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Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

CDBG-DR
Team Sandy
Rebuilding Together

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Owner Occupied Rehabilitation and Rebuilding (OORR) Program

Policies and Procedures

Revision # 2
Issued September 30, 2015

The policies stated in this Program Guide are current as of September 30, 2015 and provides general guidance for the operation of the CDBG-DR OORR program. All program policies and guidelines will be reviewed periodically and will be updated as required. Please visit our website www.ct.gov/doh to ensure that you have the latest version of the program policies and guidelines.

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DEFINITIONS

CHFA **-** Connecticut Housing Finance Authority

Contractors - procured contractors providing supplies, equipment, construction, or services, and may be further restricted by Program Rules or other guidance including applications.

Demolition – Clearance and proper disposal of dilapidated buildings and improvements.

DOH - Department of Housing or its duly authorized agent

DECD - Department of Economic and Community Development

Rehabilitation – Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.

Reconstruction – Demolition and re-building of a stick-built or modular housing unit on the same lot in substantially the same footprint and manner.

New Construction – A replacement home that substantially exceeds the original footprint on the existing lot (if permitted) or the construction of a new home in a new location.

Homeowner Assistance Activity – The utilization of CDBG-DR funding to rehabilitate or reconstruct disaster -damaged homes in order for the applicant to remain in the original home at the original home site. The home to be assisted must have been owner-occupied at the time of the storm.

Rental Activity – Acquisition, rehabilitation, or construction of affordable rental housing resulting in structures where at least 51% of units are occupied by LMI persons. Income and rent restrictions apply to the rental units to be built or assisted with CDBG funds.

Low to Moderate Income (LMI) National Objective – Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size.

1. Very low: Household's annual income is up to 30% of the area median family income, as determined by HUD, adjusted for family size;
2. Low: Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size;
3. Moderate: Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size.

Slum and Blight National Objective – Activities which help to eliminate slums and blighted conditions. Use of this National Objective is limited due to its inability to contribute towards the overall requirement for. Slum and Blight activities must meet the criteria of one of the three following categories:

1. Prevent or eliminate slums and blight on an area basis;
2. Prevent or eliminate slum and blight on a spot basis; or

3. Be in an urban renewal area.

Urgent Need National Objective – An urgent need that exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months), and because other funding sources are not available.

DOL - Department of Labor

Duplication of Benefits - The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG Disaster Recovery funding with respect to any part of a loss resulting from a major disaster as to which he has already received financial assistance under any other program or from insurance or any other source.

Individual Mitigation Measures (IMM) – Activities designed to mitigate and/or reduce risk beyond the pre-disaster condition of a housing unit when the activities are above and beyond federal, state, or local construction or code requirements. In accordance with HUD's guidance, repair and rehabilitation of housing units, and the payment of flood insurance are not IMM activities. Examples of IMM activities include:

1. elevation above the base flood elevation level, or
2. the addition of storm shutters,
3. disaster proof windows,
4. roof straps, etc. as long as those improvements are not required to comply with local code requirements and did not exist on the housing unit prior to the disaster damage.

Sub-recipient - Cities, Counties, Indian Tribes, local governmental agencies (including COGs), private non-profits (including faith-based organizations), or a for-profit entity authorized under 24 CFR 570.201(o).

Family – A household composed of two or more related persons. The term family also includes one or more eligible persons living with another person or persons who are determined to be important to their care or wellbeing, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

Household – A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of:

1. a single family,
2. two (2) or more families living together, or
3. any other group of related or unrelated persons who share living arrangements.

For housing activities, the test of meeting the low to moderate income objective is based on the LMI of households.

PRWORA - Personal Responsibility and Work Opportunity Reconciliation Act

Manufactured Housing Unit (MHU) – A structure, transportable in one or more sections which, in the traveling mode is eight body-feet or more in width, or forty body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

Modular Housing – A home built in sections in a factory to meet state, local, or regional building codes. Once assembled, the modular unit becomes permanently fixed to one site.

FEMA - Federal Emergency Management Agency **-** Designated High Risk Area: Areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones.

FEMA- Areas Of High Risk - Areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones. These areas will be identified during the environmental review process for each participating jurisdiction.

NFIP **-** The National Flood Insurance Program

Area of High Minority Concentration – A census block group that consists of 65% or more of minorities. Minorities include all racial and ethnic population groups other than "White, non- Hispanic (Anglo).

Area of High Poverty Concentration – A census block group that consists of 35% or more of the residents living in poverty. A household that meets the US Census Bureau's poverty threshold is considered to be at or below poverty level for the Disaster Recovery Program.

NTP **-** Notice to Proceed

IECC **-** International Energy Conservation Code 2009

Demonstrable Hardship **–** an applicant for assistance has identified and documented one or more instance or condition which would prevent them from fully meeting any non-regulatory guideline.

Not Suitable for Rehabilitation **–** properties where the cost of rehabilitation exceeds the after rehab appraisal and there is not a compelling historical or community justification to save the property.

Pre-storm Conditions – properties assisted with CDBG-DR funds will be rehabilitated/ reconstructed to pre-storm conditions, which can include activities to make homes more resilient and energy efficient. In order to determine pre-storm conditions and livable space of a property, DOH will refer to the Municipality's Property Record (Assessor's Card) along with building permits.

GENERAL PROGRAM OVERVIEW

Introduction:

On Monday, October 29, 2012, Hurricane Sandy struck near Atlantic City, New Jersey, as a post tropical cyclone. The storm created a significant tidal surge from the Mid-Atlantic region to New England. After landfall, Sandy headed north by northwest bringing high winds, rain, and storm surge to coastal areas of Connecticut. The immediate effects of Sandy in the Connecticut included the deaths of six residents and widespread wind and flood damage to homes, businesses, infrastructure, and public facilities. Approximately 650,000 residents lost power and many residents did not have power for more than a week. Many dwellings were rendered uninhabitable and a large number of residents still cannot return to their homes.

The Disaster Relief Appropriations Act of 2013 (Pub. L. 113–2) allocated $5,400,000,000 of Community Development Block Grant disaster recovery (CDBG–DR) funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Sandy. In February, the Department of Housing and Urban Development (HUD) announced the first allocation of funds to assist specific jurisdictions impacted by Hurricane Sandy. HUD advised the State of Connecticut that a total of three separate allocations will be made to affected jurisdictions with the CDBG funds appropriated by Congress for disaster relief.

In the first round, HUD allocated $71.8 million dollars to the State of Connecticut to assist the State's recovery from Hurricane Sandy, particularly in the most impacted counties of Fairfield and New Haven counties. In November, the Department of Housing and Urban Development (HUD) announced the second tranche of funds and allocated $66 million dollars to the State of Connecticut to assist with the remaining unmet recovery needs and to promote regional resiliency efforts

The CDBG-DR Action Plan and Substantial Amendment details how the State plans to spend the $137.82 million grant from the United States Department of Housing and Urban Development (HUD) for eligible Hurricane Sandy disaster recovery and rebuilding activities. The Action Plan, including any amendments, describes how the State will use this funding to help residents rebuild their homes, businesses, and communities and addresses housing, business, infrastructure, and resiliency programs.

For purposes of these guidelines, the State has allocated $37,200,000 toward the Owner Occupied Rehabilitation and rebuilding Program.

Lead Agency/Project Implementation:

The State, acting through the Department of Housing (DOH) as the lead agency for the administration of the CDBG-DR funding, will administer and disburse the Funding directly to benefit homeowners, multifamily property owners, local governments and other eligible beneficiaries of the Funding. DOH will implement the housing programs and activities primarily through internal staff and third-party contractors.

If DOH retains third-party contractors it will vary by activity category (i.e. Homeowner Rehabilitation, Reconstruction, Multifamily Rehabilitation/Mitigation, Infrastructure, Economic Revitalization, Public Facilities, and Planning) and will include, but is not limited to:

1. Application Intake and Evaluation (specifically for Homeowner programs);

2. Architectural/Engineering;
3. Environmental Review services (including historic preservation review);
4. Legal services;
5. Construction Management services; and
6. General Contracting (including subcontracting).

DOH staff is responsible for complying with the significant federal requirements related to financial management and control, programmatic compliance and monitoring, affirmative fair housing, the prevention of fraud, waste, and abuse. These staff members will be responsible for administering all aspects of the State's CDBG-DR Program, including oversight of all contractors, working with individual applicants, processing the necessary payments, tracking projects and program activities, reporting in the federal Disaster Recovery Grants Administration (DRGR) system, as well as coordinating the activities of other state agencies in relation to the Sandy recovery.

In addition, the Internal Auditor for DOH, who reports directly to the Office of the Commissioner, is responsible for ensuring that procedures to detect fraud, waste and abuse are both adopted and implemented in accordance with federal requirements and consistent with the Statement on Auditing Standards No. 99 (SAS99) and the standards established for the International Standards for the Professional Practice of Internal Auditing as promulgated by the Institute of Internal Auditors (IIA).

DOH staff will also oversee the extensive federal requirements associated with programmatic compliance and monitoring. The staff members will be responsible for ensuring the overall administration of the Funding complies with all applicable federal requirements. They will also monitor other DOH staff to ensure the proper implementation of consistent processes and procedures, particularly as they relate to the identification and prevention of the duplication of benefits. This compliance team will also be responsible for monitoring all DOH contractors and service providers as detailed in the CDBG-DR Compliance and Monitoring Manual.

There will also be long term compliance requirements associated with some of the program activities (i.e. liens on homeowner for extended periods).

Program Objectives:

The State's housing recovery programs are designed to meet the unmet housing needs of communities most impacted by Hurricane Sandy including the costs of repairs, reconstruction and new construction that insurance, FEMA and any other sources of funding does not cover. The general objectives of the State's housing programs include assisting people directly affected by Hurricane Sandy through:

1. replacing and rehabilitating homes, including identifying opportunities for mitigation enhancement measures;
2. improving the resilience of their homes while restoring their buildings/residences;
3. Assisting homeowner in completing applications for funding; and
4. Directing homeowners to additional potential sources of funding.

To pursue these objectives, the State has developed an Owner Occupied Rehabilitation and Rebuilding (OORR) program including mitigation that incorporates best practices from past disasters; builds upon stakeholder input

from agencies and relevant organizations across the affected counties to ensure the diverse needs of residents and communities are appropriately addressed.

The State's strategy will balance speedy response with proper planning, and support while considering and incorporating the distinct needs and resources of different communities the members of those communities. The State will manage all program operations and ensure that all appropriate accountability and oversight mechanisms are in place.

National Objectives:

All program activities must meet an applicable CDBG National Objective. The State of Connecticut OORR program will prioritize benefits to households meeting the low and moderate income (LMI) National Objective requirements in accordance with LMI standards. With respect to CDBG-DR Program eligible activities, the State must also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons. LMI persons are defined for the purposes of the CDBG-DR Program as persons and families whose income does not exceed 80% of the area median income ("AMI"), as determined by HUD.

Low and Moderate Income Objective:

Income eligibility will be determined and verified in accordance with 24 CFR Part 5 requirements using procedures as stated in the Technical Guide for Determining Income and Allowances, 3rd Edition (HUD-1780-CPD). The most current income limits, published annually by HUD, shall be used by DOH to verify the income eligibility of each household applying for assistance at the time assistance is provided. In determining income, the program will use the most recent signed federal income tax returns (e.g., IRS Forms, 1040, 1040A or 1040EZ).

If one or all household members do not have an IRS tax return, or the income situation has changed since the tax return(s) was filed, any of the following applicable documents may be presented for every household member that is 18 or older:

- Minimum of three current and consecutive months of check stubs (if the household member is paid monthly)
- Minimum of four current and consecutive check stubs (if the household member is paid weekly, bi-weekly or bi-monthly)
- Pension statement showing current monthly or yearly gross amount
- Social Security statement or IRS Form1099
- Unemployment statement
- Certification of Zero Income Form
- Completed Household Income Worksheet and Certification, verified by information received from the CT Department of Revenue Services

Urgent Need Objective:
Under the disaster recovery federal regulations, HUD has determined that an urgent need exists within the Presidentially Declared counties. An urgent need exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months), and the sub-grantee or state cannot finance the activities on its own because other funding sources are not available. To the extent allowed under federal regulation, all Homeowners who cannot meet the LMI National Objective will be placed into the Urgent Need category. Homeowners under the Urgent Need exception must be able to document how funds responded to the disaster-related impact.

Federally-Designated Areas Eligible for CDBG-DR Assistance:
The only areas within the State of Connecticut in which the funds can be expended are Fairfield County, New Haven County, Middlesex County, New London County, and the Mashantucket Pequot Indian Reservation. Within these eligible areas, the Federal Register Notice requires that 80% of the Funding must be expended in the Fairfield and New Haven Counties. The municipalities within these counties are listed below.

ELIGIBLE CDBG-DR COMMUNITIES IN CONNECTICUT

Fairfield County	New Haven County	New London County	Middlesex County
Bethel	Ansonia	Bozrah	Chester
Bridgeport	Beacon Falls	Colchester	Clinton
Brookfield	Bethany	East Lyme	Cromwell
Danbury	Branford	Franklin	Deep River
Darien	Cheshire	Griswold	Durham
Easton	Derby	Groton	East Haddam
Fairfield	East Haven	Lebanon	East Hampton
Greenwich	Guilford	Ledyard	Essex
Monroe	Hamden	Lisbon	Haddam
New Canaan	Madison	Lyme	Killingworth
New Fairfield	Meriden	Montville	Middlefield
Newtown	Middlebury	New London	Middletown
Norwalk	Milford	North Stonington	Old Saybrook
Shelton	Naugatuck	Norwich	Portland
Sherman	New Haven	Old Lyme	Westbrook
Stamford	North Branford	Preston	
Stratford	North Haven	Salem	
Redding	Orange	Sprague	
Ridgefield	Oxford	Stonington	

Eligibility Requirements:
The following threshold requirements must be met for a homeowner to be eligible for assistance. Eligibility does not assure assistance, since a prioritization, strategy within the LMI subgroups will be required, and it is expected that there will be more eligible applications than can be served with available funds.

Income Eligibility: The income limits to be utilized for the Owner Occupied Rehabilitation Program are the current income limits established yearly by HUD for the Section 8 Housing Program. Intake Contractor must always use the most recent income limits and will be monitored for compliance. All beneficiaries of the OORR

Program must meet a National Objective. The Low to Moderate Income (LMI) National Objective is defined as providing a benefit to households at incomes of up to 80% of the locality's median income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with CDBG-DR funds that involves acquisition, rehabilitation or reconstruction of property to provide housing is considered to benefit LMI persons only to the extent such housing will, upon completion, be occupied by such persons.

Proof of Ownership: Housing to be assisted must be owned by the person(s) occupying the unit at the time of the storm. Ownership is defined as holding a fee simple title or warranty deed to the property and structure to be assisted. DOH has the right to waive requirement of a fee simple title or warranty deed in the applicant's name if it can be proven that the applicant occupied the home at the time of the storm, was making house payments to purchase the house, and has acquired title prior to assistance. Each instance will be reviewed on a case-by-case basis.

Death of Property Owner:

- If the Homeowner of the damaged property passed away after the storm that damaged the home, the documentation of the deceased person has to meet all eligibility requirements. Income determination will be based upon the income of the heir or surviving owner.
- If the Homeowner of the damaged property passed away before the storm, the heir occupying the property has to meet all eligibility requirements and will be processed for assistance in the same manner as all other Homeowners. The heir to the property shall attend the appointment, complete paper work, and make the recovery repair

Property Taxes: Applicants must provide evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws. Applicant must prove that their property taxes have been paid or that one of the following alternatives has been met:

1. The property owner qualified for and received a tax exemption;
2. The property owner entered into a payment plan with the applicable taxing authority.

The applicant must provide support documentation verifying the tax payment or tax exemption. If an applicant has entered into a payment plan, a signed copy of the plan from the applicable taxing entity along with documentation that the payment plan is current is required.

Insurance: Assisted homeowners will be required to maintain hazard insurance for one year from the date of the assistance. Failure to maintain hazard insurance may impact future disaster assistance.

Flood Insurance: If the unit is located in the 100-year flood plain, the assisted homeowners will be required to maintain flood insurance. Homeowners are required to maintain flood insurance for not less than five years from the date of the assistance. Failure to maintain flood insurance may impact future disaster assistance.

Child Support: all applicants and co-applicants must be current on payments for child support.

Special Circumstances Related to Ownership:

1. **Limited Liability Company (LLC), Limited Partnership (LP), Limited Liability Partnership (LLP) and Corporation:** LLC, LP, LLP and Corporation ownership at the time of the storm are eligible forms of ownership if the owner(s) of the entity are occupants (primary residents) of the property. At least one owner of the entity, owning not less than a 10% share, must have been a primary resident at the time of the storm. Ownership stakes of less than 10% may be eligible at the discretion of the Program, upon individual review.
2. **Land owned with other individuals:** Homeowners who owned and occupied a structure at the time of the storm that is located on land that they owned with other individuals (e.g., owned together with their family) will be treated as a Homeowner and are eligible.
3. **Purchase contracts:** Contract for deed is not eligible unless the Homeowner converts his/her contract to full ownership prior to receiving funding assistance from the program.

Rent or Lease-to-own is not eligible unless the Homeowner converts their lease to full ownership prior to receiving funding assistance from the program.
Conditional Sale Contracts are not eligible unless the Homeowner converts their contract to full ownership prior to receiving funding assistance from the program.

The following legal documents are proof that a Homeowner was purchasing a home on a contract as identified above:

- Contract dated and executed prior to the incident date for review by the Program's legal staff
- Executed contract that was filed prior to the incident date in the conveyance records of the county

Proof that a contract has been completed and title conveyed to the purchaser is provided by one of the following:

- Presentation to the customer representative of an, executed conveyance document from the seller to the purchaser
- Evidence of recordation of the title in the name of the Homeowner in the conveyance records of the county

4. **Gift of Property:** A Gift of Property is a form of property transfer without exchange of payment.

- A gift of Property made post storm is eligible.
- A gift of Property made prior to the storm is eligible and residency is established in the same manner as other properties.

For the purpose of the Program, a Gift of Property must be:

- In writing
- Notarized
- Recorded in the public record

5. **Trust:** Property held in trust for the benefit of natural persons can be eligible as long as at least one of the occupants at the time of the storm was a current beneficiary of the trust. The trustee's powers must include the ability to encumber the property with liens. If the trustee's powers do not include the ability to encumber the property with liens, the beneficiaries with an interest in the damaged property must sign the Grant Agreement along with the Trustee.
The following is required to confirm eligibility:

- The Homeowner must provide a copy of the trust document
- The trust document or an abstract or extract of the trust must be recorded in the conveyance records of the county in which the damaged property is located and may be recorded post-storm, if necessary.

The applicable award agreement and/or declarations must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable award agreement and/or declarations. If the property was not serving as the primary residence for the current beneficiaries or trustee, the Homeowner(s) is not eligible for assistance.

6. **Real Estate Owned (REO) Property:** REO properties are ineligible for assistance.

7. **Lost Ownership:** Homeowners who lost ownership of their homes due to foreclosure are ineligible for assistance.

8. **Environmental Code:** Properties located where federal assistance is not permitted are ineligible for assistance. Properties must be in compliance with Environmental Code 24 CFR Part 58.

9. Second Homes: Second homes are ineligible for assistance. A property is considered a Second Home for the purposes of this program if:

- The home is not rented out at any time during the year but it is a second home regardless of the number of days of use by the household.
- The home is rented out for part of the year and the owner uses the home more than 14 days, or more than 10 percent of the number of days during the year, then it is a second home.

10. **Non-residential buildings:** Non-residential structures that are not attached to the residence are ineligible for assistance.

A mortgage lien shall be placed on the property. In order to be eligible for program assistance, the assisted property owner must be current with regard to their mortgage payments, special assessments, and property taxes. If property taxes are delinquent, the homeowner must be able to document that the taxes have been made current or they are on a payment plan with the Tax Collector's Office.

Principle Residency: The unit to be rehabilitated must have been occupied by the applicant as the applicant's principal residence as of October 29, 2012 for Hurricane Sandy. Principal residency for applicants can be demonstrated though at least one of the methods listed below:

If homeowner cannot provide this documentation then any of the following documentation can be used to verify primary residency for the year of the qualifying storm. All occupancy documentation must be from the time of the storm, in the applicant's name, and the address of the damaged unit:

- Proof of School Tax Relief (STAR) exemption
- Federal income taxes return showing Home Address as the damaged property address.
- CT State income tax return, showing Permanent Home Address as the damaged property address.
- Government-issued identification (including driver's license) issued prior to date of incident in which the damaged occurred, and expiring after date of incident in which the damage occurred.

If homeowner cannot provide any of the above, then any two of the following can be used to verify primary residency:

- Vehicle registration or renewal for impacted year or Certificate of Title issued for vehicle in impacted year. Receipt of government benefits received for at least one month between the three months before or after Superstorm Sandy, including but not limited to: Social security, TANF, Medicare, CT Child Health Plus, CT Head Start, LIHEAP, CT Medicaid, CT WIC, CT SAP, CT Temporary Assistance, CT Unemployment Insurance.

- Verification, in the form of bills or a letter from the provider, that water, electric, gas, sewer services or other utilities were provided to the owner for 6 months immediately preceding the time of the incident in which the damage occurred, and were mailed to the damaged property address.
- Other qualified documents may be presented for consideration as proof of residency.

