidity following the distribution.

C. Guarantees

Unless otherwise determined by the WVHDF, not including investor/syndicator partners or members of the ownership entity, all underlying individuals, corporate entities, partnerships, or limited liability companies with an interest in the Project's ownership entity will be required to provide the following guarantees:

- Completion Guarantee including provisions guaranteeing construction completion of the Project.
- Performance and Repayment Guarantee including provisions guaranteeing environmental compliance and compliance with HUD CDBG-DR guidelines.
- Replacement Reserve Guarantee to ensure annual deposits to a Replacement Reserve for the Project in an amount consistent with the loan documents and/or covenant running with the land.

Guarantees shall be joint and several and must remain in effect throughout the affordability period.

In addition to the guarantees listed above, unless otherwise approved by the WVHDF/WVDO, each project is required to obtain one of the following options:

- Payment and performance bonds equal to 100% of the construction contract. During construction, and through any warranty period, the payment and performance bonds shall be assigned to the WVHDF/WVDO, or

- An irrevocable standby letter of credit acceptable to the WVHDF/WVDO for the benefit of the WVHDF/WVDO in the minimum amount of 15% of the construction contract. Any such letter of credit will be held by the WVHDF/WVDO until project completion.

D. Declaration of Land Use and Restrictive Covenants

Each CDBG-DR-funded project must maintain Land Use and Restrictive Covenants enforcing CDBG-DR and WVHDF/WVDO guidelines, as applicable. The Land Use and Restrictive Covenants will be separately recorded and will remain in place during the Affordability Period even if the CDBG-DR loan is prepaid. The following guidelines, if applicable, must be enforced through Land Use and Restrictive Covenants:

- Owner will be owner in fee simple of the property;
- Property is not subject to additional liens or encumbrances that the WVHDF/WVDO has not agreed to;
- The WVHDF/WVDO must approve any transfer of the property, and such approval will be in the WVHDF/WVDO sole discretion;
- Provisions to enforce ongoing requirements for project compliance through the CDBG-DR Affordability Period, including:
 - The length of the period of affordability;
 - Income and rent restrictions on CDBG-DR-assisted units;
 - Property standards to be enforced;
 - Marketing and leasing requirements; and
 - Recordkeeping and reporting requirements.

In the event the CDBG-DR loan is subordinate to other debt, the CDBG-DR covenant must be recorded senior to all liens and encumbrances associated with the project financing, including any loans senior to the CDBG-DR loan, and structured to survive any foreclosure by a senior lien, unless otherwise approved by the WVHDF/WVDO.

E. Written Agreement

In addition to any financing documents, owners of projects must sign a CDBG-DR Written Agreement with the WVHDF/WVDO. The Written Agreement will identify requirements for compliance with the CDBG-DR regulations, and the CDBG-DR West Virginia Multifamily Rental Housing Program guidelines and will remain in effect in the event of any prepayment of the CDBG-DR loan. In the event a Project is also receiving other funding, separate written agreements may be required for each funding source.

F. Program Income

Any program income received will be transferred to the WVDO within ten business days of receipt.

10. UNDERWRITING & SUBSIDY LAYERING REVIEWS

See CDBG-DR WV Multifamily Rental Housing Program Underwriting and Subsidy Layering Guidelines at www.wvhdf.com for additional and more detailed information.

A. Project Underwriting

All project applications must include a professionally-prepared market study, and applicants may submit the market study used in conjunction with the applicant's LIHTC application, if applicable. Market studies must be less than six (6) months old at time of submission. Proposed rent levels must be supported by the applicant's market study and within rent limits as described in Section 4.E.(2) of this document.

All CDBG-DR applications must include the three most recent audited financial statements (if unavailable, then the three most recent tax returns) of the developer(s), ownership entity, guarantors, and Project, if applicable, and will be subject to the WVHDF's evaluation of fiscal soundness.

Generally, project underwriting will also include the following:

- A vacancy factor of at least 5% will be used for projects where all units are supported by a project-based rental assistance contract with a term equal to or in excess of the affordability period (e.g., project-based Section 8), and at least 7% for all other projects, unless the market study indicates another vacancy factor is needed.
- WVHDF staff will use a maximum 2% inflation factor for all sources of income.
- All operating expenses will be underwritten with an inflation factor of at least 3%.
- All projects must maintain an acceptable Debt Coverage Ratio (DCR) for the affordability period or loan term, whichever is longer. Properties with excessive DCRs may have rent increases reduced or denied. An Expense Coverage Ratio will be analyzed for projects with no required debt payments (ex: grants).
- Proposals must include justification of operating costs that includes a comparison to similar projects in the local market.

- Unless otherwise approved by the WVHDF, the operating budget must include a minimum deposit of \$350 per unit per year for the Replacement Reserve, and it must be funded and maintained for the full affordability period or loan term (whichever is longer) and reflected in the operating expenses for the full projection of expenses, as applicable. Replacement Reserve deposits may be inflated at 3% annually.
- If required by the WVHDF, projects must include a capitalized operating reserve equal to (6) months of underwritten operating expenses, amortizing debt service (if any), and required reserve deposits, unless otherwise approved by the WVHDF. If drawn, the operating reserve must be replenished prior to distributions of cash flow. The operating reserve is intended to protect against unplanned operating deficits. If the WVHDF's underwriting projections anticipate deficits within the applicable affordability period, an operating deficit reserve must be capitalized as well.
- For CDBG-DR projects also applying for LIHTCs, to substantiate equity pricing, applicants must submit documentation indicating that a syndicator or investor has reviewed the proposal and indicated preliminary pricing along with their interest in the Project.
- Applicant must provide the amounts and terms for all project funding sources. Amortizing permanent financing that will be senior to any CDBG-DR loan may not mature prior to the expiration of the CDBG-DR affordability period or loan term (whichever is longer).

B. Proforma Requirements

The WVHDF requires submission of a project proforma in a format provided by the WVHDF.

If not otherwise itemized, applicants must be able to separate the hard costs of any stand-alone accessory buildings, including leasing offices, community buildings, laundry facilities, free-standing garages or carports, or maintenance buildings; they should be specifically itemized in the Development Sources and Uses so that the WVHDF can complete preliminary cost allocation calculations.

C. Cost Limitations

All project costs must be reasonable and necessary whether directly paid with CDBG-DR funding or another source (see also Section 4.C.(3) Cost Reasonableness of this document). The WVHDF reserves the right to review any line-item cost to ensure that total project costs are not excessive. Additionally, CDBG-DR projects will be subject to the following specific cost limitations:

- The developer fee is calculated based upon project type (with or without LIHTC), activity (acquisition, rehabilitation, and/or construction), and presence of identity of interest. The developer fee schedule is included in the CDBG-DR Underwriting and Subsidy Layering Guidelines.

- Maximum allowable builder General Requirements, Overhead, and Profit are 6%/2%/6%, respectively. The builder line item percentages are calculated on the construction contract price which cannot include construction contingency. If the WVHDF approves a Change Order for use of construction contingency, the same percentages for builder line items apply.
- The WVHDF does not permit a contingency to be included within a property's construction estimate or construction contract, unless such contingency is required in writing by HUD, another governmental agency, or an independent third party.
- The acquisition line item on the Project budget may only reflect the lesser of the actual acquisition purchase price or the current as-is market value as supported by an independent third-party appraisal, prepared by a state-licensed appraiser.

D. Other Public Funding Sources

Owners must disclose all other firm commitments for funding to the WVHDF at the time of application and upon receiving any additional commitments of funding. The WVHDF will conduct a subsidy layering review as part of the underwriting process for any project that includes other sources. Using its underwriting criteria, the WVHDF will assess the Project and may require changes to the transaction to ensure that cash flows to the owner/developer are not excessive. Changes may include a reduction in Program funds awarded, reductions in the rents being charged to tenants, requirements that excess (surplus) cash is deposited to a reserve account or increases in annual payments on the CDBG-DR loan.

The WVHDF will consider adjusting its underwriting in consultation with other funders, if applicable, to the Project. The WVHDF retains, at its sole discretion, the power to decide whether to accept alternative standards.

E. Lender Title Insurance

Lender title insurance is required for projects that have received a commitment of CDBG-DR funding.

11. CONSTRUCTION PROCESS

A. WVHDF Construction Inspections

Program funds will be awarded in the form of construction and permanent financing. The WVHDF must be provided with the AIA G-702 (Contractor's Application for Payment) and G-703 (Continuation) forms and such other appropriate source documentation as may be required by the WVHDF at least five days in advance of each construction inspection. The

Developer/Owner must provide reasonable notice of any changes to scheduled monthly draw inspections during the construction period. WVHDF staff will participate in all draw reviews and conduct inspections to ensure that the Project is progressing, and that work completed is consistent with all applicable CDBG-DR requirements. In addition, as the Grantee of the CDBG-DR Funds, the WVDO retains the right to perform inspections as well as monitor the Project until completion.

B. Labor Standards

(1) Davis-Bacon

The Davis-Bacon and Related Acts (DBA) (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) work. Workers receive no less than the prevailing wages and fringe benefits for corresponding work on similar projects in the same area. Davis-Bacon applies to projects that contain eight or more units. See www.wvhdf.com for Davis-Bacon forms.

