

Urgent Repair Program

URP 19

Administrator's Manual

June 2019

NORTH CAROLINA

HOUSING
FINANCE
AGENCY

Let's Make Home Happen

Administrator's Manual

North Carolina Housing Finance Agency Urgent Repair Program (URP19)

June 28, 2019

Updated November 21, 2019

North Carolina Housing Finance Agency

3508 Bush Street

Raleigh, North Carolina 27609

Telephone (919) 877-5700

Fax (919) 877-5599

www.nchfa.com

NORTH CAROLINA HOUSING FINANCE AGENCY

Urgent Repair Program

(URP19)

ADMINISTRATOR'S MANUAL

CONTENTS

Introduction and Background

Program Guidelines

Index

Audit Requirements

Client Referrals

Income Limits

Forms

Introduction and Background

INTRODUCTION AND BACKGROUND

INTRODUCTION

This Administrator's Manual contains the Urgent Repair Program Guidelines (the "Guidelines") along with many of the forms and documents needed to successfully operate your URP project. In addition, a very useful alphabetical index is provided at the end of the Guidelines. Recipients are encouraged to call or write the [North Carolina Housing Finance Agency](#) (the "Agency") with any questions regarding interpretations of Program Guidelines, documents or forms. The Agency assigns a team member to serve as your "case manager", your primary contact person for matters relating to the Program. Generally, all correspondence should be directed to your case manager. Case managers are as follows: Housing Rehabilitation/Community Development Officer Donna Coleman (919-981-5006), Home Ownership Rehabilitation Team Leader Chuck Dopler (919-981-5008), Program Compliance Specialist Kim Hargrove (919-877-5682), Housing Rehabilitation Officer Dan McFarland (919-875-3753), and Manager of Housing Rehabilitation Mike Handley (919-877-5627). Chuck Dopler serves as Program Coordinator.

BACKGROUND

Since its inception in 1994, the Urgent Repair Program ("URP") has become a key component in the tool kits of a wide variety of housing organizations within North Carolina. The Program has received special recognition on two different occasions from the National Council of State Housing Agencies. To date, the Agency has committed \$54.6 million in URP funds to organizations like yours to assist over 14,800 very-low income homeowners in all 100 counties. We're very proud of that record.

URP has been used in the past by local governments and regional councils of government to complement their CDBG- and HOME-funded comprehensive rehabilitation programs by providing a resource for treating homes that may have been deteriorated beyond the point that they are feasible for comprehensive rehabilitation, or for treating homes that needed temporary measures while funding for a more complete reconstruction was pending.

The URP program has also been used by Community Action Agencies and other nonprofits to leverage with the [Weatherization Assistance Program](#) ("WAP") and the [Heating Appliance Repair and Replacement Program](#) ("HARRP"), utilizing similar staff skills and referral networks.

Recipient organizations of various types have used URP to perform home modifications enabling the disabled and frail elderly to live more independently in their own homes. Productive partnerships have been formed by URP Recipients and their local or regional Independent Living centers, whereby Independent Living's engineers designed and installed the accessibility modifications while other work was paid for through URP funds.

URP Recipients have also partnered with volunteer groups that have installed the materials paid for by the URP funds. For instance, a nonprofit in the mountains has worked with as many as 300 youthful volunteers from the faith-based World Changers organization to do an annual week-long URP blitz. Other Community Partners use a variety of local and regional volunteer groups like Habitat for Humanity and Appalachian Service Project to effect change.

Through the efforts of many such creative and dedicated URP Recipients (207 different organizations to date), over 14,800 very-low income homeowners, almost all of them elderly (more than 68% of beneficiaries) and/or disabled (more than 49%), have benefited by the time you start your 2019 URP project.

Although the average URP cost per unit has increased through the years, the 2017 calendar year average was still just \$6,490, a small fraction of the cost of institutionalization when homeowners leave their homes. Of the total, \$5,989 went to the hard costs of construction. The remaining \$501 per unit covered program support expenses, evincing a very cost-effective delivery system.

The Agency initiated the Urgent Repair Program ("URP") in 1994 in response to years of feedback from local governments and nonprofits who stressed the need for funding to address emergency needs for housing repairs and modifications that might allow very low-income homeowners to remain safe in their own homes, independent of institutional care.

After valuable input from the [North Carolina Low-Income Housing Coalition](#), the [N.C. Community Action Association](#), the [Energy Division](#) (then in the N.C. Department of Commerce), and others, the Program was approved for funding in early 1994 as a one-year demonstration program. At that time, a total of \$1,250,000 was made available to non-profit organizations, units of local government, public agencies, and regional councils.

An independent study of the 1994 demonstration cycle led to numerous changes to the program guidelines that have continued to evolve through a number of subsequent cycles. Those with experience under the recent cycles prior to the 2019 URP cycle have realized some significant changes in the guidelines. The significant changes included raising the maximum eligible hard costs, revising program support expense allowances, changing the form of assistance from grants to loans, including military veteran households in the list of special needs that can qualify as an eligible household, and reducing the percentage of assisted households that must fall below 30% of the area median income.

For the 2019 URP cycle, the program guidelines include the following changes and additions:

1. The maximum amount of lifetime funding to repair an individual housing unit under URP has increased to \$10,000. (PG 2.1.6) This is an increase of \$2,000 over last year's amount.
2. The maximum amount of Program Support (Soft Cost) that can be claimed for an individual unit has increased to \$1,000 (PG 2.1.8), an increase of \$200 over last year's amount.
3. The amount of the deferred, forgiven loan (Promissory Note) for each unit that can be forgiven each year has increased to \$2,000 each year (PG 2.3.1), an increase of \$1,000 over last year's amount.
4. For special needs qualification, a "person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the Urgent Repair Program" (PG 2.4.4.2.3) has been changed to a "person whose sole impairment is drug addiction shall not be considered handicapped or disabled under the Urgent Repair Program."

Recipients who find the Urgent Repair Program a valuable adjunct to their prime missions will want to educate their local elected representatives as to its value and the need for continued support for the [NC Housing Trust Fund](#).

Program Guidelines

Program Guidelines
NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM (URP19)
TABLE OF CONTENTS

1: GOALS, OBJECTIVES & FUNDING SOURCES	1
1.1 Goals	1
1.2 Objectives	1
1.3 Funding Sources.....	1
2: PROGRAM REQUIREMENTS.....	2
2.1 Uses of Funds.....	2
2.2 Prohibited Activity.....	4
2.3 Form of Assistance	4
2.4 Eligible Households	5
2.5 Repair Standards	7
3: PROGRAM FINANCIAL ADMINISTRATION	8
3.1 Funding Agreement	8
3.2 Disbursements.....	8
3.3 Honesty and Fidelity Bond	9
3.4 Recipient Accounts	9
3.5 Program Income.....	10
3.6 Accounting.....	10
3.7 Record Keeping	11
3.8 Procurement	11
3.9 Financial Audit Requirements	12
3.10 Monitoring by Recipient	13
3.11 Reporting by Recipient	13
3.12 Monitoring Agency	13
3.13 Program Close-out	15
4: PROGRAM ASSISTANCE PROCEDURES	17
4.1 Selection of Applicants	17
4.2 Repair Procedures	18
4.3 Program Documents.....	20
4.4 General Loan Procedures	21
4.5 Loan Disbursements Procedures	21
4.6 Case Close-out Procedures	22

INDEX

AUDIT REQUIREMENTS

CLIENT REFERRALS

INCOME LIMITS

FORMS

1. GOALS, OBJECTIVES & FUNDING SOURCES

1.1 Goals

The goals of the Urgent Repair Program are:

- 1.1.1. to alleviate housing conditions which pose an imminent threat to the life or safety of very low-income homeowners with special needs; and,
- 1.1.2. to provide accessibility modifications and other repairs necessary to prevent displacement of very low-income homeowners with special needs, such as the frail elderly and persons with disabilities.

1.2 Objectives

The Objectives of the Program are:

- 1.2.1. to distribute Program funds equitably across all regions of the state;
- 1.2.2. to serve households with urgent repair needs that cannot be met through other state or federally-funded housing assistance programs; and,
- 1.2.3. to enable the frail elderly and others with physical disabilities to remain in their homes by providing essential accessibility modifications.

1.3 Funding Sources

Funding for the 2019 cycle of the Urgent Repair Program (URP19) is from the State appropriated [North Carolina Housing Trust Fund](#) which does not have a CFDA number. Part B, Section 2 of your Funding Agreement details the specific source of funds used in funding your URP19 project, consistent with the required contract provisions outlined in [09 NCAC 03M.0703](#).

2. PROGRAM REQUIREMENTS

2.1 Uses of Funds

- 2.1.1. Program assistance, at the discretion of the Recipient, may be used in conjunction with volunteer labor, donated materials, locally-funded assistance. Weatherization Assistance Program (WAP) funds or [Heating Appliance Repair and Replacement Program](#) (HARRP) funds, Home and Community Care Block Grants provided by the [North Carolina Division of Aging and Adult Services](#), as well as funds from the Independent Living Center.
- 2.1.2. Program funds must be used either for hard costs or for program support associated with Program-eligible repairs or modifications.
- 2.1.3. Eligible repairs must meet the goals of section 1.1 above and rectify deficiencies including:
 - 2.1.3.1. combustion appliance and chimney hazards;
 - 2.1.3.2. electrical system hazards;
 - 2.1.3.3. plumbing system hazards;
 - 2.1.3.4. imminent structural system failures (e.g. porches, steps and roofs);
 - 2.1.3.5. mitigation of environmental hazards such as lead-based paint, asbestos or soil gasses;
 - 2.1.3.6. repairs necessary to prevent the imminent displacement of eligible households;
 - 2.1.3.7. repairs designed to increase the accessibility of the unit including ramps, hand rails and grab bars, kitchen and bathroom adaptations, and door alterations, etc. for frail or disabled residents;
 - 2.1.3.8. imminent threats to life or safety, including those caused by lead, which can be addressed by inexpensive lead hazard reduction activities such as replacing mini-blinds, improving soil conditions around drip lines, replacing windows, etc.; or,
 - 2.1.3.9. other repairs approved by the Agency on a case-by-case basis.
- 2.1.4. RESERVED
- 2.1.5. Hard costs are defined, in the case of an independent private contractor performing the repair work, as the contract price; or, in the case of Recipient work crews performing

the repairs, as the direct costs associated with the repairs including labor, materials, mileage and tool rental (see section 4.2.2.2 below).

- 2.1.6. The maximum amount of Program assistance attributable to hard and soft (program support) costs is \$10,000 per dwelling unit. There is no minimum.
- 2.1.7. Program support includes the salaries and benefits for staff (or consultants) directly involved in Program activities (e.g., generating work write-ups, cost estimates, inspections, qualifying applicants, monitoring and overseeing repair work, providing clerical support) and office supplies and materials consumed in carrying out the Program-eligible repairs.
- 2.1.8. A portion of the Program funds may be used for program support expenses, but must be accounted for and claimed on a unit-by-unit basis. The maximum amount of program support available varies with amount of program funds used for hard costs on each unit. All URP-assisted units may receive base program support of \$200. Units with hard costs exceeding \$500 may receive additional soft costs up to 10% of the hard cost for eligible program support expenses, so long as the total soft cost of the unit does not exceed \$1,000 as indicated by the table below. For example, if the hard costs associated with the repair of modification of a given unit is \$3,250 the Recipient may claim up to \$525 for program support expenses (200 + 325). If a unit's hard cost is \$9,900 then the maximum allowable program support would be \$100 since maximum amount of Program assistance attributable to hard and soft costs is \$10,000 per dwelling unit.

URP Hard Costs	Maximum Program Support
From \$501 to \$10,000	\$200 + 10% of the Hard Cost (not to exceed \$1,000)
Up to \$500	\$200

- 2.1.9. Program funds must not be used:
- 2.1.9.1. in conjunction with any source of state- or federal-housing assistance (CDBG, HOME, HPG, 504 grants, etc.), other than Weatherization Assistance Program (WAP) assistance, [Heating Appliance Repair and Replacement Program](#) (HARRP) assistance, Home and Community Care Block Grants provided by the [North Carolina Division of Aging and Adult Services](#) or contributions from local offices of Independent Living;

- 2.1.9.2. on any dwelling unit for which other sources of state or federal assistance are available at the time of the repair work; or,
- 2.1.9.3. on any dwelling unit for which other sources of state or federal assistance are likely to become available within six months following the completion of the repair work under the Program.

2.2 Prohibited Activity

- 2.2.1. None of the funds provided under the Program shall be used for any partisan political activity or to further the elections or defeat of any candidate for public office.
- 2.2.2. No religious instruction shall be conducted in connection with activities under the Program.
- 2.2.3. The Recipient shall not discriminate against any person employed in the performance of the Program, or against any applicant for assistance under the Program because of race, sex, age, creed, color, physical handicap, or national origin.
- 2.2.4. No employee, officer or agent of the Recipient shall participate in the selection, or in the award or administration of a contract funded by the Program if a conflict of interest, real or apparent, would be involved.
- 2.2.5. Before funds may be disbursed, each private nonprofit Recipient must be in compliance with [GS 143C-6-22](#), which requires that the Recipient submit to the Agency a notarized copy of the Recipient's policy addressing conflicts of interest that may arise involving any member of the Recipient's management, board of directors or other governing body. The policy shall address situations where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of State funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.
- 2.2.6. There shall be no fees charged an applicant for selection into, or participation in, the Urgent Repair Program, or any other program using funds from the Urgent Repair Program, unless approved by NCHFA.

2.3 Form of Assistance

- 2.3.1. Program assistance provided to owner-occupants must be in the form of a loan covering the hard and soft costs of the URP funds associated with the repair/modification of the

unit. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$2,000 per year, until the principal balance is reduced to zero.

- 2.3.2. Recipients must use the Urgent Repair Program Promissory Note document provided by the Agency in the “[Forms](#)” section of this Manual.

2.4 Eligible Households

- 2.4.1. A minimum of 50% of the units assisted under URP must be owned and occupied by very low-income households with special needs. The remaining 50% of the assisted units must be owned and occupied by low-income households with special needs.
- 2.4.2. Low-income households are those households with gross annual incomes not exceeding 50% of the income limits defined in Section 2.4.5 below.
- 2.4.3. Very low-income households are those households with gross annual incomes not exceeding 30% of the income limits defined in section 2.4.5 below.
- 2.4.4. Eligible households with special needs include households with:
 - 2.4.4.1. household members who are at least sixty two (62) years old;
 - 2.4.4.2. handicapped or disabled members, defined as follows:
 - 2.4.4.2.1. A person shall be considered handicapped if he or she has a physical or mental impairment that: 1) is expected to be of long-continued and indefinite duration; 2) substantially impedes the person’s ability to live independently; and 3) is such that the person’s ability to live independently could be improved by more suitable housing conditions. A person with a Developmental disability as defined by the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)) shall be considered handicapped. An adult who has chronic mental illness shall be considered handicapped if he or she has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently and whose impairment could be improved by more suitable housing conditions.
 - 2.4.4.2.2. A person shall be considered disabled if they are receiving Social Security Disability, Railroad Retirement Disability, or Supplemental Security Income as disabled, one hundred percent

Veteran's Administration Disability benefits or is determined to be disabled by a licensed physician.