Citizenship and Eligible Immigrants

At least one Homeowner on the deed must be a United States citizen or an eligible immigrant as verified by a signed certification and one of the following:

- U.S. Citizens
  - A valid U.S. Passport
  - A valid Birth Certificate
  - Certificate of Naturalization
- Eligible Immigrant
  - ***Will be verified through Systematic Alien Verification for Entitlements (SAVE), an online verification system to validate that Homeowner is an immigrant eligible for federal benefits***
  - Proof of FEMA assistance
  - Proof of SBA assistance
  - CT issues driver's license

Special Circumstances Related to Occupancy:

1. Active duty military personnel who own a storm-damaged home in the eligible jurisdiction but are currently assigned to duty away from their home or were assigned to duty away from their home at the time of the storm are eligible to apply.
2. Applicants who are incapacitated due to being incarcerated or in a nursing home at the time of the storm, must present proof at the time of application to their case manager that they will not be incapacitated for more than 180 days and will reoccupy the home following rehabilitation within 180 days.

Affirmative Marketing Plan:

The primary focus of this Program is to provide relief for those people impacted by disasters while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. Assistance will be provided under a variety of housing activities including acquisition, rehabilitation, reconstruction, new construction, demolition, elevation, hazard mitigation, and storm hardening of homeowner and rental housing units.

The State is committed to affirmatively furthering fair housing through established affirmative marketing policies. Affirmative marketing efforts for the CDBG-DR funding include the following:

1. An Affirmative Marketing Plan, based on the U.S. Department of Housing and Urban Development (HUD) regulations that outline the policies and procedures for housing activities to affirmatively market units financed through the OORR Program including dissemination of information, technical assistance to applicants, project management, reporting requirements, and project review.
2. Ensure that eligible persons from all racial, ethnic, national origin, religious, familial status, the disabled, "special needs," gender groups, and/or other populations least likely to apply, are:
   a. Fully informed of vacant units available for rent.

   b. Encouraged to apply for rehabilitation and/or rent.
   c. Given the opportunity to rent the unit of their choice.
   d. Given the opportunity to rehabilitate their primary residence, which sustained damages due to disasters and/or its after-effects.
3. Inform program participants about available opportunities and supporting requirements via counselors, printed and electronic materials, publications, direct contact, workshops/seminars, and through the placement of flyers/posters in public facilities.
4. Focused on successful outreach to LMI areas and those communities with minority concentrations that were affected by the disaster.
5. Utilize media outlets including:
   a. Newspapers and broadcast media, which provide unique access for persons who are considered members of a protected class under the Fair Housing Act.
   b. Reach out to public or non-profit organizations and hold/attend community meetings.
   c. Use of dOORR to dOORR outreach, if necessary.
6. Offer applications and forms in English and other languages prevailing in identified target areas, as applicable.
7. Make concerted effort to assist such applicants in the application process.
8. Take measures to make the OORR Program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), providing sign language assistance when requested, and providing special assistance for those who are visually impaired when requested.
9. Applications and forms will be offered in English and other languages prevailing in the region, in accordance with Title VI of the Civil Rights Act of 1964, and additional effort will be made to assist such applicants in the application process.
10. Retain documentation of all marketing measures used, including copies of all advertisements and announcements, and will be made available to the public upon request.
11. The Fair Housing logo will be publicly displayed, post Fair Housing posters and related information, and, in general, inform the public of its rights under Fair Housing regulations law.
12. Evaluate outreach activities and applications received to determine if outreach is successful and applications that are being received accurately reflect the socioeconomic and other forms of demographic diversity identified in the Needs Assessment.
13. Evaluation of outreach activities and single family applications received will be necessary to determine if single family applications are received from a diverse population and ranges of income to ensure low/moderate income households are assisted in a proportion to the percentage of overall populations.

PROGRAM POLICIES

Application Intake:

The State will implement a multi-media marketing campaign to publicize the availability of the program policies and procedures and the application forms. Homeowners with properties damaged as a result of Hurricane Sandy will be solicited directly through information from FEMA, SBA and the municipalities. Program policies and procedures along with application forms and instructions will be posted on the CT Recovers and DOH websites. Initial intake will consist of collecting all completed applications and supporting information to determine program eligibility. Homeowners may submit applications in one of three ways:

- Complete the online application at https://sandyctapplication.com/Default.aspx. and submit electronically
- Calling the program's toll free hotline at 1-866-272-1976 Monday through Saturday 8a.m. to 10p.m.to arrange an appointment at an intake center or schedule a mobile unit. If assistance is required, then the program will provide accommodations through a mobile unit to meet the Homeowner's special needs.
- Visit one of the intake centers for assistance. Intake Contractor will be establishing public intake centers in various locations affected by hurricane Sandy to assist the affected homeowners in completing the application process. These intake centers will be equipped with computers for completing online applications and consultants providing live technical support.

For property owners seeking assistance, the following documents may be required. The property owner's ability to prepare any of the following documentation will assist in expediting processing.

- Proof of ownership of the disaster-damaged property (i.e. deed or fee simple title).
- Proof of residency of the disaster damaged property (i.e. State issued driver's license; federal tax returns; receipts of government benefits such as Social Security; vehicle registration forms)
- Proof of household income for every income eligible resident of the disaster-damaged property.
    - IRS Form 1040, Social Security, Supplemental Security Income, Retirement/Pensions Income, Annuity Income.
- Proof that property taxes are current and paid to date (i.e. paid receipt, evidence of payment from escrow).
- Proof of Insurance of the disaster-damaged property at the time of Hurricane Sandy and now (i.e . homeowners, flood and/or property insurance policies)
- Proof that mortgage payments are current and up-to-date. (i.e. current mortgage statements from your lender)
- Affidavit of Income for all members of household who do not file taxes.
- Documentation of any payments received or denial of claim from flood insurance or other insurance policies, if applicable.
- Documentation of disaster recovery compensation for the disaster damaged property (i.e. FEMA award letter(s), Insurance Claim/Payout Documentation, National Flood Insurance Program (NFIP) Claim/Payout Documentation, etc.).
- Receipts for any/all repair and/or rehabilitation work already completed at property where damage occurred.

Housing Recovery Specialist will provide a thorough overview of the program, review the application with the Homeowner and collect missing but required documentation; review and execute required forms, affidavits and/or disclosures documents; explain the remaining steps in the application process, and answer any questions that the Homeowner may have. The Housing Recovery Specialist will also review and organize the application and/or documents submitted by the Homeowner. These specialists will determine if required information and documents have been submitted, and identify any additional information and documents needed. Homeowners will be given the opportunity to submit missing and deficient information in order to continue processing their application. They will make reasonable efforts to promptly contact Homeowners who have submitted incomplete applications.

All completed applications will be submitted to DOH for eligibility review and priority for assistance. Each homeowner will be assigned to a Grant and Contract Specialist who will provide assistance throughout the recovery process.

Eligibility Threshold Requirements:

1. Unmet Needs – Funding is available solely to address unmet needs;
2. Eligible/Fundable – each project must be determined to be an eligible and fundable activity under the Housing and Community Development Act as modified by the Federal Register Notice and all other applicable regulations and guidance, including, without limitation, the following activities:
    a. acquisition of real property;
    b. buyouts; code enforcement; relocation assistance;
    c. new construction, reconstruction and rehabilitation of residential properties;
    d. American Disability Act improvements; and
    e. actions to meet the State's certification to affirmatively further fair housing.
3. Impacted and Distressed Area – each project must be located in one of the four counties in which the expenditure of the CDBG-DR funding is allowable (i.e. Fairfield County, New Haven County, Middlesex County, New London County) or the Mashantucket Pequot Indian Reservation, all of which sustained significant damage from Hurricane Sandy;
4. Readiness to Proceed – each project must be capable of being undertaken immediately to provide outcomes to intended beneficiaries effected by the disaster;
5. Feasibility – each project must be found to be financially feasible, sustainable, and likely to contribute to the long-term recovery of disaster impacted communities.

Funding Priorities:

In accordance with Federal regulations the State must ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low to moderate income ("LMI") households. As a result, the Program established the following priority groups to ensure an appropriate allocation of resources within the category of housing assistance. There are no additional priorities/weights within the following groups nor will a Homeowner receive additional priority for meeting multiple criteria.

The State intends to assist homeowners according to income priority as follows:

- **Priority 1:** Assist those whose income is less than 80% of the AMI.
- **Priority 2:** Assist those whose income is 80% to 120%.
- **Priority 3:** Assist households whose income is above 120% of the AMI and who are also currently displaced from their home.
- **Priority 3A:** Assist those whose income is above 120% of AMI on a first come first served basis depending on funding availability.

Eligibility Criteria:

All housing program activities must adhere to the applicable criteria as set forth by the OORR Program and CDBG National Objectives. The eligibility criteria summarized below and described in this Section will be used to determine if the Homeowner household is eligible for assistance.

Homeowners must meet the following threshold criteria:

1. Home must reside within the limits of eligible counties and cities;
2. Home must have been damaged by the storm October 29, 2012;
3. Home must have been the homeowner's primary residence at the time of the storm;
4. Homeowner must have been the owner of record at the time on or before October 29, 2012, and continue to be the owner throughout the grant compliance period set by the State.

Due to limited funding, homeowners that meet the eligibility requirements above does not guarantee funding will be granted to an eligible homeowner.

Property Eligibility Requirements

The assisted property must be wholly residential in character. Properties containing home-based businesses may be rehabilitated only where it can be clearly shown that program funds are not used to assist the business contained in or on the property.

Co-ops and condos are eligible for repair when feasible. If a property is designated as condominium or co-op, the owner(s) or shareholder(s) of each unit shall be allowed to apply for assistance for the unit under their ownership. If the repair includes common walls, both unit owners must apply. These Homeowners' applications will be reviewed on a case-by-case basis to assess the feasibility of completing the repair/reconstruction work based on the plans and capabilities of the condominium's Homeowner association or in the case of a co-op, the board. The Homeowner association or board must independently apply for repair work for common areas, such as roof, heating and cooling systems, hallways, etc. In those instances where the coop or condominium has been made the recipient of insurance proceeds for individual units and where the individual owners have authorized the association/board to act on their behalf in spending these funds, the state may elect to similarly direct its awards to the association/board on behalf of the owners. In all instances, each unit shall have an individual mailing address registered with the U.S. Postal Service (not a P.O. Box).

If the property has an attached garage, it can be repaired to the extent that is necessary to make the structure safe, sanitary and meet local building codes. Properties with basements will be repaired to the extent necessary to make them safe, sanitary and meet local building codes. If the basement was used "legally" as a bedroom for a family

member, then it can be rehabilitated for living space as necessary to meet minimum design standards. Eligible properties will be rehabilitate/reconstructed to its "Pre-Storm" condition and the Municipality's Property Record and building permits will determine the pre-storm condition and legally livable space.

The following property eligibility requirements are applicable to the assisted unit and must be met in order for the applicant to receive assistance.

1. Proof of Hurricane damage. Applicants applying for assistance must have suffered damage to their homes as a result of Hurricane Sandy. DOH will prepare an inspection report which will confirm whether the applicant's home suffered storm damage caused by Hurricane Sandy.
2. Only single-family owner-occupied units (1-4 units) within the designated eligible areas will be eligible for the single family owner occupied program.
3. Manufactured Housing Units (MHUs or mobile homes) are eligible for rehabilitation. However, the MHU to be rehabilitated must:
    a. Be no more than 5 years old at the time of assistance and no more than $10,000 in hard and soft construction costs can be used to rehabilitate a MHU.
    b. The MHU must meet HQS upon completion.
    c. MHU rehabilitation costs that exceed $10,000 will require reconstruction.
    d. Reconstruction of MHUs will consist of replacing the MHU with another MHU or a stick-built home that will meet only the current needs of the family or individual.
    e. The Manufactured Housing Unit MHU must meet HQS upon completion.

Types of Assistance:

Based on the extent of damage, applicants may be eligible for rehabilitation, reconstruction of their homes, or they may be offered mitigation assistance.

Rehabilitation: The program will assist in covering the costs to repair or reconstruct a storm-damaged home, replace damaged non-luxury appliances, and address environmental hazards such as lead and asbestos. Assistance is limited to covering eligible costs remaining after using any other public or private assistance provided for rebuilding. These forms of other assistance include, but are not limited to, assistance from any federal, state, or local government program; private insurance proceeds; or charitable contributions.

Homeowners will be informed of the award calculation methodology. This information will be provided in an "Estimated Cost of Repair". Maximum award caps apply, and luxury items are not considered eligible costs. A list of excluded luxury items is provided as an Exhibit to this Manual.

Where a home has received substantial damage, inspectors may recommend reconstruction rather than repair.

Reconstruction: This program will assist in covering the costs, within established caps, to replace homes which were substantially damaged or destroyed during a qualified storm event. Funds will be available to mitigate environmental health hazard costs related to the demolition and reconstruction of the disaster-impacted property.

Mitigation: This program will assist in covering the costs, within established caps, for effective mitigation assistance of damaged properties to elevate homes, if the Homeowner falls into one of the following categories:

- Homeowners who live in the 100-year floodplain and whose homes are substantially damaged are required to elevate their homes.

- Homeowners with damaged property in the 100-year flood plain who are not substantially damaged are also eligible for elevation funding but can chose to rehabilitate their homes without mitigation.
- Homeowners who have had repeated loss status from FEMA or whose land is only partially in the 100-year flood plain may also be entitled to elevation funding.
- Homeowners outside the 100 year flood plain are not eligible for elevation funding.

If elevating, Homeowners must elevate their home to at least 1foot above the Base Flood Elevation in accordance with the CDBG-DR General Permit

Environmental Review:

All activities funded with CDBG-DR funds must have had an environmental review (ER) and receive clearance to expend funds on the activity. The regulations for meeting HUD's environmental review requirements can be found at 24 CFR Part 58. The State reserves the right to retain an Environmental Contractor to assist with the completion of this requirement. Contractors will be selected through an RFQ process.

The State of Connecticut Owner-Occupied Rehabilitation program will follow a tiered ER process which allows for an initial "broad" review of all environmental factors that will be shared by properties in a given geographic area. Based on this broad review, the funds will be released for the program activity contingent upon completing a "site specific" review once a potential property is identified and determined eligible. Site specific ERs will identify any above ground hazards, flood plains, historic properties, and noise issues when applicable.

A site specific ER must be completed for each property prior to project bidding or taking any choice limiting actions. For further detail of the ER process, please refer to the ER procedures in the Environmental Review Guide for Community Development Block Grant Programs. Site specific ERs will identify any above ground hazards, flood plains, historic properties, and noise issues when applicable. A site specific ER must be completed for each property prior to project bidding or taking any choice limiting actions.

Lead-Based Paint: If the assisted unit was built prior to 1978 or homes with an unknown date of original construction must be inspected for hazards associated with the presence of lead-based paint or may be presumed to have lead-based paint hazards. If present, the State will comply with HUD's Lead Safe Housing Rule, including the removal of lead based paint, providing lead paint hazard notifications and clearance examinations (if necessary). The presence of Lead Based Paint is a health risk to residents, particularly children. Compliance with federal lead paint requirements for rehabilitation projects may affect the project cost estimate, planning, and timeline therefore, the costs of lead-based paint abatement will be included into the cost estimates for rehabilitation. All procedures will be documented in each project file.

Asbestos: If the inspection notes the presence of asbestos, in areas that require repair, then rehabilitation will include measures to minimize risk of exposure and, when necessary, abatement of any hazardous material.

Historic Review: Projects also require evidence of consultation with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), and in some cases the Advisory Council on Historic Preservation (ACHP). SHPO Determinations must be made and documented in the environmental review file.

DOH, the State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation will enter into a programmatic agreement to expedite the environmental review of single-family properties that have experienced damage from Hurricane Sandy.

The agreement acknowledges that while there will be a cross-section of damaged properties that have historic significance, the vast majority will not and therefore, a full historic preservation audit will not be necessary. The purpose of this agreement is to ensure that those properties that do have historic significance are identified and undergo the appropriate review to meet Section 106 regulations, and that there is clarity around which properties need additional review and which do not. Because the two-year expenditure timeline of the Sandy Recovery funding demands an efficiency of review for these properties, DOH, SHPO and the Advisory Council have begun to lay out a procedure for property reviews that includes:

1. Determining which redevelopment/rebuilding actions can be excluded from SHPO review;
2. Defining a process to determine the accurate scope of work for projects;
3. SHPO pre-screening of CDBG-DR properties to provide initial assessment of which properties may need additional review;
4. Determining an efficient and effective process to address properties that are identified as having historic significance, with the recognition that the majority of properties will not advance to this level of review.
5. The SHPO and Advisory Council have created an appendix to the programmatic agreement that lists which actions will be categorically excluded from historic review, and therefore, relieve DOH of any additional obligations under Section 106.

Feasibility Analysis:

After the site assessment and environmental review is complete, the collected data collected will be reviewed and a determination made as to whether the property needs moderate or major rehabilitation, reconstruction, or mitigation.

Homes will be eligible for reconstruction in cases where the property has been completely destroyed, demolished, or where the estimated cost to repair the structure to municipal and program standards would be more expensive than reconstruction. For the purpose of determining priority, homes meeting this criterion will be considered as “destroyed or severely damaged”.

Substantially damaged structures will be deemed to be in need of major rehabilitation. A substantially damaged structure is one where the cost of restoring the structure to its pre-storm condition equals or exceeds 50% of the market value of the structure prior to the storm. A building’s classification of substantial damage relates to its damage as of the day of the storm.

Any eligible structure that is determined to be “substantially damaged” must be rehabilitated in compliance with current building codes and elevated above base flood. The OORR program will incorporate resilience measures into the rehabilitation of a property if the property is substantially damaged.

Floodplain, Floodway and Coastal High Hazard Area Policy:

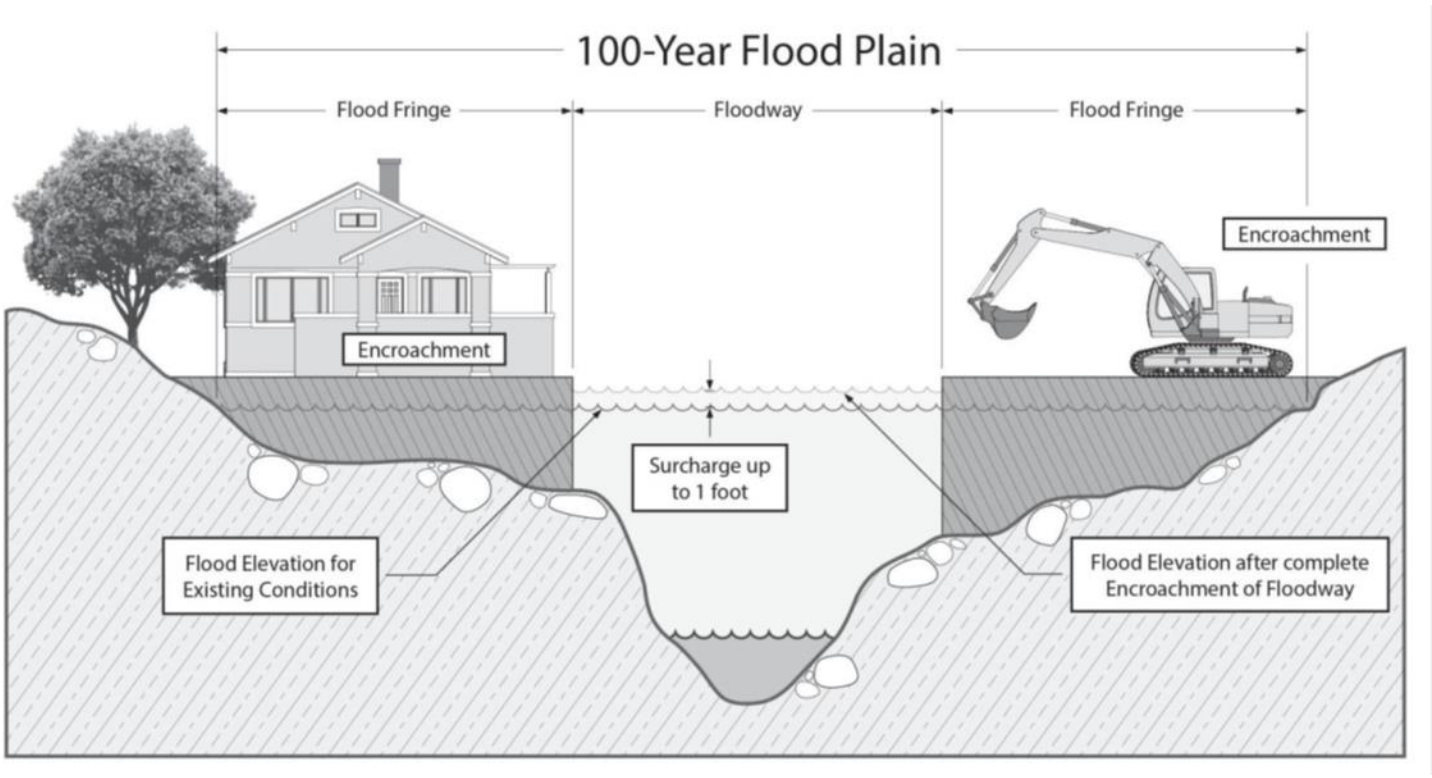
The Federal Government has developed specific definitions and regulations regarding the 100 Year Floodplain, Floodway and the Coastal High Hazard Area. To be consistent with Federal regulations GOSR has appropriated the following definitions:

Floodplain: (also known as the "Base Flood"): is the low, flat, periodically flooded lands adjacent to rivers, lakes and oceans and subject to geomorphic (land-shaping) and hydrologic (water flow) processes.
The 100-year Floodplain is the land that is predicted to flood during a 100-year storm, which has a 1% chance of occurring in any given year. Areas within the 100-year floodplain may flood in much smaller storms as well. The 100-year Floodplain is used by FEMA to administer the National Flood Insurance Program. (NFIP)

Floodway: (also known as the "Regulatory Floodway") is the portion of the Floodplain effective in carrying flow where flood hazard is generally the greatest, and water velocity is the highest. In the Floodway, fill or other development is likely to divert flow and contribute to increased water depths during a flood. Ideally, Floodways should be undeveloped areas that can accommodate flood flows with minimal risk.

