CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9735 **DATE** 2-1-24

TITLE

RESOLUTION TO APPROVE THE THIRD AMENDMENT TO 2016 PHARE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF LYCOMING AND THE CITY OF WILLIAMSPORT

WHEREAS, the City of Williamsport previously accepted an Agreement with the County of Lycoming for 2016 Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) funds for the City of Williamsport Historic Properties Program that are identified as either being on the City's adopted Significant Historic Buildings and Sites List or in the Historic District; and

WHEREAS, the City has previously amended the Agreement to extend the term of the same, most recently on May 27, 2021, via City Resolution 9156; and

WHEREAS, the City now desires to further amend the Agreement through a Third Amendment, which extends the term of the Agreement until December 31, 2024, and makes certain changes to the Agreement as reflected in Exhibit (A) attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Administration is authorized and directed to execute the Third Amendment to the Subrecipient Agreement as presented and attached hereto.

BE IT FURTHER RESOLVED that the appropriate City officials are further authorized to take such action as is necessary to carry out the intent of this Resolution.

Derek Slaughter, Mayor:

_____

ATTEST:

Approved

_____ **City Clerk**

_____ **President**

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION #_____ **DATE** _____

TITLE

THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LYCOMING
AND
THE CITY OF WILLIAMSPORT

THIS THIRD AMENDMENT is made and executed this _____ day of _____ 20____, by and between the County of Lycoming, a political subdivision of the Commonwealth of Pennsylvania, with a principal place of business at the Lycoming County Courthouse, 48 West Third Street, Williamsport, Lycoming County, Pennsylvania; hereinafter called the "County" and the City of Williamsport, a subrecipient of a grant to the county; sometimes hereinafter called the "SUB".

WITNESSETH

WHEREAS, by Agreement dated the 7th day of June, 2018, the parties entered into an Agreement for the City of Williamsport Historic Properties Rehabilitation Program, hereinafter called the "Agreement", and

WHEREAS, by Agreement dated the 19th day of May, 2020, the parties executed the First Amendment to extend the term until June 30, 2021.

WHEREAS, by Agreement dated the 15th day of June, 2021, the parties executed the Second Amendment to extend the term until June 30, 2022.

WHEREAS, the County and the Contractor now mutually desire to amend the Agreement, as set forth below.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and, in the Agreement, and intending to be legally bound, agree as follows:

1. All provisions of the Agreement shall be renewed, shall continue in full force and effect as herein modified, and shall be binding upon and inure to the benefit of all parties to this Agreement.

Approved

_____ _____

City Clerk **President**

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION #_____ **DATE** _____

TITLE

2. The Agreement shall be amended to extend the term of Agreement until December 31, 2024.

3. This Agreement shall be amended, as outlined in Exhibit (A), to modify the program scope of work and reallocate the remaining program funds from the Historic Housing Property Rehabilitation Program to a citywide Rental Property Rehabilitation Program.

4. Except as expressly modified and amended herein, all other terms and conditions of the Agreement are hereby ratified and reaffirmed, shall remain in full force and effect, and shall be binding upon and inure to the benefit of the parties to this Agreement.

5. This Amendment and any attachments constitute the entire Agreement among the parties with respect to the matters set forth herein and in the Agreement.

6. In the event that any inconsistencies exist between this Amendment and the original Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers and/or representatives, have hereunto set their hands the day and year first written above.

COUNTY OF LYCOMING

ATTEST:

_____
Scott L. Metzger, Chairman

_____
Matthew A. McDermott, Chief Clerk

_____
Marc C. Sortman, Vice Chairman

_____
Mark Mussina, Secretary

Approved

_____ _____
City Clerk **President**

EXHIBIT (A): PROGRAM GUIDELINES

THE CITY OF WILLIAMSPORT
15% MATCHING RENTAL PROPERTY REHABILITATION PROGRAM
for PHARE FUNDING

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The City of Williamsport supports EQUAL HOUSING OPPORTUNITY, the use of MINORITY and WOMEN OWNED BUSINESS ENTERPRISES and FAIR HOUSING practices.

RENTAL PROPERTY REHABILITATION PROGRAM - SUMMARY

The program will provide funds for a 0%, 10-year term, Deferred Forgiveness Grant to encourage rental property owners to rehabilitate and retain affordable housing units for occupancy by lower income tenants. If the approved applicant adheres to all terms of the program, the full amount of the assistance will be forgiven after ten years

Pre-Application: The Community and Economic Development Office will accept names and addresses for a waiting list (if any), or completed applications on a first come first serve basis if there is no waiting list.

Application: After the applicant (the property owner) has completely filled out an application, he/she will bring the application and all other necessary supporting documents to the CED Office.

Because at least 30% of the funds must benefit tenants or the households of owner-occupied homes with income at or below the 50% Area Median Income, preference is given to applications for rehabilitation of listed residential property occupied by (or proposed to be occupied by if currently vacant) renter or owner households with incomes at or below this level. According to the census.gov the AMI for Williamsport PA in 2021 is $45,060, 50% of the AMI is $22,530. This is the Gross income from all household occupants with no adjustment for household size. No households with income exceeding 200% of the AMI will be assisted.

In addition, preference is given to rental property applications with rents that are affordable to 50% AMI. Affordable rent is rent that does not exceed the highest of 35% of tenant household income or the Lycoming County HUD published Fair Market Rent by bedroom size, with adjustments for tenant paid utilities. Lycoming County Housing Authority Utility Allowances will be used. Rents approved by the LCHA for units currently occupied by Section 8 voucher holders will be eligible as affordable rent. Rental applications with Affordable Rents, (adjusted for tenant paid utilities), NO proposed increase in rent due to the renovations and agreement to maintain affordability throughout the 10-year forgiveness period are given preference.