When Davis-Bacon applies to a project, the WVHDF must be provided with compliance documentation throughout the construction period. Prior to commencing construction, the WVHDF must approve current wage determinations applicable to the project. The contractor will be required to provide weekly payroll forms to the WVHDF and allow access to the site and workers for the purpose of completing worker interviews.

The WVHDF will accept Form WH-347 or similar internal forms from the contractor. Form WH-347 and instructions for completing it may be accessed at: <https://www.dol.gov/whd/forms/wh347instr.htm>.

(2) Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts in excess of \$100,000 and requires that workers receive overtime compensation, at least one and one-half times their regular rate of pay for all hours worked over 40 hours in a work week. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

(3) Copeland Anti-Kickback Act

The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.

(4) Section 3

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Developers must maintain a Section 3 plan that demonstrates a marketing plan to include Section 3 contractors and all tiers of subcontractors in the construction of the project.

Developers will follow the same procedures as those outlined for the WVHDF's HOME and HTF Programs. See Exhibit F and G for WVHDF's Section 3 Policies and Procedures for Recipients of HOME and/or HTF Program Funds or www.wvhdf.com.

C. Drawing Funds

The CDBG-DR award is intended as construction and/or permanent financing. Proceeds of the CDBG-DR award will only be for eligible project costs, with supporting documentation for actual costs incurred.

(1) Conditions of Construction Draws

Proceeds of the CDBG-DR award will only be released to the Owner for actually-incurred eligible project costs. The obligation of the WVHDF to approve any draw request of Program funds is subject to the satisfaction of the following conditions at the time of making such request and such other conditions as outlined in the Written Agreement.

- Draws will not be processed if the Owner is in default of the Program loan or any other loan the Owner received for the Project.
- The Project shall not have been materially damaged by fire or other casualty since the date of the award.
- The WVHDF shall have received evidence satisfactory to the WVHDF that all work and improvements requiring inspection by any governmental authority having jurisdiction have been inspected and approved by such authorities and by any other persons or entities having the right to inspect and approve construction.
- Owner shall have submitted, at least 30 calendar days prior to the date a disbursement is desired, a completed disbursement request form including

AIA G-702 (Contractor's Application for Payment) and G-703 (Continuation) forms and such other appropriate source documentation as may be required by the WVHDF including, without limitation, the following:

- a. Current Contractor Tracking Form and lien waivers, which are to be dated no less than five business days prior to the date of the submission of the requested disbursement.
- b. Evidence satisfactory to the WVHDF that the Project and the contemplated use thereof are permitted by and comply with all applicable uses or other restrictions and requirements in prior conveyances, zoning ordinances, or regulations that have been duly approved by the municipal or other governmental authorities having jurisdiction; that the required building permits and other permits have been obtained as required; and that no environmental impact statement is required or that such environmental impact statement has been properly filed and approved.
- c. Appropriate certifications of compliance in all respects with labor standards and prevailing wage requirements applicable under federal law.
- d. Such other supporting evidence as may be requested by the WVHDF or its agents to substantiate all payments (proof of payment) which are to be made out of the relevant disbursement and/or to substantiate all payments then made with respect to the Project, including but not limited to, canceled checks, invoices, and receipts.
- e. The WVHDF shall have determined that all CDBG-DR requirements pertaining to the disbursement of funds have been met, including, but not limited to, the monitoring of Davis-Bacon compliance, as applicable.
- f. The WVHDF shall have received a current inspection report from a WVHDF inspector that verifies satisfactory completion of work to CDBG-DR standards.
- g. The WVHDF shall have received a current/updated title endorsement, if required.
- h. No determination shall have been made by the WVHDF/WVDO that the undisbursed amount of the loan is less than the amount necessary to pay all costs and expenses of any kind that reasonably may be anticipated in connection with the completion of the Project.

(2) Conditions of Final Disbursement

In addition to the requirements set forth in (1) above, the WVHDF/WVDO shall require the following prior to the final disbursement of funds, the request for which shall not be submitted before completion of the Project, including all landscape requirements and offsite utilities and streets and correction of defects in workmanship and/or materials.

- A certificate of occupancy, if applicable, a certificate of substantial completion from the Project's architect, the builder's warranty from the general contractor, and a final approved construction report from the WVHDF's Technical Services Department for the Project and other requirements as outlined in the Project's Written Agreement.
- Identification of the designated street address of the Project, including as applicable the street addresses assigned for the leasing office and each residential structure and the specific unit designations (e.g., unit number or lettering such as #12 or Apartment B-3) for all units.
- Evidence satisfactory to the WVHDF that the Project has been completed lien free and substantially in accordance with the plans and specifications.
- Review and final settlement of the cost certification by an independent CPA.
- Such other supporting evidence as may be requested by the WVHDF/WVDO or its agent to substantiate all payments which are to be made out of the final disbursement and/or to substantiate all payments then made with respect to the Project.
- Lease-up of all CDBG-DR assisted units, submission of tenant data necessary for WVDO to complete the Project in HUD's DRGR system, and the WVHDF's approval of income determinations for LMI assisted tenants.
- A determination by the WVHDF/WVDO that all CDBG-DR requirements pertaining to the initial development of the Project have been met, including but not limited to, the monitoring of Davis-Bacon compliance, as applicable.

(3) Limitation on Draw Requests

- In all cases, Owner may not request disbursement of Program funds until funds are needed for the payment of eligible costs, and all disbursement requests must be limited to the amount needed at the time of the request.

- No disbursements for materials stored will be made by the WVHDF unless Owner shall advise the WVHDF of its intention to store materials prior to their delivery. The approval of disbursements for materials stored shall be determined at the WVHDF's sole discretion.
- If all or a portion of the developer's fee is not budgeted to be paid with Program funds, 10% of total Program funds will be held as retainage (in addition to retainage that is customary in construction contracts) until submission and approval of all items in (2) above.

D. Project Completion

Owners are required to submit demographic data at lease up for all CDBG-DR-assisted units. Data shall include elderly status, race, gender, female head of household, number of household members, and percent of area median income (Exhibit H – Demographics-Household Characteristics form). In addition, prior approval is required of all Leases and Tenant Income Certifications for all LMI units. Owners must be aware that the affordability period does not begin for CDBG-DR funded units until all project costs are processed, all demographic data is verified by WVDO staff, and the project is entered as completed in HUD's DRGR System.

12. ON-GOING MONITORING

Following project closeout, the WVDO will monitor the Project for on-going compliance with CDBG-DR requirements including, but not limited to, income and rent restrictions. In addition to requiring periodic reporting as outlined in Section 8.D. Reporting and Recordkeeping of this document, the WVDO may conduct on-site monitoring visits. The purpose of these visits will include, at minimum, reviews of project records and inspection of the premises including common areas and residential units.

In most cases, the WVDO conducts such reviews annually. However, the WVDO reserves the right to conduct site visits more or less frequently based on changes to CDBG-DR regulations, WVDO policy, or based on evidence of compliance deficiencies in a prior monitoring visit.

U. S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

PROGRAM	2019 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Fayette County, WV HUD Metro FMR Area								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Raleigh County, WV HUD Metro FMR Area								
30% LIMITS	12050	13800	15500	17200	18600	20000	21350	22750
VERY LOW INCOME	20100	23000	25850	28700	31000	33300	35600	37900
60% LIMITS	24120	27600	31020	34440	37200	39960	42720	45480
LOW INCOME	32150	36750	41350	45900	49600	53250	56950	60600
Charleston, WV HUD Metro FMR Area								
30% LIMITS	13450	15400	17300	19200	20750	22300	23850	25350
VERY LOW INCOME	22400	25600	28800	32000	34600	37150	39700	42250
60% LIMITS	26880	30720	34560	38400	41520	44580	47640	50700
LOW INCOME	35850	41000	46100	51200	55300	59400	63500	67600
Boone County, WV HUD Metro FMR Area								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Cumberland, MD-WV MSA								
30% LIMITS	14350	16400	18450	20500	22150	23800	25450	27100
VERY LOW INCOME	23950	27400	30800	34200	36950	39700	42450	45150
60% LIMITS	28740	32880	36960	41040	44340	47640	50940	54180
LOW INCOME	38300	43800	49250	54700	59100	63500	67850	72250
Martinsburg, WV HUD Metro FMR Area								
30% LIMITS	15700	17950	20200	22400	24200	26000	27800	29600
VERY LOW INCOME	26150	29900	33650	37350	40350	43350	46350	49350
60% LIMITS	31380	35880	40380	44820	48420	52020	55620	59220
LOW INCOME	41800	47800	53750	59700	64500	69300	74050	78850
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area								
30% LIMITS	11850	13550	15250	16900	18300	19650	21000	22350
VERY LOW INCOME	19750	22600	25400	28200	30500	32750	35000	37250
60% LIMITS	23700	27120	30480	33840	36600	39300	42000	44700
LOW INCOME	31600	36100	40600	45100	48750	52350	55950	59550