Coastal High Hazard Areas: are the areas subject to high velocity waters, including but not limited to hurricane wave wash or tsunami as designated by the Flood Insurance Rate Map (FIRM) under FEMA regulations as Zone V 1-30, VE or V (V Zones).

Federal regulations prohibit funding any action, other than a functionally dependent action, in a floodway A functionally dependent action is an action that must necessarily be conducted in close proximity to water; for example, a dam, marina, port facility, water-front park, and many types of bridges. Please see Floodplain diagram below.



Assistance will not be provided to support certain activities in a Floodway. These prohibited activities include but are not limited to the following:

- Structures intended for human habitation
- Storage of materials
- Sewage systems or wells
- Filling which would cause an obstruction to flow which is not otherwise permitted

If some part of the "project activity" impedes upon the Floodway such as the necessary fill or footings then the structure as a whole becomes part of the Floodway and is therefore ineligible for funding unless it is a functionally dependent action.
The development standards for a floodplain encroachment depend on both the project location and the amount of information provided on flood hazard maps: Critical actions shall not be approved in coastal high hazard areas. Non-critical actions may be approved in a coastal high hazard area only if the proposed action is:

1. A functionally dependent action,
2. Existing construction (repairs and improvements) or
3. Reconstruction following destruction caused by disaster.

An action consisting of existing construction or reconstruction following destruction caused by disaster must adhere to certain design standards. Please see 24 CFR 55.1(c) (3).

Flood Insurance Policy:

If a Homeowner receives any assistance from the OORR program and the home is in the 100 year flood plain then the Homeowner is required by federal regulation to maintain flood insurance in perpetuity and, in the event of a transfer of property, the Homeowner is required, on or before the date of transfer, to notify the transferee in writing in the documents evidencing the transfer of ownership of the property, of the requirements to obtain and maintain flood insurance in perpetuity.

If a Homeowner previously received federal assistance for a property and failed to obtain and maintain flood insurance then, under federal regulations, they are ineligible for CDBG-DR assistance.

In accordance with HUD notice (CFR-5696-N-01) *"With respect to flood insurance, a HUD-assisted homeowner for a property located in the Special Flood Hazard Area (SFHA) (or "100-year" floodplain) must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SFHA"*

Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such

property. This means that a grantee may not provide disaster assistance for the repair, replacement, or restoration to a person who has failed to meet this requirement.

Section 582 also implies a responsibility for a grantee that receives CDBG-DR funds or that designates annually appropriated CDBG funds for disaster recovery. That responsibility is to inform property owners receiving disaster assistance that triggers the flood insurance purchase requirement that they have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

Homeowner Grant Threshold:

CDBG-DR assistance to homeowners will be determined after factoring in the inputs listed above, subtracting any DOB that must be escrowed and then factoring in the funding caps for the required for the rehabilitation, reconstruction, or mitigation activity.

Assistance Calculations are based on the following categories:

1. Scope of Work as prepared by DOH prequalified Architectural, Engineering and Construction Management Firm.
2. Pre-Storm Value: To determine the pre-storm value of an eligible property, the program may use the property's "Estimated Market Value" as published by the municipality for the respective tax year. The estimated cost of repairs, as determined by DOH, will be divided by this amount to determine if the unit meets the definition of substantially damaged or if it is in need of substantial improvement. If, in the opinion of DOH, there is evidence that estimated market value is inaccurate, DOH program staff may order an appraisal to determine the pre-storm value of the property.
3. Duplication of Benefits (DOB) from all sources
4. Availability of "other" funds

Rehabilitation and Reconstruction Grant Cap:

The minimum cap allowed for rehabilitation, reconstruction and/or mitigation is $10,000.
The maximum cap allowed for rehabilitation, reconstruction and/or mitigation is $150,000.

Homeowners who are low or moderate income (total household income is less than or equal to 80 percent of area median income) who have exhausted all forms assistance and there is a financial shortfall, with the Commissioner's approval DOH may waive the maximum grant award. Applicants for whom you are requesting a waiver of the maximum grant award should have sufficient evidence to prove that they have either been denied for any other forms of assistance including to the Governor's Shoreline Resiliency Loan Program or after accounting for all forms of assistance received there is still a funding gap.

Homeowners with properties substantially damaged and located within the 100-year floodplain are eligible for a $100,000 increase in the cap amount to facilitate the additional cost to elevate the home above the base flood elevation ($150,000 Base + $100,000 Elevation = $250,000 Maximum Grant Award).

Any repair or reconstruction costs in excess of the maximum grant award for applicants who are not deemed low or moderate income (LMI) will be the responsibility of the Homeowner.

Unit Size

If a home must be reconstructed, DOH will only assist in the reconstruction based on the size of the original footprint of the home. In general, the square footage of the reconstructed home must be comparable to the square footage of the original structure, except where zoning regulations and building code requirements dictate otherwise. DOH will institute a maximum grant award that can used to assist in the reconstruction based on feasibility and cost criteria.

Rehabilitation costs are those to correct existing housing damage which have been determined by a qualified housing inspector and formalized in an individualized housing report. DOH may allow homeowners to select particular finishes at the time of rehabilitation as long as those finishes are within the rehabilitation standard of the program. Any costs above that standard will be the responsibility of the owner.

This program activity also includes replacing an existing substandard manufactured housing unit (MHU) with a new or standard MHU or stick- built/modular housing unit. The number of units on the lot may not increase and the total square footage of the original, principal residence structure to be reconstructed may not be substantially exceeded; however, the number of rooms in a unit may be increased or decreased.

Eligible REPAIR Activities:

Program funds will cover the following items:

- Environmental health hazard mitigation costs related to the repair of disaster-impacted property (i.e., lead based paint abatement, asbestos removal, mold remediation, or other health hazards) including testing and clearance costs.
- Accessibility modifications, including those that are completed on the property if the property was not accessible prior to the disaster
- Repair/replacement of damage to real property, including, but not limited to:
    - Roof repair/replacement
    - Window/door repair/replacement
    - Siding repair/replacement
    - Flooring repair/replacement
    - Drywall/finishing
    - Insulation
    - Bathroom repair
    - Foundation repairs
    - Kitchen cabinet replacement
    - Well/septic replacement or connection to municipal system
    - Electrical system repair/replacement
    - Bulkheads (Please note: in order to receive funds for bulkhead the home must be eligible under repair or reconstruction.)
    - Replacement of disaster-impacted non-luxury residential appliances, including, but not limited to:
        - Stoves
        - Refrigerators

- Water heaters
- Heating systems
- Fuel tanks (oil/propane but not actual fuel replacement)
- Water filtration systems

Eligible Optional Mitigation Activities

The Program will assist in installation of optional mitigation measures subject to program cap. Using risk-based criteria guidelines, the following activities are eligible within the resilience program:

- Elevation of electrical systems and components
- Securing of fuel tanks
- Use of flood resistant building materials below base flood elevation (retrofits to be limited in scope to be cost effective)
- Installation of flood vents
- Installation of backflow valves
- Installation of Roof Strapping

Ineligible REPAIR Activities

Program funds will **NOT** cover the following items:

- Landscaping
- Pools
- Fences
- Repairs to non-attached buildings: pool houses, sheds, chicken coops, dog houses/kennels, bee hives and similar non-residential appurtenances and detached garages
- Deck/patio repair that does not affect entrance or exit from the home
- Swing sets/playground equipment
- Personal property, such as vehicles, furniture, and household goods and clothing.
- General home improvements unrelated to damage directly resulting from the storm, unless necessary for the home to meet minimum property standards
- Heating or cooking fuel replacement
- Sandbags
- Generators or other similar backup systems
- Most appliances including, but not limited to:
    - Washing machines
    - Dryers
    - Window unit air conditioners
    - Portable heaters
    - Any small countertop appliances, including, but not limited to coffee pots, toasters, blenders, etc.
- A list a luxury items not covered by this program can be found in Exhibit 3

Types of Rehabilitation and Mitigation:

1. Cost effective Energy Measures and improvements needed to meet HUD Section 8 Existing Housing Quality Standards;

2. Improvements must be physically attached to the house and be of permanent in nature;
3. Lead-based paint abatement, asbestos abatement, handicapped accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds;
4. With rehabilitation, individual Mitigation Measures that mitigate and/or reduce the risk for future disasters where the measures are above and beyond federal, state, or local construction or code requirements, and additionally the improvements exceed those that existed prior to the storm including:

    a. Elevation above the base flood elevation level;
    b. The addition of storm shutters;
    c. Hurricane proof window; and
    d. Roof straps.

5. Appliances: stoves and refrigerators are eligible items but will be considered on a case-by-case basis if they are not present at the time of rehabilitation.
6. Permits: required permits will be obtained by the constructor at their expense as part of the bid costs.

Preliminary Inspections:

A preliminary inspection will be conducted by DOH to determine the condition of the unit for each application and to verify hurricane damage if FEMA, Small Business Administration (SBA) or Insurance award letters are not available.

The initial inspection will be conducted by DOH's inspector or another qualified inspector and a list of the deficiencies will be prepared. A home inspector will be sent to each property to assess the level of damage remaining on the property. As part of the inspection, the home will also be assessed for issues of lead based paint and minimum property standards. If the home has been determined to be historically eligible, the inspector will note deficiencies and needed repairs to the exterior historic features. The inspection will provide an estimate of repair costs to determine whether rehabilitation or reconstruction will be offered and must be in sufficient detail to be utilized in the creation of work write-ups.

Once the work write-up is completed, the homeowner will be provided an opportunity to review and accept the estimated cost of rehabilitation or recommendation to reconstruct the home. Once approved for construction, homes that are determined to be eligible properties for rehabilitation will be placed for bid among prequalified general contractors. Contractors will have the opportunity to complete a pre-bid inspection of the property prior to bid submission. Bids will be reviewed and lowest and most responsible contractor will be awarded project. These homes will become a rehabilitation or reconstruction project once the homeowner is determined eligible for assistance.

Program Income:

DOH will provide grants within all components of the OORR. However, liens will be filed on each property to ensure compliance requirements, with recapture of all or a portion of the grant in the event of any noncompliance

during that period. DOH does not intend to fund revenue generating activities as part of its administration of the Funding. In the event that any program income is nevertheless generated in connection with DOH's administration of the Funding, such funds will become program income in the State's annual CDBG-Small Cities program and DOH will apply such program income to its annual CDBG-Small Cities allocation and award the funds based on its then current method of distribution as described in the applicable Action Plan. Additionally, DOH will withhold five percent of such program income to offset DOH's CDBG-Small Cities administration cost and any other eligible administrative expenses.

Program Income that has been derived from the CDBG-DR activities may be used only for eligible Small Cities Program activities and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570.489(e), and the program income guidelines of the Small Cities Grant Management Manual. Program Income is defined as gross income received by a recipient (or sub recipient) that has been directly generated from the use of Small Cities Program funds, and includes the following:

1. Payments of principal and interest (including late fees) on loans made using CDBG-DR funds. For any loan that was partially funded with CDBG-DR Program funds, program income is only the prorated portion of the income that reflects the actual percentage of CDBG-DR participation. For example, if a loan was made with 50% local funds and 50% CDBG-DR funds and a $100 payment is received, $50 would be CDBG-DR program income;
2. Interest earned on program income pending disposition of same, but excluding interest earned on funds held in a revolving fund account;
3. Net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR Program funds;
4. Proceeds from the disposition of equipment purchased with CDBG-DR Program funds;
5. Gross income from the use or rental of real or personal property acquired by a State, a unit of general local government; a tribe or sub recipient of a State or a sub recipient of a unit of general local government or tribe with CDBG-DR Program funds; less the costs incidental to the generation of the income (i.e. net income);
6. Net income from the use or rental of real property owned by the a State, a unit of general local government, or tribe or a sub recipient of a unit of general local government or State or tribe, that was constructed or improved with CDBG-DR Program funds; less the costs incidental to the generation of the income;
7. Proceeds from the sale of liens made with CDBG-DR Program funds;
8. Proceeds from the sale of obligations secured by liens made with CDBG-DR Program funds;
9. Funds collected through special assessments made against properties owned and occupied by households not low-and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR Program portion of a public improvement; and
10. Gross income paid to a State, LG, tribe, or paid to a sub recipient thereof from the ownership interest in a for-profit entity in which the income is returned for the provision of CDBG-DR assistance.

DUPLICATION OF BENEFITS

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

Financial assistance received from another source that is provided for the same purpose as the CBDG-DR funds is considered a Duplication of Benefit (DOB). The State's policy is in accordance with HUD's guidance on duplication of benefits found in Federal Register Notice 5582-N-01 published in the Federal Register/ Vol. 76, No. 221, page 71060/Wednesday, November 16, 2011.

In order for the State to prevent Duplication of Benefits (DOB) and ensure awards are necessary and reasonable the State will institute a basic calculation that is based on The Award Formula (also known as Grant Calculation). The Grant Calculation will be completed by determining each applicant's remaining recovery need, reducing it by funding previously received (less amounts expended on Allowable Activities), leaving the amount available for assistance.

Homeowners must consider the total assistance available to them. This includes all benefits, including cash, insurance proceeds, grants from FEMA, SBA loans, as well as any other assistance received by the applicant from other local, state or Federal programs, or private or nonprofit charities. Homeowners should pay special attention to the following potential sources of benefits:

1. **National Flood Insurance Program (NFIP):** Insurance proceeds received must be disclosed by the Homeowner and verified by the Program.
2. **Private Insurance:** All insurance proceeds received must be disclosed by the Homeowner and verified by the Program by contacting the insurance companies. The Program will look for "undeclared" insurance benefits as well as confirming those disclosed by the Homeowner.

   If the Homeowner has not received the proceeds at the time of application, the proceeds will not be counted as a DOB. However, the Program will verify the status of the proceeds prior to the determination of an award for assistance. If the insurance company confirms that no proceeds have yet been provided to the Homeowner, then the Homeowner will be required to sign a subrogation agreement which subrogates the insurance proceeds up to the amount of the award.
3. **FEMA:** FEMA proceeds received must be disclosed by the Homeowner and must be verified by the Grants and Contracts Specialist.
4. **Small Business Administration (SBA):** SBA proceeds approved and/or received must be disclosed by the Homeowner and verified by the Grants and Contracts Specialist.
5. **Other:** Funds received from other sources must be disclosed by the Homeowner and verified by the Program. Examples include nonprofits, other governmental agencies, and social groups.

Homeowners are required to report all assistance reasonably anticipated. Reasonably anticipated funds include assistance that has been awarded, but has not yet been received, but do not include a situation where the funding source and/or the amount is in question.

For repair Projects only, Duplication of Benefits will be separately determined for elevation costs, so that the elevation portion of the of the award is based on the estimated cost of elevation minus benefits received solely for the purposes of elevation (NFIP-ICC and SBA mitigation)

Verifying Homeowner Funds

HUD requires the Homeowner have all the funding in place to complete a project before the Program commits any money to that project. As previously mentioned, a Homeowner may need to contribute funds from other sources, such as insurance, FEMA, SBA loans, or their own personal funds.

The Homeowner's funds in combination with the Program's funds should total the amount needed to complete the project.

Applicant will certify in the Grant Agreement that he/she has available funds on deposit equal to or greater than the required homeowner contribution toward total eligible project costs as shown on the Award Calculation Table.. If Applicant will not certify in the grant agreement that he/she has sufficient funds to complete the project, then the Customer Representative will send the Homeowner's file into a special assessment pool, for further counseling.

If Applicant funds are not used for the activities for which they were disbursed then the grant is in default and the funds will be subject to recapture.

Allowable Costs

The homeowner may have funds that were received that will *not* reduce the CDBG-DR assistance award. Those funds are considered to be non-duplicative including:

1. Funds provided for a different purpose;
2. Funds used for a different (eligible) purpose;
3. Funds not available to the applicant; or
4. A private loan not guaranteed by SBA.

The most effective way to document eligible expenditures is to utilize a "Non-Duplicative Assistance Worksheet". The worksheet will help to ensure that all copies of receipts that support repairs made to the home are provided to DOH. DOH may accept a signed affidavit when calculating the amount of repairs if the applicant lacks receipts to document all or part of the cost of repairs. In all cases, the damage assessor must verify that work already completed is consistent with the applicant's affidavit or receipts before the duplication of benefits is reduced.

Non-duplicative Expenditures

Funds that have been received in other federal programs may not always be determined as a duplication of benefit. The Homeowner must provide documentation to support these expenditures.

Examples of allowable expenditures:

- Funds provided for a different eligible purpose. For example, funds received may have been used on temporary housing costs and would therefore not be duplicative for benefits for home repairs.
- Funds used for a different, eligible purpose are not duplicative. If Homeowners receive assistance for generally the same purpose, but use the funds for separate eligible purposes, then the funds may not be

duplicative. Homeowners must document their use of the funds to evidence that it was used for different purposes.

- Funds not available to the Homeowner. For example, when insurance funds received must be used for a forced mortgage payoff based on the terms of the mortgage.
- Funds received from a private loan and not guaranteed by SBA are not duplicative.
- Assets or line of credit available to the Homeowner, e.g., checking or savings accounts, stocks, bonds, mutual funds, pension or retirement benefits, credit cards, mortgages, lines of credit or life insurance are not duplicative.

Examples of unallowable expenditures; may continue to be considered a DOB:

- Non-essential appliances (washer/dryer)
- Food, clothes, household goods
- Sheds, fences (any structure not under common roof)
- Funeral costs
- Insurance premiums

This list is not exhaustive. Benefit determinations will undergo a second level of review and approval. Once approved, the Customer Representative will contact the Homeowner to review and clear any discrepancies.

Demonstrable Hardship

A demonstrable hardship is a substantial change in an applicant's financial situation that will prohibit or severely affect their ability to provide a minimal standard of living or the basic necessities of life including food, housing, clothing and transportation without causing economic distress well beyond mere inconvenience as shown by objective evidence. A demonstrable hardship must be occurring after the named storms.

The demonstrable hardship must be of a severe, involuntary and unexpected nature. It must not be one that is generally shared by other applicants affected by the named storms or within the impacted counties. Examples of a demonstrable hardships may include job loss, failure of a business, divorce, severe medical illness, injury, death of a family member or spouse, unexpected and extraordinary medical bills, disability, substantial income reduction, unusual and excessive amount of debt due to a natural disaster, etc. None of the listed examples above, individually or taken together, automatically establish a demonstrable hardship nor is the listing above exhaustive as there may be other factors relevant to the issue of demonstrable hardship in a particular case.

If an applicant believes that they are in the state of demonstrable hardship and that the demonstrable hardship causes them to not comply with any of the program policies, they may present their existence of a demonstrable hardship to their Customer Representative/Business Advisor and the Program will evaluate on a case-by-case basis after review of all of the circumstances.
Applicants claiming a Demonstrable Hardship shall be required to provide evidence of such claimed Demonstrable Hardship to Customer Representative/Business Advisor. The GOSR will determine what a Demonstrable Hardship is for purposes of this program and its decision is final.

Declining of a Small Business Administration Loan

If funds intended for the same purpose as Program assistance are available from another source, the Homeowner may wish to seek those funds first to avoid the necessity of subrogation efforts and repayment transactions potentially resulting in the event of receiving that subsequent assistance. Loans from the U.S. Small Business Administration (SBA) are a major source of disaster recovery assistance, and many

Homeowners of residential property find that SBA loans meet all of their uninsured disaster recovery assistance requirements. If a Homeowner declines to accept assistance available from another source such as the SBA, the State must determine whether Program assistance is either necessary or reasonable with Federal financial standards.

A variety of reasons, however, might preclude a Homeowner from accepting SBA assistance. In addition to the Demonstrable Hardship policy below, there are acceptable circumstances for Homeowners of disaster-affected properties to have declined SBA loans. For example, the cost burden associated with the repayment of an SBA loan may cause an unduly burdensome increase to an applicant's housing costs (including insurance, taxes, principal and interest) in excess of 30% of the Household's gross income. In the above example, the SBA loan, or the fact that a homeowner fails to avail itself of an SBA loan, will not be considered a DOB and the Homeowner will receive the full benefit for which they are eligible.
The program requires that all applicants who have declined SBA assistance, or who have not or will not draw down the full amount of their SBA loan complete the "Applicant's SBA Loan History" Form indicating the reasons for their decision to either fully or partially decline assistance in the form on an the SBA loan. If the Homeowner cannot adequately demonstrate a hardship, then the full amount of the SBA loan will be deducted from their award.