Owner occupied units, both those that are single family or part of an eligible rental property, occupied by income eligible owner households that agree to maintain owner occupancy throughout the 10-year forgiveness period, are also given preference

Household Income Target PHARE Funding

	50% AMI Target	100% AMI	200%AMI
	$22,530	$45,060	$90,120

Target area compliance will be verified. Compliance with the City Rental Property Inspection Ordinance will be verified. Any back taxes or city liens against the property are the responsibility of the owner and must be paid or an approved repayment schedule set up with the Lycoming County Courthouse before participation in the program. Insufficient fire insurance coverage and non-payment of taxes are basis to reject an application. Additional insurance coverage may be required to cover the value of the improvements.

Post Application: All application information supplied by the owner applicant will be reviewed and verified by the CED office.

Tenants will be contacted to verify income eligibility, rents, and utility arrangements.
Projects requiring relocation of tenants will not be considered.
When an application has been accepted and verification of eligibility (property and tenant household) received, the property will be inspected by the Community and Economic Development Office and Bureau of Codes. Projects, where the estimated rehabilitation cost exceeds the available funding, will not be funded.

Rehabilitation Standards: A deficiency list and work specifications will be developed by the OCED with the assistance of the property owner. The property must be repaired to minimum Section 8 and Williamsport adopted Code and Property Maintenance Standards. Rehabilitation of unattached outbuildings and construction of new living space are not eligible. The intent of this program is repair and rehabilitation including Lead Hazard Reduction. Lead Paint Abatement is not the intent. Requirements enforced by the EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) are in effect. This requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 have their firm certified by the EPA, use certified renovators (workers) who are trained by EPA-approved training providers and follow lead-safe work practices. Contractors must provide required certifications to the City of Williamsport and follow the required procedures

Bidding & Contracts: After final work specifications that address all noted deficiencies are approved, the property owner must obtain bids. The OCED will assist in this.

Bidding: The CD Office will assist the property owner obtain bids for the specified work. Competitive bidding is used. *PA Wage Rates apply for projects over $25,000. If applicable, wage rates are obtained at http://www.portal.state.pa.us/portal/server.pt/community/prevailing_wage/10519
Contractors must be in good standing, PA HIC and have EPA proper training, licenses and Liability insurance. After acceptable bids are received and approved by the owner, the project is reviewed by the City Loan Review Committee and Redevelopment Authority. There will be no reimbursement for work performed before all approvals are obtained and a Proceed Notice issued by the CD Office. A rental agreement (or covenant) and security documents are needed and will be filed to secure adherence to program requirements for the ten-year forgiveness period.
Rehabilitation work cannot begin until program contracts have been approved and signed by the contractor, the owner, the Mayor, and City Controller. A rental agreement (10-year Covenant) and security documents must also be filed and a Proceed Order is issued by the City.

Work Payments: Periodic payments for the rehabilitation work are allowed or payment can be made in full to the contractor upon completion. The payment schedule is a part of the contract. Any deviations from payments or work description are to be agreed upon in writing by all parties.

Applicant Costs: The applicant must contribute a minimum 15% private match. These costs may include the cost of construction, preparing and filing mortgages, stipulations, agreements or liens, LBP testing, city inspections or other approved program costs.

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After Rehabilitation Requirements: The property must be repaired to and then maintained at the minimum City of Williamsport adopted Property Maintenance Code and Standards for the term of the grant. The OCED Office may request inspections with sufficient written notice if a situation warrants. Under the current Rental Property Inspection (RPI) Ordinance, rental units are inspected by the Bureau of Codes every four years.

The property rents are to be at or below established Fair Market Rents (FMR) for a minimum of ten years. The 10-year period shall begin upon filing of security and covenant documents.

The owner shall agree to provide a yearly report to the OCED that includes updated tenant data, rents and utility arrangements. This is necessary to determine compliance with FMR's and occupancy targets.

The OECD will send notification of FMR and utility allowance changes to the participating owner each year as they are published by the Office of Housing & Urban Development and LCHA. (At no point will a participant be required to lower their rents below the FMR or utility allowance in effect at the time of the original rehabilitation agreement). Future increases in rents will be limited to FMR or a 3% per year increase, whichever is less.

Funding These funds (PHARE) are offered as a 0 percent interest, declining forgiveness grant with a ten-year forgiveness term. A 15% minimum match of private funds is required. The total assistance received by any applicant in any one fiscal or funding year may not exceed $30,000. The units may be located in more than one structure but the total combined assistance may not exceed $30,000. Owners will be required to submit separate applications for each separate structure. See Table in II D.

I. INTRODUCTION AND LEGAL BASIS

It has been determined that the expenditure of these funds by the City must be ruled by the laws of the Commonwealth of Pennsylvania. Since rehabilitation of privately owned properties is not a traditional community responsibility, the legal basis for the City to undertake this activity is:

The City, under the legal authority of the Act of the General Assembly No. 292 as of December 10, 1974, which was amended by Act 141 of December 3, 1975, and as confirmed by Official Opinion No.75-23 of the Office of the Attorney General, of July 25, 1975, can undertake programs of "rehabilitation to low and middle income housing", (Act 292) and/or "any service provided...which would address the following recognized social...need of cities, towns, and smaller urban communities: The elimination of slums and blight, the elimination of conditions which are detrimental to health, safety, and public welfare; the conservation...of housing." (Act 141).

II. ELIGIBILITY CRITERIA

A. Applicant Eligibility

The City of Williamsport will offer the opportunity to apply for rehabilitation funds for rehabilitation of residential rental property(s) structures located in the city of Williamsport. The applicant (property owner) must provide a minimum 15% match of the PHARE investment.