2.4.4.2.3. A person whose sole impairment is drug addiction shall not be considered handicapped or disabled under the Urgent Repair Program.

2.4.4.3. a single-parent with at least one dependent child in residence; or

2.4.4.4. five or more persons;

2.4.4.5. children below the age of six (6) whose elevated blood levels are between 10µg/dl and 20µg/dl;

2.4.4.6. a person who is a military veteran, as defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable.

2.4.5. Income limits for participants are based on the greater of either the estimated statewide non-metropolitan median household incomes published by the [U.S. Department of Housing and Urban Development](#) (HUD) or the county median income for the county in which the household resides adjusted for family size. The Income Limits Schedule (see the Income Limits section in this Manual) provides the applicable income limits with adjustments for household size.

2.4.6. The following guidelines must be used for income determination:

2.4.6.1. Household income is defined as the gross annual income of all household members that is anticipated to be received during the upcoming twelve month period based on the twelve month period preceding the date of application, including recent or imminent changes such as promotion, raise or loss of employment. The income of household members, other than the applicant, who are under 18 years of age or who are full time students, is excluded.

2.4.6.2. Household income includes wages, salary, overtime pay, commission, fees, tips, bonuses, interest, dividends, Social Security, annuities, pensions, retirement funds, insurance policy dividends, disability benefits, alimony,

child support, regular contributions from persons not occupying the unit, and public assistance allowances.

- 2.4.6.3. Household income excludes casual or sporadic gifts, monies received as reimbursement for medical expenses, lump-sum payments such as inheritances, insurance settlements, capital gains, settlements for personal or property losses, educational scholarships, government benefits to a veteran for education, payments to volunteers under the Domestic Volunteer Service Act of 1973, foster child care payments, food stamps and government relocation payments.
- 2.4.6.4. Household income for self-employed persons will be determined by averaging the reported net income on federal tax returns for the previous two years. If the head of household is self-employed for less than two years, the applicant must submit the most recent year's personal income tax returns.
- 2.4.6.5. Recipients must re-verify the applicant's income eligibility if the time between the Application and Eligibility Certification (4.3.1.1) and the signing of the Promissory Note (4.3.1.9) exceeds six (6) months.
- 2.4.7. The Recipient is strongly encouraged to make appropriate referrals to human service agencies in the local area when, in the process of qualifying an applicant and repairing the home, a non-housing need becomes known to the Recipient's staff. For more information on when and how to make appropriate referrals, refer to the "Client Referrals for Support Services" section of the Manual.

2.5 Repair Standards

Program funds may be used to affect urgently needed repairs or modifications without regard to whether the dwelling unit shall meet any local, state or federal housing quality standards. However, all work done using Program funds must meet the standards of the North Carolina State Residential Code for One and Two Family Dwellings, and be done in compliance with all state or local permitting, inspections, licensing and insurance requirements including the new [Renovation, Repair and Painting rule](#). All work must be performed in a manner that does not endanger the life, health or safety of those doing the work or of the occupants of the dwelling unit.

3. PROGRAM FINANCIAL ADMINISTRATION

3.1 Funding Agreement

- 3.1.1. All Recipients must sign a Funding Agreement (the “Agreement”) with the Agency before funds will be disbursed. The Agreement is a contract between the Agency and the Recipient. It will identify the amount of funding under the project, the effective date of the Agreement, and the required completion date. Completion dates will not be extended.
- 3.1.2. The Agreement is subject to these Program Guidelines which are incorporated into the Agreement by reference. These Guidelines may be revised by the Agency and revisions will be forwarded to the Recipient and made part of the Agreement.
- 3.1.3. The Agency may terminate the Agreement before the date of completion if it determines the Recipient has failed to comply with the conditions of the Agreement.
- 3.1.4. The Agency or the Recipient may cancel the Agreement prior to the date of completion when both parties agree that continuation would not produce beneficial results commensurate with the further expenditure of funds. Both parties will agree on the termination conditions, including the effective date.
- 3.1.5. Recipients are not permitted to assign all or any part of their interest in Agreement or delegate any duty or obligation under the Agreement without prior written approval of the Agency.
- 3.1.6. Recipients with multi-county service areas will be expected to adhere to an Agency approved selection process whereby funds are distributed within their service area according to the schedule outlined in the Recipient’s Post-Approval Documentation.

3.2 Disbursements

- 3.2.1. Disbursements equal to 50% of the original approved grant amount will be electronically wired to Recipients in advance. The initial advance will be disbursed to the Recipient within approximately 10 business days from the execution of the Funding Agreement.
- 3.2.2. The second and final disbursement will be made to the Recipient upon written certification to the Agency (as certified on the Project Management Report) that 90% of the funds previously advanced have been disbursed for eligible activities. Prior to

the second and final disbursement, the Agency must receive and approve a Project Management Report. Project Management Report forms are provided in the “[Forms](#)” section of this manual.

- 3.2.3. Failure of the Recipient to comply with any requirements of these guidelines may result in a reduction of the amount of funds available to the Recipient under the Agreement or in a change in the method of disbursement (e.g., from an advance basis to a reimbursement basis).

3.3 Honesty and Fidelity Bond

- 3.3.1. The Recipient shall maintain throughout the duration of the project an Honesty and Fidelity bond that protects the Recipient and its project against theft, wrongful conversion, embezzlement or other abuses by the Recipient and its employees, which may occur while the Funding Agreement is in force. Such Honesty and Fidelity bonds shall be at least 50% of the total funds awarded under the Funding Agreement.

3.4 Recipient Accounts

- 3.4.1. The funds must be held in an interest bearing account in a financial institution insured by an agency of the federal government, and any balance exceeding the insurance coverage must be collaterally secured (i.e., the financial institution must provide a letter stating that Government securities, up to the amount exceeding insurance coverage, have been set aside to insure payment of the excess deposit).
- 3.4.2. Program funds may be paid from the Recipient’s account only after the following:
 - 3.4.2.1. an Urgent Repair Program Promissory Note has been executed with the property owner on the form provided by the Agency (see the “Forms” section of this manual);
 - 3.4.2.2. a construction contract has been executed by the property owner and the contractor that is undertaking the work, whether this contractor is an independent firm, an affiliated firm or the Recipient; and,
 - 3.4.2.3. a Recipient representative has attended the NCHFA sponsored URP19 Implementation Workshop or an URP implementation workshop in the past two years.

3.5 Program Income

- 3.5.1. Program income is income from Program funds deposited in interest-bearing accounts and any program funds recaptured. Program income may be recaptured either during the project or after project closeout from loan repayments.
- 3.5.2. All Program income must be credited to the Recipient's Program account and may be expended on URP-eligible activities. Any net Program income not disbursed for eligible Program uses must be paid to the Agency when submitting [a Certification of Completion and Final Cost](#) (CCFC) form or a revised CCFC form in the case of any recaptured loan funds submitted after project out.
- 3.5.3. Should a Recipient fail to place URP funds in an interest bearing account, the amount of interest that would have been earned on the account will be imputed by the Agency at the end of the project. It will be the responsibility of the Recipient to remit the imputed interest to the Agency when submitting the CCFC.

3.6 Accounting

- 3.6.1. Funds received under this Agreement should be accounted for separately from funds received from all other sources.
- 3.6.2. The accounting system must provide for:
 - 3.6.2.1. accurate, current and complete disclosure of the financial condition and financial results of the project in accordance with the reporting requirements;
 - 3.6.2.2. records that identify adequately the source and application of funds for activities supported by the Program. These records must contain information pertaining to Program awards and authorizations, obligations, unobligated balances, assets, liabilities, expenditures and income;
 - 3.6.2.3. effective internal control over, and accountability for, all funds under this agreement;
 - 3.6.2.4. comparison of actual expenditures with budgeted amounts for the project;
 - 3.6.2.5. accounting records that are supported by source documentation (e.g., invoice, receipts or contracts); and,
 - 3.6.2.6. systematic methods to ensure timely and appropriate resolution of audit findings and recommendations.

3.7 Record Keeping

- 3.7.1. The Recipient must maintain financial records, case files, statistical records and all other records pertinent to the project for three years from the date of the project closeout letter from the Agency. All records must be sufficient to determine compliance with the requirements and objectives of the Program.
- 3.7.2. The record retention period starts from the date of the project closeout letter. If any litigation, claim or audit, starts before the expiration of the three years, the records must be retained until all litigation, claims and audit findings involving the records have been resolved.
- 3.7.3. Financial records must be made available to the Agency immediately upon request for the purpose of making audits, examinations or reports. All invoices, vouchers, statements of cost and records pertaining to the disbursement of Program funds are subject to audit by the Agency. Failure to comply with this requirement will result in the Agency taking one or more of the actions identified in section 3.1.2.
- 3.7.4. Recipients performing repairs/modifications themselves or acting as general contractors on their own jobs must maintain an itemized summary account in each case file as per Program Guidelines 4.2.2.2 and 4.2.2.3.

3.8 Procurement

- 3.8.1. To the maximum practical extent recipients must promote fair and open competition in the procurement of all goods and services under the Program consistent with [24 CFR 85.36](#) (for units of government), or [24 CFR 84.4](#) (for nonprofit organizations).
- 3.8.2. Recipients may not incur any Program cost until a Funding Agreement between the Recipient and the Agency has been executed.
- 3.8.3. Recipients must establish written URP specific procedures, consistent with Section 4.2 which provides that proposed procurement and contracting action will be properly managed.
- 3.8.4. Recipient must use and retain written contracts with all firms providing services for work under the Program.
- 3.8.5. Materials and supplies purchased with funds received under the Program will be accounted for separately from all other material and supplies obtained from any other source.

- 3.8.6. Recipients that are cities and counties must also comply with state laws applicable to the procurement of supplies, construction and services included [G.S. 14-234](#) (Conflict of Interest) and [G.S. 44A-25 through 33](#) (Model Payment and Performance Bond).

3.9 Financial Audit Requirements

- 3.9.1. Recipients of URP funds must comply with the financial audit provisions provided for by [GS 159-34](#) (for units of local government that are subject to audit and other reporting requirements of the Local Government Commission) or [143C-6-22](#) (for non-governmental organizations). Because these statutes are subject to change from time to time, please refer to the following websites for the applicable audit requirements: www.treasurer.state.nc.us (units of Local government), or <http://www.ncauditor.net/> (non-governmental organizations).
- 3.9.2. Copies of current requirements, [GS 159-34](#), “Annual Independent Audit: Rules and Regulations” and [GS143C-6-22](#) (“Report on State Funds by non-state entities”) and applicable forms are found in the appendices section behind the program guidelines.
- 3.9.3. When an auditor’s report or auditor’s statement discloses material noncompliance with the Agreement or material weakness in internal controls, the Recipient must submit to the Agency, within 60 days of the date of the auditor’s opinion letter or statement, a written response to the auditor’s findings and a plan for corrective action.
- 3.9.4. Non-state entities receiving URP19 funds are required to submit compliance reports, as required by [143C-6-22](#), to the Agency within six (6) months of the end of their fiscal year if they receive, use or expend less than \$500,000 in state or federal pass-through grant funds (from all sources). If they receive, use or expend \$500,000 or more (from all sources) of state or federal pass-through funds then the audit report and required forms should be filed with the State Auditor and the respective state funding agencies within 30 days after the issuance by the auditor, but no later than nine (9) months after the entity’s fiscal year end. Early completion and filing of the audit report is strongly encouraged.

3.10 Monitoring by Recipient

- 3.10.1. The Agency expects the recipient to be active in the project and to adequately train and supervise its staff in the operation of the project.
- 3.10.2. The Recipient's approved application includes information on its plan for staffing and administering the project. The Recipient must notify the Agency of any material changes in its work plan or in any events that may have a significant impact on the project.
- 3.10.3. Recipients must monitor and approve the performance of contractors undertaking construction work funded by the Program to ensure that work specification, licensing requirements and insurance requirements are complied with and schedules are met.

3.11 Reporting by Recipient

- 3.11.1. Recipients will be provided with reporting forms to be submitted to the Agency including:
 - 3.11.1.1. the Project Management Report; and,
 - 3.11.1.2. the Certification of Completion and Final Cost Form.
- 3.11.2. The Project Management Report must be received quarterly by the Agency by the last day of the month following the end of the federal calendar quarter (i.e., by: April 30 (for the 1st quarter), July 31, October 31, and January 31). The Certification of Completion and Final Cost form must be submitted with the final Project Management Report (per section 3.13). **Reports must be submitted regardless of the level of activity to be reported.**

3.12 Monitoring Agency

- 3.12.1. The following criteria will be used in reviewing the Recipient's performance:
 - 3.12.1.1. conformance with the Recipient's approved application for Program funds;
 - 3.12.1.2. compliance with the requirements of the Program as stated in the Funding Agreement and Program Guidelines.
- 3.12.2. The Agency will conduct desk audits and site visits to review the performance of Recipients and to provide technical assistance. The Agency will review the progress made by the Recipient on its project work plan and will review the Recipient's financial

management, application processing procedures, construction management system and other control systems.

A monitoring goal with a minimum number of reviewed case files and units inspected per project will be determined by the review of the Recipient's capacity during the application process. The capacity indicator score includes a rating of the staff and/or consultant qualifications and experience and recent performance under other housing rehabilitation projects. Recipients with a superior capacity score will have at least three case files and unit inspections. Recipients with an acceptable capacity score will have at least five case files and unit inspections. Recipients with a problematic capacity score will have at least ten case files and unit inspections. If the Recipient completes less units than the monitoring goal for the project, all of the units will be monitored. Case managers may choose to review more than the minimum case files or units upon their discretion.

- 3.12.3. Recipients will be required to provide the Agency with adequate opportunity to review, remotely or on-site, hard copies of all data, records, and such other information needed for the Agency to conduct the review including, but not limited to the Recipient's;
 - 3.12.3.1. assistance policy, brochures and records, etc.;
 - 3.12.3.2. construction procedures and contract documents; and,
 - 3.12.3.3. financial records.
- 3.12.4. The Agency will also inspect some of the construction work performed with Program funds to determine if the work is being properly performed.
- 3.12.5. If the Agency determines, based on its review of the Recipient's performance, that the Recipient is *not* in compliance with the requirements of the Program, the Agency may:
 - 3.12.5.1. require the Recipient to submit additional information to determine the reason for the noncompliance, describe actions being taken to correct the problem or document what activities were undertaken;
 - 3.12.5.2. issue a letter of warning advising the Recipient of the deficiency and identifying possible sanctions if deficiency is not corrected;
 - 3.12.5.3. require the Recipient to suspend, discontinue or not incur costs for the affected activity;
 - 3.12.5.4. require the Recipient to reimburse the Agency for any funds improperly expended;

- 3.12.5.5. change the method of disbursing funds to the Recipient from an advance payment to a reimbursement basis; or withhold funds or terminate the Agreement.
- 3.12.6. Unresolved concerns stemming from monitoring will also be considered in rating the Recipient's capacity should it apply for funding under Agency programs in the future.