ACCESSIBILITY – REASONABLE ACCOMMODATION

A person with a disability may require special accommodations in order to have equal access to Programs. The types of reasonable accommodations that can be provided include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden," or result in a "fundamental alteration" in the nature of the program or service offered. See 24 CFR 8.4, 8.24, and 8.33 for further requirements and guidance.

Examples of reasonable accommodations include:

- Conducting home visits for application materials
- Providing time extensions
- Permitting an authorized designee or advocate to participate in the application process and any other meetings
- Doors designed to allow passage into and within the premise to allow passage by handicapped persons in wheelchairs.
- The adaptive design may also contain accessible light switches, electrical outlets, thermostats and other environmental controls.
- Usable kitchens and bathrooms, lowered cabinets, grab bars in one accessible bathroom.
- Vertical accessibility to an elevated structure in a flood zone

Formal request for a reasonable accommodation:
Applications for a reasonable accommodation will be addressed upon receipt in accordance with program policies and procedures. Each request will be brought before the Department of Housing's Team Sandy Reasonable Accommodation Review Committee which meets weekly. The Committee will issue a decision, e.g., "Preliminary approval, pending a reasonable solution" regarding an applicant's reasonable accommodation request. Upon approval of a request, DOH will inform the applicant and engage the assigned Architectural/Engineering firm to determine the most cost reasonable approach to meet the reasonable accommodation request. This approach will be shared with DOH and the applicant. The reasonable accommodation may be incorporated into the project if all parties are agreeable.

When a reasonable accommodation request is denied by the review committee, the applicant will be informed and given the opportunity to appeal the decision within 30 day according to the program guidelines.

OPTIONAL RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (URA), applies to federally-assisted activities that involve the acquisition of real property or the displacement of persons, including displacement caused by rehabilitation and demolition activities.

The State reserves the right to provide temporary relocation assistance to any tenant that is temporarily relocated or permanently displaced as a result of construction work. In the event of temporary relocation shorter than 12 months, temporary assistance relocation benefits will be available. In the event of permanent displacement, eligible tenants will be entitles to permanent displacement benefits. All required relocation benefits as a result of the federally funded rehabilitation will be paid from the OORR program.

DOH will ensure that all appropriate notices are sent to the tenant in a timely manner. These include the General Information Notice, Notice of Eligibility (for relocation assistance), or a Notice of Non-displacement.

DOH will send the General Information Notice (GIN) to all tenants, and will provide the property owner with the documents to be completed. The owner will return the documents to DOH once all signatures have been obtained.

After assistance approval, DOH staff and the inspector will work with the property owner to determine if any tenants have been or will be temporarily or permanently displaced as a result of the storm or the proposed repairs, and will determine any relocation benefits due to the displaced tenants. If the head of the household is not able to provide documentation of legal status, they will be determined ineligible for assistance under the PRWORA of 1996 as discussed above.

After making this determination, DOH will issue the appropriate relocation notices: either a Notice of Eligibility (for relocation assistance) or a Notice of Non-displacement.

1. The Notice of Eligibility informs occupants who will be displaced of their rights and levels of assistance under the URA.
2. The Notice of Non-displacement informs occupants who will remain in or return to the project after completion of the assisted activity of their rights and of the terms and conditions of their remaining in the property.

FORMS OF ASSISTANCE

The assistance provided through the OORR program will be grant in the form of a five-year Deferred Forgivable Promissory Note that bears no interest.

DOH will execute the Note with the eligible homeowner to secure the full amount of the assistance. The Note will be required to be recorded in the municipal land records following the completion of the rehabilitation. Applicants will be given the opportunity to rescind the assistance offered due to the fact that a lien or other security interest will be filed against their property as a result of the assistance, if accepted and executed. A "Notice of Opportunity to Rescind Transaction" form will be provided to applicants. Three full business days will be allowed for the owner to rescind the transaction.

Occupancy Terms of the Promissory Note:

1. The Note will require the homeowner to maintain principal residency in the assisted property for five years.
2. Cash out refinancing, home equity loans or any loans utilizing the assisted residence as collateral are not allowed for the five year term of the Note.
3. Any violations of these requirements will activate the immediate repayment of the Note.
4. If the assisted homeowner continues to occupy the home until the expiration of the term of the Note, the owner will pay nothing.
5. DOH is required to monitor households that have been assisted for compliance with the terms of the Note.

Repayment

If the homeowner sells, transfers, or vacates the property for any period of time during the term of the five year Note, the repayment terms of the Note will be enforced.

Accelerated Forgiveness in Certain Cases

DOH reserves the right to forgive the Note in special circumstances including, but not limited to:

1. Death of a household member;
2. Relocation to a manage care facility; or
3. Relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application occurs; DOH may forgive any remaining loan balance.

GRANT AGREEMENT

Prior to receiving assistance, DOH will require the eligible homeowner to sign a Homeowner Rehabilitation Written Agreement. The Agreement stipulates the OORR program requirements in addition to the homeowner's responsibilities throughout the term of the Agreement. Additional required agreements are further discusses in the "Closing" section of these guidelines.

The Homeowner Rehabilitation Agreement contains but is not limited to the following stipulations:

1. The participating homeowner is receiving Community Development Block Grant Disaster Recovery (CDBG-DR) Program assistance from the State of Connecticut.
2. The assistance to rehabilitate, reconstruct or mitigate the home in accordance with the State of Connecticut or sub-recipients home building codes.
3. DOH may recoup assistance used on the described property upon particular terms, conditions, and contingencies.
4. The Homeowner agrees that if during the occupancy period the property is used as:
    a. an investment property; or
    b. as a recreational home or "second" home, the immediate payment of the entire amount of assistance must be repaid.
5. The Homeowner agrees that if during the occupancy period, they sell part or all of the property without DOH's prior written consent the immediate full payment of the outstanding assistance will be required.
6. The Homeowner agrees that if further insurance proceeds and/or federal benefits for rehabilitation, repairs, or reconstruction is received to their primary residence in connection with hurricane Sandy the homeowner will report receiving such benefits by emailing within one (1) month of receipt of additional proceeds and/or benefits. If homeowner fails to report additional insurance proceeds and/or federal benefits, DOH will require immediate repayment in full of the entire assistance amount.
7. The Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate the Homeowner's eligibility to receive CDBG-DR funds.
8. The Homeowner acknowledges that DOH has the right and responsibility to enforce the agreement.
9. If the Homeowner does not violate any of the terms listed in this agreement, then the agreement will be considered paid in full at the end of the occupancy period and the Note will be released.

If it is determined that the homeowner has DOB funds to place in an escrow account, an escrow agreement is executed. Once a contractor is chosen for a particular property, the homeowner will be required to complete three additional legal agreements at the time of contract execution. The homeowner will be given an Opportunity to Rescind form that they may execute to cancel their contracts within three days of signing the contracts. If they intend to continue with the assistance, they can bring the form to the Notice to Proceed meeting with the contractor and sign and date that they do not intend to cancel.

Examples of Agreements:

Homeowner Rehabilitation Assistance Agreement: This is a tri-party agreement between the assisted Homeowner, General Contractor, and DOH (as the operating agency). This agreement includes the responsibility of each party and incorporates the work write-ups as part of this agreement. The DOH reserves the right to limit the number of open contracts held by each general contractor.

The content of the Homeowner Rehabilitation Assistance Agreement will include but is not limited to the following articles:

1. Definitions;
2. Financial Assistance
3. Conditions of Precedent
4. Owner's representation and Warranties
5. Covenants of the Owner
6. Covenants of the Contractor
7. Applicable Laws Regulations, Rules and Executive Orders
8. Construction Schedule;
9. Records retention clause;
10. Contract termination clause;
11. Cost information;
12. Timetable including payment schedule;
13. Insurance Requirements

Escrow Agreement – This is a tri-party agreement between the homeowner, State, City, and escrow agent. The agreement establishes the role of the escrow agent to hold homeowner DOB funds and to release these funds to the State/City to be used toward reimbursement of the contractor.

Forgivable Promissory Note and Lien – This is a two party agreement between the homeowner and the State of Connecticut that lays out the homeowner's obligations in return for receiving a no-interest forgivable promissory note to cover rehabilitation or reconstruction of the home. This document is accompanied by the State's Lien that will be filed on the property for a five year compliance period. To meet the terms of the note, the homeowner must:

a. remain in the assisted property as their primary residence for the entire compliance period;
b. the homeowner must maintain both hazard and flood insurance on the property for the entire compliance period; and
c. the property cannot be sold, rented, leased, foreclosed, or title transferred during the entire compliance period.

Subrogation Agreement – DOH reserves the right (if necessary) to recapture funds in order to ensure compliance with the CDBG-DR regulations regarding any duplication of benefits. Therefore, the eligible homeowner must agree to repay any funds that were determined to be duplicative through signing a Subrogation Agreement. The Subrogation Agreement will assign DOH future rights to reimbursement of all payments received under any policy of casualty or property damage insurance or under any reimbursement or relief program related to or administered by the Federal Emergency Management

Agency (FEMA) for physical damage to the rehabilitated home

Notice of Opportunity to Rescind – Homeowners will have three business days after signing their agreements to rescind and cancel the contracts.

Recapture of Funds – Noncompliance:

If the homeowner fails to meet any program eligibility requirements or contractual obligations of the Forgivable Promissory Note, the homeowner will be determined to be in a state of noncompliance, and DOH will seek to recapture funds.

Recapture Procedure

If DOH determines the homeowner defaulted on any program requirements, funds will be recaptured in accordance with the following procedures:

1. Document the reason(s) for recapture.
2. Issue a 30-day notice requiring full repayment.
3. 15-day notice and demand for repayment with the opportunity to cure, if no response from 30-day notice.
4. If a notice is returned, DOH will take reasonable actions to locate the applicant.
5. Issue a partial repayment request or a repayment plan (installments) - based on the approval of DOH.
    a. If approved DOH will request
    b. Appeal process for repayment - DOH may allow the homeowner to appeal the recapture based on the State's appeal process. DOH will gather additional information regarding the appeal and will make a determination. DOH will make the final appeal decision.
6. If fraud is suspected, the file will be turned over to the Office of the State's Attorney immediately.

CONSTRUCTION PROCEDURE

Once a homeowner has been awarded funds and all loan documents have been signed by the homeowner, contractor, and the State or Subrecipient, the following construction process will occur:

1. A pre-construction meeting will be scheduled with the homeowner, contractor, and DOH/Subrecipient program staff.
2. The Contractor will be expected to communicate directly with homeowner regarding construction progress.
3. The construction contract will be signed and is an agreement directly between the homeowner and the selected contractor.
4. DOH/Subrecipient will provide construction management oversight.
5. All construction must meet the State of Connecticut's Statewide Building Code whose standards are pegged to the International Energy Conservation Code 2009. The State has adopted the (IECC), which provides for quality, durable, energy efficient and mold resistant construction.
6. All substantially rehabilitated housing units must meet all locally adopted and enforced building codes, standards, and ordinances.
7. All housing activities shall be designed to achieve maximum energy efficiency to the extent that this can be accomplished on a cost-effective basis, considering construction and operating costs over the life cycle of the structure. Efficiency may be demonstrated through design based on LEAD, Energy Star, and/or other comparable guidelines and rating systems.
8. The State will instruct all funding Recipients to familiarize themselves with the EPA's Green Infrastructure resources and incorporate them into their project to the extent feasible. The Enterprise Green Communities Criteria will guide funding Recipients primarily through landscaping techniques.
9. Construction methods shall be encouraged in compliance with local building codes and mold resistant construction materials.
10. A notice to proceed (NTP) will be issued to the contractor at this time.

Contractor Selection and Procurement Requirements

The State will comply with the federal government established set of procurement rules at 24 CFR Part 84 and 85 that apply to CDBG-DR funded projects. Contractors will be selected through an RFQ process.

Section 3 Requirements (24 CFR Part 135)

The OORR program will comply with Section 3 of the Housing and Urban Development Act of 1968. The State will adopt at a minimum the HUD base standards for the hiring of Section 3 eligible participants. All executed contracts will require at a minimum the contractors meet the current Section 3 requirements. All contracts will require a monthly report for Section 3 hires, and will stipulate monitoring procedures to ensure compliance with Section 3 reporting.

Work Write Up/Property Inspections

The work write-up constitutes the work requirements in order to complete each project. Items in the write-ups are detailed including methods of application and standards for materials. No changes in the scope of work write-up will be considered valid without an approved change order.

Questions concerning the work-write-ups should be referred to the DOH Inspector. Only materials conforming to the requirements of the write-up shall be used in the work. Contractors have an obligation to perform all the work strictly in accordance with the requirements of the work write-up. The contractor will perform all work in conformance with applicable local codes and requirements whether or not they are described in the work write-up. Whenever it appears that materials furnished and work performed by the contractor fail to fulfill the requirement of the contract, the DOH Inspector shall call discrepancies to the attention of the contractor to resolve in conformance with the specifications and to the satisfaction of the owner.

Pre-Construction Conference

Prior to the start of work, the CDBG-DR Specialist and the DOH Inspector will schedule a preconstruction conference with the owner and the contractor. At this conference, the starting date and the completion date for work will be firmly established, the sequence of work will be reviewed, and any special conditions clarified.

It is particularly important that the owner be made fully aware of the extent of inconvenience that will be experienced as a result of rehabilitation work. A thorough explanation will be provided to the contractor and the owner to handle disputes that may arise. All disputes will be handled according to the provisions of the rehabilitation work contract. The contract and all related documents will be reviewed and the notice to proceed will be issued following an opportunity by the homeowner to rescind the transaction.

Progress Inspections:

1. Progress inspections serve three primary purposes:
    a. to evaluate the contractor's progress;
    b. to confirm that local building codes or standards have been satisfactorily met; and
    c. to confirm that all requirements of the contract have been met to all parties' satisfaction.
2. At key stages in the project, DOH will schedule inspections. Key stages are times when work such as wiring and plumbing are completed and still exposed prior to the wall or flooring being replaced; or when work being performed by a specialty subcontractor, who will be present for only a short time, is nearing completion.
3. Inspections to approve progress payments will be made at a time requested by the contractor. These inspections will be made promptly upon request so as not to delay the processing of the contractor's payments. If at all possible, the same person will conduct inspections each time.
4. DOH requires that electrical work be completed by an electrician with an approved license from a city or cities that issue such licenses.
5. A master licensed plumber must perform all plumbing work.
6. Building permits are required for all applicable construction work.
7. The assisted homeowner and DOH will sign the inspection forms as acknowledgement that the work was completed and that it meets their approval. If the assisted homeowner is not satisfied

with any aspect of the work, the inspection forms should not be signed until the contractor has corrected the faulty work.

Change Orders

No variation in the work write-up shall be made without a duly approved change order, regardless of whether or not any cost is involved. The change order will be prepared by the general contractor, approved by the DOH inspector and then signed by the contractor and the homeowner before being approved by DOH. No work covered by the change order shall be done until the change order has been approved. Any extra work done without written authority shall be considered unauthorized work done at the expense of the contractor.
Where additional work is necessary to make repairs to the standards envisioned in the contract, the contractor will submit a Change Order consisting of:

1. The type of work is needed.
2. The scope of such work, and
3. The time necessary for such work to be completed.

Construction Payment:

All contractors will be paid on a reimbursement basis not to exceed the construction contract amount and approved change orders. All requests for reimbursement will be dependent upon approved pay inspections, the submission of all required payment request documentation from the contractor, and final approval by DOH Grants and Contract Specialist.

Before each progress payment is made, the contractor shall be required to submit DOH Owner Occupied Housing Rehabilitation Program lien waivers and labor releases as good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said contractor. The owner and DOH Owner Occupied Housing Rehabilitation Program shall have the right to retain out of the payment then due, or thereafter to become due, and amount sufficient to indemnify the owner against all such liens, damages and claims until the sample shall be satisfied, discharged, and canceled.

The contractor shall submit to DOH Owner Occupied Housing Rehabilitation Program a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Final Inspections:

1. When work is nearing completion, the contractor will notify DOH of a specific date when the job will be ready for a final inspection. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification. If progress inspections were conducted often enough to make mid-course corrections, the final inspection should only need to catch those items which have been done since the last inspection. The final inspection will be as thorough and deliberate as the initial inspection. Finished carpentry, painting, backfilling, electrical fixtures, all single family homeowner activities, and clean-up should be closely checked for completion.

2. DOH will make sure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.

3. A punch list will be developed toward the end of the job. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the contract. The contractor and DOH as a result of the final inspection will develop the punch list, although the contractor and the assisted homeowner prior to the final inspection can develop it. Either way, the punch list will represent work yet to be done, not additional work over and above the original or amended contract. Once the punch list has been prepared, no other work items are expected of the contractor. If the punch list contains more than ten (10) items, the contractor is not ready for a final inspection.

Certificate of Completion and Owner Acceptance

After all items on the punch list have been satisfactorily completed, and all warranties issued, the project can be brought to final resolution. For purposes of accountability, the OORR Program must have written documentation that the assisted homeowner and DOH have accepted the work.

Warranties and Retainage

1. All work performed by the contractor will be guaranteed for a period of one (1) year. Such warranty will be stipulated in the construction contract between the contractor and the homeowner. For a period of one (1) year, the assisted homeowner may require the contractor to correct defects or problems arising from his or her work under the contract. Should the contractor fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

2. Upon project completion, DOH may retain 10% of the funds pending a supplemental inspection in no less than thirty (30) days. Following a satisfactory supplemental inspection, the retainage will be paid to the contractor upon availability of grant funds following the final thirty (30) day inspection.

3. If any problems are identified in the supplemental inspection, DOH will then notify the contractor to return and correct the same within a reasonable amount of time, not to exceed two weeks. Should the contractor fail to do so, DOH will not disburse the retainage, the assisted homeowner may take any necessary legal recourse, and the contractor will be barred from performing any more rehabilitation/reconstruction work in the State's program. In addition, should the contractor be doing other work under the OORR Program and fails to correct any warranty problems, no other payments will be made until such problems are corrected.

4. When the final inspection determines that the work is completed in accordance with the contract, DOH will submit the contractor's request for payment and upon receipt of the funds, disburse the funds to the contractor pending receipt of a Final Affidavit of lien from each subcontractor and a list of all contractors.

COMPLAINTS AND APPEALS

DOH will handle citizen complaints in accordance with 24 CFR 91.11(h) 24 and CFR 570.486(a) (7). Additionally, staff will maintain files that include:

1. The name of the person who filed the complaint;
2. The date the complaint was received;
3. A description of the complaint;
4. The name of each person contacted in relation to the complaint;
5. A summary of the results of the review or investigation of the complaint; and
6. An explanation of the reason the file was closed, if the file was closed

The goal of the States complaints and appeals process is to provide an opportunity to resolve complaints either formal or informal, in a timely manner, usually within fifteen (15) days where practicable, and to provide the right to participate in the process and appeal a decision when there is reason to believe their application was not handled according to program guidelines.

All applications, guidelines, and websites will include the right to file a complaint or appeal and the process for beginning an appeal or making a complaint.

Grounds for an Appeal:

An appeal may be filed by an applicant or contractor on the following grounds:

1. An applicant may only appeal an application decision related to one or more of the following:
    a. Program eligibility determination.
    b. Program award calculation.
    c. The Program decision about Moderate or Substantial damage leading to Rehabilitation or Reconstruction.

Appeal Deadlines:

An appeal must be filed within 30 days of the decision. DOH will address the appeal within 15 days or provide an update of the status of the appeal to the appealing party.

Informal Complaints:

Complaints that are brought forward by applicants or other parties informally orally or included within a broader written communication will be addressed where possible. The mechanism to address informal complaints is to make certain the person is aware of the formal complaint process, address the complaint orally, and/or take corrective action for issues that can be resolved easily within program guidelines.

Informal complaint procedure:

1. Obtain all pertinent information from the complainant, including the issue raised, the name of the complainant, and a contact to obtain further information if desired. If no name or contact number is left, then that should be noted and placed in an informal complaint file—either electronic or hard copy. The file should indicate that the complainant was notified of how to file a formal complaint.
2. DOH should review these complaints periodically to determine if there is a pattern developing and, if so, determine if the issue warrants further action.
3.

Formal Complaints:

Formal complaints are any written statement of grievance—including emails, faxes, or letters - that provide a contact with which you can communicate the results of an investigation. Any complaints which do not include contact details such that DOH can respond with results or follow up will not be treated as formal complaints. Any complaint must be from a person related to the OORR program as an applicant, contractor, or other direct party. Any complaint forwarded to DOH, HUD, or the State of Connecticut will be considered a written complaint.

Throughout the process, decisions will be made on an application and/or project to be delivered. The decisions are made based on statutes, codes of federal regulation, state and local codes and ordinances, and local guidelines as they are interpreted by the State. DOH may allow the appeal of some of these decisions.

Resolution of Complaints:

DOH will aim to resolve complaints in a manner that is both sensitive to an applicant's concerns and that achieves a fair result. Regardless of the complaint, DOH staff will treat the issue with respect, respond to the complainant about the current status when requested, and respond within 15 days, as expected by HUD, if practicable.