U. S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

PROGRAM	2019 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Lincoln County, WV HUD Metro FMR Area								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Putnam County, WV HUD Metro FMR Area								
30% LIMITS	15550	17750	19950	22150	23950	25700	27500	29250
VERY LOW INCOME	25850	29550	33250	36900	39900	42850	45800	48750
60% LIMITS	31020	35460	39900	44280	47880	51420	54960	58500
LOW INCOME	41350	47250	53150	59050	63800	68500	73250	77950
Morgantown, WV MSA								
30% LIMITS	15700	17950	20200	22400	24200	26000	27800	29600
VERY LOW INCOME	26150	29850	33600	37300	40300	43300	46300	49250
60% LIMITS	31380	35820	40320	44760	48360	51960	55560	59100
LOW INCOME	41800	47800	53750	59700	64500	69300	74050	78850
Parkersburg-Vienna, WV MSA								
30% LIMITS	12400	14150	15900	17650	19100	20500	21900	23300
VERY LOW INCOME	20600	23550	26500	29400	31800	34150	36500	38850
60% LIMITS	24720	28260	31800	35280	38160	40980	43800	46620
LOW INCOME	32950	37650	42350	47050	50850	54600	58350	62150
Jefferson County, WV HUD Metro FMR Area								
30% LIMITS	19250	22000	24750	27500	29700	31900	34100	36300
VERY LOW INCOME	32100	36700	41300	45850	49550	53200	56900	60550
60% LIMITS	38520	44040	49560	55020	59460	63840	68280	72660
LOW INCOME	51350	58700	66050	73350	79250	85100	91000	96850
Weirton-Steubenville, WV-OH MSA								
30% LIMITS	13750	15700	17650	19600	21200	22750	24350	25900
VERY LOW INCOME	22900	26200	29450	32700	35350	37950	40550	43200
60% LIMITS	27480	31440	35340	39240	42420	45540	48660	51840
LOW INCOME	36650	41850	47100	52300	56500	60700	64900	69050
Wheeling, WV-OH MSA								
30% LIMITS	13700	15650	17600	19550	21150	22700	24250	25850
VERY LOW INCOME	22850	26100	29350	32600	35250	37850	40450	43050
60% LIMITS	27420	31320	35220	39120	42300	45420	48540	51660
LOW INCOME	36550	41750	46950	52150	56350	60500	64700	68850

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

----- 2019 ADJUSTED HOME INCOME LIMITS -----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Winchester, VA-WV MSA								
30% LIMITS	15450	17650	19850	22050	23850	25600	27350	29150
VERY LOW INCOME	25750	29400	33100	36750	39700	42650	45600	48550
60% LIMITS	30900	35280	39720	44100	47640	51180	54720	58260
LOW INCOME	41200	47050	52950	58800	63550	68250	72950	77650
Barbour County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Braxton County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Calhoun County, WV								
30% LIMITS	11800	13500	15200	16850	18200	19550	20900	22250
VERY LOW INCOME	19650	22450	25250	28050	30300	32550	34800	37050
60% LIMITS	23580	26940	30300	33660	36360	39060	41760	44460
LOW INCOME	31450	35950	40450	44900	48500	52100	55700	59300
Doddridge County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Gilmer County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Grant County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

PROGRAM	2019 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Greenbrier County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Hardy County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Harrison County, WV								
30% LIMITS	14500	16550	18600	20650	22350	24000	25650	27300
VERY LOW INCOME	24150	27600	31050	34450	37250	40000	42750	45500
60% LIMITS	28980	33120	37260	41340	44700	48000	51300	54600
LOW INCOME	38600	44100	49600	55100	59550	63950	68350	72750
Jackson County, WV								
30% LIMITS	12400	14150	15900	17650	19100	20500	21900	23300
VERY LOW INCOME	20600	23550	26500	29400	31800	34150	36500	38850
60% LIMITS	24720	28260	31800	35280	38160	40980	43800	46620
LOW INCOME	32950	37650	42350	47050	50850	54600	58350	62150
Lewis County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Logan County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
McDowell County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

PROGRAM	2019 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Marion County, WV								
30% LIMITS	13100	14950	16800	18650	20150	21650	23150	24650
VERY LOW INCOME	21800	24900	28000	31100	33600	36100	38600	41100
60% LIMITS	26160	29880	33600	37320	40320	43320	46320	49320
LOW INCOME	34850	39800	44800	49750	53750	57750	61700	65700
Mason County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Mercer County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Mingo County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Monroe County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Morgan County, WV								
30% LIMITS	13000	14850	16700	18550	20050	21550	23050	24500
VERY LOW INCOME	21700	24800	27900	30950	33450	35950	38400	40900
60% LIMITS	26040	29760	33480	37140	40140	43140	46080	49080
LOW INCOME	34700	39650	44600	49550	53550	57500	61450	65450
Nicholas County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

PROGRAM	2019 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Pendleton County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Pleasants County, WV								
30% LIMITS	11650	13300	14950	16600	17950	19300	20600	21950
VERY LOW INCOME	19400	22150	24900	27650	29900	32100	34300	36500
60% LIMITS	23280	26580	29880	33180	35880	38520	41160	43800
LOW INCOME	31000	35400	39850	44250	47800	51350	54900	58450
Pocahontas County, WV								
30% LIMITS	11850	13550	15250	16900	18300	19650	21000	22350
VERY LOW INCOME	19750	22600	25400	28200	30500	32750	35000	37250
60% LIMITS	23700	27120	30480	33840	36600	39300	42000	44700
LOW INCOME	31600	36100	40600	45100	48750	52350	55950	59550
Randolph County, WV								
30% LIMITS	11550	13200	14850	16450	17800	19100	20400	21750
VERY LOW INCOME	19250	22000	24750	27450	29650	31850	34050	36250
60% LIMITS	23100	26400	29700	32940	35580	38220	40860	43500
LOW INCOME	30750	35150	39550	43900	47450	50950	54450	57950
Ritchie County, WV								
30% LIMITS	11450	13050	14700	16300	17650	18950	20250	21550
VERY LOW INCOME	19050	21750	24450	27150	29350	31500	33700	35850
60% LIMITS	22860	26100	29340	32580	35220	37800	40440	43020
LOW INCOME	30450	34800	39150	43450	46950	50450	53900	57400
Roane County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Summers County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

PROGRAM	2019 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Taylor County, WV								
30% LIMITS	11950	13650	15350	17050	18450	19800	21150	22550
VERY LOW INCOME	19950	22800	25650	28450	30750	33050	35300	37600
60% LIMITS	23940	27360	30780	34140	36900	39660	42360	45120
LOW INCOME	31850	36400	40950	45500	49150	52800	56450	60100
Tucker County, WV								
30% LIMITS	11850	13550	15250	16900	18300	19650	21000	22350
VERY LOW INCOME	19750	22550	25350	28150	30450	32700	34950	37200
60% LIMITS	23700	27060	30420	33780	36540	39240	41940	44640
LOW INCOME	31550	36050	40550	45050	48700	52300	55900	59500
Tyler County, WV								
30% LIMITS	11500	13150	14800	16400	17750	19050	20350	21650
VERY LOW INCOME	19150	21850	24600	27300	29500	31700	33900	36050
60% LIMITS	22980	26220	29520	32760	35400	38040	40680	43260
LOW INCOME	30600	35000	39350	43700	47200	50700	54200	57700
Upshur County, WV								
30% LIMITS	11650	13300	14950	16600	17950	19300	20600	21950
VERY LOW INCOME	19400	22200	24950	27700	29950	32150	34350	36600
60% LIMITS	23280	26640	29940	33240	35940	38580	41220	43920
LOW INCOME	31050	35450	39900	44300	47850	51400	54950	58500
Webster County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Wetzel County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Wyoming County, WV								
30% LIMITS	11400	13000	14650	16250	17550	18850	20150	21450
VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
60% LIMITS	22800	26040	29280	32520	35160	37740	40380	42960
LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

		2019 HOME PROGRAM RENTS					
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Fayette County, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	475	506	610	705	786	868	948
HIGH HOME RENT LIMIT	503	506	632	862	965	1047	1128
For Information Only:							
FAIR MARKET RENT	503	506	632	862	977	1124	1270
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Raleigh County, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	502	538	646	746	832	918	1004
HIGH HOME RENT LIMIT	633	650	744	932	1025	1112	1200
For Information Only:							
FAIR MARKET RENT	633	650	744	932	1174	1350	1526
50% RENT LIMIT	502	538	646	746	832	918	1004
65% RENT LIMIT	634	680	818	936	1025	1112	1200
Charleston, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	527	600	720	832	928	1024	1120
HIGH HOME RENT LIMIT	527	671	821	1029	1150	1250	1350
For Information Only:							
FAIR MARKET RENT	527	671	821	1029	1184	1362	1539
50% RENT LIMIT	560	600	720	832	928	1024	1120
65% RENT LIMIT	709	761	914	1048	1150	1250	1350
Boone County, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	415	504	628	725	810	893	976
HIGH HOME RENT LIMIT	415	504	646	811	873	1004	1135
For Information Only:							
FAIR MARKET RENT	415	504	646	811	873	1004	1135
50% RENT LIMIT	488	523	628	725	810	893	976
65% RENT LIMIT	688	738	888	1017	1115	1211	1308
Cumberland, MD-WV MSA							
LOW HOME RENT LIMIT	513	593	700	948	1105	1219	1333
HIGH HOME RENT LIMIT	513	593	700	948	1180	1357	1534
For Information Only:							
FAIR MARKET RENT	513	593	700	948	1180	1357	1534
50% RENT LIMIT	667	715	857	990	1105	1219	1333
65% RENT LIMIT	876	941	1131	1297	1428	1557	1686
Martinsburg, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	667	715	857	990	1105	1219	1333
HIGH HOME RENT LIMIT	706	834	1014	1320	1453	1584	1716
For Information Only:							
FAIR MARKET RENT	706	834	1014	1407	1781	2048	2315
50% RENT LIMIT	667	715	857	990	1105	1219	1333
65% RENT LIMIT	891	956	1149	1320	1453	1584	1716