3.13 Program Close-out

- 3.13.1. The Recipient must initiate close-out procedures when the completion date identified in the Funding Agreement is reached.
- 3.13.2. No new loans obligating Program funds may be executed after the date of completion. Loans executed prior to the date of completion may be amended after that date by no more than 15% of the original amount to accommodate necessary changes to the scope of work (change orders).
- 3.13.3. Recipients must submit the Certification of Completion and Final Cost with a final Project Management Report to the Agency no later than 45 days following the date of completion or termination of the Funding Agreement. The Recipient must also submit revisions and updates of the Certification of Completion and Final Cost that may be necessary as a result of audits or reporting error.
- 3.13.4. All Program funds not disbursed for eligible construction or program support costs associated with loans executed prior to the date of completion, including all net Program income/interest earned, must be remitted to the Agency with the final Project Management Report and Certification of Completion and Final Cost.
- 3.13.5. Recipients are required to submit a minimum of one (1) human interest story, with photographic documentation of before and after rehabilitation, focusing on one of the households assisted under the project. The story should tell us about your work and about people who have benefitted from your efforts. Some of the things we would like you to tell us about are:
 - 1) Who are the people who were assisted?
 - 2) Are there any unique facts about the household?
 - 3) Were any particular needs met by incorporating special features in the rehab?
 - 4) What was the condition of the home prior to rehab?
 - 5) Has the rehab changed their lives in any way?
 - 6) What accessibility measures were incorporated into the rehab?

7) What energy savings did the homeowner realize resulting from the work that was completed on the home (for example, a new heating and air conditioning system)?

3.13.6. Much of this can be told through pictures of homes and of homeowners and other household members. Interior “before and after” shots of some notable repairs or improvements showing a dramatic difference – whole house exterior shots, both before and after, from the same position, casual shots of the homeowner and/or family; digital JPEG images in a high resolution format, if possible. Prints and slides are discouraged; digital images in 6-12 megapixel resolution are recommended. These can be attached to emails, one or two at a time, burned into a CD or DVD and mailed to us, or posted to a secure website where they are properly labeled and can be easily reviewed and downloaded. Also, Recipients are encouraged to submit any written correspondence from households assisted under the project, to the Agency, if such correspondence would be beneficial in promoting the Program. The story and the photo documentation are to be submitted with the CCFC or any time prior to submitting the CCFC.

4. PROGRAM ASSISTANCE PROCEDURES

4.1 Selection of Applicants

- 4.1.1. Recipients must establish a system for inviting households to participate in the project. Recipients may further limit participation by county or by need factors (e.g., income levels or special needs categories).
- 4.1.2. The Recipient may publicize its participation in the Program and the conduct of activities under the Program without prior review by the Agency, provided that all communications contain the following language: “This program was sponsored by _____, with funds provided by the N.C. Housing Trust Fund”. Copies of publications or news releases shall be furnished to the Agency.
- 4.1.3. Any policy for screening applications must be contained in a written standard (“Assistance Policy”) adopted by the Recipient, available to the general public, distributed to every applicant selected for assistance, and applied uniformly. This standard should be consistent with the Recipient’s approved application and should identify the method of prioritizing applicants. Recipients may not deny Program assistance on the basis of illegal discrimination.
- 4.1.4. Loan recipients must possess an ownership interest in the property or a life estate.
- 4.1.5. Loan recipients must meet the income standards for the Program that are listed in section 2.4.2 and 2.4.3.
- 4.1.6. Loan recipients must have special needs as specified in section 2.4.4.
- 4.1.7. The following property characteristics are requirements of the Program:
 - 4.1.7.1. the property must be located in North Carolina;
 - 4.1.7.2. the property must be owner-occupied: however, up to 20% of the Recipients total housing units repaired or modified may be manufactured housing units that are owned and occupied by eligible homeowners on rental lots; and,
 - 4.1.7.3. the property cannot use more than 50% of the total space for an office or business (e.g. day care). Program funds may only be used to improve the residential portion of mixed-use buildings.
- 4.1.8. Recipients must review and document per section 4.3.1 households’ qualifications utilizing the standard [Application & Eligibility Certification form](#) developed by the Agency and provided in the [Forms](#) section of this Manual. The Recipient must verify:
 - 4.1.8.1. name, address and phone numbers of the owners(s);

- 4.1.8.2. size of household;
- 4.1.8.3. sex, race/ethnicity, date of birth, Social Security Number, and relationship to the owner of each household member;
- 4.1.8.4. household income; and,
- 4.1.8.5. special need.
- 4.1.9. Recipients must obtain and retain written third-party verification of household's principal source(s) and amounts(s) of income (see section 2.4.6).
- 4.1.10. Recipients must inspect applicants' homes to identify and verify the eligibility of requested repairs or modifications (see sections 1.1 and 2.1 above).

4.2 Repair Procedures

- 4.2.1. Recipients must prepare a work write-up detailing necessary improvements to the property and an itemized estimate of the cost of the proposed improvements.
 - 4.2.1.1. Recipients are encouraged to maintain on file the notes and calculations used in developing the cost estimate.
 - 4.2.1.2. If competitive bidding is used, work write-ups should provide all information necessary to insure that all contractors are bidding on the same high quality end product. That information might include, for a given work item:
 - 4.2.1.2.1. the scope of work;
 - 4.2.1.2.2. the construction method;
 - 4.2.1.2.3. the quantity of materials;
 - 4.2.1.2.4. the quality standard;
 - 4.2.1.2.5. the location;
 - 4.2.1.2.6. reference to the Recipient's "performance manual" or "general specification manual"; and/or,
 - 4.2.1.2.7. installation and performance standards.
- 4.2.2. Recipients must secure competitive bids from contractors for the eligible improvements or follow written, Agency-approved "Procurement Standards" for work performed by the Recipient (consistent with Section 3.8).
 - 4.2.2.1. Recipients proposing to perform repairs/modifications themselves or to act as general contractors on their own jobs must not disburse any Program

funds until the Agency has reviewed and approved their written procurement standards. Said standards must detail the recipient's proposed methods of: 1) maximizing free and open competition in materials procurement; 2) exerting internal controls against impropriety and the appearance of impropriety; and 3) cost accounting and verification.

- 4.2.2.2. If the Recipient is approved to perform repairs/modifications, each case file must contain an itemized summary account of all costs paid for with Program funds, with each work write-up item broken down by labor (hours worked times pay rate, plus taxes and benefits) and materials (each item, by quantity times unit price). Any other job costs charged to the Program must also be detailed in the summary account. Necessary transportation costs directly associated with Program-funded repairs/modifications may be charged at a rate not to exceed the lesser of the current Federal mileage rate or one percent (1%) of total materials and labor costs. No other repair/modification costs can be charged to the Program without the expressed written consent of the Agency. All repair/modifications expenses listed in the itemized summary account must be supported by original source documentation such as itemized materials invoices, payroll records, indirect cost plans, etc.
- 4.2.2.3. If the recipient is approved to perform as a general contractor, each case file must contain an itemized summary account of all costs paid for with Program funds, with each subcontract itemized by work write-up item. No Program funds may be used for the Recipient's overhead, profit or administrative expense.
- 4.2.2.4. Recipients shall hold a preconstruction conference prior to commencement of construction to discuss the repairs/modifications with the property owner and the contractor. Case files shall contain a signed record, signed by all those in attendance (sponsoring agency representative, home owner and contractor) detailing the date, time and attendance of the preconstruction conference. A required Preconstruction Conference Form is included in the "Forms" section of this Manual.
- 4.2.2.5. Recipients must have written procedures, pursuant to section 4.5 for the disbursement of funds.

4.3 Program Documents

- 4.3.1. Recipients must use, and retain in individual case files, the following documents in completing grants under the Program:
 - 4.3.1.1. Application and Eligibility Certification (required form in the “[Forms](#)” section of this Manual);
 - 4.3.1.2. Verification of ownership;
 - 4.3.1.3. Verification of occupant income;
 - 4.3.1.4. Work write-up and cost estimate;
 - 4.3.1.5. Construction proposals (bids received) if applicable, or itemized summary account (if applicable);
 - 4.3.1.6. Preconstruction conference record (required form in the “[Forms](#)” section of this Manual);
 - 4.3.1.7. Construction contract (See Construction Contract models);
 - 4.3.1.8. Contractor’s release(s) of liens (See model);
 - 4.3.1.9. Urgent Repair Program Promissory Note (Required form in the “[Forms](#)” section of this Manual);
 - 4.3.1.10. Certification of Final Inspection (Required form in the “[Forms](#)” section of this Manual); and,
 - 4.3.1.11. Owner Certificate of Satisfaction (Required form in the “[Forms](#)” section of this Manual).
- 4.3.2. Recipients are responsible for the proper completion of all documents including, as applicable, having signatures notarized. No correction fluid (“white-out”) or scratch outs on Program legal documents are allowed unless each such change/correction is initialed and dated, in ink, by all parties to the transaction.
- 4.3.3. Where applicable, it is recommended that recipients also maintain, in the individual case files, the following documentation:
 - 4.3.3.1. Before and after photographs;
 - 4.3.3.2. Record of contracts/correspondence;
 - 4.3.3.3. Construction drawings/plans (existing and proposed, if relevant);
 - 4.3.3.4. Project financial log, (including change orders);
 - 4.3.3.5. Bid invitation;
 - 4.3.3.6. Bid opening record/tally;

- 4.3.3.7. Record of interim inspections;
 - 4.3.3.8. Certification of compliance from Building Inspector; and/or,
 - 4.3.3.9. Contractor's invoices and receipts.
 - 4.3.3.10. Zero Income Affidavit form (per example in the "Forms" section of this manual)
- 4.3.4. It is highly recommended that Recipients furnish case files with an index or checklist to identify and track required documentation.

4.4 General Loan Procedures

- 4.4.1. Assistance provided to owner-occupants by Recipient organizations under URP19 shall be in the form of a loan covering the hard and soft costs of the URP funds associated with the repair/modification of the unit. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$2,000 per year, until the principal balance is reduced to zero. Recipients must use the loan documents provided by the Agency. Recipients will be expected to have adequate project procedures to ensure that Program documents are properly processed.
- 4.4.2. Recipients must have the following documents properly prepared prior to executing a loan with a homeowner:
- 4.4.2.1. Application and Eligibility Certification;
 - 4.4.2.2. Work write-up and Cost Estimate; and,
 - 4.4.2.3. Documentation of a competitive bid per 4.2.2.
- 4.4.3. Recipients must ensure that the borrower has an ownership interest in the property. This information must be retained in the files of Recipient. The owner can provide informal evidence of ownership (e.g. deed, deed of trust, or legal life estate documentation).

4.5 Loan Disbursements Procedures

- 4.5.1. Recipients must have written procedures for the disbursement of funds for work completed, including:
- 4.5.1.1. inspecting work prior to contractor payments;
 - 4.5.1.2. paying only for satisfactorily completed work;
 - 4.5.1.3. ensuring that adequate funds are always available to complete the work;
- and,

- 4.5.1.4. ensuring that any changes in the work write-up are agreed to in writing by all parties and approved by two Recipient representatives.
- 4.5.2. Recipients must ensure that the contractor, whether independent, or the Recipient itself, provides lien waivers for funds received and work completed. Lien waivers must be signed by all subcontractors and materials suppliers prior to final payment (See the General Release of Liens model in the [Forms](#) section of this Manual).

4.6 Case Close-out Procedures

- 4.6.1. Recipients must have procedures for closing-out the work under the loan including:
 - 4.6.1.1. making a final inspection prior to the final contractor payment;
 - 4.6.1.2. certifying, on the Certificate of Final Inspection form provided, that all items in the work write-up have been satisfactorily completed;
 - 4.6.1.3. ensuring that completed lien waivers have been provided by the contractor for final payment; and,
 - 4.6.1.4. ensuring that unspent funds committed to the repair or the dwelling unit is either used for eligible work items through the addendum to the work write-up or the loan balance is reduced to reflect the actual amount of assistance.

Index

Item	References
accessibility modifications.....	1.1.1, 2.1.3
account for program funds.....	3.4
Accounting	3.6
administrative expenses	4.2.2.3
advertising the project.....	4.1.2
affiliated contracting firms	3.4.2.2, 4.2.2
anticipated income	2.4.6
appearance of impropriety	2.2.5, 4.2.2.1
applicants, selection	4.1
Application & Eligibility Certification	4.1.8, 4.3.1, 4.4.2, FORMS
asbestos	2.1.3
assistance policy.....	3.1.6, 3.12.3, 4.1.3
assistance, form of	2.3
audit.....	3.6.2, 3.7, 3.9
awards and authorizations.....	3.6.2
Background.....	Introduction and Background, TAB
beneficiary selection	4.1
bid invitation	4.3.3
bid opening record.	4.3.3
bid tally	4.3.3
bids, competitive.....	4.2.1.2, 4.2.2
bond, honesty, and fidelity.....	3.3
brochures	3.12.3
building code	2.5.1
building inspections	2.5.1, 4.3.3
building permits	2.5
building inspector.....	4.3.3.8
canceling of Funding Agreement	3.1.4
Certificate of Final Inspection	4.3.1.10, 4.6.1.2, FORMS
Certificate of Completion and Final Cost	3.5.2, 3.11.1, 3.11.2, 3.13.3, 3.13.4, FORMS
certification of compliance	4.3.3.8
change orders	3.13.2, 4.3.3.4, 4.5.1, 4.6.1.4
chimney hazards.....	2.1.3.1
closing-out construction jobs	4.6
codes	2.5
combustion safety	2.1.3
competition	3.8.1, 4.2.2.1
competitive bidding	4.2.1.2, 4.2.2
completion date	3.1.1, 3.1.3, 3.1.4, 3.13.2, 3.13.3
compliance	2.5, 3.7.1, 3.9.1, 3.12.1.2, 3.12.5
conflicts of interest	2.2.4, 2.2.5, 3.8.6
construction contract.....	3.4.22, 3.12.3, 4.3.1.7, 4.4.2

construction management	3.12.2
construction procedures	3.10.3, 3.12.3.2
construction proposals	see "bids, competitive"
consultants	2.1.7
contact record	4.3.3.2
contract documents	3.12.3.2
contract, construction	3.4.2.2, 3.12.3, 4.3.1.7, 4.4.2
contract, URP	3.1.1
contracting by recipient	4.2.2.2, 4.2.2.3
contracting licenses	2.5
contractors	3.7.4, 3.10.3, 4.2.2
control systems	3.12.2
controls, internal	3.6.2.3, 3.12.2, 4.4.2.1
correspondence record	4.3.3.2
corruption	4.2.2
cost accounting	4.2.2
cost estimate	2.1.7, 4.2.1, 4.3.1, 4.4.2
counties	3.1.6, 3.8.6
date of completion.....	3.1.1, 3.1.3, 3.1.4, 3.13
disbursement of funds by recipients	4.2.5, 4.5
disbursement to recipients	3.2
discrimination.	2.2.3, 4.1.3
displacement	1.1.1.2, 2.1.3.6
documentation of costs	3.6.2, 4.2.2.2
documentation requirements	4.3
donated labor, materials	2.1.1
drawings, construction	4.3.3
elderly	Background, 1.1.1.2, 1.2.1, 2.4.4
electrical hazards	2.1.3.2
elevated blood-lead levels	2.4.4
eligible households	2.4, 4.1
eligible repairs/modifications.....	2.1.2, 2.1.3, 2.1.4, 2.1.7, 4.1.10
energy-related repairs.....	Introduction and Background TAB, 2.1.4
fees for application and participation prohibited	2.2.6
flies, recipient	3.7.1, 4.3
Final Inspection, Certification	4.3.1, 4.6.1, FORMS
financial audit	3.9
financial log	4.3.3.4
financial management	2.2.5, 3.12.3, 4.2.2
financial records	3.12.3
form of assistance	2.3
Funding Agreement	3.1
general specification manual.....	4.2.1.6
General Statute 143-6.1	3.9.1, Appendix
General Statute 159-34	3.9.1, Appendix
goals, Program	1.1