Changes, Waivers, Conflicts:

1. The Commissioner of DOH may consider a waiver of any non-regulatory provision of the OORR, provided the applicant has requested such waiver in writing, and can identify a "demonstrable hardship" (see *Definitions*).
2. Waivers to the requirements in these guidelines can only be approved by the Commissioner of DOH and must be in provided in writing.
3. The Commissioner maintains the rights to change, modify, waive, or revoke all or any non-regulatory component of these guidelines in her sole discretion.
4. In the event that these Guidelines conflict with local, state, or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state, or federal law.

COMPLIANCE/MONITORING

HUD regulations governing the CDBG-DR Program, along with the State CDBG-DR Substantial Amendment and HUD Monitoring Handbook, will be guides for conducting the risk analysis for Funding Recipients. Individualized risk mitigation strategies will be prepared for each Funding Recipient.

Methods for identification, analysis, planning, tracking, control and communications shall be outlined. DOH will follow steps for identifying risks that include the following:

1. Identify what CDBG-DR projects and performance areas are to be assessed
2. Insure that risk is identified and analyzed
3. Assign weight to risk factors
4. Develop rating criteria and methods to assessing risk
5. Determine rating by factor
6. Establish criteria for risk "profiles" for each Funding Recipients
7. Compile scores and rank organizations
8. Utilize resources for monitoring and risk mitigation

The risk analysis, conducted by DOH staff, will pay particular attention to Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5155 by guaranteeing that there will not be a "duplication of benefits".

The goal of this attention is to ensure that the State does not engage in any activity that provides federal financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, where such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he or she has received financial assistance under any other program or from insurance or any other source.

Program monitoring staff will follow the procedures described in the CDBG-DR Compliance and Monitoring Manual, with a particular emphasis on the accuracy of information provided by applicants, identification of the duplication of benefits, compliance with all applicable state and federal requirements associated with the CDBG-DR funding.
Specifically, DOH will conduct a risk analysis on all recipients of any portion of the Funding (each, a "Funding Recipient") in order to identify those programs that are most susceptible to fraud, abuse, or mismanagement. DOH staff will monitor those programs that are identified as high risk as well as sample those deemed to be low risk programs.

A risk analysis is a process or system for rating and ranking Funding Recipients and those programs which pose the greatest risk for compromising the integrity of the CDBG-DR Program. This process will assist DOH by providing consistent data to develop monitoring strategies to minimize potential risk. Feedback from this process will enable DOH to prioritize decisions, allocate appropriate resources, and determine the type of monitoring necessary.

DOH will carefully monitor Recipients that pose the highest risk of compromising the program rules and regulations. As a part of the monitoring risk management record, the Recipient's name and grant number will be cited along with the following information:

1. Identification of which participants will be monitored
2. Type of monitoring (e.g., in-depth, limited, on-site, remote)
3. Programs/functions to be monitored
4. Actions that will be taken to assess program participant performance
5. Expected monitoring dates
6. Required resources (staff and other monitoring team participants)
7. Methodology and tools used for the project

DOH's risk analysis methodology will include a means of determining an estimation of the level of risk, an assessment of the frequency or likelihood of occurrence, consideration for how to best manage risk, and the action that will be taken to mitigate problems. DOH will carefully analyze the assessment of risk for each Recipient and utilize a strategy to reduce and manage the Recipients' risk.

To assist the State meet its compliance and monitoring obligations, DOH's administration of the Funding shall be subject to review by its Internal Auditor. This Internal Auditor, a DECD staff member who also reports directly to the Office of the Commissioner of DOH, will check for fraud, waste, and abuse by utilizing the applicable internal auditing standards. The Internal Auditor will apply the standards in the Statement on Auditing Standards No. 99 (SAS 99) Consideration of Fraud in a Financial Statement Audit and the standards established in the International Standards for the Professional Practice of Internal Audit as promulgated by the Institute of Internal Auditors ("IIA"). The IIA is the lead organization that sets the standards for the practicing of Internal Auditing.

Reporting Requirements

Compliance will be maintained in accordance with the reporting requirements under the CDBG-DR regulations including all information and reports as required under the States contract with subrecipients or third party contractors, and demographic data and other information on applicants processed by contractual agreements between DOH and subrecipient.

The State and its Subrecipients will periodically report on goals and compliance with Section 3 as required by 24 CFR Part 135. The State will also expect subrecipients to collect and report data relevant to Affirmatively Furthering Fair Housing and Civil Rights compliance. The reporting requirements will include, but are not be limited to:

1. A direct application by an individual or non-institutional entity;
2. Applicant household's income;
3. Household's income as a percentage of AMI family income as defined by HUD;
4. The race and ethnicity of the head of household;
5. The household's familial status;
6. The presence or non-presence of a household member with a disability;

Housing assistance that is not directly linked to a specific beneficiary:

1. The cost of the housing unit to the applicant and to the occupant;
2. The maximum qualifying household income as a percentage of AMI family income as defined by HUD;

3. Restrictions regarding the age or familial status of occupants;
4. The presence or absence of designs or services that make the housing unit accessible to an individual with a disability and the number of fully accessible units

Record Retention

DOH will maintain accurate OORR program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of not less than eight (8) years as stipulated by DOH. Such files will be open for inspection as to qualifications, bids, and awards.

Conflict Of Interest

In order for the State to avoid any conflict of interest, agreements between the State, its subrecipients, and any third party contractors will:

1. Prohibit local elected officials, subrecipient employees, and consultants who exercise functions with respect to CDBG Disaster Recovery activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.
2. Define, “family” to include parents (including mother-in- law and father-in-law), grandparents, siblings (including sister-in-law and brother-in- law), and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).
3. Consent to an "exception" to the conflict of interest provision by HUD should it be determined by the State that the subrecipient has adequately and publicly addressed all of the concerns generated by the conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the OORR program. DOH will not enter a conflict of interest until a request for an exception has been granted.

SUBORDINATION PROCEDURES, FORM AND GUIDANCE

Once DOH receives a request to subordinate the "Forgivable Promissory Note and Lien", correspondence outlining the requirements below can be issued. It is the responsibility of the requestor to provide this documentation to DOH for evaluation of the request. Submission of a complete package will assure timely processing of this request.

A. Requirements for Subordinations

1. In support of a request for subordination from DOH, the documentation identified in Section B below must be submitted to the assigned grants and Contract Specialist for review. DOH reserves the right to require additional information and/or documentation based upon a review of this material.
2. Subordinations will not be granted for rehabilitation projects that have not been fully closed out and scope of work accepted by all parties to the contract.
3. Subordinations will also not be granted for a loan which exceeds the difference between the appraised value of the program property and the outstanding indebtedness to DOH.
4. If the subordination request is for a line of credit, draws from the line of credit must be used for construction, maintenance or management of the program property.
5. The assisted property cannot be used to cross collateralize another loan for non-program property.
6. DOH will provide an executed subordination for the applicant's loan closing which must include the name of the lender, the amount of the loan as evidenced by the lender's deed of trust, and the date of the deed of trust. DOH's executed subordination will include blanks for the recording data of the lender's deed of trust. These blanks must be filled in for the recording information for the lender's deed of trust (provided to DOH in support of the request for subordination) prior to recordation of the subordination. Other than these blanks, approved forms of subordination which have been executed by DOH cannot be materially changed or altered without prior approval of DOH.
7. The Department of Housing's preference is to only subordinate to permanent financing which has a term that extends beyond the remaining compliance period on the application.

B. Collection of Information and Documentation

1. Written documentation, must be submitted indicating whether the subordination is for the purpose of a line of credit, temporary construction loan, permanent financing, or any other purpose. The draft proposed loan documents e.g. Promissory Note and Deed of Trust.
2. A copy of a recent (within six (6) months) appraisal of the property must be provided. The appraisal must be an independent appraisal which conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and cannot be an in-house bank appraisal.
3. A copy of a recent (within six (6) months) preliminary title certificate, title commitment or pro-forma title policy for the program property evidencing the pre-loan status of title, the priority of the Covenants, the priority of other liens or encumbrances on the program property, and the title requirements for the closing of the loan must be provided.
4. A draft closing statement for the disbursement of the loan, evidencing any loans to be paid off, and whether or not the Applicant will be withdrawing equity from the program property must be provided.

5. Identification of the proposed use of the proceeds of the loan must be submitted.
6. Leases for any tenants who reside in the property must be provided.
7. After closing of the Applicant's loan, the following documents must be provided:
    - Updated title certificate, commitment or policy;
    - A copy of the recorded subordination and deed of trust; and
    - Final closing statement.

C. Documentation Review

When the assigned Grants and Contract Specialist at the Department of Housing is in receipt of all the documentation, a comprehensive review will be conducted to verify the requirements are adhered. The following recommendations will be made and forwarded to the CDBG-DR Program Manager: Approved, Denied, or Tabled/Rework.

If the request meets all the required conditions of acceptance listed in the enclosed information sheet and the GNND participant is in complete compliance with the program regulations, Department of Housing will execute the subordination agreement and return it to the applicant for recording. In the event the request is denied, a written explanation for the denial will be provided. Please assure that all information requested in the attached checklist is included in the original submission.

Please be advised that once the subordination agreement has been executed, none of the documents submitted shall be changed without approval. Moreover, the closing agent or Mortgagee CANNOT alter the subordination agreement in any fashion. Only a Department of Housing official may make changes to the Subordination Agreement.

Exhibit I

Green Building Standards

The following rehabilitation standards are in relation to rehabilitation, reconstruction, and mitigation of residential properties, reconstruction, and new construction of substantially damaged properties:

1. The State's adopted statewide building code energy efficiency standards are connected to the International Energy Conservation Code 2009 ("IECC").
2. All applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the completion of the rehabilitation project will be met.
3. The International Residential Code (IRC) (with windstorm provisions) and International Building Code (IBC) will be utilized where applicable.
4. All OORR projects will comply with Housing Quality Standards (HQS) and all applicable local codes and ordinances.
5. To avoid duplicative inspections when Federal Housing Administration (FHA) financing is involved in a CDBG-assisted property, the State may rely on a Minimum Property Standards (MPS) inspection performed by a qualified person.
6. The State's requirement that all replacement of residential properties, including reconstruction and new construction of substantially damaged properties meets the Enterprise Green Communities Standard.
7. The State's requirement that Recipients adhere to the EPA's Green Infrastructure resources and incorporate them into their project to the extent feasible. The Enterprise Green Communities Criteria will guide recipients primarily through landscaping techniques.
8. Strongly encourage the use of green infrastructure techniques to mitigate against storm water run-off and flooding.
9. For those buildings that are non-substantially damaged, the State will require that they be rehabilitated following the HUD CPD Green Buildings Retrofit Checklist. The requirement for rehabilitation means that the developer and/or construction team will strive to meet the checklist standard to the extent that there are Energy Star, Water Sense and Federal Energy Management Program-designated products available. The State recognizes that most energy- and water-consuming appliances and products now are available with these designations, and therefore, acknowledges that in a rehabilitation situation most products will be available with conservation designations.

Exhibit II

Procurement

Prequalified General Contractors: DOH is seeking proposals through a Request for Qualification (RFQ) process to prequalify General Contractors to be included in the list of approved contractors for the rehabilitation, reconstruction and/or mitigation of residential structures in compliance with all applicable local, federal, and state statutory requirements. Copies of the RFQ may be obtained in hard copy by contacting Geri Rice of DOH by phone at (860) 270-8174, by fax at (860) 706-5737, or by email at gerardine.rice@ct.gov Copies of the RFQ may also be downloaded electronically from the Department of Housing website at www.ct.gov/doh. There is currently no application deadline; responses will be accepted until program needs have been fulfilled.

Procedures: Sample Instructions to Bidders for Construction Proposals Use of Separate Bid Forms These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

Interpretations or Addenda: No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

Inspection of Site: Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

Alternate Bid Items No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

Bids

a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

b. All bids must be regular in every respect and no interlineations, excisions or special conditions may be made or included by the bidder.

c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

d. The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid. e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

Bid Modifications Prior to Bid Opening

a. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Grant Recipient prior to the closing time, and provided further, the Grant Recipient is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

Bid Bond

a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the Grant Recipient or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

Statement of Bidders Qualifications: Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

Unit Price: The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities

EXHIBIT III

Guidance on the Prohibition of Luxury Items

The intent of the OORR Program is to assist owners of residential property who sustained damage due to Superstorm Sandy, in restoring their dwelling to a standard that supports the national objective of a "decent home and suitable living environment" of the federal Community Development Block Grant Disaster Recovery (CDBG-DR) program, which is providing the State of Connecticut with the funding to implement repair and reconstruction activities. Applicants assisted under the OORR Program may have their homes repaired, rehabilitated, or reconstructed to basic construction standards, but these standards do not include luxury items that are above the minimum construction standards of the program. Homeowners that wish to include a luxury item may elect to pay the difference between what the OORR Program provides and the actual cost of the item.

The designer shall be responsible for separating the luxury or upgrade scope items and fees from the program provided scope items and fees in the construction and cost documents.

The following list provides examples of luxury items that are not eligible to be paid for by CDBG-DR funds; however this list is for illustrative purposes and is not exhaustive.

1. Detached garages (Attached garages only allowable when repairing a home with an existing attached and damaged garage)
2. Garage door openers
3. Alarm systems, excluding smoke, fire & CO alarm systems
4. Irrigation systems, fountains, ponds, etc.
5. Sound systems, wireless computer & communication systems
6. Lighting controls beyond standard one & three way switches
7. Exterior lighting beyond lights at entry doors
8. Out buildings (i.e. sheds, gazebos, trash enclosures, & pool houses)
9. House vacuum systems
10. Swimming pools, hot tubs, saunas, etc. and associated equipment
11. Laundry equipment (i.e. washers and dryers)
12. Portable appliances (i.e. air conditioners, electric heaters, etc.)
13. Luxury countertops (i.e. no stone or composite stone)
14. Built-in bookshelves, radiator covers, or any item requiring custom millwork or shop drawings
15. Stone tile floors & walls
16. Luxury carpet
17. Wall paper
18. Built-in closet systems – only rod & shelf allowed
19. New fireplaces (wood, gas, or electric); repairs to storm damaged fireplace chimneys are allowed
20. Exterior decks, unless to allow for egress on homes being elevated; materials limited to builder's grade composite decking and rail systems
21. Covered porches, unless replacing an existing covered porch
22. Carports
23. Solar Panels
24. Microwave ovens

25. Deep freezers
26. Built-in dual ovens
27. Garbage disposals
28. Multi-head showers
29. Sound systems, wireless computer & communication systems
30. Central air conditioning systems unless existing at time of storm
31. Similar items as determined by the OORR Program

Exhibit IV

State of Connecticut
Department of Economic and
Community Development
www.decd.org

CDBG-DR
RESIDENTIAL REHABILITATION
STANDARDS
2013

Catherine H. Smith, Commissioner

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INTRODUCTION

Whenever CDBG funds are used for rehabilitation, the work must be performed according to the PJ's written rehabilitation standards. DECD is providing this document to meet this requirement.

The Residential Rehabilitation Standards are not intended to reduce or circumvent the requirements of law and current applicable Building Codes.

All construction means and methods shall be performed in compliance with Federal Occupational Safety and Health Agency (OSHA) regulations.

Code violations, building & site defects that are health, safety and life threatening are priorities

RESIDENTIAL REHABILITATION STANDARDS

Rehabilitation Standards include:

Federal Minimum Rehabilitation Standards:
24 CFR VIII, 882.109 Housing Quality Standards (Appendix A)

Written Trade, Manufacturer's Specifications, Standards, Recommendations and Installation Instructions

All applicable Federal, State & Local code requirements. (Appendix B)

1.GENERAL

Materials/Products shall be new, in good condition and of the grade required by the work write-up or specifications unless otherwise agreed to in writing. Materials damaged in shipment or prior to owners acceptance shall be replaced at the contractor's expense. Deliver, store and handle products using means and methods that will prevent damage and deterioration from moisture, rain, dirt and other harmful influences including loss and theft

Workmanship shall be in accordance with the trades standards. Grantees **shall** ensure that the mechanical execution of the rehabilitation work is performed in a manner consistent with principles of quality workmanship, the material manufacturer's installation instructions, applicable codes and current accepted industry practice.

Manufacturers warranties shall be in addition to the GC warranty and do not relieve the Contractor of stipulated obligations or requirements.

All work must be performed, installed in accordance to warranty stipulations, requirements for coverage.

Qualified Staff, Inspectors, and Contractors are the responsibility of The Municipality Grantee. The Municipality Grantee **shall** ensure that all persons involved in a rehabilitation project **shall** be qualified for their tasks. If the nature of the work requires personnel to be licensed or otherwise certified to perform the work, the grantee **shall** ensure that the personnel meet the requirements.

2. SITE WORK

All proposed site work must keep water away from the building foundation. It must promote positive drainage away from the home and any neighboring structures. It must not create erosion, soil contamination or damage to the owner's property or neighboring properties. Any damage to the site or a neighboring site due to the performance of the specified site work must be repaired.

- **Landscaping**

Plantings, trees, shrubs etc that are safety hazardous shall be removed. Lawn areas affected by the removal shall be restored.

3. FOUNDATION

Foundation must be stable, window openings and top of foundation at base of structure must be level. Footings, columns, shall be concrete, waterproofed concrete foundation walls and slab as per applicable state/local code for new, reconstruction and or repair.

- **Basements and Crawl Spaces Moisture and Leaks**

The source of water infiltration should be identified and corrected before repairs are completed. Roof water, clogged downspouts, landscape grading, insufficient foundation drainage, poor inadequate design etc are all common causes of basement, crawl space moisture. Repairs should minimize, improve health & safety hazardous basement and crawl space conditions.

4. WOOD FRAMING

All existing structural components must be sound/stable and in serviceable condition for the expected useful life of the rehabilitation work to be performed, minimum 15 years. Unstable, cracked, leaning, buckling, shifting exterior walls shall be restored as per code and are priorities. All wood studs, foundation posts, sills, girders and plates showing signs of rot, decay, and structural failure must be replaced. There should be no holes, separation, collapse or severe deterioration of exterior walls or siding materials.

- **No-Formaldehyde Manufactured Wood Products**

Due to concerns about post-installation formaldehyde emissions, wood products containing urea formaldehyde (UF) resin binders should be avoided

- **Wall framing studs**

Interior and exterior – shall be installed on 12", 16"or 24" modules, or as required by structural conditions.

- **Wood Structural Components: Beams, Columns, and Posts**

Check code requirements and use qualified professionals for documents, specifications for repairs, replacement or adjustments to load bearing components. For major structural damage, a structural analysis must be done.

- **Plywood**

Plywood shall be trademark stamped.

  - Interior: Always use interior grade plywood for interior applications, as specified by manufactures
  - Exterior: Always use exterior grade plywood for exterior applications as specified by manufacturer
  - Structural/Construction: Always use construction grade plywood for structural applications. C-D,CDX grades.

- **Termite Treatment**

Infestation shall be eliminated by treating in accordance with the requirements of a certified by the exterminator. The treatment should be effective for at least 1 year from the date of treatment. If infestation occurs in the same area within 1 year, the premises shall be retreated at no cost to the owner; furthermore, should damage occur as a result of infestation during this period, the exterminator shall repair such damage at no cost to the owner.

- **Termite Control**

Use termite-resistant building materials, or provide termite control, through physical barriers between subterranean termites and wood-framed structures. Physical barriers include termite shields, aggregate, stainless steel mesh, and plastic impregnated with a termicide. Isolate particularly vulnerable elements of a house, such as beneath concrete slabs on grade, long the interior and exterior of perimeter foundation walls, and around plumbing and wiring penetrations.

5. EXTERIOR WALLS

Exterior walls are to comply with all applicable codes, be weather tight, structurally sound, energy efficient and shall not permit entry of insects, water, snow or wind into the interior.

- **Exterior Sheathing**

Sheathing shall be a nail-able wood product, with a minimum thickness of ½". Air infiltration barriers, such as building paper, house wrap or similar material designed to protect the wall from water moving past the exterior cladding shall be used at the exterior face of wall sheathing. (See 4 Plywood)

- **Wall Insulation**

Installation of all insulation shall be performed with the utmost care, with the highest standard of professional workmanship, in strict compliance with manufacturer's specifications and installation instructions. Exterior Insulation and Finish System - 10 year warranty.

- **Replacement Windows**

Use energy star rated replacement windows that conform to all Building Code requirements, including those for safety glazing and emergency egress. The window installation and installers must also be as indicated by the manufacturer. 10 year min. on the entire assembly (window units and installation)

- **Exterior Doors**

Remove and replace doors and frames that are warped, bowed or otherwise damaged. Manufacturer's warrantee minimum 5 years. Use energy star labeled door. Thresholds shall be thermally-broken sealed to the subfloor. Sides and tops of doors shall be provided with weather-stripping. All hardware shall be installed with the required screws, bolts, and fasteners as provided by the manufacturer and packaged with the hardware

- **Door & Window Sealing**

The shim space between the framing for windows or doors (including attic access) rough openings and the installed units shall be sealed with non-expanding spray foam sealant, closed cell foam backer rod, spray applied insulation, or other suitable sealant. Cellulose, fiberglass or rock wool batt insulation is not acceptable as a sealant but can be used as a backing for a sealant (such as caulk). Thresholds for exterior doors shall be sealed to the subfloor.