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

----- 2019 HOME PROGRAM RENTS -----							
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Huntington-Ashland, WV-KY-OH HUD Metro FMR							
LOW HOME RENT LIMIT	493	529	635	733	818	903	987
HIGH HOME RENT LIMIT	509	609	734	924	1011	1097	1184
For Information Only:							
FAIR MARKET RENT	509	609	734	989	1178	1355	1531
50% RENT LIMIT	493	529	635	733	818	903	987
65% RENT LIMIT	625	671	808	924	1011	1097	1184
Lincoln County, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	453	513	643	768	857	946	1034
HIGH HOME RENT LIMIT	453	513	643	901	1015	1167	1305
For Information Only:							
FAIR MARKET RENT	453	513	643	901	1015	1167	1320
50% RENT LIMIT	517	554	665	768	857	946	1034
65% RENT LIMIT	686	736	886	1014	1111	1208	1305
Putnam County, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	600	644	831	960	1071	1181	1291
HIGH HOME RENT LIMIT	600	644	852	1104	1263	1452	1572
For Information Only:							
FAIR MARKET RENT	600	644	852	1104	1263	1452	1642
50% RENT LIMIT	646	692	831	960	1071	1181	1291
65% RENT LIMIT	820	880	1058	1213	1334	1453	1572
Morgantown, WV MSA							
LOW HOME RENT LIMIT	653	678	787	970	1066	1194	1305
HIGH HOME RENT LIMIT	670	678	787	1045	1066	1226	1386
For Information Only:							
FAIR MARKET RENT	670	678	787	1045	1066	1226	1386
50% RENT LIMIT	653	700	840	970	1082	1194	1305
65% RENT LIMIT	829	889	1069	1227	1350	1471	1592
Parkersburg-Vienna, WV MSA							
LOW HOME RENT LIMIT	515	551	662	765	853	941	1029
HIGH HOME RENT LIMIT	547	605	722	960	1051	1141	1231
For Information Only:							
FAIR MARKET RENT	547	605	722	994	1124	1293	1461
50% RENT LIMIT	515	551	662	765	853	941	1029
65% RENT LIMIT	649	697	838	960	1051	1141	1231
Jefferson County, WV HUD Metro FMR Area							
LOW HOME RENT LIMIT	769	774	903	1192	1330	1468	1604
HIGH HOME RENT LIMIT	769	774	903	1306	1586	1824	1980
For Information Only:							
FAIR MARKET RENT	769	774	903	1306	1586	1824	2062
50% RENT LIMIT	802	860	1032	1192	1330	1468	1604
65% RENT LIMIT	1024	1098	1319	1516	1671	1826	1980

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Weirton-Stenbenville, WV-OH MSA							
LOW HOME RENT LIMIT	450	555	700	850	946	1046	1144
HIGH HOME RENT LIMIT	450	555	700	883	946	1088	1230
For Information Only:							
FAIR MARKET RENT	450	555	700	883	946	1088	1230
50% RENT LIMIT	572	613	736	850	948	1046	1144
65% RENT LIMIT	724	777	934	1071	1175	1278	1382
Wheeling, WV-OH MSA							
LOW HOME RENT LIMIT	548	552	702	848	946	1043	1141
HIGH HOME RENT LIMIT	548	552	702	900	1092	1256	1378
For Information Only:							
FAIR MARKET RENT	548	552	702	900	1092	1256	1420
50% RENT LIMIT	571	611	733	848	946	1043	1141
65% RENT LIMIT	723	776	933	1069	1173	1276	1378
Winchester, VA-WV MSA							
LOW HOME RENT LIMIT	646	692	831	960	1071	1181	1291
HIGH HOME RENT LIMIT	719	724	958	1237	1360	1482	1604
For Information Only:							
FAIR MARKET RENT	719	724	958	1310	1683	1935	2188
50% RENT LIMIT	646	692	831	960	1071	1181	1291
65% RENT LIMIT	835	896	1078	1237	1360	1482	1604
Barbour County, WV							
LOW HOME RENT LIMIT	475	498	610	705	786	868	948
HIGH HOME RENT LIMIT	495	498	624	782	948	1047	1128
For Information Only:							
FAIR MARKET RENT	495	498	624	782	948	1090	1232
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Braxton County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	521	545	624	880	965	1047	1128
For Information Only:							
FAIR MARKET RENT	521	545	624	880	1021	1174	1327
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Calhoun County, WV							
LOW HOME RENT LIMIT	491	516	624	729	813	898	981
HIGH HOME RENT LIMIT	513	516	624	782	894	1028	1162
For Information Only:							
FAIR MARKET RENT	513	516	624	782	894	1028	1162
50% RENT LIMIT	491	526	631	729	813	898	981
65% RENT LIMIT	619	664	799	914	1000	1085	1170

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Doddridge County, WV							
LOW HOME RENT LIMIT	475	482	610	705	786	868	948
HIGH HOME RENT LIMIT	479	482	638	883	914	1047	1128
For Information Only:							
FAIR MARKET RENT	479	482	638	911	914	1051	1188
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Gilmer County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	521	521	624	840	843	969	1096
For Information Only:							
FAIR MARKET RENT	521	521	624	840	843	969	1096
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	633	679	817	935	1024	1111	1198
Grant County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	523	547	626	816	1020	1107	1194
For Information Only:							
FAIR MARKET RENT	523	547	626	816	1100	1265	1430
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	631	678	814	932	1020	1107	1194
Greenbrier County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	573	599	686	912	978	1088	1173
For Information Only:							
FAIR MARKET RENT	573	599	686	912	978	1125	1271
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	620	666	801	917	1003	1088	1173
Hardy County, WV							
LOW HOME RENT LIMIT	469	472	610	705	786	868	948
HIGH HOME RENT LIMIT	469	472	624	828	894	1028	1128
For Information Only:							
FAIR MARKET RENT	469	472	624	828	894	1028	1162
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Harrison County, WV							
LOW HOME RENT LIMIT	586	590	706	895	1000	1103	1205
HIGH HOME RENT LIMIT	586	590	706	895	1049	1206	1364
For Information Only:							
FAIR MARKET RENT	586	590	706	895	1049	1206	1364
50% RENT LIMIT	603	646	776	896	1000	1103	1205
65% RENT LIMIT	765	821	987	1131	1243	1352	1462