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Preference is given to rental property applications with rents that are affordable to 50% AMI. Affordable rent may not exceed the highest of 35% of tenant household income or the Lycoming County HUD published Fair Market Rent by bedroom size, with adjustments for tenant paid utilities. The Lycoming County Housing Authority Utility Allowances will be used. Rents approved by the LCHA for units currently occupied by Section 8 voucher holders will be eligible as affordable rent. Rental applications with Affordable Rents, (adjusted for tenant paid utilities), NO proposed increase in rent due to the renovations and agreement to maintain affordability throughout the 10-year forgiveness period are given preference.

Preference will also be given to Owner Occupied units, single family or part of an eligible rental property, occupied by income eligible owner households, that agree to maintain owner occupancy throughout the 10-year forgiveness period.

Any applicant for financial assistance must be listed as owner of the structure on the current recorded deed for the property. A /landlord's place of residency will not be considered in determining eligibility as far as being located within the City of Williamsport limits.

If the property is being purchased under a filed Article of Agreement, along with the applicants, the sellers must agree to and sign; the agreements, rehabilitation contracts, liens, work release payment forms, and all other necessary documents.

Owner Occupied Units: Generally we will not work on an owner-occupied unit. Should a rental/owner occupied unit set up be found, the owner will be referred to STEP. The owner may be eligible for the Owner-Occupied program through STEP. The City and STEP will coordinate their work. If the owner is not eligible for the program we may work on the eligible tenant unit, but all shared features, such as roofing and siding, must be prorated and the cost of owner-occupied renovations assumed by the owner.

If the property is being purchased under a filed Article of Agreement, along with the applicants, the sellers must agree to and sign; the rental agreement, rehabilitation contracts, liens, work release payment forms, and all other necessary documents.

B. Work Eligibility

Eligible work items are those that:

1. Correct code violations, using current adopted City of Williamsport Codes. These include but are not limited to the adopted Housing/Property Maintenance Code, Uniform Plumbing Code and Fire Codes. The rehabilitation to be undertaken will be the most cost-effective method to correct violation.
2. Control or reduce lead paint hazards according to EPA Standards
3. Increase energy efficiency or weatherize the property.
4. General property improvements.

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C. Program

1. *Eligible Area:* All single-unit or multi-family RENTAL properties located within the city of Williamsport area limits.

2. *Rehabilitation Projects:* Projects must involve the rehabilitation of properties to be used for primarily residential rental units that are substandard. Priority will be given to units occupied by low-income families (50% AMI) where no displacement or temporary relocation occurs, rents do not exceed Fair Market Rent adjusted for utilities, and no rent increases are proposed for the units. The rehabilitation will primarily consist of those improvements that are necessary to correct local building code and safety violations. Rehabilitation must exceed $1,500.00 per unit.

3. *Lower Income Benefit:* The application will be reviewed and preference will be given to applications for rehabilitation occupied by households with incomes at or below the Williamsport MSA, 50% AMI level

No units occupied by households with incomes exceeding 200% of the AMI adjusted for household size, will be assisted.

PHARE Program funding requires a certain percentage (30%) of funding benefits households with incomes at or below the 50% AMI.

4. *Rents:* The goal of the program is to maintain affordability for lower income families and provide rental units within the local Fair Market Rent, (FMR), during the period of the grant forgiveness (10 years). Rentals must be affordable to a lower income family. For Williamsport, Pa. the Fair Market Rent, (with an adjustment for tenant paid utilities and services), is available on line as published by HUD. Utility allowances shall be as provided by the Lycoming County Housing Authority. Affordable rent may also be defined as 30% to 35% of a tenant household income.

Rents approved by the Lycoming County Housing Authority (LCHA) for units currently occupied by Section 8 voucher holders at an approved Section 8 rent, will be considered eligible and affordable.

See table below for the 2012 Fair Market Rents. The City of Williamsport will generally consider applications that propose, for a period of ten years after rehabilitation, rents at or below Fair Markets Rents adjusted for tenant paid utilities, as defined by U.S. Department of Housing and Urban Development.

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	$726	$799	$968	$1,246	$1,339
FY 2022 FMR	$709	$713	$885	$1,137	$1,200

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The applicant shall maintain the unit rents at or below the HUD Fair Market Rents adjusted to reflect utility payments by the tenant for a minimum of ten years. Rental increases or changes to utility arrangements may not exceed 3% increase in cost to the tenant per year. No increase may occur during the first year.

D. Terms & Assistance 85/15 Rental Rehab

Maximum Assistance Levels

No of Units Per Property	Maximum PHARE Funds	Owner Contribution 15% minimum
Single Unit	20,000	3,000
Multiple Units	25,000	3,750

PHARE funds are offered as a 0 percent interest, declining forgiveness grant with a ten-year forgiveness term. The Owner must match 15% of all PHARE funds from private sources. In no case will an owner receive more than $25,000 in PHARE funds per fiscal/funding year. The owner is responsible for any costs exceeding their maximum eligibility.

No funds are to be used to refinance existing debt, or pay for previously completed rehabilitation work.

Terms
The deferred forgiveness grant is forgivable over a ten -year term. The program terms require the rental property owner to maintain affordability, target the specified tenant income levels and not discriminate against prospective tenants because of their income, income source, race, sex, age or physical disability or any other basis prohibited by law in the lease, use and occupancy of the Units. Any violation of these or other specified terms shall require repayment of the grant.

Failure to Maintain Units as Affordable Housing or Other Terms
If a rental property is sold, units are otherwise removed from the program or other events of default occur, within the ten -year forgiveness term and the owner has not violated any terms of the agreement to date, the original grant amount minus 10% forgiveness per year is to be repaid.