- **Low-maintenance Vinyl Siding**

The System must accommodate positive drainage to exterior for moisture entering or condensation within panel system. Comply with manufacturers written installation instructions, 20 Years material and labor warranty from date of substantial completion.

<u>Existing Vinyl Siding Repairs:</u>

- Always check for hazardous materials.
- Locate and repair cause of siding damage
- Repair in accordance with industry standards best practices.
- Check for warranty coverage.

- **Exterior Trim**

Low-maintenance trim materials such as vinyl, cellular PVC, or pre-finished cement boards. All exterior wood trim shall be solid wood free from knots, defects and warpage.

- **Exterior Paint, Stain, Varnish**

Use Low-VOC paints, stains and varnishes use water as a carrier Instead of petroleum-based solvents. As such, the levels of harmful emissions are lower than solvent-borne surface coatings. These certified coatings also contain no, or very low levels, of heavy metals and formaldehyde

- Paint shall be delivered to the site in original containers labeled by the manufacturer, with seals unbroken.

- If the exterior is stained wood, the finish shall be a solid-body stain, not the transparent or semitransparent type.
- Exterior Siding: 2 coats solid-body stain over pre-primed siding
- Exterior Trim: 1 coat primer, 2 coats semi-gloss paint

❖ **Masonry and Veneer**

Repair, Repoint & Clean all masonry and stone in compliance to Masonry Trade Standards and Brick Industry Association recommendations.

❖ **Fiber Cement Board Siding**

For existing Fiber Cement Siding, test for asbestos before repairs. (see appendix G Asbestos)

- Locate and repair cause of siding damage
- Repair in accordance with industry standards best practices.
- Check for warranty coverage. Warranties can be up to 50 years.

❖ **Stucco**

For Historic homes, use SHPO guidelines for repair.

- Locate and repair cause of stucco damage.
- Use an experienced (3 years) professional stucco repairer.
- Please note that there is Portland cement and lime based stucco.
- Repairs should be in accordance to stucco type.

6. ROOF

Problems such as evidence of severe deterioration (e.g. curled/cracked asphalt shingles, severely corroded metal or moss growth), missing, loose or ineffective or inappropriate materials **shall** be corrected. Provide materials complying with governing regulations, "Noncombustible". Comply with published recommendations of shingle manufacturer details and recommendations of NRCA Roofing Manual for installation of underlayment and shingles, using number of nails and coursing of shingles in accordance with manufacturer's standards.

❖ **Roof accessories**

Roof accessories including valley flashing and flashing against walls, chimneys, stacks and pipes **shall** be watertight, durable and free from excessive wear and obvious defects in materials and workmanship.

❖ **Roof Structure** (see 4 Wood Framing)

❖ **Asphalt Shingles**

Provide asphalt fiberglass shingles on sloped roofs Install mineral surfaced, self-sealing, fiberglass asphalt shingles with a 20-year warranty Install according to manufactures written instructions.

❖ **Roof Sheathing** (see 4 Structural Plywood)

As per manufacturers specifications.

❖ **Ice and water protection membrane**

Where roof slopes are less than 4 in 12 pitch, and at all valleys, roof penetrations, eaves, intersections of walls and roofs, hips, and wherever else required by job conditions as per manufacturers recommendations.

❖ **Flashing**

Provider pre-finished aluminum drip edge flashing at roof eaves and rakes, roof to chimney/wall/skylight connections, other horizontal roof material transitions, fastened with appropriate nails.

- **Gutters and Downspouts**

Rain from the roof gutter system shall be directed via downspouts such that water is discharged away from the foundation. The minimum thickness for aluminum gutters shall be 0.032", and 0.027" for aluminum flashing material

Roof Repairs and Leaks

Locate and repair interior damages from leak. Check all roof affected components including eaves & roof penetrations. Repairs should match existing roof surfaces and finishes.

- **Roof Cleaning**

High pressure washing systems for algae removal should not be used for asphalt roofs. All personnel involved must be experienced in the use of approved roof cleaning solutions, techniques. Follow shingle manufactures or the Asphalt Roofing Manufacturers Association recommendations.

Chimneys

Chimney Cleaning: Chimney cleaning must be done by a sweeper certified by the Chimney Safety Institute of America web site at www.csia.org or be a member of National Chimney Sweep Guild (NCSG) at www.ncsg.org.

The Chimney Sweeper must:

- Check the firebox for damaged brick and missing or crumbling mortar.
- Open the damper completely to be sure it moves freely and fits snugly against the smoke shelf.
- Use a flashlight to check the damper for cracks, pitting or rusted-out sections. (Broken or corroded dampers should be replaced by a professional.)
- Look for any debris that may restrict air flow and remove it.
- Check for broken or damaged bricks or flue liners. (Vertical cracking in the liner is a sure sign of a previous flue fire and is a serious problem that will need repair.)
- Check and remove creosote deposits greater than 1/8 inch thick.

- Chimney Repairs:

Chimney repairs are home improvements and require a licensed contractor who is registered with the Connecticut Department of Consumer Protection.

7. PLUMBING

All service, distribution and return pipe, connectors, and accessories for Kitchen and Bathroom fixtures and heating systems shall function properly, shall not leak and shall be properly insulated.

System including sewers shall operate free of fouling and clogging and not have cross connections which permit contamination of water supply or back siphonage between fixtures. Waste lines shall be tied-in to an approved sewer system. Any part of the dwelling which must be changed or replaced shall be left in a safe structural condition in accordance with applicable codes.

Conserving water is in the best financial interests of the occupants over the long run as well as in the interest of society and the environment as a whole. Use energy star water and energy conserving fixtures and equipment whenever it is practical.

- **Plumbing Fixtures**

Equipment and material shall comply with and be installed in accordance with current applicable plumbing code, manufacturers & trade specifications, standards and best practices.

a. All vents protruding through the roof shall be properly flashed.
b. Valves shall be provided at each fixture or each piece of equipment.
c. Unions shall be provided to permit removal of equipment without cutting pipe

- **Water Heaters**

Water heaters shall meet requirements of the State Code, Energy Star labeled. The type (gas or electricity) and capacity will be given on the work write-up, or replacement will be with size and type required by number of bedrooms and baths. 10 year minimum warranty

- **Tankless/On Demand Water Heaters**

Use ENERGY STAR-qualified tankless water heaters to conserve heating time and energy use if practical. The device should have a variable-set thermostat and be appropriately sized.

- **Shower and Tub Drains**

Plumbing penetrations shall be blocked with air-impermeable insulation and sealed at edges with proper sealant. Rockwool, or similar products, shall not be used

Private Water Supply System (See appendix C)

Sanitary Sewer or Septic System (See appendix D)

8. ELECTRICAL

All electrical connections, service entrance, interior/exterior service/breaker boxes, shall be inspected for proposed electrical work. All nonfunctional outlets, light fixtures and switches must be inspected, corrected and or replaced. All potential fire and safety hazards must be addressed. Existing electrical wiring, fixtures and receptacles that are hazardous should be repaired/replaced.

Condition of existing wiring and equipment: Existing wiring and equipment shall be in proper operating condition; free of taped splices, loose connections, missing insulation, short circuits or unapproved grounds. Service conductors shall not be frayed, worn or bare.

The changes being made to the house during rehabilitation must to be considered when sizing the electrical system for upgrade/code compliance

- **Outlets/Switches**

Cover plates must completely cover the hole in the wall. Screws in the cover plates should all be facing the same direction. Receptacles and switches must be flush with the cover plate and secured in the workbox.

- **GFI Outlets**

For work done in kitchens and bathrooms, in particular cabinetry, outlets that are not in compliance must be replaced. (code compliance)

- **Light Sockets**
  - Repair, replace damaged, loose, improperly functioning light sockets.
  - Inspect existing wiring for damage, replace damaged, frayed wiring.
  - The socket trim, rim must completely cover the hole.

9. INTERIOR CLIMATE CONTROL/HVAC

Inspect for leaks, thermostat function, filters, structural soundness, deterioration, clearances, ventilation, corrosion etc. Check all boilers for safety devices.

The distribution system shall be appropriate for the type of heating equipment to which it is connected. Install in accordance with manufacturer's printed installation instructions.

The replacement heating equipment shall be a proper fit in size to any other existing portions of the system, i.e. fuel lines carrying the appropriate quantity, type, and pressure of fuel, distribution and return systems carrying the appropriate cfm's to each location, air conditioning equipment rated to match the furnace, properly sized electrical circuits and equipment, etc. Where the other equipment is improperly sized to fit the new equipment, it **shall** also be replaced or modified so that there is a proper fit.

- **Furnaces**

ENERGY STAR®-qualified Furnaces shall have variable-speed blowers and programmable thermostats. Furnace filters shall not be made of fiberglass. All furnaces shall bear all applicable UL- listed and AGA-certified labels. For hot water systems, provide ENERGY STAR®- qualified boilers. Minimum furnace warranty 15 years under normal use and maintenance, all other components 5 year warranty.

- **Thermostats**

Provide all heating/cooling systems with Energy Star® qualified thermostats. Dwelling thermostats shall be placed on an interior wall, at 48" above the finish floor, away from the direct flow of forced air and drafts.

- **Oil Storage Tanks** (See Appendix E)

If a heating system is being replaced, repaired, then the oil tanks must be inspected. Below/Above/Basement (age, number, size & location) Leaking or non-leaking

- **Air Infiltration and Drafts**

Heating work, new system/furnace installation for homes must include weatherization, draft, heat loss improvements.

10. INTERIOR

- **Interior Doors**

Repairs will be attempted on minor cracks and punctures only; otherwise, new doors will be installed. Door finish to match existing dwelling doors.

- **Kitchen/Bath Cabinets**

Unsafe, unsanitary or nonfunctional cabinetry shall be replaced. Verify access and clearance required for the installation of each cabinet. At all cabinet locations coordinate the installation of convenience outlets, equipment, lighting fixtures, plumbing, and HVAC vents, etc. Install plumb, level and true. Install any required blocking in walls to receive fasteners.

Field verify all field dimensions and clearances, and minimize filler pieces at ends of cabinet runs. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials

and systems in proper relation with adjacent construction and with uniform appearance. Anchor securely in place; coordinate with countertop installation. Adjust and lubricate hardware. Restore damaged finishes and test for proper operation.

- **Counter Tops**

Countertops showing evidence of wear, water damage, uplifting surface materials etc should be replaced. Counter tops shall not have sharp exposed corners. Corners protruding in excess of 1-1/2" shall be rounded or chamfered (45º). For elderly residents, the front edges of the counters should be rolled.

- **Laminates**

Shelf, cabinet and countertop substrate material for plastic laminate shall be exterior-type, hardwood-faced plywood, or other material approved by the manufacturer of the plastic laminate. Cut-out edges shall be sealed prior to the installation of sinks. Protect walls with back and side splashes - 4" (min.) at bathroom vanity tops and 6" (min.) at kitchen countertops.

- **Gypsum Wallboard**

The cause of warped, damaged, discolored (water) or deteriorating ceilings, walls must be determined before the wall, ceiling is repaired. The problem that caused the wall, ceiling damage must be repaired to ensure the problem doesn't reoccur in the same area or causes problems in another area of the wall, ceiling or dwelling.

Gypsum board panels should be manufactured in the United States, and labeled "made in the U.S.A." with the manufacturers name and manufacturing site location, shall be provided.

- Ceiling: Use ½" (min) gypsum wall board or manufacturer's recommendations shall be followed in specifying ceiling drywall adequate for supporting the weight of specified attic insulation.
- Interior Partitions: Use ½" (min.) gypsum wall board ("Drywall") on all interior partitions unless otherwise required
- Wet/Moisture areas: Use ½" (min.) mold-resistant gypsum wall board, at bathrooms, kitchens, and wherever wall tile is indicated (except within tub or shower enclosures).
- Exterior Walls: Use ½" (min.) gypsum sheathing board panels at exterior walls and ceilings where required. Provide gypsum core wall panels with additives to enhance the water-resistance of the core; surfaced with water-repellant paper on front, back, and long edges.

- **Ceramic Tile**

Repairs ceramic to wall and floor finish in kitchens, bathrooms, laundry areas, shall conform to standards and methods in Tile Council of America, Inc. (TCA) Handbook for Ceramic Tile Installation, current edition & Comply with manufacturer's instructions and recommendations

- **Paint, Stain, and Varnish**

Use Low-VOC water based paints, stains, varnishes wood finishes use water as a carrier instead of petroleum-based solvents. As such, the levels of harmful emissions are lower than solvent-borne surface coatings. These certified coatings also contain no, or very low levels, of heavy metals and formaldehyde

Paint shall be delivered to the site in original containers labeled by the manufacturer, with seals unbroken.

- Interior Partitions & Walls: 1 coat primer, 2 coats satin or eggshell latex paint
- Interior Ceilings: 1 coat primer, 2 coats flat latex paint
- Interior Trim/Painted Woodwork: 1 coat primer, 2 coats semi-gloss latex paint

- **Non-toxic Paint Strippers**

Most paint strippers are caustic - they work by melting the paint. The active ingredient, methylene chloride, is a known carcinogen. Use of water-soluble, non-caustic and non-toxic paint strippers with the organic solvent N-Methylpyrrolidone as the active ingredient

- **Wallpaper and Vinyl Wall Coverings**
  - Removal: If wall paper is to be removed, check underlying surfaces for hazardous materials, LBP asbestos adhesives.
  - Painting Over: Prepare wall based on surface and subsurface materials. Follow industry standards.
  - Installation: Check wall surface for LBP. Use nontoxic adhesives, flame retardant, nontoxic coverings.

- **Lath and Plaster**

Locate and repair cause of damage. Repairs should be done by a contractor with lath and plaster experience.

- **Interior Stairs**

See 4 Wood Framing

11. FLOOR FINISHES

Damaged, deteriorating floors should be repaired. Sound floors showing normal wear and discoloration are not a priority but may be refinished after major health and safety issues are addressed.

- **Subflooring**

Subflooring shall be according to finish flooring manufacturers specifications. Interior floor sheathing shall be ⅝" (min.) thick. (See 4 Plywood)

- **Carpeting**

Do not install carpets in basements, entryways, laundry rooms, bathrooms or kitchens. All carpet and pad shall be shall be certified low-VOC in accordance with the requirements of the Carpet and Rug Institute (CRI) Indoor Air Quality Carpet Testing Program. The use of recycled-content carpet, padding, and underlayment made from recycled plastic bottles, wool or cotton is acceptable

- **Wood Flooring**

Floors with splits, cracks, holes, deterioration, warped planks should be repaired. Replacement planks to match existing as closely as possible.

- **Roll Vinyl and Resilient Title Flooring**

Resilient flooring or vinyl tile is acceptable for use in kitchens, bathrooms, laundry areas (except in basements) and storage rooms. Resilient flooring shall have a minimum thickness of ⅛". Wall base trim shall be used in all habitable spaces. Base trim shall not be polystyrene

- **Solvent-Free Adhesives**

Where possible, use solvent-free products in place of standard adhesives for all interior applications such as installation of flooring, countertops, wall coverings, paneling, and tub/shower enclosures.

- **Tile, Brick, Marble, and Stone Flooring**

All repairs are to be in accordance with industry trade standards. Where the repair of ceramic, brick, marble & stone floor is not cost reasonable it may be replaced, or overlaid with new sheet vinyl after preparation of existing flooring so as to be a smooth, clean surface.

12. MISCELLANEOUS

- **Driveways and Sidewalks**

Drives, walks shall comply with local Planning and Zoning requirements, state code. Paved surfaces adjacent to the foundation **shall** not slope towards the structure. Repair of paved surfaces **shall** be minimal in cost and incidental to the rehabilitation of the dwelling

- **Exterior wood Porches/Decks/Stairs:**

All unsafe or unsound porches and stairs should be replaced and treated/finished for protected from deterioration. Replacement should be according to applicable codes. For treated wood, it should not contain chromium or arsenic for decking and sill plates, and outdoor amenities fencing, stairs and site furnishings. All materials, methods and details shall comply with American Wood-Preservers' Association (AWPA) standards. Provide all applicable handrails and railings according to code. (See 4 Wood Framing also)

- **Fireplace and Wood Stoves**

Go to DEEP website http://www.ct.gov/dep/air (See 6 Roof Chimneys also)

- FIREPLACES: Repairs must be done by a licensed contractor.
- WOOD STOVES: Comply with all EPA regulations. Only use wood stoves manufactured after July 1, 1992 and certified by the U.S. Environmental Protection Agency (EPA). Make sure wood stove is set up to meet local permitting requirements.

- **Concrete Stoops and Steps**

Repair damaged, deteriorating, broken, chipped stoops and stairs. For removal & repair, follow industry standards and guidelines. New stairs, stoops shall be in compliance with building codes. Provide all applicable handrails and railings.

13. HANDICAP IMPROVEMENTS GUIDELINES

ADA does not apply to residential homes.

- **Ramps:** Hard surface
  - For unassisted wheelchair users
  - Ramp slopes in the range of 1:16 to 1:20 are within ADA requirements.
  - Slopes greater than 1:16 are safety hazards, one inch or lesser for every 12 inches of ramp run is preferred. Can be constructed or prefabricated.

- **Wheel Chair Thresholds:**

Can be purchased follow manufactures instructions.

- **Doors**

Increase the width of doors by installing expandable door hinges. This type of hinge adds 2" to any doorway opening

- **Bathrooms:** Doorway 32" wide swing out; Size: Min. to allow for 3 point turn,

- **Toilet:** Handicap toilets must be 17 - 19 inches off the ground without the seat. The stall must provide horizontal grab bars behind the toilet and on the wall closest to the toilet. Elevated raised toilet seat can be used instead of buying a new toilet.
- **Sinks:** Single lever faucet. Sink Height type to allow for wheel chair insulate exposed piping to avoid burns
- **Hand held shower head in the shower:**. Choose a model that has the controls on the handle if the unit.
- **Install grab bars** next to the toilet and in the shower and tub. Be sure to install the grab bars into the studs in the wall.
- **Tubs & Showers:** Existing tubs can be cut out to allow for walk-in access. Use Tub walk in kits to convert existing tub or buy walk – in tub. Roll in showers with slip resistant floors.

14. ENVIRONMENTAL/HAZARDOUS MATERIALS

The Housing Rehabilitation Program, must comply with federal environmental review regulations [24 CFR Part 58 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities] established by the National Environmental Policy Act of 1969 (NEPA).

A. **Lead-based Paint** (See appendix F)

Current Federal, State & Local Laws & Regulations shall be adhered to, including the following:

1. "Guidelines for the Evaluation & Control of Lead-Based Paint Hazards in Housing" as published by the U.S. Dept of Housing and Urban Development

2. State of Connecticut Department of Public Health & Addiction Services, Guidance Document for Lead Abatement

3. U.S. Environmental Protection Agency requirements regarding removal & disposal of lead-based paint

4. OSHA, Lead in Construction Standard 29 CFR 1926.62

5. Local Governmental Laws & regulations pertaining to lead-based paint.

B. Asbestos (See appendix G)

Current Federal, State & Local Laws & Regulations shall be adhered to, including:

1. U.S. Environmental Protection Agency regulations & forms

2. State of Connecticut Department of Health Services Regulations Standards for Asbestos Abatement

C. **Radon** (See appendix H)

If property is in a radon prone area test and comply with all current U.S. Environmental Protection Agency guidelines.

D. **Others**

a. Mold

b. Urea Formaldehyde Insulation
c. PCB (Polychlorinated Biphenyl's)

15. ENVIRONMENTAL CONSULTANTS

Environmental Consultants are Licensed Professionals who investigate proposed development sites, in order to identify environmental concerns that need to comply with Federal and/or State Regulations. Based on the nature/conditions of the site and the types of environmental concerns initially identified by the Environmental Consultants, additional investigation and/or testing may be required. Based on the results of investigation and testing, site remediation and /or abatement may be required.

Environmental Consultant Qualifications (See appendix F-H)

16. ENVIRONMENTAL MITIGATION (See appendix F-H)

Construction documents shall incorporate work necessary to mitigate environmental concerns identified by a licensed consultant unless these concerns are addressed prior to construction start and are outside the limits f the construction documents. Mitigation methods shall be in accordance with a plan prepared in conformance with applicable State and Federal regulations.

Hazardous Material Notification Clause

In all developments involving demolition or rehabilitation, specifications shall be written to include the following:

"In carrying out the work of this contract, should the contractor encounter asbestos or other toxic materials the Contractor shall:

a. Notify all parties to this contract;
b. Notify applicable State and Local authorities; and (if the cleanup is to be carried out under the direction of the contractor)
c. Make application for permits necessary for removal (or other methods of mitigating the potential harmful effects) of such materials; and

d. Upon receipt of required permits mitigate potential harmful effects of such materials in accordance with permits and applicable Codes and Laws."

If the Contractor is not to be responsible for mitigation, the Sponsor/Developer/Owner shall carry out mitigation in accordance with the requirements as stated above.

Limited Phase I Site Assessment Oil tanks

A Limited Phase I Site Assessment is an investigation, by a licensed environmental professional, of the existing site at the proposed work area(s) for the purpose of identifying pollutants which may have been released into the environment.

17. PROJECT DOCUMENTATION

- **AN INITIAL INSPECTION** form/checklist.

The inspection must be completed by a person qualified and or certified for the inspections if required for the work to be performed.