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Jackson County, WV							
LOW HOME RENT LIMIT	520	545	624	772	862	951	1039
HIGH HOME RENT LIMIT	521	545	624	848	1063	1154	1245
For Information Only:							
FAIR MARKET RENT	521	545	624	848	1096	1260	1425
50% RENT LIMIT	520	557	668	772	862	951	1039
65% RENT LIMIT	656	704	847	970	1063	1154	1245
Lewis County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	545	546	653	818	965	1047	1128
For Information Only:							
FAIR MARKET RENT	545	546	653	818	992	1141	1290
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Logan County, WV							
LOW HOME RENT LIMIT	453	481	610	705	786	868	948
HIGH HOME RENT LIMIT	453	481	625	783	914	1047	1128
For Information Only:							
FAIR MARKET RENT	453	481	625	783	914	1051	1188
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
McDowell County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	521	545	624	782	918	1047	1128
For Information Only:							
FAIR MARKET RENT	521	545	624	782	918	1056	1193
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Marion County, WV							
LOW HOME RENT LIMIT	545	578	700	808	902	996	1088
HIGH HOME RENT LIMIT	575	578	765	958	1116	1213	1310
For Information Only:							
FAIR MARKET RENT	575	578	765	958	1275	1466	1658
50% RENT LIMIT	545	583	700	808	902	996	1088
65% RENT LIMIT	689	739	889	1018	1116	1213	1310
Mason County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	521	539	624	883	940	1047	1128
For Information Only:							
FAIR MARKET RENT	521	539	624	902	940	1081	1222
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Mercer County, WV							
LOW HOME RENT LIMIT	457	498	610	705	786	868	948
HIGH HOME RENT LIMIT	457	498	624	808	965	1047	1128
For Information Only:							
FAIR MARKET RENT	457	498	624	808	987	1135	1283
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Mingo County, WV							
LOW HOME RENT LIMIT	475	504	610	705	786	868	948
HIGH HOME RENT LIMIT	501	504	667	836	902	1037	1128
For Information Only:							
FAIR MARKET RENT	501	504	667	836	902	1037	1173
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Monroe County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	513	516	624	782	843	969	1096
For Information Only:							
FAIR MARKET RENT	513	516	624	782	843	969	1096
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Morgan County, WV							
LOW HOME RENT LIMIT	596	624	714	962	965	1110	1255
HIGH HOME RENT LIMIT	596	624	714	962	965	1110	1255
For Information Only:							
FAIR MARKET RENT	596	624	714	962	965	1110	1255
50% RENT LIMIT	667	715	857	990	1105	1219	1333
65% RENT LIMIT	876	941	1131	1297	1428	1557	1686
Nicholas County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	513	516	624	816	894	1028	1128
For Information Only:							
FAIR MARKET RENT	513	516	624	816	894	1028	1162
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Pendleton County, WV							
LOW HOME RENT LIMIT	475	502	610	705	786	868	948
HIGH HOME RENT LIMIT	499	502	624	883	965	1047	1128
For Information Only:							
FAIR MARKET RENT	499	502	624	902	1096	1260	1425
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Pleasants County, WV							
LOW HOME RENT LIMIT	506	542	651	751	838	925	1011
HIGH HOME RENT LIMIT	552	556	672	842	963	1107	1252
For Information Only:							
FAIR MARKET RENT	552	556	672	842	963	1107	1252
50% RENT LIMIT	506	542	651	751	838	925	1011
65% RENT LIMIT	706	758	912	1044	1145	1245	1345
Pocahontas County, WV							
LOW HOME RENT LIMIT	469	472	625	733	818	903	987
HIGH HOME RENT LIMIT	469	472	625	873	881	1013	1145
For Information Only:							
FAIR MARKET RENT	469	472	625	873	881	1013	1145
50% RENT LIMIT	493	529	635	733	818	903	987
65% RENT LIMIT	623	668	803	919	1006	1091	1177
Randolph County, WV							
LOW HOME RENT LIMIT	481	515	618	713	796	878	960
HIGH HOME RENT LIMIT	506	556	637	798	882	1014	1147
For Information Only:							
FAIR MARKET RENT	506	556	637	798	882	1014	1147
50% RENT LIMIT	481	515	618	713	796	878	960
65% RENT LIMIT	608	653	786	899	983	1066	1149
Ritchie County, WV							
LOW HOME RENT LIMIT	476	510	611	706	787	869	950
HIGH HOME RENT LIMIT	521	545	624	822	968	1088	1173
For Information Only:							
FAIR MARKET RENT	521	545	624	822	968	1113	1258
50% RENT LIMIT	476	510	611	706	787	869	950
65% RENT LIMIT	620	666	801	917	1003	1088	1173
Roane County, WV							
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	521	523	624	856	923	1047	1128
For Information Only:							
FAIR MARKET RENT	521	523	624	856	923	1061	1200
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Summers County, WV							
LOW HOME RENT LIMIT	475	503	610	705	786	868	948
HIGH HOME RENT LIMIT	486	503	624	883	965	1047	1128
For Information Only:							
FAIR MARKET RENT	486	503	624	894	1096	1260	1425
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
STATE: WEST VIRGINIA

		2019 HOME PROGRAM RENTS					
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Taylor County, WV							
LOW HOME RENT LIMIT	498	522	624	740	826	911	995
HIGH HOME RENT LIMIT	521	522	624	832	871	1002	1132
For Information Only:							
FAIR MARKET RENT	521	522	624	832	871	1002	1132
50% RENT LIMIT	498	534	641	740	826	911	995
65% RENT LIMIT	628	674	811	929	1016	1102	1189
Tucker County, WV							
LOW HOME RENT LIMIT	493	516	624	732	817	901	985
HIGH HOME RENT LIMIT	513	516	624	782	894	1028	1162
For Information Only:							
FAIR MARKET RENT	513	516	624	782	894	1028	1162
50% RENT LIMIT	493	528	633	732	817	901	985
65% RENT LIMIT	621	667	802	918	1005	1090	1175
Tyler County, WV							
LOW HOME RENT LIMIT	472	512	615	710	792	874	955
HIGH HOME RENT LIMIT	472	545	624	793	1025	1112	1200
For Information Only:							
FAIR MARKET RENT	472	545	624	793	1096	1260	1425
50% RENT LIMIT	478	512	615	710	792	874	955
65% RENT LIMIT	634	680	818	936	1025	1112	1200
Upshur County, WV							
LOW HOME RENT LIMIT	424	510	623	720	803	886	969
HIGH HOME RENT LIMIT	424	510	641	826	988	1071	1154
For Information Only:							
FAIR MARKET RENT	424	510	641	826	1092	1256	1420
50% RENT LIMIT	485	520	623	720	803	886	969
65% RENT LIMIT	610	655	788	902	988	1071	1154
Webster County, WV							
LOW HOME RENT LIMIT	442	499	610	705	786	868	948
HIGH HOME RENT LIMIT	442	499	660	827	946	1047	1128
For Information Only:							
FAIR MARKET RENT	442	499	660	827	946	1088	1230
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128
Wetzel County, WV							
LOW HOME RENT LIMIT	480	506	618	715	797	880	962
HIGH HOME RENT LIMIT	480	506	624	850	1035	1128	1217
For Information Only:							
FAIR MARKET RENT	480	506	624	850	1035	1190	1346
50% RENT LIMIT	481	515	618	715	797	880	962
65% RENT LIMIT	643	689	829	949	1039	1128	1217

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD
 STATE: WEST VIRGINIA

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
LOW HOME RENT LIMIT	475	508	610	705	786	868	948
HIGH HOME RENT LIMIT	513	516	624	883	965	1047	1128
FOR INFORMATION ONLY:							
FAIR MARKET RENT	513	516	624	902	998	1148	1297
50% RENT LIMIT	475	508	610	705	786	868	948
65% RENT LIMIT	598	641	772	883	965	1047	1128

Wyoming County, WV

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the 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.

WATER AND ENERGY CONSERVATION MEASURES

- Water-Conserving Fixtures**
Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]
- ENERGY STAR Appliances**
Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.
- Air Sealing: Building Envelope**
Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.
- Insulation: Attic** (if applicable to building type)

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.
- Insulation: Flooring** (if applicable to building type)
Install \geq 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.
- Duct Sealing** (if applicable to building type)

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.
- Air Barrier System**
Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.
- Radiant Barriers: Roofing**
When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.
- Windows**
When replacing windows, install geographically appropriate ENERGY STAR rated windows.
- Sizing of Heating and Cooling Equipment**

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.

- Domestic Hot Water Systems**
When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.
- Efficient Lighting: Interior Units**
Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.
- Efficient Lighting: Common Areas and Emergency Lighting** (if applicable to building type)
Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; **OR** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.
- Efficient Lighting: Exterior**
Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY

- Air Ventilation: Single Family and Multifamily** (three stories or fewer)
Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.
- Air Ventilation: Multifamily** (four stories or more)
Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.
- Composite Wood Products that Emit Low/No Formaldehyde**
Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.
- Environmentally Preferable Flooring**
When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.
- Low/No VOC Paints and Primers**

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

Low/No VOC Adhesives and Sealants

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

Clothes Dryer Exhaust

Vent clothes dryers directly to the outdoors using rigid-type duct work.

Mold Inspection and Remediation

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

Combustion Equipment

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

Mold Prevention: Water Heaters

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

Mold Prevention: Surfaces

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.

Mold Prevention: Tub and Shower Enclosures

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

Lead-Safe Work Practices

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

Radon Testing and Mitigation (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465.

Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Report

NOTE: The following information is required for governmental statistical reporting.

Part I. General Information			
1. Participant Name	2. Activity Name	3. DRGR Activity ID Number	
4. Name of Person Completing this Report		5. Phone Number (include Area Code)	
6. Address	7. City	8. State	9. Zip Code

Part II. Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)						
In the table below, indicate the number and dollar value of contracts for CDBG-DR projects completed during the reporting period.						
	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
A. Contracts						
1. Number						
2. Dollar Amount						
B. Subcontracts						
1. Number						
2. Dollar Amount						
	a. Total	b. Women Business Enterprises (WBE)	c. Male			
C. Contracts						
1. Number						
2. Dollar Amount						
D. Subcontracts						
1. Number						
2. Dollar Amount						

Minority Business Enterprise/Women Business Enterprise contractors or subcontractors were NOT available or used in this project (please complete Column a. Total).

Part III. Definitions
<p>Minority Business Enterprise (MBE): A business concern which (1) is certified as socially and economically disadvantaged by the Small Business Administration (SBA); or (2) is certified as a minority business enterprise by a state or federal agency; or (3) is independent and at least 51% owned and controlled by minority group member(s).</p> <p><i>(Minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members have been determined to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Executive Order 11625, §5.)</i></p> <p>Women Business Enterprise (WBE): A business concern which (1) is certified as economically and socially disadvantaged by the SBA, and (2) (a) is at least 51% owned by one or more women, or in the case of a publicly-owned business, at least 51% of the stock is owned by one or more women, and (b) whose daily business operations are managed and directed by one or more of the women owners.</p>

Authorized Signature

Date

CDBG-DR PROGRAM LEASE ADDENDUM

This agreement between _____ (*Resident*), and _____ (*Owner*) of the community known as _____, is hereby attached and made part of the Lease / Rental Agreement commencing on _____, 20_____.