To remain in compliance the owner must:

- Maintain rents at or below the Fair Market Rent for the forgiveness period. FMR is determined by HUD. It is based on bedroom size and must be adjusted (reduced) for utility and certain other costs paid by the tenant. For purposes of this program rent approved by the LCHA for an occupant that is the holder of a Section 8 voucher, will be acceptable.
- Maintain the property at minimum Section 8 and Williamsport adopted Property Maintenance Standards for the term of the grant.
- Provide a yearly report to the City of Williamsport that includes tenant data, rents and utility arrangements for each assisted unit
- Maintain Insurance coverage listing the City of Williamsport as a party to be notified should insurance coverage lapse.
- Not discriminate against any protected classes and follow Fair Housing Practices. Advertisements for vacant units must include a statement (or similar acceptable statement) that "We (the owner) are

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an equal opportunity housing provider, and will provide housing opportunities regardless of race, color, national origin, religion, sex, physical or mental disability, familial status or any other classification protected by applicable federal, state or local law."

The Community Development Office will send a yearly notification of FMR and utility allowances to the participating owner as they are published by Housing & Urban Development. (At no point will a participant be required to lower their rents below the FMR and utility allowances in effect at the time of the original agreement). Increases in rent, in general, will be limited to 3% per year.

Owners Funds to Finance Project:
The owner must show evidence of financing the required 15% match and any additional cost required to complete the project. The owner's funds must be used initially, before the PHARE project funds are disbursed.

III. ADMINISTRATIVE POLICIES

A. *Article of Agreement*: Articles of Agreement shall be considered as a form of ownership provided the deeded owner co-signs all documents. The deeded owner must sign all liens, agreements, mortgages, contracts and release of payment forms and accept responsibility for yearly reporting.

B. *Incidental Costs*: Costs for preparation and recording of liens, notes, LBP testing, mortgages and stipulations, shall be predetermined, be the responsibility of the applicant and be charged to that applicant at the appropriate time.

C. *Repayment*: Since no monthly repayments are required, the City shall review in general the applicant's collateral or financial position as basis for their approval.

D. *Basis for approval*: The applicant must satisfactorily meet standard requirements including income, availability matching of funds, rents, occupancy goals, property insurance and ownership.

E. *Terms*: The grant shall be 0%, deferred payment, and forgivable over a ten-year compliance term.

F. *Security*: A lien, mortgage or other appropriate security document shall be included as security to enforce program terms. The document shall be filed against the property and utilized if the owner defaults on the terms of the program. An Affordability Agreement or clause shall be required.

G. *Maximum*: The maximum amount of the grant is as listed in Table D and is contingent upon availability of funds.

H. *Economic Life*: The "economic life" of a property is intended to mean the economic life of the physical property. This clause is used to protect the City of Williamsport in situations where an owner desires to participate and it is determined that the property is beyond rehabilitation.

I. *Usage*: As a first priority, monies shall be used for the repair of code violations and lead hazard reduction. The City Rehabilitation Specialist, Risk Accessor and City Codes Inspector determine

violations. Secondly, the money will be used for weatherization and general property improvements. The creation of additional units or living space or the purchase of appliances is not allowed.

J. *Exceeding Maximum Limits*: When code violations or needed improvements are greater than the eligible amount provided, the City will participate in the project if the applicant can finance the difference while not jeopardizing his/her financial stability, reduce the needed corrections, or exceed the predetermined economic life of the structure.

K. *Nondiscrimination and Equal Opportunity*: The owner must comply with a variety of requirements relating to fair housing, nondiscrimination and equal opportunity in housing.

L. *Approval*: An application shall be reviewed upon an individual's equity position and terms in relation to his/her private match, as determined by the Loan Review Committee and Redevelopment Authority of the City of Williamsport. If the either rejects an application the applicant can request a private hearing and/or they will have sixty (60) days to better their situation or else their application will be rejected.

M. *Program Obligation*: An individual may withdraw from the program during any phase of the process until such time as the final papers are prepared and the contract between the applicant and the individual contractor is signed. At this phase, the applicant is obligated and the work will proceed according to schedule.

N. *Bidding Process*: The rehabilitation specialist will prepare a pre bid cost estimate prior to bidding the project. The HomeTech Remodeling and Renovation Cost Estimator is used by the City Rehabilitation staff to determine housing rehabilitation project costs and the reasonableness of those bids. The applicant, with city assistance, will attempt to obtain three bids from qualified City of Williamsport approved contractors. Minimally these contractors will meet all Contractor requirements of the State of PA and City of Williamsport, have attended Safe Work Practices Training and are registered as a Certified Firm with the EPA as required by the work being preformed. If two bids are not received the pre cost estimate can be used to verify the reasonability of the proposed bid. The owner will select the final approved contractor, who must be the lowest acceptable bidder.

O. *Owners as Contractors*: The City of Williamsport reserves the right to determine which owners are qualified contractors and may request information and or visual inspections from property owners regarding this point. Owners who are determined to be qualified contractors may elect do the work themselves. In this case, the owner shall submit a detailed, itemized materials list. The material list will be for materials needed to correct code violations per the City Rehabilitation Specialist inspection list. No tools may be purchased with PHARE funds. City reviews and concurrence is needed for all materials. The owner/contractor 15% match can be their labor if reviewed and approved by the City of Williamsport. (The owner must still pay for all standard fees and costs) In the event that the owner/contractor fails to perform the work adequately, the City may utilize the cancellation and repayment provisions of the agreements/lien/mortgage.

P. *Architectural Costs*: Costs of architectural services, (if needed), for the preparation of plans, drawings, and or specifications may be included as eligible project costs.

Q. *Progress Payment*: Progress payments may be made to the Contractor for work that is over $2,500.00. If the contractor desires progress payments, payments will be made according to a payment

schedule. The payment schedule shall be part of the written contract between the property owner and contractor. The schedule shall have no more than five, (5) estimated, payments. Each payment will be based on a completed verifiable work task. These tasks are to be inspected by the City Rehabilitation Specialist. The owner, contractor and City Rehabilitation Specialist signs off on each task as completed satisfactorily. 10% is withheld pending final clearance and inspection. The costs for Paint testing and clearance are program costs and may be applied to PHARE or the owner's match.