- **SCOPE OF WORK** form

It shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the rehabilitation work identified.

- **THE WORK WRITE-UP** form

The overall scope of work (**what** needs to be done) as determined by the initial inspection and agreed upon in writing by the owner.

- **WORK SPECIFICATIONS Standards/guidelines**

The work specification source.

- **COST ESTIMATE** form

Preliminary cost estimate for cost reasonableness comparison.

- **A PRECONSTRUCTION MEETING** form

After contractor selection, owner, contractor and municipal grantee must meet prior to start of construction.

- **PROGRESS INSPECTIONS** form

Work must be inspected as it progresses and documented.

- **FINAL INSPECTION** form

RESIDENTIAL REHABILITATION STANDARDS

Appendix A

Minimum Standards

I <u>Basic Equipment and Facilities</u>

A. Kitchens – Every dwelling shall have a kitchen room or kitchenette equipped with the following:

1. **Kitchen Sink**. The dwelling shall have a kitchen sink, connected to both hot and cold potable water supply lines under pressure and to the sanitary sewer waste line. When replacing such components, water supply shut off valves shall be installed. If the existing faucet is to remain, a 2 gallon per minute (GPM) flow restricting aerator shall be installed.
2. **Oven and Stove or Range.** The dwelling shall contain an oven and a stove or range (or microwave oven), supplied by the owner, either gas or electric, connected to the source of fuel or power, in good working order and capable of supplying the service for which it is intended.
3. **Refrigerator.** The dwelling shall contain a refrigerator, supplied by the owner or home buyer, connected to the power supply, in good working order and capable of supplying the service for which it is intended.
4. **Counter Space Area.** Every kitchen or kitchenette shall have a minimum storage area of eight (8) square feet with a minimum vertical clearance of twelve inches (12") and a minimum width of twelve inches (12"). Every kitchen or kitchenette shall have a minimum of four (4) square feet of counter space.

B. Toilet Room: Every dwelling shall contain a room which is equipped with a flush toilet and a lavatory. The flush water closet shall be connected to the cold potable water supply, under pressure, and to the sanitary sewer. The lavatory shall be connected to both a hot and cold potable water supply, under pressure, and connected to the sanitary sewer. When replacing such components, water supply shut off valves shall be installed. When replacing toilets, these will have a flush valve that use less than or equal to 1.6 gallons per flush. Toilet throat size will be no less than 2 inches and glazed smooth. If the lavatory faucet is not being replaced then a 2 GPM flow restricting faucet aerator will be installed.

C. Bath Required: Every dwelling shall contain a bathtub and/or shower.

1. The bathtub and/or shower unit(s) need not be located in the same room as the flush water closet and lavatory. The bathtub and/or shower unit may be located in a separate room.
2. The bathtub and/or shower unit shall be connected to both hot and cold potable water supply lines, under pressure, and shall be connected to the sanitary sewer. All shower heads must be equal to or less than 2.0 (GPM) water flow. Where feasible, shut off valves shall be installed on the water supply lines. All faucets, when replaced, shall be water balancing scald guard type faucets.

D Privacy in Room(s) Containing Toilet and/or Bath: Every toilet room and/or every bathroom (the room or rooms containing the bathtub and/or shower unit) shall be contained in a room or rooms that afford privacy to a person with said room or rooms. Every toilet room and/or bathroom shall have doors equipped with a privacy lock or latch in good working order.

E. Hot Water Supply: Every dwelling shall have supplied water-heating equipment (water heater and hot water supply lines) that is free of leaks, connected to the source of fuel or power, and is capable of heating water to be drawn for general usage.

1. No water heaters (except point-of-use water heaters) shall be allowed in the toilet rooms or bathrooms, bedrooms or sleeping rooms. No gas water heaters shall be allowed in a clothes closet(s).
2. All gas water heaters shall be vented in a safe manner to a chimney or flue leading to the exterior of the dwelling. Unlined brick chimneys must have a metal B-vent liner installed to meet manufacturer's venting requirements. If metal chimney venting cannot be added, a power vented water heater may be installed. Size of the B-vent is critical for proper venting. Install according to manufacturer's recommendations.
3. All water heaters shall be equipped with a pressure/temperature relief valve possessing a full-sized (non-reduced) rigid copper or steel discharge pipe to within six (6) inches of the floor. The steel discharge pipe shall not be threaded at the discharge end.
4. All water heaters must be installed to manufacturer's installation specifications.
5. All new water heaters shall have internal foam insulation that is a minimum of R-10. Gas water heaters shall have an EF rating of .62 or higher and a recovery efficiency of .75 or better and/or meet Energy Star requirements at the time of installation. Electric water heaters shall be Energy Star Rated.
6. Where feasible, tankless water heaters may be installed in accordance with manufacturer's guidelines and sized to provide adequate hot water supply to all fixtures. Gas supply lines and or electrical capacity must be evaluated before installing tankless water heaters. Before installing, careful consideration should be made regarding supply and water temperature to owners.

G. Exits: Every exit from every dwelling shall comply with the following requirements:

1. Every habitable room shall have two (2) independent and unobstructed means of egress. This is normally achieved through an entrance door and an egress window.
2. All above grade egress windows from habitable rooms shall have a net clear opening of 5.7 square feet. The minimum net clear opening width dimension shall not be less than twenty inches (20") wide, and the minimum net clear opening height dimension shall not be less the twenty-four inches (24") wide. Note that the combination of minimum window width and minimum window height opening size does not meet the 5.7 square feet requirements. Therefore, the window size will need to be greater than the minimum opening sizes in either width or height. Where windows are provided as a means of escape or rescue, they shall have a finished sill height of not more than forty-four inches (44") above the floor. Egress windows with a finished sill height of more than forty-four inches (44") shall have a permanently installed step platform that is in compliance with stair construction standards.
3. All at grade egress windows from habitable rooms may be reduced in size to 5.0 square feet of operable window area, but the area must meet the minimum width and/or and height requirement restrictions of all egress windows.
4. When windows are being replaced within existing openings, the existing window size shall be determined to be of sufficient size even if current window sizes do not meet current egress standards. However, if the specification writer determines that changing the window size is beneficial; such

egress widow size modification will be allowed but not required. If new construction windows are being installed, these windows must meet all egress window requirements.

5. Inhabitable basements (or habitable rooms within a basement) where one means of egress is a window; the window shall have a net clear opening of 5.0 square feet. The window shall open directly to the street or yard, or where such egress window has a finished sill height that is below the adjacent ground elevation shall have an egress window/area well. The egress window/area well shall provide a minimum accessible net clear opening of nine square feet that includes a minimum horizontal dimension of thirty-six inches (36") from the window. Egress window/area wells with a depth of more than forty-four (44") shall be equipped with an affixed ladder or stairs that are accessible with the window in the fully opened position. Such ladder will have rungs at 12 inches on-center and projecting out a minimum of three inches from the side of the window well.

H. Stairs: If replacing existing stairs, stairs will need to conform as close as possible to new construction standards, but replacement stairs do not need to be in compliance with new codes. All newly constructed stairs (interior and exterior stairways) shall comply with the following requirements:

1. All stairways and steps of four (4) or more risers shall have at least one (1) handrail. All stairways and steps which are five (5) feet or more in width shall have a handrail on each side.
2. All handrails shall be installed not less than thirty four inches (34") nor more than thirty-eight inches (38"), measured plumb, above the nosing of the stair treads. Handrails adjacent to a wall shall have a space of not less than one and one-half inches (1 1/2") between the wall and the handrail. All handrails shall be turned back into the wall on railing ends. The size of a round railing must be a minimum of 1.25 inches, but not more than 2 inches. Railings must be continuous from the top riser to the bottom riser.
3. Porches, balconies or raised floor surfaces, including stairway riser and/or landing, located more than thirty (30) inches above the floor or the grade, shall have guardrails installed that are not less than thirty-six inches (36") in height. Open guardrails and stair railings shall have intermediate rails or ornamental pattern such that a sphere four inches (4") in diameter cannot pass through.
4. All stairs and steps shall have a riser height of not more than eight inches (8") and a tread depth of not less than nine inches (9'). All newly constructed stairs, not replacement stairs, shall have a riser height of not more than seven and three quarters (7 3/4") and a tread depth of not less than ten inches (10"). Risers and treads cannot be different in size by more than 3/8 of an inch from the top to the bottom of the stairs.

I. Smoke Detectors: All smoke detectors shall be hard-wired with battery back-up and interconnected with all other alarms. There shall be a minimum of one (1) smoke detector per floor (including the basement) and a smoke detector shall be located adjacent to all bedrooms/sleeping rooms and adjacent to the central heating source. All smoke detectors shall be installed per manufacturer's installation instructions.

J. Carbon Monoxide Detectors: Where a heating system source, other than solid fuel burning appliances (e.g., wood stoves), and/or water heater that burns solid, liquid or gaseous fuels is located horizontally adjacent to any habitable room, a hard-wired with battery back-up carbon monoxide detector is required and is to be installed per the manufacturer's instructions. Any dwelling that has a fuel source heating system (not electric), other solid fuel burning appliances (e.g., wood stoves, pellet, or corn stoves), and/or fuel source water heater (not electric),

a hard-wired with battery back-up combination smoke alarm/carbon monoxide detector is required to be installed per the manufacturer's instructions on the main living area floor.

II. Ventilation

A. In general, sufficient ventilation shall be present to ensure adequate air circulation in the dwelling.

B. Every habitable room shall have at least one (1) exterior operable window. All operable windows shall be capable of being easily opened and held in an open position by window hardware. All operable exterior windows shall be provided with screens if none exist. Half screens on windows are allowable.

C. Bathrooms, including toilet rooms, shall be provided with a mechanical means of ventilation that is rated at 50 CFM or greater. Fans shall be ducted to the outside of the dwelling. All bathroom fans will be installed on a 20 minute timer for the fan and a regular switch for the light.

D. Attic Ventilation:

1. When using roof vents without soffit vents and without a ceiling vapor barrier, sufficient vents shall be used to provide one square foot of free vent area for each one hundred fifty (150) square feet of ceiling area.
2. When using roof vents without soffit vents with a ceiling vapor barrier, sufficient vents shall be used to provide one square foot of free vent area for each three hundred (300) square feet of ceiling area.
3. When using a combination of roof and soffit vents and no ceiling vapor barrier, sufficient vents shall be used to provide one square foot of free vent area for each three hundred (300) square feet of ceiling area. Vents shall be installed with no less than fifty percent (50%) nor more than eighty percent (80%) of the total vent area in the roof near the peak with the balance of vents in the soffit.
4. To conserve energy, power roof ventilation systems will be used only as a method of last resort. Roof ventilation should be accomplished through correctly sized gable vents, ridge vents, and/or roof pod ventilation systems, and soffit vents.

III. Electrical Service

A. Minimum Electrical Service:

1. Every dwelling unit, at a minimum, shall have a 100 ampere breaker controlled electrical panel. All electrical work shall be in compliance with adopted State electrical code requirements. The panel, service mast, etc. shall also be installed to local utility company requirements.

B. Convenience Outlets:

1. Every habitable room within the dwelling shall contain at least two (2) separate duplex, wall-type electrical outlets. Placement of such outlets shall be on separate walls. All newly installed receptacles shall be grounded duplex receptacles or GFCI protected.

2. All electrical outlets used in bathrooms and toilet rooms, all outlets within six foot (6’-0”) of a water source (excluding designated simplex equipment circuits for clothes washing machines and sump pumps), outlets located on open porches or breezeways, exterior outlets, outlets located in garages and in non-habitable basements, except those electrical outlets that are dedicated appliance outlets. All kitchen receptacles serving the countertop area shall be ground fault circuit interrupter (GFCI) protected. All exterior receptacles shall be covered by a receptacle cover that when a cord is plugged in, the GFCI outlet will stay covered and protected.

3. All electrical outlets carrying heavy appliance loads (i.e., window air conditioning units, central air-conditioning units where they exist, refrigerators, freezers, electric stoves, microwaves, clothes washing machines, dish washing machines, electric clothes dryers, furnaces, etc.) shall be simplex receptacles on a separate circuit of the proper amperage and wire size.

5. Basements shall have a minimum of one (1) wall-type electrical outlet for every two hundred (200) square feet, or fraction thereof, of the floor area. Unfinished basements shall have a minimum of one (1) GFCI wall-type electrical receptacle. Such receptacle shall be within 20 feet of the furnace.

6. All accessible knob and tube wiring shall be removed and replaced with type NM cable (Romex) or as required by code.

7. All broken, damaged or nonfunctioning switches or outlets shall be replaced. All fixtures and wiring shall be adequately installed to ensure safety from fire so far as visible components are observed.

8. All missing or broken switch and outlet covers (including junction boxes) shall be replaced. Each receptacle or switch located on an exterior wall shall have a foam seal placed under the cover.

C. Lighting:

1. Every habitable room and every bathroom (including toilet room), laundry room, furnace or utility room, and hallway shall have at least one (1) ceiling or wall-type electric light fixture, controlled by a remote wall switch. Habitable rooms (except kitchens or kitchenettes) may have a wall-type electrical outlet controlled by a remote wall switch in lieu of a ceiling or wall-type light fixture. Energy efficient fixtures that meet energy star ratings and compact florescent bulbs shall be installed in all new fixture instillations.
2. Basements with no habitable rooms shall have a light illuminating the stairs with a switch controlling the light located at the top of the stairs. Basements with habitable rooms shall have at least one light fixture controlled by a remote wall switch at the top and bottom of the stairs. If new fixtures are being installed, Energy Star rated fixtures shall be installed with compact florescent bulbs.
3. Porcelain type fixtures with pull chains are acceptable for use in basements (except for the one controlled by a remote wall switch) cellars, and attics.
4. All pendant type lighting fixtures that are supported only by the electrical supply wire shall be removed or replaced. If replaced, replace with Energy Star rated fixtures.
5. All existing closet lights shall be covered.

IV. Heating Systems

A. Heating System: All heating systems (and central air-conditioning systems where they exist) shall be capable of safely and adequately heating (or cooling as applicable) for all living space.

B. Cooling System: Non-working or improperly functioning central air conditioning systems may be replaced as part of the rehabilitation work. The installation of a central air conditioning system, where it currently does not exist, is permissible where feasible and practical. New A/C installation will not be a priority unless project funds are available.

C. Requirements for Heating and or Cooling Systems:
1. All existing heating systems, including but not limited to, chimneys and flues, cut-off valves and switches, limit controls, heat exchangers, burners, combustion and ventilation air, relief valves, drip legs and air, hot water, or steam delivery components (ducts, piping, etc.) that are not being replaced, shall be inspected to be in a safe and proper functioning condition at the time of inspection, by means of written project file documentation.

2. Every heating system burning solid, liquid or gaseous fuels shall be vented in a safe manner to a chimney or flue leading to the exterior of the dwelling. The heating system chimney and/or flue shall be of such design to assure proper draft and shall be adequately supported.

3. No heating system source burning solid, liquid or gaseous fuels shall be located in any habitable room or bathroom, including any toilet room.

4. Every fuel burning appliance (solid, liquid or gaseous fuels) shall have adequate combustion air and ventilation air. All new furnaces will have sealed combustion with combustion air brought in from the exterior of the house and installed in accordance with manufacturer's guidelines.

5. Every heat duct, steam pipe and hot water pipe shall be free of leaks and shall function such that an adequate amount of heat is delivered where intended. All accessible duct joints must be sealed with mastic or any other acceptable product. Newly installed ductwork must also be sealed. All accessible steam piping and hot water piping must be installed with an approved material.

6. Every seal between any of the sections of the heating source(s) shall be air-tight so that noxious gases and fumes will not escape into the dwelling.

7. No space heater shall be of a portable type.

8. Minimum requirements for forced air furnaces, when installed, will be no less than a 92% AFUE, or the minimum AFUE, if greater than 92%, to obtain a local utility rebate (Energy Star rated for northern climates). Also install a digital programmable thermostat. Condensate lines will drain to a floor drain or have a condensate pump installed and piped to discharge. All furnace duct work shall be equipped with an air filter clean out location that has a tight fitting cover installed over it.

9. All boilers, when replaced, will have an "A" rating and be no less than 87% AFUE rating. All combustion air will be from the exterior of the house. The addition of zone valves may be useful to reduce energy cost. Heat lines shall be insulated with approved material. Programmable thermostats will be installed.

10. A/C units, if added or replaced, shall not be less than 14 SEER or the lowest SEER rating that is available at the time of installation but not less than 14 SEER. All units shall be installed, when possible, on either the north or east side of the dwelling or in an area that will provide shade for the unit. The correct coil will be installed that is compatible with both the furnace and A/C unit.

Homeowners who use window air conditioners will be encouraged to purchase Energy Star rated air conditioners. No window A/C units may be purchased with Housing Funds.
11. All wood, pellet, corn, switch grass, hydrogen, or other biomass fuel stoves must be installed to manufacturer's guidelines. Where such guidelines are not available, the heating unit will be removed. Venting and combustion air must be installed in accordance with manufacturer's requirements.

12. The installation of Energy Star rated ceiling fans will be encouraged in general living areas. Fans must be installed to manufacturer's requirements.

D. Energy Conservation
1. All structures shall comply with certain energy conservation measures (U.S. Department of Energy recommendations). These measures include, but are not necessarily limited to, the following:

a. The provision of insulation at various locations and at the following recommended resistance factors (r-values). Insulation shall be primarily made from recycled glass or newspaper when available.

i. Ceilings – R-49 or as close as possible to these requirements where sloped ceilings exist.
ii. Crawl Spaces (floors or walls) – R-19

iii. Band Joists – R–19

b. When siding is being replaced and/or interior wall finishes of exterior walls are being replaced on a dwelling, such exterior walls are to be provided with insulation and at the recommended resistance factor (r-value) of R-11, or that which is allowed by the stud cavity space. In addition, an air infiltration barrier, such as Tyvek or approved equal, shall be installed on all exterior walls. If new walls are being framed and insulated, the minimum R factor is R-19 or R-13 plus R-5 foam. The installation of fan-fold foam or foam sheathing may be added to increase household R-ratings.

c. The installation of weather stripping at all exterior doors, windows, ground-entry basement doors, etc. is required.

Doors, when replaced shall be a metal clad insulated door (energy star rated for northern climates). Storm doors are encouraged, but not required. Door jams will be sealed and thresholds will be caulked.

d. The provision of caulking around exterior doors and windows, at the foundation/sill plate union, and at other air-infiltration areas.

e. Windows must be current Energy Star rated for northern climate to obtain local window rebates. All storm windows will be removed from heated areas of the home when windows are replaced. All rope weight openings will be insulated and all new windows will have the window jamb sealed. Where SHPO requirements will restrict the installation of vinyl windows, the specifications will be written to come as close as possible to achieving Energy Star requirements.

f. All heat ducts and hot water or steam heat distribution piping shall be insulated or otherwise protected from heat loss where such ducts or piping runs are located in unheated spaces. Similarly, distribution piping for general use hot water shall also be protected from heat loss where such piping is located in unheated spaces. All water distribution piping shall be protected from freezing.

g. Attic access passage ways (scuttle holes) shall be no less than 22” by 30” or the size of original construction. If it is impossible to conform to this standard, the largest attic access hole possible will be installed. Scuttle holes shall extend up a minimum 14 inches above the ceiling. Weather stripping shall be installed at the top of this 14 inch scuttle hole extension and shall be covered with ¾ inch plywood or OSB covered by 2 inch, R-10, foam. The gypsum opening on the ceiling will also be weather stripped and covered with 4 inches of foam. Both doors will be made to sit tight against the weather stripping.

V. Interiors of Structures

A. Interior Walls, Floors, Ceilings, Doors and Windows:

1. All interior walls, floors, ceilings, doors and windows shall be capable of being kept in a clean and sanitary condition by the owner.
2. Every bathroom and/or toilet room, kitchen or kitchenette, and utility room floor surface shall be constructed such that they are impervious to water and can easily be kept in a clean and sanitary condition by the owner.
3. All interior doors shall be capable of affording the privacy for which they are intended.
4. The dwelling must have at least one bedroom or living/sleeping room for each two persons. Children of the opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
5. No dwelling containing two or more bedrooms shall have a room arrangement that access to a bathroom, toilet room, or a bedroom can be achieved only by going through another bathroom, toilet room, or another bedroom.

6. All paints, stains, varnishes, lacquers and other finishes used in the rehabilitated dwelling shall be low or no VOC paint finishes and installed as required by the manufacture.

VI. Exterior of Structures

A. Foundations, Exterior Walls, Roofs, Soffits and Fascia:

1. Every foundation, exterior wall, roof, soffit and fascia shall be made weather resistant. Products for exterior walls, roofs, soffits, and fascia shall be installed in accordance with the manufacturer's guidelines.
2. Roof replacement shall be installed in accordance with the manufacturer's requirements. When installing asphalt or fiberglass shingles, a minimum of a 30 year shingle shall be used. Other products such as metal roofing may be considered.

B. Drainage:

1. All rainwater shall be conveyed and drained away from every roof so as not to cause wetness or dampness in the structure. No roof drainage systems shall be connected to a sanitary sewer.
2. The ground around the dwelling shall be sloped away from foundation walls to divert water away from the structure.
3. If feasible, the collection of roof water is encouraged.