Government Audit Standards.....	3.9.1
handicapped	1.2.1, 2.2.3, 2.4.4
hard costs	Introduction, 2.1.2, 2.1.4, 2.1.5, 2.1.6, 2.1.8
HARRP program	2.1.1, 2.1.9
Home and Community Care Block Grants	2.1.1, 2.1.9
honesty and fidelity bond	3.3
households, eligible	2.1.3.6, 2.4 , 4.1.7.2, 4.4.1
housing quality standards.....	2.5
Housing Trust Fund	Introduction and Background, 4.1.2, TAB
impropriety, appearance of	2.2.5, 4.2.2.1
income determination	2.4.6
income limits.....	2.4.2, 2.4.3, 2.4.5, TAB
income targeting	2.4.1, 4.1.5
income verification	4.1.9, 4.3.1, 2.4.6.5
Independent Living Centers	Background, 2.1.1, 2.1.9
indirect cost plans	4.2.2.2
ineligible activities	2.1.9, 2.2
inspection, final.....	4.3.1, 4.6.1, FORMS
inspections	2.1.7.2.5, 3.12.4, 4.1.10, 4.3.1, 4.3.3.7, 4.5.1, 4.6.1
inspections, record.	4.3.3
insurance	2.5.1
interest earned	3.4.1, 3.5 , 3.13.4
internal controls	3.6.2, 3.9.2, 3.12.2, 4.2.2.1
Introduction	Introduction and Background, TAB
Invoices.....	3.6.2, 3.7.3, 4.2.2.2, 4.3.3.9
labor costs	2.1.5, 4.2.2.2
lead-based paint	2.1.3, 2.4.4, TAB
lien release	4.3.1.8, 4.5.2, 4.6.1.3
licenses, contracting	2.5
lien waivers	see "lien release"
life estate	4.1.4, 4.4.3
lifetime rights.....	see "life estate"
log, financial	4.3.3
loan document.....	2.3.2, 3.4.2.1, 3.13.2, 4.3.1.9, 4.4.2, FORMS
lump sum payments	2.4.6.3
manufactured housing	4.1.7.2
matching funds	2.1.1, 2.1.9
material costs	2.1.5, 3.8.5, 4.2.2.1, 4.2.2.2
materials suppliers	4.5.2
mileage costs.....	2.1.5, 4.2.2.2
minimum expenditure	2.1.6
mixed use buildings	4.1.7.3
mobile homes.....	4.1.7.2
monitoring by NCHFA	3.12
monitoring by recipient	2.1.7, 3.10
multi-county service areas	3.1.6

news releases	4.1.2
noncompliance	3.12.5
nondiscrimination	2.2.3, 4.1.3
North Carolina Division of Aging and Adult Services	2.1.1, 2.1.9
notary public	4.3.2
objectives, Program	Background, 1.2, 3.7.1
overhead	4.2.2.3
Owner Certificate of Satisfaction	4.3.1.11, FORMS
ownership interest	4.1.4, 4.3.1, 4.4.3
payroll records	4.2.2.2
performance manual	4.2.1.2
performance standards	4.2.1.2.7
photographs	4.3.3.1
plans, construction	4.3.3.3
plumbing system hazards	2.1.3
policy, assistance	3.1.6, 3.12.3, 4.1.3
policy, disbursement	2.2.5, 3.2 , 4.2.2, 4.5.1
political activity	2.2.1
porches	2.1.3
preconstruction conference	4.2.2.4, 4.3.1.6, 4.3.3, FORMS
Procurement	3.8 , 4.2.2
profit	4.2.2.3
prohibited activity	2.1.9, 2.2
Program close-out	3.13
Program documents	4.3, TAB
Program income	3.5 , 3.13.4
Program support	Background, 2.1.2, 2.1.7, 2.1.8, 3.13.4
progress, monitoring of	3.12.2
Project Management Report	3.2.2, 3.11, 3.13.3, 3.13.4, FORMS
Promissory Note	2.3.2, 3.4.2.1, 3.13.2, 4.3.1.9, 4.4.2, FORMS
property characteristics	4.1.7
publicity	4.1.2
quarterly report	3.2.2, 3.11, 3.13.3, 3.13.4, FORMS
receipts	3.6.2.5, 4.3.3
recipient accounts	3.4
record of contacts	4.3.3.12
record of correspondence	Introduction, 4.3.3.2
Recordkeeping	3.7
records	3.6.2.3, 3.7, 3.12.3, 4.2.2.2, 4.3
records, financial	3.7, 3.12.3
reduction in grant amount	3.2.3
referrals	Background, 2.4.7, TAB
release of liens	4.3.1.8, 4.5.2, 4.6.1.3
religious instruction	2.2.2
repair procedures	4.2
repair standards	Background, 2.5

repairs, eligible	2.1.3 , 2.1.7
reporting by recipients	3.2.2, 3.6.2, 3.11 , 3.13.3
revisions of Program Guidelines	Introduction, 3.1.2
scope of work	3.13.2, 4.2.1
selection of applicants	2.4, 4.1
self-contracting by recipient	4.2.2.1
service area	3.1.6
single-parent household	2.4.4
source documentation	3.6.2, 4.2.2.2
special needs	1.1.1, 1.2.1, 2.4.1, 2.4.4, 4.1.1, 4.1.6
standards, repair	2.5
subcontracts	4.2.2, 4.5.2
summary account	3.7.4, 4.2.2, 4.3.1.5
staff capacity	3.10.1, 3.12.6
staff changes	3.10.2
structural system failures	2.1.3
subcontracts	4.2.2.3, 4.5.2
technical assistance	3.12.2
termination of Funding Agreement	3.1.3, 3.1.4, 3.12.5
tool rental	2.1.5, 4.2.2.2
training of staff	3.10.1
veteran, military (definition)	2.4.4.6
verification of ownership	4.3.1, 4.4.3
volunteer labor	Background, 2.1.1
Weatherization Assistance Program (WAP)	2.1.1, 2.1.9
white-out	4.3.2
workshop, implementation	Background, 3.4.2.3
work write-up.....	2.1.7, 4.2.1, 4.2.2.2, 4.2.2.3, 4.3.1, 4.4.2, 4.5.1, 4.6.1.4
zero income affidavit	4.3.3.10, FORMS

Audit Requirements

2019 Urgent Repair Program

Annual Compliance Reporting Information

Please forward this to the financial person who coordinates your organization's annual audit.

The 2019 Urgent Repair Program is funded with State funds from the Housing Trust Fund. The North Carolina Housing Finance Agency is the pass-through for these funds.

Federal and State Regulations may change at any time. Refer to the applicable websites for any updates. Your organization will be responsible for complying with any new regulations or statutes as they occur.

For Non-Profit Organizations only:

N.C. State General Statute 143C-6-22 – “*Use of State Funds by Non-State Entities*” (State funds include federal funds that flow through the State). The reports required by this Statute are provided by and submitted directly to NCHFA at subreport.rehabteam@nchfa.com.

For Local Government Organizations:

www.treasurer.state.nc.us – NC State General statute 159-34 – Audit Requirements of “*The Local Government Budget and Fiscal Control Act*”

Instruct your auditor to send audit confirmations to:

Sandy Giordano

NCHFA

PO Box 28066

Raleigh, NC 27611-8066

919-877-5699

919-877-5703 – fax

Acknowledgement of Audit Compliance Reporting Responsibilities

Please X applicable section(s) and return this form with your PAD

_____ We are a non-profit organization and will comply with North Carolina General Statute 143C-6-23 which requires us to submit reports on-line to www.ncgrants.gov. (Refer to this website for complete instructions.) Our organization will submit these reports by the required deadline and will notify our NCHFA contact when reports are submitted.

If your organization received less than \$500,000 as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due six (6) months after your fiscal year-end date.

If your organization received \$500,000 or more as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due nine (9) months after your fiscal year-end date.

_____ We are a local governmental organization will comply with North Carolina General Statute 159-34, "Audit Requirement of the Loan Budget and Fiscal Control Act".

 X We will submit our annual Financial Statements electronically via a .pdf file within thirty (30) days of publication. **Submit to hharrell@nchfa.com**

I acknowledge receipt of the information regarding compliance reporting. I am the person responsible for coordinating the submission of reports that comply with state and federal regulations pertaining to this funding. Our reports will be submitted prior to all compliance deadlines.

Signed: _____

Name _____

Title _____

Organization _____

Federal Tax ID Number _____

Address _____

Address _____

Email _____

Phone _____ Fax _____

Fiscal Year-End Date _____ Award: _____

Client Referrals for Support Services

North Carolina Housing Finance Agency Urgent Repair Program

Client Referrals for Support Services

Integrating human services with housing is important to preventing displacement of special needs households. This section of the Manual is intended to help the Recipient effectively incorporate referrals into their Urgent Repair Program project. Because the Program targets households with special needs, many of its clients will also need human services. Contact through the Program provides an opportunity for the Recipient to educate and refer clients to agencies which will serve their non-housing needs.

The Recipient will note that the Application & Eligibility Certification form includes two areas for identifying how the client came into contact with the Program and what referrals, if any, were made. Such results will be useful to the North Carolina Housing Finance Agency for future program development linking housing with other non-housing needs.

Although Recipients are not required to have a coordinated system for referring clients (See Program Guidelines section 2.4.7), an integrated referral process is strongly recommended. For this program year, each Recipient is encouraged to use its current referral process as outlined in their application for funding or develop a new one which is appropriate for the organization. Toward these ends, the Recipient may consider the following review of the referral process.

Information Provision

Providing to every client the same information about available services, without regard for their needs, requires the least effort from the Recipient. This could simply be a one page hand-out with the names, numbers, and, if available, web site addresses for local service providers. Alternatively, the Recipient could provide the client with contact information for a local information and referral service for people in need (e.g. the Coordinating Council for Senior Citizens in Durham). Upon client referral, the local service could evaluate the client's needs, and then match the client with the appropriate service provider. There are a couple of advantages to this referral strategy: 1) it minimizes research and development time; 2) it does not require extensive familiarity with non-housing services on the part of the Recipient. The disadvantage is that this is the least motivating and empowering method. It would be less likely to help someone with a cognitive disability or someone who is illiterate. Complex program eligibility requirements and limited available resources of some state programs statewide make access to services difficult for many individuals.

Education & Advocacy

A more effective referral strategy involves identifying the non-housing needs of the client, educating them about available resources, and advocating on their behalf. This might include reviewing the various programs available and how the client meets the eligibility requirements, along with providing the client with the appropriate contact person.

Advocacy on behalf of the clients, with their permission, to help them get the services which they need is more helpful. With the increased effectiveness come increased demands on the Recipient: 1) it requires a greater familiarity with available resources; 2) it involves more time and energy spent with the clients.

Resources

- 1) Call the Department of Health and Human Services Office of Citizen Services – CARELINE at (800) 662-7030 or visit their website at www.nccareline.org for information and referrals.
- 2) Visit the North Carolina Housing Finance Agency's Housing Resource Guide on their website at www.nchfa.com.
- 3) Contact your local offices of the:

Area Agencies on Aging;
[Community Action Agency](#);
[Department of Public Health](#);
[Department of Social Services](#);
[Department of Mental Health, Developmental Disabilities and Substance Abuse](#);
[Division of Vocational Rehabilitation](#);
[Legal Aid of North Carolina](#);
[Social Security Administration](#);
[United Way](#); and,
[Veteran's Administration](#).

Income Limits

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Alamance	\$61,600	30%	\$12,750	\$14,600	\$16,400	\$18,200	\$19,700	\$21,150	\$22,600	\$24,050
		50%	\$21,250	\$24,250	\$27,300	\$30,300	\$32,750	\$35,150	\$37,600	\$40,000
Alexander	\$55,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Alleghany	\$48,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Anson	\$45,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Ashe	\$50,500	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Avery	\$49,400	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Beaufort	\$55,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Bertie	\$44,300	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Bladen	\$43,700	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Brunswick	\$57,400	30%	\$13,950	\$15,950	\$17,950	\$19,900	\$21,500	\$23,100	\$24,700	\$26,300
		50%	\$23,250	\$26,550	\$29,850	\$33,150	\$35,850	\$38,500	\$41,150	\$43,800
Buncombe	\$66,400	30%	\$13,950	\$15,950	\$17,950	\$19,900	\$21,500	\$23,100	\$24,700	\$26,300
		50%	\$23,250	\$26,600	\$29,900	\$33,200	\$35,900	\$38,550	\$41,200	\$43,850
Burke	\$55,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Cabarrus	\$79,000	30%	\$16,600	\$19,000	\$21,350	\$23,700	\$25,600	\$27,500	\$29,400	\$31,300
		50%	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150
Caldwell	\$55,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Camden	\$75,300	30%	\$15,850	\$18,100	\$20,350	\$22,600	\$24,450	\$26,250	\$28,050	\$29,850
		50%	\$26,400	\$30,150	\$33,900	\$37,650	\$40,700	\$43,700	\$46,700	\$49,700

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Carteret	\$67,200	30%	\$14,150	\$16,150	\$18,150	\$20,150	\$21,800	\$23,400	\$25,000	\$26,600
		50%	\$23,550	\$26,900	\$30,250	\$33,600	\$36,300	\$39,000	\$41,700	\$44,400
Caswell	\$51,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Catawba	\$55,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Chatham	\$84,800	30%	\$17,850	\$20,400	\$22,950	\$25,450	\$27,500	\$29,550	\$31,600	\$33,600
		50%	\$29,700	\$33,950	\$38,200	\$42,400	\$45,800	\$49,200	\$52,600	\$56,000
Cherokee	\$47,900	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Chowan	\$50,600	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Clay	\$48,800	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Cleveland	\$49,500	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Columbus	\$50,000	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Craven	\$64,600	30%	\$13,600	\$15,550	\$17,500	\$19,400	\$21,000	\$22,550	\$24,100	\$25,650
		50%	\$22,650	\$25,850	\$29,100	\$32,300	\$34,900	\$37,500	\$40,100	\$42,650
Cumberland	\$54,900	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Currituck	\$79,300	30%	\$16,700	\$19,050	\$21,450	\$23,800	\$25,750	\$27,650	\$29,550	\$31,450
		50%	\$27,800	\$31,750	\$35,700	\$39,650	\$42,850	\$46,000	\$49,200	\$52,350
Dare	\$67,700	30%	\$14,250	\$16,250	\$18,300	\$20,300	\$21,950	\$23,550	\$25,200	\$26,800
		50%	\$23,700	\$27,100	\$30,500	\$33,850	\$36,600	\$39,300	\$42,000	\$44,700
Davidson	\$60,300	30%	\$12,700	\$14,500	\$16,300	\$18,100	\$19,550	\$21,000	\$22,450	\$23,900
		50%	\$21,150	\$24,150	\$27,150	\$30,150	\$32,600	\$35,000	\$37,400	\$39,800
Davie	\$61,900	30%	\$13,000	\$14,850	\$16,700	\$18,550	\$20,050	\$21,550	\$23,050	\$24,500
		50%	\$21,700	\$24,800	\$27,900	\$30,950	\$33,450	\$35,950	\$38,400	\$40,900