R. *Tenant Assistance and Temporary Relocation*: If temporary relocation is involved, the applicant must bear any costs including moving expenses of the tenant. In general, any projects requiring relocation will not be funded.

S. *Affirmative Marketing*: All applicants must agree to abide by the City's Affirmative Marketing Plan in reference to renters and selecting contractors.

U. *Environmental Review*: The proposed rehabilitation work shall be reviewed under the form "Environmental Review for Rental Rehabilitation".

IV. PROCEDURES

Step I. Application Phase

A. *Pre-Application*: The City of Williamsport will advertise the program as needed. Program guidelines will be reviewed, discussed, applications will be available. Public comments will be welcome. OCED staff will consult with Williamsport Bureau of Codes for rental property owners and properties in the target area that they may recommend for the program.

B. *Pre-Qualification*: Upon an expression of interest in participating in the program, the City will ascertain the following:

1. Property location and owner(s) name.
2. That the property is a listed City rental property, the number of units it contains, the number of vacant and occupied units.
3. That the structure is substandard and contains deficiencies.
4. The property is insured
5. That the applicant is the owner.
6. That city, county, school taxes are current or payment plan is current.
7. That there should be NO permanent displacement of tenants.
8. If the work can be accomplished without temporary relocation of tenants.
9. By obtaining preliminary information regarding Tenant family size, income, rent and utility costs, OCED will verify project serves tenants at or below 50% AMI.
10. Verify that the owner agrees to make reasonable efforts to rent vacant units to households in the target income population, at an affordable rent for the 10-year grant period and that yearly reports are required.
11. That rehabilitation costs are expected to exceed $1,500.00 per unit.
12. That the applicant understands and agrees to comply with City Fair Housing, Equal Opportunity and Affirmative Action Plans.

13. That the current and after rehabilitation rents are affordable to lower-income households. i.e. proposed rents for rehabilitated units are equal or less than the current Fair Market Rents, and future rents will be limited to FMR or a 3% increase, whichever is less.

Step II. Processing Phase

Once the applicant has submitted a complete application, a determination of eligibility and rehabilitation needs begins.

A. *Verification*: The City Rehabilitation Specialist will verify information contained in the owner and tenant applications and perform a courthouse check.

B. *Inspection*: An Inspection and LBP Visual Assessment of the applicant's property will be arranged. Both Tenant and Owner will be notified. The City must have access to all areas. This inspection may include the applicant, City Rehabilitation Specialist and Codes Official. This inspection will be performed to determine and confirm the following:

1. Number of rental units, and their occupancy status.
2. Code violations & lead paint hazards needing correction.
3. Energy conservation needs.
4. General property improvements needed.

Copies of all inspection reports are to be maintained in the applicant's file.

Lead Paint – Only EPA Lead Certified Firms may work on jobs that disturb painted surfaces. The selected certified firm must:

- assign a certified renovator to each renovation job it performs
- The firm must notify the homeowner and/or tenants about lead hazards. Download EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools (PDF) | en Española (PDF)
- The firm must document compliance with this requirement; EPA's pre-renovation disclosure form (PDF) may be used for this purpose.
- The certified renovator must perform or direct certain key tasks during the renovation and be present on-site during those key tasks, including while:
  - ✓ Signs are being posted before the job;
  - ✓ The work area is being contained;
  - ✓ The work area is being cleaned post-renovation.
- The certified renovator must perform cleaning verification after the job is finished.
- The certified firm and renovator must make sure that other workers on the renovation job follow lead-safe work practices.
- The certified firm and renovator must prepare and maintain records. Use EPA's sample recordkeeping checklist.

Materials and downloads for firms related to Renovation, Repair, and Painting Rule are available on line http://www2.epa.gov/lead/renovation-repair-and-painting-program-contractors

C. *Work Description*: Upon submission of all inspection reports, the City Rehabilitation Specialist will prepare a Deficiency List. This list will be reviewed with the applicant. From this list, a detailed

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set of Work Specifications will be prepared and utilized in securing bids from area qualified and approved contractors. The work specifications will describe a quality of work, type of materials, and work practices. Copies of the Deficiency List and the approved work specifications are given to the Risk Assessor for review. The presence of LBP will be assumed in most cases. An EPA approved test wipe may be conducted in certain circumstances. The Specification will be revised as needed based on the test results. If the cost estimate indicates the work will exceed $25,000 a Wage Rate request will be sent to the State DOL.
http://www.portal.state.pa.us/portal/server.pt/community/prevailing_wage/10519

D. *Bids*: The applicant will be encouraged to secure at least two bids from contractors of his/or her choice. These contractors must be acceptable to the City of Williamsport, i.e. carry at least the minimum required Contractors Liability insurance, have current Contractor Insurance and Workman's Compensation, be EPA Certified if work disturbs painted surfaces, and have a current HIC license. Qualified bidders will be given: the bid specifications for the property in question; name and phone number of the applicant; rehabilitation property address; due date for return of bids; lead training certification statement and notice that all bids must be in a sealed envelope clearly marked for the specific property.

Bids are reviewed by the City Rehabilitation Specialist for reasonableness and program conformity.

E. *Selection of a Contractor*: The applicant will be provided with a copy of all bids. In most cases the lowest acceptable, qualified bidder must be selected.

Step III. Approval Phase

For approval the applicant must provide the following:

A. *Private Match*: Evidence of the private match for at least 15% of the rehabilitation costs. In the case where the bids were in excess of the maximum amount, the private match commitment must be sufficient to cover the difference.