- I. **Lease.** There must be a written lease between the tenant and the owner of rental housing assisted with CDBG-DR funds that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.

The resident has been offered a one year lease term and has elected a: (Must check one box)

One year lease Six month lease Month-to-month (lease renewals only)

- II. **Prohibited lease terms.** The lease may not contain any of the following provisions:
- (1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - (2) *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - (3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - (4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - (5) *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
 - (7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
 - (8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
 - (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- III. **Termination of tenancy.** An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with CDBG-DR funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.





Section 3 Policies and Procedures
for Recipients of
HOME and/or HTF Program Funds

*West Virginia Housing Development Fund
5710 MacCorkle Avenue, SE
Charleston, WV 25304
Telephone: (304) 391-8600*

OVERVIEW

The West Virginia Housing Development Fund (the Fund) and the entities to which it provides HOME and HTF funds (collectively Federal funds) must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3). Section 3 requires that economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons that reside in the project's service area and the businesses that employ them, to the greatest possible extent. Section 3 establishes goals for (1) job training and employment opportunities for any new hires that result from the investment of Federal funds, and (2) contracting and subcontracting opportunities that result from Federal fund investments.

These procedures summarize the Section 3 requirements and describe how the Fund implements them. They outline what the Fund and its housing partners must do to comply with Section 3 and identify the record-keeping and reporting requirements that funded entities must conduct.

Resources on Section 3

- The Section 3 implementing regulations (at 24 CFR part 135) can be found at, http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf
- HUD' Fair Housing and Equal Opportunity Office maintains a Section 3 website that provides detailed guidance and updated policy guidance on Section 3 at, http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_op/p/section3/section3

SUMMARY OF THE SECTION 3 REQUIREMENTS

The Section 3 regulation identifies who is subject to the Section 3 requirements, to what projects these requirements apply, and how funded entities can comply, as follows:

Entities that Are Subject to Section 3

The Fund is subject to the Section 3 requirements, as are all the entities that receive Federal funds from the Fund. This includes contractors, subcontractors, developers (including community housing development organizations), owners, and sponsors (collectively Recipients).

Determining Section 3 Applicability

Section 3 applies only to projects of a certain scope and size (in terms of monetary threshold) and is triggered when these thresholds are met and **new** hiring and/or contracting opportunities are generated by the use of Federal funds.

- Scope. Section 3 requirements apply to projects that involve work arising in connection with the construction or rehabilitation of a Federally-funded project, regardless of how the Federal funds are actually spent. Section 3 requirements do not apply to projects that do not involve rehabilitation and new construction, such as direct homebuyer assistance for the purchase of standard housing, or tenant-based rental assistance programs.
- Dollar Thresholds. Section 3 applies when these thresholds are met:
 1. The Fund receives more than \$200,000 in Federal funds and invests any amount of these funds to carry out new construction or rehabilitation activity (including demolition and lead-based paint abatement).
 2. A contractor/subcontractor of a project receives a contract for \$100,000 or more in Federal funds. Note, once it is determined that Section 3 applies to a project, the Section 3 requirements apply to **all** contracts over \$100,000, including those that are not funded with Federal funds.

Key Section 3 Requirements: Hiring and Contracting Goals

Section 3 establishes **minimum** numerical goals related to employment and contracting on eligible HUD-assisted projects.

- **Job training and employment**
 - A minimum of 30 percent of the aggregate number of new hires for a Section 3 project should be Section 3 residents (low- and very low-income residents of the area, as defined below) for each year for the duration of the project. Section 3 does not encourage or require employers to hire persons that are not qualified for the job.

- **Contracting**
 - A minimum of 10 percent of the total dollar amount of **construction-related contracts** should be with Section 3 business concerns (as defined below).
 - A minimum of 3 percent of the total dollar amount of **non-construction contracts** should be with Section 3 business concerns.

Definitions and Preferences: Section 3 Resident and Section 3 Business Concern

The Recipient must verify that the residents and businesses it employs and contracts with meet the HUD definitions in order to be “counted” towards the Section 3 goals. A self-certification is an acceptable form of verification (see Exhibits 2-D and 2-E).

Section 3 resident includes any low- or very low-income individual who resides in the metropolitan area or non-metropolitan county in which the Federal funds are expended. A family is low-income when its annual gross income is less than or equal to 80 percent of the median income for the County or the Metropolitan Statistical Area, whichever applies. It is very low-income when its annual gross income is less than or equal to 50 percent of the area median income.

Within the pool of Section 3 residents, where feasible, priority consideration should be given to:

- Category 1: Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located. The service area cannot extend beyond the unit of general local government in which the Federal funds are expended.
- Category 2: Participants in HUD Youthbuild programs.
- Category 3: Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority.
- Category 4: Other Section 3 residents, that is, low-income residents of the metropolitan area or non-metropolitan county who do not reside in the neighborhood, as defined in Category 1.

Section 3 business concern is a business that meets one or more of the following criteria:

- Is 51 percent or more owned by Section 3 residents.
- Has 30 percent or more permanent full-time employees that are currently Section 3 residents or were Section 3 residents within three years of the date of first employment with the business.
- Provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet the qualifications in the first and second bullet points above.

Within the pool of Section 3 business concerns, HUD requires the Fund and its partners to implement the following preferences:

- Category 1: Section 3 business concerns that provide economic opportunities for Section 3 residents in the neighborhood in which the HOME-funded project is located.
- Category 2: Applicants selected to carry out HUD Youthbuild programs.
- Category 3: Other Section 3 business concerns.

Compliance with Section 3

The Fund and its housing partners who are subject to Section 3 requirements must meet the numerical goals for employment and contracting opportunities to Section 3 residents and Section 3 business concerns to the greatest extent feasible. When the Fund or its housing partner meet the minimum numeric Section 3 goals for hiring and contracting, it demonstrates to HUD's satisfaction that it is in compliance with Section 3, absent any evidence to the contrary. This is a "safe harbor."

However, when the Fund or its housing partner is unable to meet these numeric goals, it is the responsibility of the Fund to demonstrate to HUD that it made all reasonable efforts to meet the goals, and to justify in detail why it was not feasible. HUD evaluates the Fund based on its assessment of the efforts that the Fund (and/or its housing partners) took to meet the hiring and contracting requirements and the impediments incurred despite actions taken.

SECTION 3 PROCEDURES FOR FEDERALLY FUNDED RECIPIENTS

The Fund has established the following procedures to ensure that its recipients of Federal funds comply with the federal Section 3 requirements.

A Recipient includes any entity that receives Federal funds from the Fund – directly, or indirectly through other entities -- that are subject to Section 3. This includes contractors, subcontractors, developers (including community housing development organizations), owners, and sponsors.

1. The Fund when receiving over \$200,000 in Federal funds for rehabilitation or new construction programs must comply with Section 3 in its own operations and must ensure compliance by its contractors and subcontractors.
2. Each Recipient that is subject to Section 3 will adopt and implement a Section 3 Plan of action (see Exhibit 2-B) provided by the Fund. The Plan will:
 - Describe the Section 3 requirements and contracting and hiring goals.
 - Identify the project neighborhood boundaries and describe the hiring preferences.
 - Outline the steps that must be taken to ensure that Section 3 residents and business concerns are made aware of any opportunities generated by the use of Federal funds.
 - Identify the staff person(s) responsible for administering and enforcing Section 3 (“Section 3 coordinator”).
3. The Fund will identify those projects/contractors that are subject to Section 3 and oversee the Section 3 implementation. This will include:
 - Require that contractors and subcontractors that receive \$100,000 or more to complete a Section 3 Plan of Action. (See Exhibit 2-B). As part of this Plan of Action, the contractor will identify the proposed subcontracting and new employment opportunities. (See Exhibits 2-C & 2-D)
 - Monitor the hiring and contracting activities related to the program/project.
4. For any Recipient receiving Federal funds from the Fund for work connected to new construction or rehabilitation, if the Recipient hires any new employees or issues any new contracts, then it must comply with Section 3 hiring and contracting goals to the greatest extent feasible and must document its efforts. The Fund adopts the federal Section 3 goals of:
 - 30% of all new hires shall be Section 3 residents
 - 10% of all construction-related contracts will be issued to Section 3 business concerns
 - 3% of all non-construction related contracts will be issued to Section 3 business concerns.