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Duplin	\$45,300	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Durham	\$84,800	30%	\$17,850	\$20,400	\$22,950	\$25,450	\$27,500	\$29,550	\$31,600	\$33,600
		50%	\$29,700	\$33,950	\$38,200	\$42,400	\$45,800	\$49,200	\$52,600	\$56,000
Edgecombe	\$54,700	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Forsyth	\$61,900	30%	\$13,000	\$14,850	\$16,700	\$18,550	\$20,050	\$21,550	\$23,050	\$24,500
		50%	\$21,700	\$24,800	\$27,900	\$30,950	\$33,450	\$35,950	\$38,400	\$40,900
Franklin	\$93,100	30%	\$19,500	\$22,250	\$25,050	\$27,800	\$30,050	\$32,250	\$34,500	\$36,700
		50%	\$32,450	\$37,100	\$41,750	\$46,350	\$50,100	\$53,800	\$57,500	\$61,200
Gaston	\$79,000	30%	\$16,600	\$19,000	\$21,350	\$23,700	\$25,600	\$27,500	\$29,400	\$31,300
		50%	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150
Gates	\$64,600	30%	\$13,450	\$15,400	\$17,300	\$19,200	\$20,750	\$22,300	\$23,850	\$25,350
		50%	\$22,400	\$25,600	\$28,800	\$32,000	\$34,600	\$37,150	\$39,700	\$42,250
Graham	\$50,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Granville	\$63,300	30%	\$13,300	\$15,200	\$17,100	\$19,000	\$20,550	\$22,050	\$23,600	\$25,100
		50%	\$22,200	\$25,350	\$28,500	\$31,650	\$34,200	\$36,750	\$39,250	\$41,800
Greene	\$54,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Guilford	\$61,300	30%	\$12,900	\$14,750	\$16,600	\$18,400	\$19,900	\$21,350	\$22,850	\$24,300
		50%	\$21,500	\$24,550	\$27,600	\$30,650	\$33,150	\$35,600	\$38,050	\$40,500
Halifax	\$44,300	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Harnett	\$65,000	30%	\$13,500	\$15,400	\$17,350	\$19,250	\$20,800	\$22,350	\$23,900	\$25,450
		50%	\$22,500	\$25,700	\$28,900	\$32,100	\$34,700	\$37,250	\$39,850	\$42,400
Haywood	\$58,600	30%	\$12,350	\$14,100	\$15,850	\$17,600	\$19,050	\$20,450	\$21,850	\$23,250
		50%	\$20,550	\$23,450	\$26,400	\$29,300	\$31,650	\$34,000	\$36,350	\$38,700
Henderson	\$66,400	30%	\$13,950	\$15,950	\$17,950	\$19,900	\$21,500	\$23,100	\$24,700	\$26,300
		50%	\$23,250	\$26,600	\$29,900	\$33,200	\$35,900	\$38,550	\$41,200	\$43,850

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Hertford	\$47,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Hoke	\$53,600	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Hyde	\$49,800	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Iredell	\$70,700	30%	\$14,850	\$17,000	\$19,100	\$21,200	\$22,900	\$24,600	\$26,300	\$28,000
		50%	\$24,750	\$28,300	\$31,850	\$35,350	\$38,200	\$41,050	\$43,850	\$46,700
Jackson	\$56,100	30%	\$11,800	\$13,500	\$15,200	\$16,850	\$18,200	\$19,550	\$20,900	\$22,250
		50%	\$19,650	\$22,450	\$25,250	\$28,050	\$30,300	\$32,550	\$34,800	\$37,050
Johnston	\$93,100	30%	\$19,500	\$22,250	\$25,050	\$27,800	\$30,050	\$32,250	\$34,500	\$36,700
		50%	\$32,450	\$37,100	\$41,750	\$46,350	\$50,100	\$53,800	\$57,500	\$61,200
Jones	\$48,400	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Lee	\$60,900	30%	\$12,800	\$14,600	\$16,450	\$18,250	\$19,750	\$21,200	\$22,650	\$24,100
		50%	\$21,350	\$24,400	\$27,450	\$30,450	\$32,900	\$35,350	\$37,800	\$40,200
Lenoir	\$50,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Lincoln	\$64,000	30%	\$13,450	\$15,400	\$17,300	\$19,200	\$20,750	\$22,300	\$23,850	\$25,350
		50%	\$22,400	\$25,600	\$28,800	\$32,000	\$34,600	\$37,150	\$39,700	\$42,250
McDowell	\$48,300	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Macon	\$51,500	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Madison	\$66,400	30%	\$13,950	\$15,950	\$17,950	\$19,900	\$21,500	\$23,100	\$24,700	\$26,300
		50%	\$23,250	\$26,600	\$29,900	\$33,200	\$35,900	\$38,550	\$41,200	\$43,850
Martin	\$47,900	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Mecklenburg	\$79,000	30%	\$16,600	\$19,000	\$21,350	\$23,700	\$25,600	\$27,500	\$29,400	\$31,300
		50%	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Mitchell	\$54,500	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Montgomery	\$51,100	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Moore	\$78,700	30%	\$15,300	\$17,500	\$19,700	\$21,850	\$23,600	\$25,350	\$27,100	\$28,850
		50%	\$25,550	\$29,200	\$32,850	\$36,450	\$39,400	\$42,300	\$45,200	\$48,150
Nash	\$54,700	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
New Hanover	\$72,800	30%	\$15,300	\$17,500	\$19,700	\$21,850	\$23,600	\$25,350	\$27,100	\$28,850
		50%	\$25,500	\$29,150	\$32,800	\$36,400	\$39,350	\$42,250	\$45,150	\$48,050
Northampton	\$41,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Onslow	\$57,600	30%	\$12,150	\$13,850	\$15,600	\$17,300	\$18,700	\$20,100	\$21,500	\$22,850
		50%	\$20,200	\$23,050	\$25,950	\$28,800	\$31,150	\$33,450	\$35,750	\$38,050
Orange	\$84,800	30%	\$17,850	\$20,400	\$22,950	\$25,450	\$27,500	\$29,550	\$31,600	\$33,600
		50%	\$29,700	\$33,950	\$38,200	\$42,400	\$45,800	\$49,200	\$52,600	\$56,000
Pamlico	\$59,300	30%	\$12,500	\$14,250	\$16,050	\$17,800	\$19,250	\$20,650	\$22,100	\$23,500
		50%	\$20,800	\$23,750	\$26,700	\$29,650	\$32,050	\$34,400	\$36,800	\$39,150
Pasquotank	\$58,700	30%	\$12,350	\$14,100	\$15,850	\$17,600	\$19,050	\$20,450	\$21,850	\$23,250
		50%	\$20,550	\$23,500	\$26,450	\$29,350	\$31,700	\$34,050	\$36,400	\$38,750
Pender	\$61,900	30%	\$13,000	\$14,850	\$16,700	\$18,550	\$20,050	\$21,550	\$23,050	\$24,500
		50%	\$21,700	\$24,800	\$27,900	\$30,950	\$33,450	\$35,950	\$38,400	\$40,900
Perquimans	\$54,700	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Person	\$56,000	30%	\$11,800	\$13,450	\$15,150	\$16,800	\$18,150	\$19,500	\$20,850	\$22,200
		50%	\$19,600	\$22,400	\$25,200	\$28,000	\$30,250	\$32,500	\$34,750	\$37,000
Pitt	\$67,300	30%	\$13,950	\$15,950	\$17,950	\$19,900	\$21,500	\$23,100	\$24,700	\$26,300
		50%	\$23,250	\$26,600	\$29,900	\$33,200	\$35,900	\$38,550	\$41,200	\$43,850
Polk	\$59,100	30%	\$12,450	\$14,200	\$16,000	\$17,750	\$19,200	\$20,600	\$22,050	\$23,450
		50%	\$20,700	\$23,650	\$26,600	\$29,550	\$31,950	\$34,300	\$36,650	\$39,050

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Randolph	\$61,300	30%	\$12,900	\$14,750	\$16,600	\$18,400	\$19,900	\$21,350	\$22,850	\$24,300
		50%	\$21,500	\$24,550	\$27,600	\$30,650	\$33,150	\$35,600	\$38,050	\$40,500
Richmond	\$42,300	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Robeson	\$43,800	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Rockingham	\$53,400	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Rowan	\$59,700	30%	\$12,550	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
		50%	\$20,900	\$23,900	\$26,900	\$29,850	\$32,250	\$34,650	\$37,050	\$39,450
Rutherford	\$53,900	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Sampson	\$48,600	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Scotland	\$39,800	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Stanly	\$58,700	30%	\$12,350	\$14,100	\$15,850	\$17,600	\$19,050	\$20,450	\$21,850	\$23,250
		50%	\$20,550	\$23,500	\$26,450	\$29,350	\$31,700	\$34,050	\$36,400	\$38,750
Stokes	\$61,900	30%	\$13,000	\$14,850	\$16,700	\$18,550	\$20,050	\$21,550	\$23,050	\$24,500
		50%	\$21,700	\$24,800	\$27,900	\$30,950	\$33,450	\$35,950	\$38,400	\$40,900
Surry	\$52,000	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Swain	\$47,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Transylvania	\$56,100	30%	\$11,800	\$13,500	\$15,200	\$16,850	\$18,200	\$19,550	\$20,900	\$22,250
		50%	\$19,650	\$22,450	\$25,250	\$28,050	\$30,300	\$32,550	\$34,800	\$37,050
Tyrrell	\$39,300	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Union	\$79,000	30%	\$16,600	\$19,000	\$21,350	\$23,700	\$25,600	\$27,500	\$29,400	\$31,300
		50%	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150

2019 HOME Income Limits by County, by Household Size

Effective June 28, 2019

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Vance	\$45,200	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Wake	\$93,100	30%	\$19,500	\$22,250	\$25,050	\$27,800	\$30,050	\$32,250	\$34,500	\$36,700
		50%	\$32,450	\$37,100	\$41,750	\$46,350	\$50,100	\$53,800	\$57,500	\$61,200
Warren	\$49,400	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Washington	\$45,700	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450
Watauga	\$65,300	30%	\$13,750	\$15,700	\$17,650	\$19,600	\$21,200	\$22,750	\$24,350	\$25,900
		50%	\$22,900	\$26,150	\$29,400	\$32,650	\$35,300	\$37,900	\$40,500	\$43,100
Wayne	\$58,500	30%	\$12,300	\$14,050	\$15,800	\$17,550	\$19,000	\$20,400	\$21,800	\$23,200
		50%	\$20,500	\$23,400	\$26,350	\$29,250	\$31,600	\$33,950	\$36,300	\$38,650
Wilkes	\$55,900	30%	\$11,750	\$13,400	\$15,100	\$16,750	\$18,100	\$19,450	\$20,800	\$22,150
		50%	\$19,600	\$22,400	\$25,200	\$27,950	\$30,200	\$32,450	\$34,700	\$36,900
Wilson	\$56,700	30%	\$11,900	\$13,600	\$15,300	\$17,000	\$18,400	\$19,750	\$21,100	\$22,450
		50%	\$19,850	\$22,700	\$25,550	\$28,350	\$30,650	\$32,900	\$35,200	\$37,450
Yadkin	\$61,900	30%	\$13,000	\$14,850	\$16,700	\$18,550	\$20,050	\$21,550	\$23,050	\$24,500
		50%	\$21,700	\$24,800	\$27,900	\$30,950	\$33,450	\$35,950	\$38,400	\$40,900
Yancey	\$50,900	30%	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
		50%	\$19,350	\$22,100	\$24,850	\$27,600	\$29,850	\$32,050	\$34,250	\$36,450

Family sizes in excess of 8 persons are calculated by adding 8% of the four-person income limit for each additional family member. That is, a 9-person limit should be 140% of the 4-person limit, the 10-person limit should be 148%.

The HOME income limit values for large households (9-12 persons) must be rounded to the nearest \$50. Therefore, all values from 1 to 24 are rounded down to 0, and all values from 25 to 49 are rounded up to 50.

NORTH CAROLINA HOUSING TRUST FUND
2019

Income Limits by household size

Median Family Income
\$66,200

Household Size	Maximum Income Limits	
	30%	50%
1 Person	\$13,900	\$23,150
2 Persons	\$15,900	\$26,500
3 Persons	\$17,850	\$29,800
4 Persons	\$19,850	\$33,100
5 Persons	\$21,450	\$35,750
6 Persons	\$23,050	\$38,400
7 Persons	\$24,650	\$41,050
8 Persons	\$26,200	\$43,700

Based on 2019 HUD Median Income Limits

Forms

Table of Contents

<u>Form/Document</u>	<u>Required/Model</u>
Application/Eligibility	Required
Urgent Repair Program Promissory Note	Required
Urgent Repair Program Modification Agreement	Required (as needed)
Urgent Repair Program Certification and Estoppel	Required (as needed)
Pre-Construction Conference Record	Required
Contractor's Release of Liens	Model
Certificate of Final Inspection	Required
Owner Certificate of Satisfaction	Required
Project Management Report	Required
Certification of Completion and Final Cost Form	Required
Model Contract (Bid Process)	Model
Model Contract (Self-Contracting)	Model

Required Form

Application & Eligibility Certification

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM
Application & Eligibility Certification

(page 1 of 2)

Applicant Data

Name of Homeowner(s) (First, MI, Last): _____

Street Address: _____

City: _____ County: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

If the Applicant was referred by someone other than self, complete the following:

Contact Name: _____ Phone: _____

Relationship to Owner: _____

Notes: _____

Household Membership

Name (First, MI, Last)	Sex	Birth Date	SS# (last 4 digits only)	Race Code*	Hispanic**	Relation to Homeowner
a.						
b.						
c.						
d.						
e.						
f.						
g.						

Gross Income Work Table

Dollars / Household Member / MONTH

Source	a	b	c	d	e	f	g	Total
1) Wages								
2) Retirement/Pension								
3) Social Security								
4) Supplemental Security Income								
5) Public Assistance								
6) Child Support								
7) Interest								
8)								
9)								
10)								
Monthly Sub-Total (sum rows 1-10)								
Annual Sub-Total (12 x row above)								

Annual Gross Household Income (sum Annual Sub-Total for columns a-g): _____

Applicant Certifications

I hereby certify that:

- 1) I own and occupy the home described above as my primary residence;
- 2) The household and income information listed above is complete and true to the best of my knowledge;
- 3) This information is provided to qualify me for the Urgent Repair Program (Program). The Program is intended to assist low- and very low-income homeowners with special needs in correcting substandard housing conditions which pose an imminent threat to their life or safety or in performing accessibility modifications or other repairs necessary to prevent imminent displacement.
- 4) I give permission for _____ to access information to verify the contents of this application and to facilitate the repair of my home.
- 5) I understand that this Program grant may not rectify all deficiencies in my home nor make the home conform to any local, state or federal housing quality standards.
- 6) I have been advised that my gender, race and ethnicity will be determined based upon observation and/or surname if I do not self disclose the information.