B. *Necessary Documentation to Rehabilitation File*: (see check list for more information)
1. Completed application and verification of that information.
   (Employment, debt service, leases, property insurance, rents, etc.)
2. Verification of Ownership and Occupancy
3. Verification of RPI registration
4. Tenant information and income verification documentation.
5. Proof the property taxes and fire insurance are paid.
6. Court House check for judgements, liens & mortgages.
7. Credit check if applicable
8. Required notices. (Lead paint, permits, etc.)
9. Inspection & Reports, Deficiency List, specifications.
10. Bid and bid tabulations.

V. ADMINISTRATIVE AGENCY ROLE

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A. *Loan Review Committee*: The City Rehabilitation Specialist will submit the application package to the Loan Review Committee for approval. This Committee is a means of ensuring fair and impartial decisions on all applications and special situations encountered for the Rental Rehabilitation Program. The Loan Review Committee consists of:

1. Director of Finance (or proxy)
2. City Controller (or proxy)
3. Director of Economic and Community Development (or proxy)

The Loan Review Committee will review and render decisions by majority vote.
The City Rehabilitation Specialist will prepare a Summary Sheet for informational purposes. This information will detail the applicants: rents, market value of the rental property, cost of the project, owners evidence or source of matching funds, current mortgage/lien amounts against the property, applicant debt to income ratio, (if they are securing a loan to pay their 15% of total rehabilitation costs), applicants gross annual income, number of rental units in building, number of occupied units, tenant data, bids and their cost reasonableness, and all other pertinent information.

The Loan Review Committee will also act as a neutral board to render decisions providing exemptions to terms regarding Articles of Agreement, eligibility considerations, transfer of property, amounts, foreclosures and cancellation of agreements. All approval(s)/ disapproval(s) shall be in writing and kept in the applicant's file.
Whenever a *hardship situation* occurs the Loan Review Committee shall meet to render a decision. That decision shall be based on the intent of the program, which is to provide decent, safe and sanitary housing in the City of Williamsport.

B. *Redevelopment Authority*: Upon Loan Review Committee approval a Summary Sheet will be prepared and submitted to the Redevelopment Authority of the City of Williamsport. The Redevelopment Authority, a neutral committee, will review and approve or disapprove the application. If approved they will act as agent for the City of Williamsport to disburse funds.

C. *Approval and Documentation*: Upon all approvals, the City Rehabilitation Specialist will obtain executed approval documents. This will include:

1. Approval Sheet - Loan Review Committee.
2. Approval Resolution -Redevelopment Authority.
3. Right to Receive Payment (if any) - Redevelopment Authority.
4. Agreements. Lien, Mortgage and Mortgage Note, Rental Agreement.
5. Right of Recession. (if any)
6. Stipulation Against Liens for each contractor.
7. Rehabilitation Contracts signed by property owner, contractor, Mayor and City Controller.
8. Tenant eligibility and rent information
9. Federal Disclosure Form and Right of Rescission (if needed)
10. 10-year Rental Agreement

All above listed documents are reviewed with the applicant. If a financial institution and loan is involved as part of Rental Property owners 15% costs, agreements, lien, security or mortgage documents will be coordinated and filed after any mortgages from that financial institution, unless otherwise stipulated by the LRC or RDA. The Rental Property applicant will be responsible for all documents for the private match. All private funds disbursed shall require the applicant and a City

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representative's co-signature on a payment release form. No funds are to be disbursed without City of Williamsport review, and approval.

D. *Notice To Proceed:* With all closings completed and Contracts executed and mortgages & liens filed, the City Rehabilitation Specialist will:

1. Obtain a Purchase Order
2. Issue a Proceed Order to the contractor.
3. Verify Wage Rate schedule (if project exceeds $25,000)
4. Provide the contractor with weekly wage rate report sheets as applicable.
5. Note and explain all change orders and contract deletions.
6. Verify a Building Permit is obtained
7. Perform periodic inspections to ensure compliance with codes, safe work practices, wage rate interviews, and written work specifications. A record of these inspections and any significant findings and the corrective action to be taken, shall be kept by the City Rehabilitation Specialist and documented to the applicant's file.
8. Review weekly wage reports and conduct on site interviews of workers if applicable.
9. Review progress payments from the contractor. No down payment will be made and no work will be paid for before it is completed. It shall be the responsibility of the contractor to adhere to the payment schedule as listed on the Rehabilitation Contract. The contractor shall request appropriate payment when the work tasks described in the specifications are completed. The applicant and the City Rehabilitation Specialist will verify satisfactory completion of all work. In general 10% of a payment is withheld until final inspection and any required Clearance Testing is completed.
10. Property owner 15% private match will be disbursed prior to disbursement of City funds.
11. The standard City Check Requisition process will be followed. Including rental property processing through the redevelopment authority. Rental property payments will be payable to the Redevelopment Authority of the City of Williamsport. Upon receipt of the check it will be deposited in the checking account of the Redevelopment Authority of the City of Williamsport and released by the RDA. Copies of all check requisitions, contracts, bids, deposit slips and checks to be maintained in the file.

E. *Completion:* EPA Requirements are applicable. The City Rehabilitation staff will ask for verification that the contractor has completed all notifications, wipes and clean-ups required under EPA hazard reduction regulations for a final inspection and clearance.

The original work specifications will be reviewed for compliance on workmanship, materials, and methods. If the work is not completed in full, if there are unsatisfactory work items or the unit does not pass wipe clearance or visual clearance the City Rehabilitation Specialist will inform the Contractor verbally and in writing. A copy of this notice is to be given to the rental property owner and maintained in the file. All work items listed as incorrect will be resolved to the satisfaction of the City Rehabilitation Specialist and Rental Property owner. If on final inspection, work reviewed by the City Rehabilitation Staff and rental property owner is correct and completed and the unit passes Clearance, final payment will be processed.