5. The Recipient will inform its contractors and subcontractors of Section 3 covered projects of the Section 3 requirements and hiring/contracting goals. The Recipient will provide a copy of these procedures to potential contractors and subcontractors and review these obligations at pre-bid meetings for potential bidders.
6. The Recipient must conduct outreach to notify potential Section 3 residents of training and employment opportunities generated by the investment of the Federal funds. At a minimum, the Recipient must (1) publish a Notice in the local newspaper to solicit Section 3 residents as a display advertisement; and (2) notify the Workforce West Virginia of all job openings. Exhibit 2-A provides a sample of the notice. The Recipient must retain documentation of these efforts – i.e., retain a copy of the advertised notice in its files and note the publication date(s); and, retain a copy of correspondence to the Workforce West Virginia.

Other optional outreach methods include: expanding advertising of employment and training programs via social media and in the project neighborhood; contacting community action agencies, health and human service providers, faith-based entities, public housing resident councils, or other entities that serve low-income residents of the neighborhood; sponsoring or establishing training and employment programs for Section 3 residents.

7. The Recipient shall notify Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance. At a minimum, the Recipient must publish a notice in the local newspaper to solicit Section 3 residents as a display advertisement. The Recipient must retain a copy of this advertisement in its files. Exhibit 2-A provides a sample of this notice.

Other optional outreach methods include: contacting any and all known Section 3 businesses, developing a Section 3 business communication network; expanding advertising to and/or contacting local chambers of commerce, small business associations, state and local economic development associations, minority contracting associations, or community organizations to seek their assistance in identifying, recruiting, and assisting any potential Section 3 business concerns.

8. The Recipient must collect and retain the names of all responding businesses and job seekers and provide them to all potential bidders and contractors.
9. All recipients must include, verbatim, a copy the Section 3 Clause in all solicitations and contracts as required in Section 24 CFR 135.38. This clause is provided as Exhibit 1.
10. Upon award of Federal funds, the Recipient will ask contractors and subcontractors that are subject to Section 3 to execute a Plan of Action that specifies the contractor/subcontractor, Section 3 obligations and documents their understanding of the Section 3 requirements. Exhibit 2-B provides a model of this Plan of Action.
11. The Recipient must secure and retain documentation that the new hires that are “counted” as Section 3 residents meet the income and residency requirements imposed by Section 3. The Recipient must ask the applicant/employee to self-certify its eligibility using the household income survey form provided as Exhibit 2-D. The Fund should review these forms to verify income and residency eligibility, using current HUD income

limits and the neighborhood boundaries of the project in order of federal preference (described above). **Income Limits are located at www.wvhdf.com**

12. The Recipient must secure and retain documentation that any Section 3 business concerns that it will “count” in its Section 3 contracting and subcontracting goals meet the federal definition of a Section 3 business concern. The Recipient should ask the head of the business to complete Exhibit 2-E to self-certify its eligibility. The Recipient should review these forms to provide for completeness and accuracy.
13. The Recipient must document all efforts to attain the annual numerical goals (30% of new hires, 10% of construction contracts, and 3% of non-construction contracts).
14. To the extent a Recipient fails to meet the Section 3 numerical goals, it must demonstrate/document that it has taken all feasible steps to comply. The Fund and HUD expect that the Recipient undertake more than the minimally required steps outlined here. In addition to the optional outreach efforts listed above, the Recipient might consider undertaking the following:
 - Designating a Section 3 Coordinator for the project to solicit qualified employees and contractors.
 - Maintaining a directory of Section 3 businesses in the jurisdiction for future use.
 - Working with economic development agencies in the jurisdiction to train and/or recruit qualified persons and entities to these public sector opportunities.
15. Submit annual report to the Fund on form HUD 60002. A sample of this form is provided as Exhibit 3.
16. Recipients must facilitate Section 3 compliance by developers, contractors, and subcontractors by providing information and guidance as needed. The Fund's HOME Regulatory Specialist is available to assist all recipients in meeting the Section 3 goals.

EXHIBITS TO SECTION 3 PROCEDURES

Exhibit 1: Certificate of Section 3 Compliance & Section 3 Clause (insert in all contracts subject to Section 3) **3.28a**

Exhibit 2: Section 3 Program Documentation / Forms

Exhibit 2-A – Section 3 Business and Employment Notice

Exhibit 2-B –Section 3 Plan of Action **3.28b**

Exhibit 2-C - Section 3 Proposed Subcontracts Breakdown **3.28c**

Exhibit 2-D - Section 3 Estimated Project Workforce Breakdown **3.28d**

- Existing Employee List **3.28e**
- Interview Log & New Hire Summary
- Section 3 Eligible Persons Certification

Exhibit 2-E - Section 3 Business Certification

Exhibit 3: Section 3 Summary Report Form

CERTIFICATE OF SECTION 3 COMPLIANCE (3.28a)

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

When job training, employment or contracting opportunities are generated because a HUD-assisted project or activity necessitates the employment of additional persons or the awarding of contracts for work, Section 3 requires that, to the greatest extent possible, Recipients of HUD financial assistance give preference to low- and very low-income persons, Section 3 business concerns or other Section 3 eligible persons residing in the community where the project is located.

_____ (hereinafter called the Recipient/Contractor) hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project: _____, _____, _____ **County** (the "**Project**") that the Recipient/Contractor:

- (a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- (b) will comply with HUD's regulations in 24 CFR Part 135; and
- (c) will submit to the West Virginia Housing Development Fund (the "Fund") a Section 3 Plan before a "Notice to Proceed" is issued or start date is projected; the developer or prime contractors will require all subcontractors to submit a Section 3 Plan prior to proceeding with their respective scope of work; and
- (d) will send to each labor organization or representative of workers with which the Recipient/ Contractor has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Recipient/Contractor's commitments under Section 3; and
- (e) will include the Section 3 Clause (24 CFR 135.38) and this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 (i.e., where the amount of the federal funding exceeds \$200,000 and the contract or subcontract exceeds \$100,000) and further agrees to take the appropriate

action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 135; and

(f) will not contract/subcontract with any contractor/subcontractor where the Recipient/ Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 135; and

(g) will not fill any vacant employment positions, including training positions (1) after the Recipient/Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Recipient/Contractor's obligations under 24 CFR Part 135; and

(h) will, to the extent feasible, make a good faith effort to utilize the services of Section 3 businesses located in or substantially owned by persons who live within the project boundaries.

Signature

By: _____

Its: _____

Date: _____

SECTION 3 CLAUSE (To Be Included in All Section 3-Covered Contracts)

All section 3-covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Business and Employment Notice

Directions: The Recipient must publish this notice as a display advertisement in the local newspaper's non-legal section and utilize all social media available to them.

(Recipient) is preparing to carry out *(Name of Project)* through the use of Federal HOME or HTF funds. In the implementation of this project the following job types may be available:

(List Job Classifications to be used during project)

In carrying out this project *(Recipient)*, its contractors and subcontractors will, to the greatest extent feasible, utilize qualified low-income persons who permanently reside within *(the County)* for employment and training positions.

All job openings will be listed with the local office of the Workforce West Virginia (WFWV). Persons qualified for the jobs listed should register at the following location:

(Name and Address of local WFWV Office or other location if appropriate)

Additionally, the following contracts and procurements will/may be made:

(List construction, non-construction, and service contracts to be procured during the project)

(List construction subcontracts, major, specific equipment and general types of materials to be used during the project)

(Recipient) will, to the greatest extent feasible, use businesses located in and owned or significantly represented by low-income persons residing in *(the County)*.

Any person residing in, or firm located in, the above named localities may request to participate in procurement opportunities associated with this project by contacting the following person within ten (10) days of this notice:

Name and contact information of Designated Recipient (address, phone, fax)

Written requests should include the name, address, product or service, and phone number.

All above-referenced procurements will be made on a competitive basis. The names of businesses who respond to this notice will be included on procurement lists for this project. Names of job seekers will be given to contractors.

Section 3 Plan of Action (3.28b)

Directions: To be completed by any entity receiving over \$100,000 in HOME / HTF funds (in combination with other HUD Section 3 covered funds.)

_____ (*Entity*) agrees to implement the following specific Plan of Action steps directed at increasing the utilization of low-income residents and businesses within the _____ (*County*).

- A. To ascertain from the Fund the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the Section 3 Plan of Action for _____ (*Name of Project*).
- B. To recruit from within the Section 3 area the necessary number of low-income residents through: a display advertisement in a local newspaper; signs placed at the project site; direct contact with the local Workforce West Virginia (WFWV) office, the local County (or City) Department of Social Services, and/or any Community Action Agencies that serve the Section 3 area.

For this project, within the pool of Section 3 residents, the contractor/subcontractor will give preference to qualified residents and businesses in hiring and contracting:

- Category 1: Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located. The service area cannot extend beyond the unit of general local government in which the HOME / HTF funds are expended.
 - Category 2: Participants in HUD Youthbuild programs.
 - Category 3: Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority.
 - Category 4: Other Section 3 residents, that is, low-income residents of the metropolitan area or non-metropolitan county who do not reside in the neighborhood, as defined in Category 1.
- C. To maintain a list of all low-income residents who have applied either on their own or on referral from any source, and to employ such persons that are qualified, if otherwise eligible and if a vacancy exists.