Applicant Signature _____

Date _____

Co-Applicant Signature _____

Date _____

NORTH CAROLINA HOUSING FINANCE AGENCY

URGENT REPAIR PROGRAM

Application & Eligibility Certification

(page 2 of 2)

Applicant Data

Name of Homeowner(s) (First, MI, Last): _____

Street Address: _____

Qualifying Income Table (for reference) Maximum Gross Household Income

Household Size	1	2	3	4	5	6	7	8
a) Statewide non-metro 30%								
b) Statewide non-metro 50%								
c) County 30%								
d) County 50%								

Qualifying Questions

Does the applicant own this home? YES ☐ NO ☐

Does the applicant's household qualify based on the income criteria? YES ☐ NO ☐

Mark all Special Need(s) by which the Applicant qualifies: ☐ Single-Parent Household

☐ Owner 62+ ☐ Member Disabled ☐ EBLI Child ☐ Veteran*** ☐ Household Size 5+

Eligibility Certifications

I hereby certify that:

- 1) All of the above information has been reviewed or documented in accordance with the Program Guidelines.
- 2) The Applicant is eligible for assistance under the Program;
- 3) There is no other state or federal source of funds available now, or likely to be available within the next six months, which could pay for the proposed repairs.

Authorized Officer

Organization

Date

Eligible Urgent Repair Needs:

Case Notes (for office use only) Name of interviewer: _____

Non-housing problems:

Action taken for referrals? YES ☐ NO ☐ If yes, specify:

Other:

*Race Code: White (11); Black/African American (12); Asian (13); American Indian/Alaska Native (14); Native Hawaiian/Other Pacific Islander (15); American Indian/Alaskan Native & White (16); Asian & White (17); Black/African American & White (18); American Indian/Alaska Native & Black/African American (19); Other Multi-Racial (20); and, Asian/Pacific Islander (21).

**Hispanic: Yes or No.

***Veteran: A person who served in the active military, and who was discharged or released therefrom under conditions other than dishonorable.

ZERO INCOME AFFIDAVIT

(To be completed by all homeowners in appropriate household)

Homeowner: _____

Homeowner address: _____

1. I hereby certify that I do not individually receive income from any of the following sources:

- a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
- b. Income from operation of a business;
- c. Rental income from real or personal property;
- d. Interest or dividends from assets;
- e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
- f. Unemployment or disability payments;
- g. Public assistance payments;
- h. Periodic allowances such as alimony, child support, or gifts received from persons living in my household;
- i. Sales from self-employed resources (Avon, Mary Kay, etc.);
- j. Any other source not named above.

2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. I further understand that providing false representations here-in constitutes an act of fraud, which may result in the repayment of the loan or promissory note.

PRINTED NAME OF APPLICANT

DATE

SIGNATURE OF APPLICANT

DATE

ZERO INCOME AFFIDAVIT

Required Form

**Urgent Repair Program
Promissory Note**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

Promissory Note

Property Address: _____

Date: _____

FOR VALUE RECEIVED, the undersigned (the "Borrower") jointly and severally promise(s) to pay to the order of _____, (the "Holder"), the amount up to _____ Dollars (_____), or so much thereof as may have been disbursed from time to time, according to the following terms, at the office of _____, or at such place as the Holder of this Note may designate in writing.

1. **Loan.** This Note evidences a loan (the "Loan") made by Holder to Borrower under the North Carolina Housing Finance Agency's Urgent Repair Program ("URP").
2. **Term.** The term of the Loan shall be up to _____ (_____) years from the date of this Note (the "Maturity Date").
3. **Payment.** During the term of this Note, Borrower shall make no payment of principal or interest, unless the Borrower is in default under any of the terms of this Note. So long as Borrower is not in default, the balance due under this Note shall automatically be reduced by two thousand dollars (\$2,000.00) on each anniversary date of this Note such that on the Maturity Date the outstanding principal balance due will be zero (\$0.00). If any default by the Borrower under this Note or any other document executed in connection with the Loan occurs during the term of this Note, then, at Holder's option, the entire outstanding balance of this Note shall become immediately due and payable, as herein provided.
4. **Modification Agreement.** If there is an increase in the amount of the Loan, a modification agreement must be completed to account for changes in the original loan and will become part of this Note. Said agreement must be attached to the Note and copies sent to Holder of the Note.
5. **Assumption.** The Loan may be assumed only upon the prior written approval of the Holder. The Holder shall not deny requests for assumptions by (1) an heir, or (2) buyers certified by the Holder as meeting Program eligibility requirements. Any and all terms and conditions of this Note shall remain in effect for any successors to Borrower and any successor shall assume all duties and obligations of the Borrower.

6. Default. The note shall be deemed in default and the amount owed under this Note shall become immediately due and payable on the occurrence of any of the following events:

- (a) The Property is sold, transferred or otherwise alienated by Borrower whether voluntary or involuntary, or by operation of law, or without Lender's prior written consent, unless otherwise prohibited by applicable federal law;
- (b) The Property ceases to be occupied by Borrower, as Borrower's principle residence.

Upon default, Holder may employ an attorney to enforce Holder's rights and remedies, and the Borrower hereby agrees to pay to Holder all reasonable attorney's fees, plus all other reasonable expenses incurred by Holder in exercising any of Holder's rights and remedies upon default. The rights and remedies of Holder as provided by law, by this Note shall be cumulative and may be pursued singly, successively, or together in the sole discretion of Holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

7. Governing Law. This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, Borrower has executed this instrument under seal on the date first above written.

BORROWER(S):

_____ (SEAL)

_____ Printed Name

_____ (SEAL)

_____ Printed Name

Required Form (as needed)

**Urgent Repair Program
Modification Agreement**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

Modification Agreement

Property Address: _____

Date: _____

THIS MODIFICATION AGREEMENT (the "Agreement"), is made and entered into by and between _____ (hereinafter referred to as "Borrower") and _____ (hereinafter referred to as "Lender");

WITNESSETH:

WHEREAS, Borrower has executed a Promissory Note (the "Note") dated _____ and payable to Lender in the original principal amount of _____ Dollars (_____) evidencing a loan from Lender to Borrower (the "Loan");

WHEREAS, Borrower and Lender desire to modify the Note to change the principal amount of the Loan to _____ Dollars (_____), and change the Maturity Date to _____;

NOW THEREFORE, for and in consideration of \$1.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definition of Terms.** All capitalized items contained herein and not otherwise defined shall be defined as provided in the Note.

2. **Amount of Loan.** The maximum principal amount of the Loan evidenced by the Note, including present and future advances, is changed to _____ Dollars (_____).

3. **Maturity Date.** The Maturity Date as stated on the Note is changed to _____ (____) years from the Note date.

4. **Agreement of Borrower.** Borrower hereby acknowledges (i) the continued existence of the indebtedness evidenced by the Note; (ii) that this document is a modification of the terms of an existing contractual relationship between the parties in order to increase the principle loan amount and is not intended as a cancellation of the original debt or the creation of a new debt; (iii) that the acceptance by the Lender of this Agreement is not a waiver by Lender of any rights Lender may possess under the Note or any other documents or instruments evidencing the Loan (collectively, the "Loan Documents"); and (iv) that the failure by Borrower to fully and promptly perform under the Note or any other Loan Document shall entitle Lender to exercise any and all rights granted to Lender under the Note or any Loan Document, or otherwise as provided under applicable law.

5. **Waiver of Defenses.** Borrower represents and warrants to Lender that there are no defenses against the enforcement of the Note or any other Loan Document as provided in the Note.

6. **Headings.** The paragraph headings provided herein are for convenience only and are not intended to define or limit the content of the paragraphs.

7. **Further Assurances.** Each party hereto shall cooperate, and take such further actions and execute and deliver such documents as may be reasonably requested by the other party in order to effectuate the provisions hereof.

8. **Severability.** In the event any term, covenant or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

9. **Successors and Assigns.** This Agreement shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

10. **Full Force and Effect.** Except as modified hereby, the Note remain unmodified and in full force and effect.

11. **Effective Date.** The provisions of this Agreement shall be and become effective as of the date hereof.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement under seal as of the day and year first above written.

LENDER:

BORROWER(S):

(SEAL)

(SEAL)

Printed Name

Printed Name

Title

(SEAL)

Printed Name

Required Form (as needed)

**Urgent Repair Program
Certification and Estoppel**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

STATEMENT OF ESTOPPEL

This document is to establish the final loan amount of that certain Promissory Note executed by _____ (the "Borrower"), dated _____ in the original principal amount up to _____ Dollars (\$_____).

The total outstanding balance of all obligations, after all disbursements have been made on Borrower's behalf, is _____ Dollars (\$_____).

Pursuant to the terms of the Promissory Note, the loan is expected to have a \$0.00 balance on or before _____, after which time there will be no further action to collect said obligation.

No future advances will be made under the aforesaid instrument, except such expense as it may become necessary to advance to preserve the security now held.

This _____ day of _____, 20____.

By: _____

Print Name: _____

Title: _____

Completed by: _____

Required Form

Pre-Construction Conference Record

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

Preconstruction Conference Record

Recipient Organization/Coordinating Agency: _____

Date: _____ Time: _____ Place: _____

Homeowner: _____

Street Address: _____

City: _____ Zip code: _____

Representatives present for (list all persons attending):

Recipient Organization: _____

Contractor(s): _____

Homeowner: _____

Comments: _____

Recorded by: _____

Homeowner Acknowledgement

I have received a written copy of the Urgent Repair Program "Assistance Policy", and a Recipient Organization representative has described the terms, conditions, limitations, and provisions of the Urgent Repair Program. In addition, a Recipient Organization representative has described the repair process and reviewed with me the repair Contract, the work write-up, and related documents. Therefore, with full understanding of the assistance being offered, I acknowledge execution of the URP Contract, and agree that the work will begin on or about _____, 20____.

Homeowner's Signature: _____

Model Form

Contractor's Release of Liens

**NORTH CAROLINA HOUSING FINANCE AGENCY
Urgent Repair Program**

Contractor's Release of Liens

A. Sub-contractor's and Supplier's Certification

WHEREAS we, the undersigned sub-contractor(s) and/or supplier(s), have furnished the materials and work for the repair of the dwelling unit described below:

HOME OWNER: _____

ADDRESS: _____

PRIME/GENERAL CONTRACTOR: _____

CONTRACT DATE: _____

WHEREAS we, the undersigned sub-contractors and suppliers, have agreed to release all liens which we, or any of us, have, or might have on the said buildings for work or materials contracted for or furnished in, for, or about the repairing or modification of the said building.

WITNESSETH, that we, the undersigned sub-contractors and suppliers, do hereby certify that all work required to be done by us in association with the above-referenced contract has been done in good and workmanlike manner in accordance with the terms thereof, and that we have been paid or definite arrangements have been made for us to be paid by the prime/general contractor;

WITNESSETH, that we, the undersigned sub-contractors and suppliers, do hereby release any and all claims for damages, loss or amounts owed or claimed to be owed by either the Contractor or Homeowner as a result of the above contract and work done thereunder.

IN WITNESS WHEREOF, we hereunto set our hands and seals, on the date written opposite our respective signatures:

(1) _____
Date Sub-contractor/Supplier

Witness By: Authorized Signature

(2) _____
Date Sub-contractor/Supplier

Witness By: Authorized Signature

(3) _____
Date Sub-contractor/Supplier

By: _____

Witness

Authorized Signature

(4) _____
Date Sub-contractor/Supplier

Witness By: Authorized Signature

(5) _____
Date Sub-contractor/Supplier

Witness By: Authorized Signature

B. Prime/General Contractor's Certification and Request for Payment:

I do hereby certify to the Owner of the above property that the signatures signed to this Release of Leins comprise a true and complete list of all corporations and persons who have contracted for or furnished any and all repairs or improvements of the said building(s) or premises, or who are, or have been, sub-contractors upon said building(s) or any part thereof or for any furnishing and any and all fixtures or improvements to said real estate under any contract or agreement with the undersigned.

Upon receipt of payment of the balance due under the contract this document shall become effective to release all liens which I, the undersigned, have or might have on the said buildings for work or materials contracted for or furnished in, for, or about the repairing or modification of the said building. Payment shall be considered received when the related payment check has been properly endorsed and has been paid by the bank upon which it is drawn.

I hereby request payment of the balance due under the contract.

Contractor

Date

Authorized Signature

Title

Witness

Required Form

Certificate of Final Inspection

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

Certificate of Final Inspection

Owner: _____

Address: _____

Prime/General Contractor: _____

Date of Contract: _____

CERTIFICATIONS:

On behalf of the Recipient Organization/Coordinating Agency, I have inspected the work performed on the above-listed property through financial assistance from the North Carolina Housing Finance Agency's Urgent Repair Program. The construction work has been satisfactorily completed in accordance with the contract. The contractor named above is eligible for payment of any balance due under the contract.

Signature

Date of Inspection

Title

Recipient Organization/Coordinating Agency

Required Form

Owner Certificate of Satisfaction

**NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM**

Owner Certificate of Satisfaction

Owner(s): _____

Address: _____

Prime/General Contractor: _____

Date of Contract: _____

CERTIFICATIONS:

I hereby certify that I have inspected the repairs or modifications made to my home and that the construction work has been satisfactorily completed in accordance with the construction contract.

I understand that the assistance that I have received under the Urgent Repair Program was intended only to achieve the following goals:

- 1) to alleviate housing conditions which pose an imminent threat to the life or safety of qualifying homeowners; and/or
- 2) to provide accessibility modifications and other repairs necessary to prevent displacement of qualifying homeowners.

I also hereby certify that neither _____ (coordinating agency) nor the North Carolina Housing Finance Agency is obligated to make the home conform to any local, state or federal housing quality standards.