Prior to final payment to the contractor, a one-year work warranty must be signed. This one-year work warranty will specify, Contractor and rental property owner's name, tenant name, contract date, and

date that the one-year work warranty is signed. Arbitration procedures are incorporated into the Rehabilitation Contract.

A sample of the yearly report form is provided to the property owner.

VI. SELF-REHABILITATION POLICY

If an applicant wishes to do all or part of the rehabilitation work on his/her own, he/she may do so under the following conditions:

A. Experience: The self-rehabilitation applicant must be capable of performing the repairs, have demonstrated ability, complete an 8 hour Lead Safe Work Practices Training course and meet all other EPA required regulations when rehabilitating a property that is not owner occupied.

B. Time and Work Schedule: The self-rehabilitation applicant must demonstrate that he/she has the appropriate amount of time to complete the work and the property will remain occupiable. All work must be completed within ninety days of the date of the Proceed Order. Those ninety days can be increased if there are documented extenuating circumstances and the work is generally progressing in a satisfactory manner. A written time schedule detailing percentages of work to be completed by the self-rehabilitation applicant will be submitted and reviewed prior to all final approvals. If deadlines are not met for work completion, the City reserves the right to cancel the project, and if necessary, require repayment to recoup the previously expended funds. The Loan Review Committee has the power to grant any extensions or exceptions for unusual situations.

C. Scope of Work and Material Supplier: If the applicant is approved as a qualified Contractor, they are required to submit a detailed breakdown of costs for materials only, to the City for its review and approval. These materials will be used to correct and complete all needed code repairs and work specifications prepared by the City Rehabilitation staff. The material list will be from suppliers of the Self-Rehabilitation applicant's choice. A separate Self-Rehabilitation Contract will be signed between the Supplier and Self-Rehabilitation applicant for each individual supplier. The contract will reference a total dollar amount. No tools or rental items can be on any material list. Non-compliance with the purchase of unapproved materials will result in the cost of those unauthorized items paid by the applicant.

D. Inspections: All work must be inspected and approved by the City Rehabilitation staff. This will be done before any payments are made. Inspections will include quality of workmanship, amount of work completed, materials and work practices used. No payments will be made for work not completed.

If the Self-Rehabilitation applicant can meet all above the above guidelines, (A - D), the funds will be structured as follows:

The City of Williamsport will place a note, lien or mortgage for the supplier bid amount against the property.

The Self-Rehabilitation applicants 15% match will be their labor but standard costs scheduled to be borne by the applicant, such as file fees, permit costs, legal fees, LBP testing …must still be paid by the applicant.

VII. AFTER REHABILITATION

A. The Rehabilitation Specialist will submit a Project Completion notice to the OCED with final balances, expenses and occupancy information.
B. Verify the Contractor has provided all Warranties and Lead Notices to the owner and tenants.
C. Re-notify the owner about rents and yearly reporting requirements.
D. Arrange file paperwork, submit to Rehab Administrator, Director or Assistant Director for final review and file in storage
E. List property and owner on yearly notice spreadsheet.

Note: The property owner agrees to submit a yearly report with information as required by the OCED and to allow inspection of the rehabilitated property, during the grant forgiveness period. Inspections will be done on an optional basis or at any other such time as requested, upon a ten (10) day written notification to the property owner and tenant. The Office of Economic and Community Development or its designate will perform inspections. This guideline is incorporated in "Applicant's Statement of Understanding and Right of Entry" and the Rental Agreement and shall be signed and placed in all rehabilitation files.

Appendix A: Income Determination Guidance

COMPUTATION OF ANNUAL INCOME

A. Annual income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided in paragraph (c) of this section.

B. Annual Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal if reimbursement of cash or assets invested by the Family.

Where the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph (c)(3) of this section);

6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

(i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b)(6)(ii) shall be the amount resulting from one application of the percentage;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

8. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph (c)(7) of this section); and

9. Any earned income tax credit to the extent it exceeds income tax liability.

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;
(2) Payments received for the care of foster children;

(3) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b)(5) of this section);

(4) Amounts received by the Family that is specifically for, or in reimbursement of the cost of medical expenses for any Family member

(5) Income of a live-in aide, as defined in §13.102;

(6) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

(7) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era; or

Appendix B: Verification of Income

The applicant must provide the following to verify income. A Federal Income Tax return is not adequate verification in itself as several sources of income are tax free and under the HOME Program income determinations must be anticipated or FUTURE INCOME for a 12-month period.

1. WAGES if the applicant works a similar number of hours each pay period, a copy of current payroll statements that indicate the gross wages and hours worked will be acceptable. Annual income will be determined based length of the constant pay period. If the applicant does not work regular hours, he must provide verification from his employer indicating gross wages for the prior twelve-month period and current hours for the near future. For applications filed before April 1, the applicant may use his W-2 as verification of prior year's wages.

2. NET INCOME A copy of a Federal Income Tax Return or accountant's financial statement for the last calendar year is required.

a. Lump sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident and workmen's compensation), capital gains and settlement for personal or property losses.

b. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment.
Any amounts of such scholarship or payments to veterans, NOT used for the above purposes of which are available for subsistence are to be included in income.

c. The special pay to serviceperson head of family away from home and exposed to hostile fire.

d. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policy Act 1970.

e. Foster childcare payments.
f. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964, which is in excess of the amount, actually charged the eligible households.

g. Payments received pursuant to participation in the following volunteer programs under Action:

(1) National Volunteer Antipoverty Programs which include VISTA, Service Learning and Service Volunteer Programs.
(2) National Older American Volunteer Programs for persons over 60 that include Retired Senior Volunteers, Foster Grandparents Program, and National Volunteer Program to Assist Small Business Experiance, SCORE or ACE.

h. Estimated earnings based on current information shall be used even if it is unclear if the circumstances are such that it is not feasible to reasonably participate a level of income over a twelve-month period, a shorter period may be used subject to a redetermination at the end of such period.
i. Interest and dividends. The applicant may provide proof of ownership of the assets, such as by providing bankbooks, or bringing the stock or bond in. For taxable interest and dividends, the applicant may provide Federal income tax returns of 1099 forms.
j. Other. Copies of Social Security, pension, unemployment, and other regular checks are acceptable documentation.