- D. For all solicitations in excess of \$100,000 for subcontractors, to determine if each responding subcontractor is a Section 3 business for the project and insert this Section 3 Plan of Action requirement in any resulting agreement. Contracts and subcontracts for less than \$100,000 are exempt from the preparation of a Section 3 Plan of Action.
- E. To formally contact subcontractors and other appropriate groups to secure their cooperation for the program.
- F. To ensure that all appropriate project area business concerns are notified of the pending subcontracting opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- I. To list on Table A (Exhibit 2-C) information related to subcontracts to be awarded.
- J. To list on Table B (Exhibit 2-D) all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representative of _____
 (Entity), we the undersigned have read and fully agree to this Section 3 Plan of Action and become a party to the full implementation of this program.

 Signature

 Title

 Date

 Signature

 Title

 Date

Estimated Project Workforce Breakdown (3.28d)

Directions: The contractor completes this form to indicate its expected new hires.

TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY FILLED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MGMT.				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

*Section 3 residents are low-income project area residents of (City/County) whose family income does not exceed 80% of the median income.

Company

EXISTING EMPLOYEE LIST (3.28e)

ENTITY NAME:			
ROLE (Check One):	<input type="checkbox"/> Owner	<input type="checkbox"/> Developer	<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
PROJECT NAME:			RFP or IDIS Number:
PROJECT LOCATION:			
List All Current Employees as of the date of the award:			
Employee Name/Address	Hire Date	Job Category*	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Date: _____

By: _____

Name: _____

Title: _____

*Building Trades: Craft Workers (skilled), Operatives (semiskilled), Laborers (unskilled);

Non-Building Trades: Professionals, Technicians, Office & Clerical, Managers, Sales, Service Workers; Other (specify): _____

Yes No Section 3 Resident

Yes No Household income of \$_____meets the income eligibility guidelines for a low- or very-low income person as defined in the current HOME Program Income Limits as published by HUD.

The applicant hired was the best candidate for this opening because_____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

By: _____ Date: _____

Name: _____

Title: _____

Company: _____

SECTION 3 ELIGIBLE PERSONS CERTIFICATION

Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located may seek priority consideration for new employment, training, and contracting opportunities resulting from HUD-funded projects. A person seeking preference in training and employment as provided by CFR 135.34 shall submit evidence and certify to the Recipient/Contractor that he/she qualifies for Section 3 status as defined in Section 135.

PROJECT NAME: _____

PROJECT ADDRESS: _____

Applicant Name: _____

Applicant's Permanent address: _____

Phone No. _____

Yes No
Legal resident of the Housing Authority of _____

Yes No
Holder of Section 8 voucher from the Housing Authority of _____

Yes No
Reside in the municipality/county of _____

Yes No
Participant in HUD Youthbuild program? If yes, indicate the Youthbuild Program:

Family size (Number in Household): _____

Household Income: _____

Yes No Household income meets the income eligibility guidelines for a low- or very-low-income person as set forth in the current HOME Program Income Limits as published by HUD (see attached).

It will be the responsibility of the Section 3 resident to demonstrate their qualifications and show their ability to compete for the open job classification. Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled (24 CFR 135.34(c)).

I, _____ (print individual full name), certify that my answers in this Section 3 Eligible Persons Preference Certification are true and accurate to the best of my knowledge. I also understand that false or misleading information in this Section 3 Eligible Persons Preference Certification or any subsequent interviews may result in penalties including, but not limited to, decertification from the Section 3 program and/or termination from employment.

Signature _____ Date: _____

Section 3 Business Certification

Directions: This form is completed by each business concerns that seeks notification of Section 3 contracting opportunities (services and construction) in order to certify its Section 3 eligibility.

Name of Business _____

Address of Business _____

Phone # _____ Email Address _____

DUNS Number _____ EIN # _____ or SS # (s) _____

Type of Business:	Corporation	Partnership
	Sole Proprietorship	Joint Venture

County Business License Registration # _____

Does the business meet one of the following preferences?

Category 1: Section 3 business concerns that provide economic opportunities for Section 3 residents in the neighborhood in which the HOME and or HTF funded project is located.

Category 2: Applicants selected to carry out HUD Youthbuild programs.

Category 3: Other Section 3 business concerns.

A **Section 3 Resident** is defined as any individual who resides within the County in which the federal assistance is expended and whose family income does not exceed 80% of the median income of the County adjusted for family size.

A **Section 3 Business** means a business that meets one or more of the following criteria:

1. The business is 51% or more owned by Section 3 residents;
2. The business has 30% or more permanent full-time employees that are certified Section 3 residents; or
3. The business provides written evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts with a Section 3 Business.

To become CERTIFIED as a Section 3 Business please check all boxes that apply and provide written evidence of the same:

Business owner(s) live in _____ County. Business is 51% or more owned by Section 3 residents.

Business has 30% or more permanent full-time employees that are certified Section 3 residents.

Business will subcontract in excess of 25% of the dollar award of all subcontracts with a Section 3 Business(es).

Printed Name of Authorized Official of Company

(Corporate Seal)

Signature of Authorized Official of Company

Date

Section 3 Summary Report

Explanation of Form

SECTION 3 SUMMARY REPORT

All Grantees (Developers) who executed HOME or HTF Agreements of \$100,000 or more MUST complete this portion of the Annual Report. *The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.*

On page one, fill out the report as follows:

- Report only the number of new hires from the previous state fiscal year (October 1 –September 30) for this project
- Box 1; fill in the Grantee's name and address
- Box 2; fill in the CIG contract number
- Box 3, fill in the HOME or HTF Written Agreement award amount
- Fill in boxes 4-7 as appropriate.
- Box 8, date report submitted.
- Box 9, program code, will be 8-HOME State Administered. This will include any IPR set-aside or non-HOME contract amounts.
- Box 10; fill in the project's name as written on the first page of the HOME or HTF Written Agreement.
- The data for Part I come from the Registers of Assigned Employees.

On page two, fill out Part II of the report as follows:

- Report *only* those contracts awarded during the previous state fiscal year (July 1– June 30) for this project.
- Construction contracts are those reported on the Register of Contractors, Subcontractors, and Suppliers.
- The Local (Section 3) County construction hiring goal is 10%. Non-construction contracts include grant administration, housing program administration, rehab specialist, architect, engineer services, appraisers, legal, etc.
- The Local (Section 3) County non-construction hiring goal is 3%.

In Part III of the report, describe the Grantee's actions to implement its Local (Section 3) Businesses and Workers Plan. This could include:

- Attempted to encourage project contractors to hire LMI (Low and Moderate Income) project area workers; and
- Attempted to encourage prime contractors to use businesses located in and owned by Local (Section 3) County residents as subcontractors and suppliers.

RETURN THE REPORT TO W VHDF, NOT HUD. If the report is not returned by the date identified by the HOME Regulatory Specialist, all Project Requests for Reimbursement will be held.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

EXHIBITS TO SECTION 3 PROCEDURES

- Exhibit 1: Certificate of Section 3 Compliance & Section 3 Clause (insert in all contracts subject to Section 3)
- Certificate of Section 3 Compliance: Must be completed by all entities involved in the project.
 - Section 3 Clause: Must be included in all Section 3-Covered Contracts
- Exhibit 2: Section 3 Program Documentation / Forms
- Exhibit 2-A – Section 3 Business and Employment Notice If hiring employees or contractors
- To be read and used as guidance.
- Exhibit 2-B –Section 3 Plan of Action
- Must be completed by each contractor or subcontractor who has a contract of \$100,000 or more. (If a change order during the contract puts a contractor or sub-contractor over \$100,000, Section 3 will apply.)
- Exhibit 2-C - Section 3 Proposed Subcontracts Breakdown
- Must be completed by each contractor or subcontractor who has a contract of \$100,000 or more. (if a change order during the contract puts a contractor or sub-contractor over \$100,000, Section 3 will apply.)
- Exhibit 2-D - Section 3 Estimated Project Workforce Breakdown
- Must be completed by contractor or subcontractor who has a contract of \$100,000 or more. (If a change order during the contract puts a contractor or sub-contractor over \$100,000, Section 3 will apply.)
- Existing Employee List- Includes ALL employees of company
- Must be completed by each contractor or subcontractor who has a contract of \$100,000 or more. (If a change order during the contract puts a contractor or sub-contractor over \$100,000, Section 3 will apply.)
- Interview Log & New Hire Summary
- If the contractor or subcontractor interviews or hires for the project, this MUST be completed and returned.
- Section 3 Eligible Persons Certification
- Anyone interviewed or hired MUST complete and return even if he/she is not hired. This demonstrates that the contractor or subcontractor has conducted due diligence in interviewing or hiring a Section 3 Eligible Person. ****Income guidelines are posted in Procorem****
- Exhibit 2-E - Section 3 Business Certification
- If your business is classified as a Section 3 Business, this form must be completed and submitted. If you do not know if your business qualifies as a Section 3 Business, visit the HUD web page:
 - <https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmlSection3.action>
 - <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>
- Exhibit 3: Section 3 Summary Report Form
- Completed annually for each project by each contractor or subcontractor contractually affiliated with the project with an amount of \$100,000 or more; compliance dates are 7/1 to 6/30 annually.