Owner's Signature

Date

Co-owner's Signature

Date

Required Form

Project Management Report

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM
PROJECT MANAGEMENT REPORT

Recipient organization:	Date of Report:
Reporting period: From: to:	Funding Agreement No:
Report prepared by:	Phone number:
URP allocation (per Funding Agreement):	Participant Tax ID #
Total matching funds (hard costs only) per approved Application:	Case Manager:
Completion Date (per Funding Agreement): December 31, 2018	Number of units targeted:

A. Account Balances

1. Beginning Balance:

- | | |
|---|-----|
| a. Sum of URP funds received from NCHFA prior to reporting period | [] |
| b. Sum of Program Income received prior to reporting period (+) | [] |
| c. Sum of disbursements by Recipient prior to reporting period (-) | [] |
| d. Total URP Project beginning balance (<i>a. plus b. minus c.</i>) (=) | [] |

2. Receipts Since Last Report:

- | | |
|--|-----|
| a. Program funds received from NCHFA since last report | [] |
| b. Interest earned on Program fund deposits during this reporting period | [] |
| c. Total receipts since last report (<i>a. plus b.</i>) (=) | [] |

3. Recipient Disbursements Since Last Report:

- | | |
|--|-----|
| a. URP-eligible hard costs | [] |
| b. Program Support (+) | [] |
| c. Total disbursements since last report (<i>a. plus b.</i>) (=) | [] |

- 4. Net balance of URP funds on hand:** (*1.d. plus 2.c. minus 3.c.*) . (=) []

B. Key Indicators and Progress Toward Goals

- | | | |
|--|---|---|
| 1. Months remaining to completion date [] | 4. Percent of targeted units completed [] | 7. Percent of completed units 30 - 50% AMI [] |
| 2. Percent of project time used [] | 5. Average completions/month needed to finish on time [] | 8. Percent of completed units below 30% AMI [] |
| 3. Percent of URP funding spent [] | 6. Percent of matching funds invested to date [] | |

<p style="text-align: center;">Certification:</p> <p>I Certify that the information contained in this Report is complete and accurate.</p> <p style="text-align: center;">_____ Authorized Signature/Date (Chief Administrative Official)</p>	<p style="text-align: center;">Report Type</p> <p>Quarterly Report []</p> <p>Disbursement Request []</p> <p>Final Report* []</p> <p><small>*(Please check this box and attach the Certification of Completion and Final Cost Report when you close your Project.)</small></p>
---	---

For NC Housing Finance Agency Use Only								
Date Received	Date Due	Disbursement Review and Approval			Units Entered by	Date Units Entered		
		Recommended by/Date	Amount	To Finance on				
			\$	/ /				

NORTH CAROLINA HOUSING FINANCE AGENCY

Urgent Repair Program

Instructions to Project Management Report

General: Project Management Reports from all recipients are due at the North Carolina Housing Finance Agency (the Agency) office by 5:00 p.m. of the last day of the month following the end of the federal calendar quarter (i.e., by: April 30 (for the 1st quarter), July 31, October 31, and January 31). Reports must be submitted regardless of the level of activity to be reported. Project Management Reports are cumulative reports that list the requested information for all units assisted (complete or in-progress) from the beginning of the project to the date of the submitted report. An additional report may be submitted during a quarter to request a disbursement (See Program Guidelines, Section 3.2.2). As with all other communications regarding your Urgent Repair Program grant, Project Management Reports should be addressed to your case manager for the Urgent Repair Program.

If not using the electronic version of the form, the Project Management Report should be typed or printed legibly in ink. However, the Project Management Report was designed to be entered using the electronic version. When using the electronic version, please note that the light yellow cells designate entered information and the brighter yellow cells highlight computer calculated fields.

All reports must be signed and dated in the "**Certification**" box on page one by an authorized officer or agent of the Recipient. Ideally, the supervisor of the person who prepared it should sign the report.

In the "**Report Type**" box, check as many items as apply. For instance, say a given report is submitted as a quarterly report and you wish to request a disbursement. You would check the box to the right of "Quarterly Report" and the box to the right of "Disbursement Request". Generally, if an accurate and complete Activity Report serving as a disbursement request is received by your case manager by noon on Monday, the disbursement check will be mailed by the end of that work week. A report received by FAX will not trigger the requisition process. All disbursement requests must be received with an original-signature.

Lines a through **c** at the bottom of pages 2 and 3 of the Activity Report should always be completed whether or not units were completed during the reporting period, except for your first report if there are no units to report (*note: computer calculated in electronic version*).

A. Account Balances (page 1)

1. Beginning balance:

- a.** On your first Activity Report, enter "0". On subsequent reports enter the sum of all Program funds received from the Agency prior to the reporting period.
- b.** On your first report, enter "0". On subsequent reports enter the sum of lines **A.1.b** and **A.2.b.** of the previous report.
- c.** On your first report, enter "0". On subsequent reports enter the sum of lines **A.1.c** and **A.3.c** of the previous report (*note: computer calculated in electronic version*).
- d.** Calculate the amount of Program funds on hand as of the first day of the reporting period (*computer calculated in electronic version*). On your first report, the beginning balance should be "0". On subsequent reports it should equal line **A.4** of the previous report.

2. Receipts since last report:

- a. Enter the amount of any Program Fund disbursements received from the Agency during the current reporting period.
- b. Enter the amount of interest earned on Program funds during the reporting period.
- c. Enter the sum of **2.a.** plus **2.b.** (*computer calculated in electronic version*).

3. Recipient disbursements since last report:

- a. Enter the total amount of Program funds disbursed to pay for other eligible hard costs (materials, labor, repair/modification contracts, etc.) during the reporting period (*computer calculated in electronic version*). This entry is to include jobs in progress. (See Program Guidelines, section 2.1.3 and 4.2.2 for eligible expenditures)
- b. Enter the total amount disbursed during the reporting period to pay for Program support items eligible under section 2.1.7 and 2.1.8 of the Program Guidelines (*computer calculated in electronic version*).
- c. Enter the total of **3.a. plus** and **3.b.** (*computer calculated in electronic version*).

- 4. Net balance on hand:** This entry should equal the balance of your Program Fund account as of the closing day of the reporting period (*computer calculated in electronic version*). If your balance is negative, indicate the amount in parentheses.

B. Key Indicators and Progress Toward Goals

Each indicator is automatically calculated in the pc version and provides an accurate snapshot of project progress once data is up to date on pages 2 and 3. If completing the form manually complete this section (after pages 2 and 3 are completed) by entering the following:

- 1. “Months remaining to completion date” – Enter the number of months between the end of the reporting period and the completion date.
- 2. “Percent of project time used” – Enter the percent of total project time used.
- 3. “Percent of URP funding spent” – Enter the percentage of the original award spent.
- 4. “Percent of targeted units completed” – Enter the percentage of targeted units completed.
- 5. “Avg. completions/month needed to finish on time” – Enter average completions by months needed to finish on time
- 6. “Percent of matching funds spent to date” – Enter the amount of matching funds (hard cost only) spent to date.
- 7. “Percent of completed units 30 - 50% AMI” – Enter percent of completed units between 30% and 50% AMI.
- 8. “Percent of completed units below 30% AMI” – Enter percent of completed units below 30% AMI.

C. Financial Report on units assisted to date (page 2)

Note: Be sure to enter report date and Recipient name or acronym on each page (*computer calculated in electronic version*). Data entered in this section and section D is cumulative. In order to account for units completed, in-progress and/or reported previously, please enter the unit completion date if complete, or leave the date blank if in-progress during the current reporting period. List units in the order in which they were assisted.

Revision: Place an "X" in the box if previously reported information for the unit has been revised.

Unit Completion Date: Recipients utilizing a bid process to select contractors shall use the date of the final payment to the contractor for the unit completion date. If a recipient is working with their own work crews, the date of the last payment to their project account for hard costs for the unit will be the unit completion date.

First name and middle initial of homeowner: Self-explanatory.

Last name of homeowner: Self-explanatory.

Street address of completed unit: Enter the actual street address, if any. If no street address has been assigned, enter road name or number and/or deed book and page numbers and/or other data as needed to positively identify the property. Simply giving a road name or number such as "Hwy 64" or "Jackson Road" will not suffice.

City/town of completed unit: Self-explanatory.

Zip code: Self-explanatory.

County of completed unit: Self-explanatory.

Square foot size of the unit: Self-explanatory.

URP hard costs: Enter the amount of Urgent Repair Program funds disbursed to pay for physical housing repairs/modifications ("hard costs") only. If private unaffiliated contractors were used to perform the work, this amount should be the amount of the repair/modification contract. For Recipients using employees or affiliated contractors to do the work, eligible hard costs are described at section 4.2.2 of the Program Guidelines.

Other hard costs; identified by source: Enter the amount of funds from any other source used for improvements made to the dwelling unit in association with the URP-funded work. Identify the source of the funds. (Note: These funds must not be from state or federal sources, other than WAP or HARRP monies, Home and Community Care Block Grants provided by the North Carolina Division of Aging and Adult Services, or funds from Independent Living Centers.)

URP program support: Enter the amount of program support costs associated with the hard cost expenditures on the unit. This amount must not exceed the limits in Table A in section 2.1.8 of the Program Guidelines. An error message will appear if an amount is entered that either exceeds the maximum allowance or includes cents. Enter an acceptable amount to remove the message.

Total URP \$ HC + PS: Enter the total amount of URP hard costs and program support costs by unit (*computer calculated in electronic version*).

Total all applicable columns as indicated at line a, i.e. enter totals for all completed and in-progress units during the current reporting period. At line b, for the first report all totals will be 0's and after the first report, the data may be taken from line c of the previous report. At line c add the totals from lines a and b to report the cumulative data (*All totals are computer calculated in electronic version*).

D. Beneficiary Report for units assisted to date (page 3)

Note: Be sure to enter report date and Recipient name or acronym on each page (*computer calculated in electronic version*). Again, data entered in this section and section C is cumulative. In order to account for units completed, in-progress and/or reported previously, please enter the unit completion date if complete, or leave the date blank if in-progress during the current reporting period. Please list units in the order in which they were assisted (*computer calculated in electronic version*).

Revision: Place an "X" in the box if previously reported information for the unit has been revised.

Unit Completion Date: Recipients utilizing a bid process to select contractors shall use the date of the final payment to the contractor for the unit completion date. If a recipient is working with their own work crews, the date of the last payment to their project account for hard costs for the unit will be the unit completion date (*computer calculated in electronic version*).

Homeowner's last name and first initial: Self-explanatory (*computer calculated in electronic version*).

Annual household income: Enter the household's verified annual income. This should equal the amount shown as "Annual Gross Household Income" at the bottom of the "Gross Income Work Table" on the homeowner's "Application & Eligibility Certification" form.

Income category: Place an "X" in the box that indicates the income category of the eligible household.

Size of HH: Enter the number of full-time members of the assisted household.

Special needs category(ies): Indicate any and all special needs categories fitting the household assisted by entering an "X" or a "1" in each column that applies. "Elderly" means sixty-two years old or older; "Hdcp/Dsbld." means disabled or handicapped; "Large" means households with five (5) or more full-time members; "EBL Child" means a child below the age of six (6) with an elevated blood level, between 10 µg/dl and 20 µg/dl and; "Single Parent." means households with one or more minor children headed by a single parent. Check all columns that apply.

Household racial composition: Enter the appropriate household racial category. PC users will select the appropriate household racial category from the pulldown list.

Hispanic: Enter "Yes" or "No" for the appropriate household ethnicity. PC users will select "Yes" or "No" from the pulldown list.

Description of repairs or modifications completed with URP funds: Briefly identify the specific URP-funded repairs or modifications.

Accessibility Modifications: Indicate whether any URP funded repairs or modifications increased the home's accessibility for any disabled or handicapped clients (handicapped ramps, grab bar installations, passage or entryway modifications, etc.) by entering "X" in the column.

Total all applicable columns as indicated at line a, i.e. enter totals for units completed during the current reporting period. At line b, for the first report all totals will be 0's and after the first report, the data may be taken from line c of the previous report. At line c add the totals from lines a and b to report the cumulative data (*All totals are computer calculated in electronic version*).

Required Form

**Certification of Completion
and Final Cost Form**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM
CERTIFICATION OF COMPLETION AND FINAL COST
Please attach the final Activity Report

Recipient Organization:	Date of Report:
Funding Agreement Number	Program Completion Date:
Report Prepared by:	Phone Number:

A. ACCOUNT BALANCES

1. Receipts:

a. Amount of total URP Program funding allocation.	
b. Total URP funds received as disbursements from NCHFA.	
c. Sum of interest earned on Program funds.	
d. TOTAL Program receipts (b+c).	

2. Disbursements by Recipient:

b. Repairs/modifications (hard costs for all URP-eligible repairs).	
c. Program support.	
d. TOTAL disbursements (a+b+c).	

3. Balance of URP funds in account to be returned to NCHFA (1.d - 2.d).....	
---	--

B. CUMULATIVE PRODUCTION

1. Dwelling Units repaired/modified, by county:

County served	Number of units complete	URP hard costs disbursed	URP soft costs disbursed	Other funds leveraged		Total funds used URP + Other
1						
2						
3						
4						
5						
6						
7						
8						
a. Totals.....						
b. Averages per dwelling unit.....						

NCHFA USE ONLY								
Date Received	Payment Received	Activity Report Rec'd	CCFC signed	Data entered	Data checked	Entered/checked by	DU's entered	Monitor response
	\$	yes no	yes no					

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM
CERTIFICATION OF COMPLETION AND FINAL COST

Recipient:

C. CERTIFICATIONS (Please check the box beside each applicable statement)

- ☐ 1. All Program-funded repairs were inspected, as required by Program guidelines and meet State Building Code.
- ☐ 2. All required project documents have been properly executed and retained in the client case files.
- ☐ 3. All concerns stemming from monitoring of the Recipient's URP, and as stated in the Agency's monitoring report, have been resolved.
4. (Please check a. or b.)
- ☐ a. Audit reports have been submitted to the Agency covering each fiscal year in which Program funds were on hand; or,
- ☐ b. All required audit reports have been submitted to the Agency except the current fiscal year. Said current year report will be submitted as soon as it is made available to the Recipient. (Estimated date available: _____)
- ☐ 5. The figure entered at line A. 3 of this Certification of Completion and Final Cost is greater than zero (0), and a check in the amount shown there is made out to the North Carolina Housing Finance Agency and accompanies this document.

As chief operating officer of the Recipient
I certify that the information contained
in this report is complete and accurate.

Authorized signature

Date

Model Form

Model Contract (Bid Process)

URGENT REPAIR PROGRAM

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

CONTRACT FOR HOME REPAIRS/MODIFICATIONS

THIS AGREEMENT, made and entered into this ____ day of _____
20__, by and between _____ (hereinafter
referred to as "the Contractor") and _____ (hereinafter
referred to as "Owner"), with _____ (the
Coordinating Agency") acting as an interested third party.

WITNESSETH

THAT wherein the Contractor and the Owner by mutual agreement for the consideration
hereinafter set forth, do hereby agree as follows:

ARTICLE I: Scope of Work

THAT the contractor shall furnish all labor, materials, equipment, supervision and
services required to perform all the work described in the Work Write-up dated _____
_____, 20__, and consisting of _____ pages.

THAT the parties agree that there shall be no change in the Contract or in the Work
Write-up/Specifications unless reduced to writing as a Change Order and duly executed as an
addendum to this Contract by the parties hereto.

ARTICLE II: Contract Documents

THAT the Contract consists of this document as well as the "Non-Collusive Affidavit of
Prime Bidder (the bid)," the "Work Write-up" and attendant drawings, the "Notice to Proceed,"
and the "General Specifications" of the Coordinating Agency which, together with this
Agreement, form the entire contract between the parties hereto, and are hereby incorporated in
this Agreement by reference.

ARTICLE III: Contract Sum

THAT for the services rendered under the terms and conditions of this Contract by the Contractor, the Owner or its representative shall pay the Contractor, subject to any additions and deductions, as provided in Article I of this Contract, the sum of _____
 _____ DOLLARS AND _____ CENTS
 (\$ _____) upon the completion of the work described in this contract.

ARTICLE IV: Payment Schedule

THAT the contractor shall not be entitled to any progress (partial) payment.

THAT upon completion of all (100%) of contracted work and the execution of the Coordinating Agency's "Certificate of Final Inspection" and the "Owner Certificate of Satisfaction," payment will be issued on the Owner's behalf. Prior to payment the Contractor shall execute a "Contractor's Release of Liens."

ARTICLE V: Time of Commencement and Completion of Work

THAT the Contractor agrees to begin work under this contract within five calendar days of the date stipulated in the written "Notice to Proceed" which shall be issued by the Coordinating Agency on the Owner's behalf after all project funding has been encumbered and/or the pre-audit statement signed by the Finance Director of the Coordinating Agent.