The applicant must provide proof of all non- taxable income not mentioned above. If the applicant states they have no non-taxable income, they must sign a statement, which expressly states that the act of not reporting non-taxable income shall be grounds for foreclosure.

determine the income eligibility of applicants by examining source documentation which provides evidence of annual income, such as: wage statements, interest statements, and unemployment compensation statements. PJs may develop their own procedures for verifying the income of program applicants, provided that they collect source documentation and that this documentation is reasonable.

Third Party Verification

Third-party verifications are a useful form of income verification because they provide independent verification of information and permit the city to determine if any changes to current circumstances are anticipated.

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Third-party verification involves the city contacting an outside entity to obtain information about the income of household member(s). Examples of third parties that may be appropriate for these purposes include:

employers,
banks,
the U.S. Social Security Administration, and
public assistance agencies.

In order to conduct third-party verifications, city must obtain a signed release from the household member(s) authorizing the third party to release the required information.
Although written requests and responses are generally preferred, conversations with third parties are also acceptable if they are documented through a memorandum to the file. This memorandum should record the:
contact person, information conveyed, and date of the conversation.

Some third-party providers may be unwilling or unable to provide the needed information in a timely manner. Other third-party providers (such as banks) may charge a fee to provide the information. In such cases, the city should attempt to find suitable documentation without the third-party verification -- for example, bank statements or a savings passbook. If suitable alternative documentation is not available, the costs associated with third party verifications are considered eligible expenses under the HOME Program; However, low-income beneficiaries must not be required to pay for verifications as a condition of receiving assistance.

Review of Documents
Documents provided by the applicant may be the most appropriate documentation for certain types of income and can be used as an alternative to third-party verifications. Examples of appropriate documents that may be provided by program applicants include: pay stubs, tax returns, and bank statements.

Copies of documents provided by program applicants should be retained in project files.

Although easier to obtain than third-party verifications, a review of documents may not provide all the information necessary to project the annual (gross) income of household member(s). For instance, an employed applicant's pay stubs may not provide sufficient information about the average number of hours worked, overtime, tips, and bonuses. In this case, a conversation with the employer may be necessary to accurately project annual income.

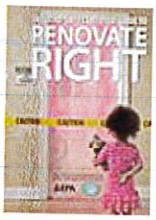
Appendix C: Landlords and EPA RRP Rules

Landlords Need To Be Aware Of The EPA RRP Rules

Being a landlord brings with it many legal responsibilities related to lead paint. There are many rules to consider and be aware of, the most common being the lead disclosure rules. Ignorance of the rules is not an excuse. Lead disclosure related rules affecting landlords have been around for some time. Still, many landlords are not aware of them and even many who are aware have been ignoring them. However, lead disclosure compliance is a law.

RRP Lead rules must be followed when repairs, renovations, painting and or maintenance is done on rental properties. In addition to required lead-safe work practices, the RRP rule also includes building occupant notification requirements. These requirements must be met when working in a tenant's unit and or if work is to be done in common areas on or in the rental property. The rule requires that tenants be made aware of the work to be done and where it will be done in advance of starting the work. https://www.epa.gov/lead/real-estate-disclosure

Click here to access a list of short videos explaining the RRP Rule.



When work is done inside their units, tenants must be given an EPA published pamphlet titled "Renovate Right". The pamphlet explains the dangers of lead and what is required to protect their and their family's health and safety when work is being done at the property where they live. If work is to be done in common areas, the pamphlet can either be given to tenants, or, notices can be posted telling tenants how they can receive the pamphlet at no cost to them. Tenants must also be given or made aware how they can request a document titled the "Renovation Checklist". The checklist documents the work done and the lead safe work practices used to do the work. Under the rule the landlord must maintain documentation proving these and other requirements were met.

If the landlord does his own work on the rental property and or uses his/her own employees to do so, the landlord must be an EPA Certified RRP firm and only use trained and certified workers to do the work. If you are a landlord doing your own work, click here to see the list of documentation you are required to create and store. If the landlord hires a contractor to do the work, the landlord does not need to be certified, but the contractor doing the work does. If a contractor does the work, the landlord is responsible to obtain from the contractor and store all documentation required under the rule. For violations of the RRP rules landlords can be fined up to $37,500 per day, per violation.

Under the EPA RRP rules Certified Renovators and Certified Firms are required to have certain documents with them at certain times and must also create and store records related to the projects they work on that fall under the EPA RRP Rule. Documents related to projects that fall under the RRP Rule must be stored and, in the case of an audit, be available to the EPA for inspection for a period of three years.

Depending on the work performed, and who did the work, some or all of the following may be required:

- Copy of the Certified Firm and Certified Renovator(s) certifications
- Non certified worker training documentation
- Proof of notification and or pre-education of owners, tenants, and or the parents of children attending child occupied facilities.
- Designation of Certified Renovator to the job
- Information on and results of the use of EPA-recognized test kits provided by a Certified Renovator who acted as a representative on the Certified Firm at the job site and who conducted testing for the presence of lead-based paint on surfaces to be affected by the renovation
- Lead based paint inspection reports provided by a Certified Lead Inspector or Certified Lead Risk Assessor, if applicable
- Any other signed and dated documents form the owner(s) and/or residents regarding conduct of the renovation and requirements in the EPA RRP Rule
- All reports required from the Certified Firm and Certified Renovator by the EPA RRP Rule

Samples of several of these documents can be found in the EPA Publication titled: Small Entity Compliance Guide to Renovate Right