C. Windows, Exterior Doors and Basement Entries (Including Cellar Hatchways):

1. Every window, exterior door, basement entry and cellar hatchway shall be tight fitting within their frames, be rodent-proof, insect-proof and be weatherproof such that water and surface drainage is prevented from entering the dwelling. In addition, the following requirements shall also be met:
a. All exterior doors and windows shall be equipped with security locks. Deadbolts are not required.
b. Every window sash shall be fully equipped with glass window panes which are without cracks or holes. Every window sash to be replaced shall use Energy Star rated for northern climate windows unless the existing windows have insulated glass. Stained or leaded glass found to be historically significant may be protected by a fixed low-E glass storm window. Every window sash shall fit tightly within its frame, and be secured in a manner consistent with the window design. All window jambs will be sealed. All rope weight openings shall be insulated before installing the new window. Energy Star rated for Northern climate.
c. Storm doors, when installed, shall also be equipped with a self-closing device.

d. Every exterior door, when closed, shall fit properly within its frame and shall have door hinges and security locks or latches. All exterior doors will be no less than metal clad insulated (foam filled) doors. All jambs and thresholds will be sealed.
e. Every exterior door shall be not less than two foot-four inches (2'-4") in width and not less than six foot-six inches (6'6") in height. Existing door sizes will be grandfathered, but an attempt shall be made to have at least one exterior door that is not less than 36 inches wide and no less than 6'-8" high.

VII. Space, Use and Location Requirements

A. No main floor habitable room in a dwelling shall have a ceiling height of less than seven feet, six inches (7'6"). At least one-half of the floor area of every habitable room located above the first floor shall have a minimum ceiling height of seven feet (7'-0"). The floor area of any room where the ceiling height is less than four feet in height shall not be considered floor area in computing the total floor area of the room.
B. A minimum ceiling height of seven feet (7'-0") is acceptable in bathrooms, toilet rooms, habitable basement space, and hallways.

C. All habitable rooms, except kitchens and/or kitchenettes, shall have a minimum width of seven feet (7').

D. No cellar space shall be converted to habitable space.

E. Habitable Basement Space: No basement space shall be used as habitable space unless all habitable space requirements are met and all of the following requirements are met:

1. The floor and walls are waterproof or damp proof construction.
2. Such habitable space has a hard surfaced floor of concrete or masonry.
3. Such space shall have a minimum of two exits. In addition to the stairs, this would normally consist of one egress window.

VIII. Plumbing Systems

All dwelling plumbing systems shall be capable of safely and adequately providing a water supply and wastewater disposal for all plumbing fixtures. Every dwelling plumbing system shall comply with the following requirements.

1. All existing plumbing systems and plumbing system components shall be free of leaks. When repairing or adding to such systems, any type of pipe allowed by the State plumbing code shall be allowed.
2. All plumbing system piping shall be of adequate size to deliver water to plumbing fixtures and to convey wastewater from plumbing fixtures (including proper slope of wastewater piping) as designed by the fixture manufacturer).
3. All plumbing fixtures shall be in good condition, free of cracks and defects, and capable of being used for the purpose in which they were intended.
4. The plumbing system shall be vented in a manner that allows the wastewater system to function at atmospheric pressure and prevents the siphoning of water from fixtures. Venting by mechanical vents is accepted as an alternative to exterior atmospheric venting
5. All fixtures that discharge wastewater shall contain, or be discharged through, a trap that prevents the entry of sewer gas into the dwelling.
6. All plumbing system piping and fixtures shall be installed in a manner that prevents the system, or any component of the system, from freezing.
7. All plumbing fixtures and water connections shall be installed in such a way as to prevent the backflow of water from the system into the plumbing system's water source.
9. All faucets shall have aerators that restrict water flow to about 2 GPM. Toilets, when installed, shall only use 1.6 gallons per flush, or less.
10. Valves shall be installed with the valve in the upright position. When replacing valves, the use of a full port ball-valve shall be encouraged.

IX. Potable Water Supply

A. Every dwelling shall be connected to an approved (by the jurisdiction having authority) potable water source.

B. All potable water fixtures and equipment shall be installed in such a manner as to make it impossible for used, unclean, polluted or contaminated water, mixtures or substances to enter any portion of the potable water system piping. All equipment and fixtures shall be installed with air gaps (traps) to prevent back siphon age. All outlets with hose threads (except those serving a clothes washing machine) shall have a vacuum breaker for use with the application. No water piping supplied by a private water supply system shall be connected to any other source of water supply without the approval of the jurisdiction having authority over the installation.

C. All unused wells on the property shall be abandoned and plugged in accordance with any local, county or State requirements having jurisdiction. All cisterns shall be drained and filled, and if applicable, in accordance with any local or county requirements having jurisdiction.

X. Connection to Sanitary Sewer

A. Every dwelling shall be connected to an approved (by the jurisdiction having authority) sanitary sewer system.

Appendix A

State of Connecticut Building Code Documents List

2005 State Building Code with an effective date of December 31, 2005.

2005 Connecticut Supplement which includes the 2009 Amendment (effective August 1, 2009) to the 2005 State Building Code.

2003 International Building Code*
2003 International Residential Code*
2003 International Existing Building Code
2003 International Mechanical Code
2003 International Plumbing Code

2006 International Energy Conservation Code (new edition adopted with changes-effective August 1, 2009)

2009 International Energy Conservation Code with Connecticut Amendments (effective October 7, 2011)

ICC/ANSI A117.1-2003 Accessible and Usable Buildings and Facilities
2005 National Electrical Code (NFPA-70)

Appendix B

OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

• 24 CFR 982.401, Housing Quality Standards (HQS)
• Housing Choice Voucher Guidebook, Chapter 10.
• HUD Housing Inspection Manual for Section 8 Housing
• HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities
The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal
The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security
The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment
The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity
Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials
The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must

be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality
The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply
The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint
Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:
• Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
• provide all prospective families with "Protect Your Family from Lead in Your Home",
• Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the AHA
• Notify tenants each time such an activity is performed
• Conduct all work in accordance with HUD safe practices
• As part of ongoing maintenance ask each family to report deteriorated paint.
For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the AHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities.
See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

Access
Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood
The site and neighborhood must be reasonably free from disturbing noises and reverberations,
excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

Appendix B
HQS Overview
Page 3

Sanitary Condition
The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors
Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

Hazards and Heath/Safety
The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family'

RESIDENTIAL REHABILITATION STANDARDS

Appendix C

Private Water Supply

Go to Department of Public Health Website for information listed below:
www.ct.gov/dph/cwp

- 23 Private Drinking Water Well Standards (pdf)
- 24 Residential Drinking Water Well Testing (pdf)
- 26 Private Drinking Water Wells -Types of Construction (pdf)
- 27 Disinfection Procedure for Private Drinking Water Wells (pdf)
- 28 Private Well Guidance for Determining Well Safe Yield (pdf)
- 29 Hardwater-Softeners Facts and Issues (pdf)
- (pdf)
- 37 Electrical Grounds - A Controversial Necessity (pdf)
- 38 Sampling Private Wells for Bacteria (pdf)

- 41 Action Level List for Private Wells (pdf)
- Private Water Supply Overview (pdf)
- Radium in Private Drinking Water Wells (pdf)
- Uranium in Private Drinking Water Wells (pdf)
- Well Casing Extensions (pdf)

- Circular Letter 2010-24a Minimum Sanitary Separating Distances (pdf)
- Circular Letter 2010-61 Water Testing of Repaired Wells - Hydrofracking (pdf)

Laws and Regulations

- Public Health Code-section 19-13-B51 (location/construction) (doc)
- Public Health Code-section 19-13-B101 (private well water quality, new wells must be approved by Local Health Departments before Building Official can grant a Certificate of Occupancy for the new home) (doc)
- Public Health Code-section 19-13-B102 (public water quality standards as they apply to private wells, subdivisions e2, 3 & 4) (doc)
- Regulations of Connecticut State Agencies Title 25. Water Resources Department of Consumer Protection Description of Organization, Rules of Practice, and Regulations for the Well Drilling Industry (pdf)

Appendix D

Sanitary Sewer or Septic System

www.ct.gov/dph
Environmental Engineering –Subsurface Sewage

Inspections of Existing Septic Systems

- Cover Page (pdf)
- Inspection Form (pdf)
- Inspection Form Supplement (pdf

Approved Septic Tank Precasters

- CT DPH Approved Septic Tank Precasters (pdf)

Appendix E

Heating Oil Storage Tanks

Department of Energy & Environmental Protection
www.ct.gov/dep

1. The removal or replacement of a residential underground heating oil storage tank system has been included in the definition of a home improvement in Section 20-419 of the Connecticut General Statutes since October 1, 2004. Therefore, any contractor hired to remove a residential underground heating oil storage tank system after that date must be registered with the Connecticut Department of Consumer Protection (DCP) as a Home Improvement Contractor.

2. Effective October 1, 2004, any registered Home Improvement Contractor performing residential underground heating oil storage tank removals or replacements must comply with the requirements of Section 20-420 of the Connecticut General Statutes (CGS). The Statute is available at www.cga.ct.gov/2011/pub/chap400.htm#Sec20-420.htm

Please note that requirements for Home Improvement Contractors conducting underground storage tank (UST) removals were revised on June 9, 2009 under Public Act 09-122. This revision has eliminated the requirement for a surety bond from Section 20-420(a) of the CGS.
Information on current requirements for home improvement contractors conducting underground storage tank (UST) removals can be found on the Department of Consumer Protection website.

3. In addition, the person who disconnects and reconnects the supply line from the oil storage tank to the heating source (the oil burner) must hold an appropriate occupational trade license for such work. A homeowner can verify an occupational contractor's license with the Occupational Unit, Trade Practices Division of the Department of Consumer Protection (DCP) or from the DCP's web site at: www.ct.gov/dcp.

When selecting a contractor to remove or replace a residential underground heating oil storage tank, a homeowner should verify that the contractor is registered as a Home Improvement Contractor with the DCP. The contractor's registration number is required to be displayed in all advertising, including advertising on vehicles. A homeowner can check the status of a contractor's registration with the DCP prior to entering into a contract for a tank removal or replacement through the DCP's web site at: www.ct.gov/dcp or by calling the Department of Consumer Protection at 1-800-842-2649 or (860) 713-6110.

Appendix F

Lead Paint Information and Lead Report

A. Lead Hazards

The contractor will address all lead hazards listed in the enclosed lead report.

(1) If the total cost of the project exceeds $25,000 the contractor carrying out the work must comply with the licensing requirements established pursuant to Connecticut General Statute sections 20-474 through 20-476, and the Lead Licensure and Certification Regulations sections 20-478-1 through 20-478-2. The contractor carrying out the work must be licensed by the Connecticut Department of Public Health as a *Licensed Lead Abatement Contractor*. Employees carrying out the work must be certified as *Lead Abatement Workers*. At least one employee onsite must hold certification as a *Lead Abatement Supervisor*.

(2) If the location of the rehabilitation project is the residence of a child under the age of six and lead hazards have been identified, then lead abatement must be conducted. The contractor carrying out the work must comply with the licensing and certification requirements described in paragraph A, above. The contractor must also carry out lead abatement work, as described under the Lead Poisoning Prevention and Control Regulations section 19a-111-1 through 19a-111-11. A contractor shall not begin work until after the lead abatement work plan has been approved by the Local Director of Health. Reinspection must also be carried out by a code enforcement official.

(3) If the total cost of the project is under $25,000 the contractor carrying out the work must comply with the requirements of the U.S. Environmental Protection Agency's (EPA) Renovation, Repair and Painting Rule (RRP Rule), as well as with HUD's Lead-Safe Work Practices requirements. The company or firm hired to carry out the work shall hold the credential of "EPA RRP Certified Firm." An individual representing that firm, must hold the credential of "EPA certified Renovator." Workers onsite must be trained in lead-safe work practices. (Please note: Although the HUD Lead-Safe Work Practices requirements do not apply to projects that are below $5,000, the EPA RRP Rule does apply to projects that cost less than $5,000. Also, the EPA and HUD lead-safe work practices 'certifications' are not equivalent to the licensure and certification requirements of the Connecticut Department of Public Health.)

B. Disposal

(1) The Department of Energy and Environmental Protection (DEEP) applies the Household Hazardous Waste (HHW) exemption only to individual homeowners that generate LBP waste from "do-it-yourself" household renovation projects; provided that the amount of LBP waste is less than ten cubic yards. DEEP also acknowledges in its guidance on the subject that homeowners with less than ten cubic yards of *contractor-generated* LBP waste are eligible for the HHW exemption if: (1) the homeowner has agreed in writing to accept the material; (2) the homeowner is informed of the amount and nature of the material being left behind; and, (3) the homeowner has the means to legally and safely store the waste, and a viable outlet to dispose of it in the near future (such as a local household hazardous waste collection center or one-day collection event, or a local transfer station).

Appendix F

Lead Paint Information and Lead Report

Page 2

C. Clearance Testing

(1) The Contractor shall hire a Licensed Lead Abatement Consultant, who employs a Certified Lead Inspector or Certified Lead Inspector Risk Assessor to carry out a reinspection of the work area where lead hazards have been controlled or eliminated. A code enforcement official must conduct a post-abatement reinspection of a lead abatement project within ten days of completion of the project (for child-occupied units or EBLL cases). The reinspection and lead in dust clearance sampling shall be done only after completion of the project. If visible debris remains in the work area, the project is not complete. A licensed lead consultant employing a certified inspector, or a code enforcement official shall issue a letter of compliance when the lead remediation or lead abatement work, and dust wipe results are found to be acceptable.

(2) The inspector or code enforcement official shall provide the owner, Director of Health, and CT Department of Public Health with copies of the post- abatement inspection report within 2 days after reinspection is completed (for child-occupied units and EBLL cases)

Appendix F-2

Checklist for Lead Safe Work Practices or Lead Hazard Remediation

Paperwork to review

The lead consulting activities (inspection, assessment, lead remediation plan, and scope of work) were carried out by a person employed by a DPH Licensed *Lead Consultant Contractor* or a *Lead Abatement/Consultant Contractor*

❒ Copy of DPH Lead Consultant License: blue card with company name and license type

❒ License #: _____

The person who carried out the lead inspection or lead risk assessment holds certification issued by the DPH as a *Lead Inspector* or *Lead Inspector Risk Assessor*

❒ Copy of DPH Inspector or Inspector/Risk Assessor Certification: blue card with person's name and credential

❒ Certification #: _____

❒ Latest annual refresher showing that the person is up-to-date

❒ Photo ID

The person who prepared the lead hazard remediation plan holds certification issued by the DPH as a *Lead Planner-Project Designer*

❒ Copy of DPH Lead Planner-Project Designer Certification: blue card with person's name and credential title

❒ Certification #: _____

❒ Latest annual refresher showing that the person is up-to-date

❒ Photo ID

The company hired to conduct the lead hazard remediation work must be an EPA RRP-Certified Firm. Individuals carrying out the work must meet HUD lead-safe work practices training requirements.

❒ Copy of the EPA RRP Firm

❒ Certification #:_____

❒ Copy of RRP training course certificate

The person who carries out final clearance of the worksite must be a DPH certified lead inspector or lead inspector risk assessor, and must be employed by a DPH licensed Lead Consultant Contractor or DPH Licensed Lead Abatement/Consultant Contractor in order to collect dust or soil samples. The licensure and certification credentials need to be collected again to ensure that the licenses, certifications and refreshers are still current.

❒ Copy of DPH Lead Consultant License: blue card with company name

❒ License #: _____

❒ Copy of DPH Inspector or Inspector/Risk Assessor Certification: blue card with person's name

❒ Certification #: _____

❒ Latest annual refresher showing that the person is up-to-date

❒ Photo ID

❒ Copy of lead dust wipe results showing acceptable levels were found after work was completed

Waste disposal records for lead-based paint waste should be recorded to show that it was disposed of properly. The household hazardous waste exemption applies to contractor-generate waste only if:

❒ There are less than 10 cubic yards of waste
❒ The homeowner agrees in writing to accept the material
❒ The homeowner is informed of the amount and nature of the waste being left behind
❒ The homeowner has a means to legally and safely store the waste, and a viable outlet to dispose of the waste in the near future

Appendix F-3

Checklist for Lead Abatement Projects

Paperwork to review

The lead consulting activities (inspection, assessment, project plan, and scope of work) were carried out by a person employed by a DPH Licensed *Lead Consultant Contractor* or a DPH Licensed *Lead Abatement/Consultant Contractor*

❒ Copy of DPH Lead Consultant License: blue card with company name and license type
❒ License #: _____

The person who carried out the lead inspection or lead risk assessment holds certification issued by the DPH as a *Lead Inspector* or *Lead Inspector Risk Assessor*

❒ Copy of DPH Inspector or Inspector/Risk Assessor Certification: blue card with person's name and credential
❒ Certification #: _____
❒ Latest annual refresher showing that the person is up-to-date
❒ Photo ID
❒ *Lead Inspection Report Form submitted to the Director of Health (if the property is the residence of a child under the age of six

The person who prepared the lead abatement plan holds certification issued by the DPH as a *Lead Planner-Project Designer*

❒ Copy of DPH Lead Planner-Project Designer Certification: blue card with person's name and credential title
❒ Certification #: _____
❒ Latest annual refresher showing that the person is up-to-date
❒ Photo ID

***The lead abatement plan must submitted to the Director of Health for review and approval prior to the start of lead abatement work, when a child under the age of six is in residence**

❒ Lead abatement plan submitted to the local health department (date: _____)
❒ Lead abatement plan approval received by health department

The company and individuals that carry out lead abatement must be DPH Licensed Lead Abatement Contractor or DPH Licensed Lead Abatement Contractor/Consultant. The employees carrying out the work must be DPH Certified Lead Abatement Supervisors or Lead Abatement Workers.

❒ Copy of DPH Lead Abatement License: blue card with company name and license type
❒ License #: _____

❒ Copy of DPH Certification as Abatement Supervisor: blue card with person's name and credential title
❒ Certification #: _____

❒ Latest annual refresher showing that the person is up-to-date
❒ Photo ID
❒ Copies of all Lead Abatement Worker certificates and training refreshers for employees on-site who actually do the work

Appendix F-3

Checklist for Lead Abatement Projects

Page 2

The person who carries out final clearance of the worksite must be a DPH certified lead inspector or lead inspector risk assessor, and must be employed by a DPH licensed Lead Consultant Contractor or DPH Licensed Lead Abatement/Consultant Contractor in order to collect dust or soil samples. The licensure and certification credentials need to be collected again to ensure that the licenses, certifications and refreshers are still current.

❒ Copy of DPH Lead Consultant License: blue card with company name
❒ License #: _____

❒ Copy of DPH Inspector or Inspector/Risk Assessor Certification: blue card with person's name and credential
❒ Certification #: _____
❒ Latest annual refresher showing that the person is up-to-date
❒ Photo ID

Waste disposal records for lead-based paint waste should be recorded to show that it was disposed of properly. The household hazardous waste exemption applies to contractor-generate waste only if:

❒ There are less than 10 cubic yards of waste
❒ The homeowner agrees in writing to accept the material
❒ The homeowner is informed of the amount and nature of the waste being left behind
❒ The homeowner has a means to legally and safely store the waste, and a viable outlet to dispose of the waste in the near future

Upon completion of a lead abatement project, a code enforcement official must issue a post-abatement inspection report. A private industry lead inspector may issue a letter of compliance. All documents should be received and filed.

❒ Acceptable dust wipe sample results for all work areas
❒ Letter of compliance that states the work was done according to the plan, unit is free of hazards, and if LBP remains, then also a statement that the lead management plan must be followed
❒ * Reinspection by code enforcement official required within 10 days of completion of the work when abatement being carried out in child-occupied residence or EBLL residence

* Local health department is actively involved because lead abatement work falls under the scope of the Lead Poisoning Prevention and Control Regulations sections 19a-111-1 through 19a-111-11

Asbestos

Radon

RESIDENTIAL REHABILITATION STANDARDS
Appendix F
File Documentation Checklist

___Copies of Bids

___Contractor's License (copy)

___Contractor Qualification Cert
___Non-Kickback/Collusion Cert

___Contractor's Liability Insurance

___Owner Contractor Agreement

___Sub-Contractor Agreements
Contract Addendum

___Work Write-Up & Specifications
Cost Estimate

___Notice to Proceed
___SHPO Letter

___Change Orders
___Contractor Payment Request(s)

___Pre-Construction Meeting Report
___Initial Inspection Report

___Progress Inspection Report(s)
___Final Inspection Report

___Limited Phase I Environ Report

___Contract Close Out

HazMaterial Evaluations Surveys Tests

___Lead Based Paint
___Asbestos
___Radon
___Mold
___Urea Formaldehyde Insulation
___PCB (Polychlorin'd Biphenyl's)
___Drinking Wtr/Piping Systems
___Oil Storage Tanks

Hazardous Materials Notices

___Lead Based Paint
___Asbestos
___Radon
___Mold
___Urea Formaldehyde Insulation
___PCB (Polychlorin'd Biphenyl's)
___Drinking Wtr/Piping Systems
___Oil Storage Tanks

Hazardous Materials Clearance Reports

___Lead Based Paint
___Asbestos
___Radon
___Mold
___Urea Formaldehyde Insulation
___PCB (Polychlorin'd Biphenyl's)
___Drinking Wtr/Piping Systems
___Oil Storage Tanks