THAT work shall be satisfactorily completed by the Contractor within _____
 (_____) working days of the stipulated date of commencement.

ARTICLE VI: Contract Time Extensions

THAT it is expressly understood and agreed that the time for completion of the work described herein is a reasonable time, taking into consideration the prevailing climatic and economic conditions. Time extensions shall be granted to the Contractor only for the following reasons:

- A. Unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not limited to, acts of God, acts of the Owner or fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather;

- B. Any delays of Subcontractors occasioned by any of the causes specified in paragraph A, above; and/or,
 - C. Delays caused by the addition of work to the contract through Change Orders.
- THAT the Coordinating Agency shall determine a reasonable length for the contract extension time.

ARTICLE VII: Liquidated Damages

THAT if the Contractor shall fail to complete the work within the contract time, or an extension of the time granted per Article VI, above, then the Contract price shall be reduced in the amount of \$50.00 per each working day from the stipulated completion date until the work shall be satisfactorily completed. In the event that such reduction in the Contract price should equal or exceed the encumbered balance, the Contractor shall be found in default and the Contract shall be terminated.

ARTICLE VIII: Guarantee of Materials and Workmanship

THAT all work performed under this agreement shall be done in a good and workmanlike manner, using quality materials.

THAT the Contractor does hereby guarantee all materials and workmanship supplied under this contract to be a quality meeting the standards current in the N.C. Uniform Residential Building Code and shall correct any defect or deficiency that may occur or become evident during the period of twelve (12) months from and after the date of execution of the Certificate of Final Inspection.

THAT any damage to the building, ground or appurtenances that is the result of the construction work performed by the Contractor will also be corrected by the Contractor at no cost to the Owner or the Coordinating Agency. The Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment under this contract.

ARTICLE IX: Protection of Persons and Property

THAT the Contractor shall exercise proper precaution at all times for the protection of persons and property, on or off the site, which occur as a result of performance of the work.

THAT the Contractor shall keep the premises reasonably clean and orderly during the course of the construction and, if the house is occupied, the Contractor shall make every effort to minimize disruption of the occupants' daily routine.

THAT the Contractor shall remove debris as it is generated so as to reduce the risk of accidents, infestation and/or damage to plants/lawns. All debris shall be removed from the site prior to final payment. (Unless otherwise agreed, all materials and equipment that have been removed and/or replaced as a part of the work herein described shall belong to and be the responsibility of the Contractor).

THAT the contractor shall take or have taken any and all necessary precautions to prevent undue exposure of workmen and/or occupants to occupational health hazards such as solvents, asbestos, dust, fumigants, etc. No lead-based paint shall be used.

ARTICLE X: Owner Responsibilities

THAT the Owner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work. If the subject building is vacant it shall be the Owner's responsibility (unless otherwise agreed) to provide electrical service for the Contractor's use prior to the stipulated date of commencement.

THAT the Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, pictures, keepsakes, furniture, etc., as necessary.

THAT the Owner shall allow the Contractor to work at the site during the contract period between 8:00 a.m. and 6:00 p.m., Monday through Friday (excluding legal Holidays).

THAT the Owner shall permit the Coordinating Agency, or its designee, or other funding source assisting in the financing of the Contract to examine and inspect the rehabilitation work.

ARTICLE XI: Resolution of Disputes

THAT in the event that there is any question or dispute with respect to the interpretation or the manner of implementation of this Contract or related documents or relating to the

execution, progress and completion of, or payment for, the work, the Owner and the Contractor agree that the Coordinating Agency shall resolve any such dispute in accordance with the General Conditions hereto and such resolution shall be final and binding upon the parties. If formal resolution becomes necessary, the Coordinating Agency shall provide a written Finding to each party within ten (10) calendar days.

ARTICLE XII: Acceptance and Final Payment

THAT upon receipt of notice that the work is ready for final inspection and acceptance, the Owner and the Coordinating Agency shall promptly make such inspection. When the work is found acceptable under the Contract and the Contract fully performed, the Owner shall sign a Certificate of Satisfaction, the Coordinating Agency shall execute a Certificate of Final Inspection, and payment to the Contractor shall be authorized in an amount sufficient to cover the Contract amount.

THAT prior to payment, the Contractor shall submit written certification that all payrolls, materials bills and other indebtedness connected with the Contract work have been paid and that the Contractor will hold the Owner harmless from all claims of liens for labor or materials furnished or used in the performance of the work, whether by the Contractor or by any subcontractor.

ARTICLE XIII: Insurance and Licensing

THAT the Contractor shall furnish the Coordinating Agency evidence of comprehensive liability insurance protecting the Owner for not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) and THREE HUNDRED THOUSAND DOLLARS (\$300,000) in the event of bodily injury, including death, and FIFTY THOUSAND DOLLARS (\$50,000) in the event of property damage arising out of the work performed under the Contract; and evidence of Workmen's Compensation on all employees of himself and any subcontractor.

THAT the contractor shall obtain all permits and licenses necessary for the completion and execution of the work and labor performed. The Contractor shall perform all work in conformance with applicable local codes and requirements whether or not so indicated in the Work Write-up.

ARTICLE XV: Non-Assignment of Contract

THAT the Contractor shall not assign this Contract without the prior written consent of the Owner and the Coordinating Agency. The request for assignment must be addressed to

(Coordinating Agency)

IN WITNESS WHEREOF, by signature affixed below, said Contractor and Owner do hereby approve and accept all terms and conditions of this Contract as herein stated.

Owner(s)

Contractor

Signature

Signature

Signature

By

Title

Street

Street

City

State

Zip

City

State

Zip

Witness

Witness

Coordinating Agency

Signature

Date

By

Title

Model Form

Model Contract (Self-Contracting)

URGENT REPAIR PROGRAM

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

CONTRACT FOR HOME REPAIRS/MODIFICATIONS

THIS AGREEMENT, made and entered into this _____ day of _____
20____, by and between _____
(hereinafter referred to as "the Grantor/Contractor") and _____
_____ (hereinafter referred to as "the Grantee/Owner"), whose property is located at _____
_____, City, Town of _____, County of _____,
State North Carolina.

WITNESSETH

THAT WHEREAS, the Grantor/Contractor is a nonprofit agency with a commitment to
improving the lives of lower-income households within its service area; and

WHEREAS, the Grantor/Contractor has received funding from The North Carolina
Housing Finance Agency under the Urgent Repair Program toward certain State housing goals
and objectives; and

WHEREAS, the Grantor/Contractor employs persons qualified by training and
experience to perform professional residential repairs/modifications and weatherization work;
and

WHEREAS, the Grantee/Owner desires to receive home repair and/or modification
assistance to the property identified above, and desires that the Grantor/Contractor carry out the
needed rehabilitation by the use of its own staff and/or qualified subcontractors; and

WHEREAS, providing said assistance is deemed to promote the goals of the
Grantor/Contractor and the objectives of the Urgent Repair Program and the North Carolina
Housing Finance Agency; and

WHEREAS, the Grantee/Owner acknowledges being informed that the purpose of the
Urgent Repair Program is to assist very low-income homeowners with special housing needs in
correcting conditions which pose an imminent threat to their life or safety or in performing

accessibility modifications or other repairs necessary to prevent imminent displacement of the household; and

WHEREAS, the Grantee/Owner understands that the repairs/modifications made under this contract are not intended, necessarily, to provide for the complete repair of all deficiencies which might exist in the home and the Grantor/Contractor is not obligated to make the home conform to any local, state or federal housing quality standard;

NOW THEREFORE, the Grantor/Contractor and the Grantee/Owner for the consideration hereinafter set forth, do hereby agree as follows:

ARTICLE I. Scope of Work

THAT the Grantor/Contractor has determined the scope of work necessary to meet the program requirements of the Urgent Repair Program and produced an itemized written description of the necessary work (the "Work Write-up") dated _____, 20 ____.

THAT the Grantee/Owner has reviewed the work write-up with the Grantor/Contractor and approves of the scope of work as written;

THAT the parties agree that there shall be no changes in the Contract for Home Repair/Modification or the Work Write-up unless reduced to writing and duly executed by the parties hereto.

ARTICLE II. Amount of Assistance

THAT the Grantor/Contractor has prepared, and reviewed with the Grantee/Owner, a detailed estimate of the costs of the work proposed in the Work Write-up; and

THAT the total of estimated costs is _____ (\$_____) which amount has been encumbered by the Grantor/Contractor in the name of the Grantee/Owner to pay for the work to be done under this contract agreement.

THAT the actual amount of Urgent Report Program-funded work will be known only after repairs;/modifications under this Contract have been completed, and that that amount may not be equal to the estimated amount.

ARTICLE III. Quality Control

THAT the Grantor/Contractor will take all reasonable steps to ensure that the work performed under this Contract meets the North Carolina Residential Building Code;

THAT said steps shall include:

- 1) compliance with any and all local permit, inspection, licensing and insurance requirements;
- 2) full supervision and inspections of work in progress by the Grantor/Contractor where feasible;
- 3) timely response by the Grantor/Contractor to any suggestions or complaints of the Grantee/Owner;
- 4) subcontracting to qualified private-sector contractors, through a competitive bid process, any electrical, plumbing, mechanical or other work requiring special licenses and/or expertise beyond that of the Grantor/Contractor's staff;
- 5) execution by the Grantor/Contractor of a certificate of final inspection assuring the Grantee/Owner that all items listed in the Work Write-up, as amended have been successfully completed, and that the work meets North Carolina State Residential Building Code (Vol. VII) Standards; and
- 6) withholding final close-out of the project until the Grantee/Owner has signed a "Certificate of Satisfaction" and the Grantor/Contractor has presented the Grantee/Owner with an executed release of liens document.

ARTICLE IV. Time of Commencement and Completion of Work

THAT the Grantor/Contractor agrees to begin work under this contract within five (5) calendar days of the date stipulated.

THAT the Grantor/Contractor will endeavor in good faith to ensure that the work shall be satisfactorily completed by the Grantor/Contractor within _____ (_____) working days of the date of this Contract.

ARTICLE V. Contract Time Extensions

THAT it is expressly understood and agreed that the targeted time for completion of the work described herein is a reasonable time, taking into consideration the prevailing climatic and economic conditions. Time extensions, however may be occasioned by any of the following conditions:

- A. Unforeseeable causes beyond the control and without fault or negligence of the Grantor/Contractor, including but not limited to, acts of God, acts of the Owner, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather;
- B. Any delays of Subcontractors occasioned by any of the causes specified in paragraph A, above; and/or,
- C. Delays caused by the addition of work to the contract.

ARTICLE VI. Guarantee of Materials and Workmanship

THAT all work performed under this Contract shall be done in a good and workmanlike manner, using quality materials.

THAT THE Grantor/Contractor does hereby guarantee all materials and workmanship supplied under this contract to be of a quality meeting the standards current in the N.C. Uniform Residential Building Code and shall correct any defect or deficiency in the work done under the contract that may occur or become evident during the period of twelve (12) months from and after the date of execution of the "Certificate of Final Inspection."

THAT any damage to the building, ground or appurtenances that is the result of the construction work performed by the Contractor will also be corrected by the Grantor/Contractor at no cost to the Grantee/Owner or the North Carolina Housing Finance Agency. The Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment under this contract.

ARTICLE VII. Protection of Persons and Property

THAT the Grantor/Contractor shall exercise proper precaution at all times for the protection of persons and property, either on or off the site, which occur as a result of performance of the work.

THAT the Grantor/Contractor shall keep the premises reasonably clean and orderly during the course of the construction and, if the house is occupied, the Grantor/Contractor shall make every effort to minimize disruption of the occupants' daily routine.

THAT the Grantor/Contractor shall remove debris as it is generated so as to reduce the risk of accidents, infestation and/or damage to plants/lawns. All debris shall be removed from the site prior to final the execution of the Certificate of Final Inspection. (Unless otherwise agreed, all materials and equipment that have been removed and/or replaced as a part of the work herein described shall belong to and be the responsibility of the Grantor/Contractor.)

THAT the Grantor/Contractor shall take or have taken any and all necessary precautions to prevent undue exposure of workmen and/or occupants to occupational health hazards such as solvents, asbestos, dust, fumigants, etc. No lead-based paint shall be used.

ARTICLE VIII: Owner Responsibilities

THAT the Grantee/Owner shall permit the Grantor/Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work.

THAT the Grantee/Owner shall cooperate with the Grantor/Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, pictures, keepsakes, furniture, etc., as necessary.

THAT the Grantee/Owner shall allow the Grantor/Contractor to work at the site during the contract period between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday (excluding legal Holidays).

THAT the Grantee/Owner shall permit the North Carolina Housing Finance Agency to examine and inspect the repair/modification work upon reasonable notice.

ARTICLE IX: Resolution of Disputes

THAT in the event that there is any question or dispute with respect to the interpretation or the manner of implementation of this Contract or related documents or relating to the execution, progress and completion of, or payment for, the work, the Grantee/Owner and the Grantor/Contractor agree that such question or dispute shall be submitted to an impartial third party to resolution. Should the dispute remain unresolved to the satisfaction of either party, said aggrieved party may submit its complaint to the North Carolina Housing Finance Agency (NCHFA) in writing with a request for mediation. NCHFA shall endeavor to research any such dispute and issue in good faith a written resolution to both parties, and such resolution shall be final and binding upon the parties.

ARTICLE X: Acceptance and Close-out

THAT upon receipt of notice that the work is ready for final inspection and acceptable, the Grantee/Owner shall promptly make such inspection. When the work is found acceptable under the Contract and the Contract fully performed, the Owner shall sign a Certificate of Satisfaction, the Grantor/Contractor shall execute a Certificate of Final Inspection, and the repair/modification project will be considered closed-out.

THAT prior to close-out, the Grantor/Contractor shall submit written certification that all payrolls, materials bills and other indebtedness connected with the Contracted work have been paid and that the Grantor/Contractor will hold the Grantee/Owner and NCHFA harmless from all claims of liens for labor or materials furnished or used in the performance of the work, whether by the Grantor/Contractor or by any subcontractor or supplier.

ARTICLE XI: Insurance and Licensing

THAT the Grantor/Contractor assured the owner that it holds, and will continue to hold through the time of construction, comprehensive liability insurance protecting the Grantee/Owner for not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) AND THREE HUNDRED THOUSAND DOLLARS (\$300,000) in the event of bodily injury, including death, and FIFTY THOUSAND DOLLARS (\$50,000) in the event of property damage arising out of the work performed under the Contract; and evidence of Workmen's Compensation on all employees of himself and any subcontractor.

THAT the Grantor/Contractor shall obtain all permits and licenses necessary for the completion and execution of the work and labor performed. The Grantor/Contractor shall perform all work in conformance with the applicable local codes and requirements whether or not so indicated in the Work Write-up.

IN WITNESS WHEREOF, by signature affixed below, said Grantor/Contractor and Grantee/Owner do hereby approve and accept all terms and conditions of this Contract as herein stated.

_____	_____
Grantee/Owner	Grantor/Contractor
_____	_____
Grantee/Owner	
_____	_____
Signature	Signature
_____	_____
Signature	By Title
_____	_____
Street	Street
_____	_____
City State Zip	City State Zip
_____	_____
Witness	Witness