



Condominium / Cooperative Program Guidebook NY Rising Housing Recovery Program

October 3, 2016



Contents

Introduction	3
Basic Eligibility/Participation Requirements	3
Process Overview	5
Documentation Requirements	5
<i>Association/Authorized Representative Requirements</i>	5
<i>Damaged Unit Requirements</i>	8
Site Inspection Requirements	9
<i>Construction Status Inspection</i>	9
Award Calculations	10
<i>Damage Estimate</i>	10
<i>Duplication of Benefits</i>	11
<i>Program Award Caps</i>	12
<i>Disbursement Schedule</i>	12
Environmental Review Requirements	13
Close Out Requirements	13
Special Circumstances	13
<i>Clarifications and Appeals</i>	13
<i>Demonstrable Hardship</i>	14
<i>Substantially Damaged and/or Substantially Improved</i>	14
Withdrawal	15
<i>Voluntary Withdrawal</i>	15
<i>Involuntary Withdrawal</i>	15
<i>Recapture</i>	15
Appendix 1: Allowable Damage Policies	16
Appendix 2: Physical Condition Requirements for Program Close Out	17
Appendix 3: Damaged Unit Residency Documentation Requirements	18
Appendix 4: Payment Threshold Requirements	19



Introduction

In response to Superstorm Sandy, Hurricane Irene and Tropical Storm Lee and with Federal Community Development Block Grant Disaster Recovery (CDBG-DR) funding, New York State (the State) developed the NY Rising Housing Recovery Program along with several other Disaster Recovery initiatives as outlined in the State’s Action Plan. The NY Rising Housing Recovery Program is designed to help New Yorkers that were impacted by Superstorm Sandy, Hurricane Irene, or Tropical Storm Lee, to recover and rebuild, and, just as importantly, to stimulate economic growth in the affected communities. Amendment 11 to the State’s Action Plan established the Condominium and Cooperative Program (“Condo/Co-op Program” or the “Program”) through which condominium associations, cooperative boards, and home owner associations may be eligible for funding for completed repairs to damaged common elements and/or units.

Basic Eligibility/Participation Requirements

The Condo/Co-op Program is designed to provide funding to condominium associations, cooperative boards, and home owner associations for the repair of storm-damaged common elements and/or units. In this Guidebook, we will refer to all three as the Association or Applicant. In order to be eligible to participate in the Program, the Association must be able to document all of the following:

- The Association’s property must be in one of the counties designated a disaster area:

Eligible Counties			
Albany	Franklin	Otsego	Tioga
Broome	Fulton	Putnam	Tompkins
Chemung	Greene	Rensselaer	Ulster
Chenango	Hamilton	Rockland	Warren
Clinton	Herkimer	Saratoga	Washington
Columbia	Montgomery	Schenectady	Westchester
Delaware	Nassau	Schoharie	
Dutchess	Oneida	Suffolk	
Essex	Orange	Sullivan	

- The property must have been damaged as a **direct result** of one of these storms:
 - Hurricane Irene: 8/26/2011



- Tropical Storm Lee: 9/7/2011
- Superstorm Sandy: 10/29/2012
- The property damage must include residential living units or must be physically attached to or otherwise included within a residential structure.
- The Association must be responsible for repairs to the damaged structures in the event of a disaster and hold the primary property insurance on the damaged structures.
- The entire property must be owned in common by the members of the Association or owned in whole by a corporation having shareholders with proprietary leaseholds to occupy and use the property.

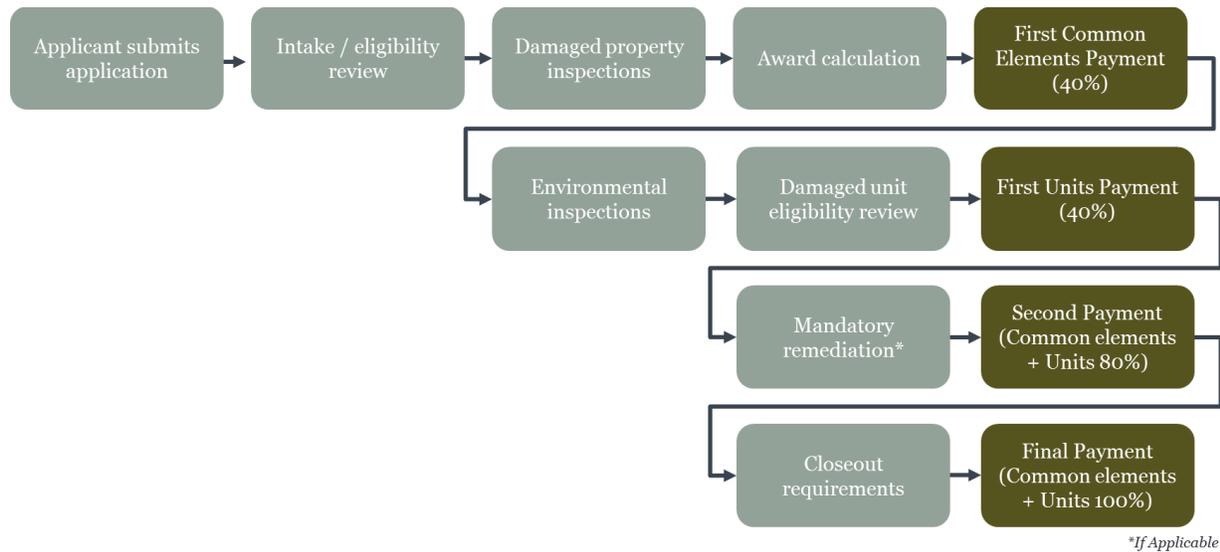
If an Association satisfies these criteria, all NY Rising grant funds are issued directly to the Association. Grant funds may address unmet need for allowable repairs to both common elements and living units.

If you are the owner or shareholder of a storm-damaged unit and your Association satisfies these eligibility criteria, you are not eligible for direct funding. Any NY Rising grant funds for your damaged unit will be issued directly to your Association. If you are responsible for structural repairs to your unit and hold the primary property insurance on your unit, you may be eligible for direct funding through the Homeowners or Rental Properties Programs; please contact your Customer Representative for more information.

This Guidebook outlines the basic eligibility and participation requirements for condominium association, cooperative board, and home owner association Applicants to the NY Rising Condo/Co-op Program.



Process Overview



Documentation Requirements

Documents collected from the Association, its Authorized Representative, and Damaged Unit Owners are used by the Program to confirm basic eligibility requirements, determine award calculations, and ensure all grant requirements are satisfied for final close out. Your Customer Representative will request specific documents in sequence as required by the Program for complete processing of your application. The majority of the documentation requirements are the responsibility of the Association and Authorized Representative and must be submitted as the first step to participate in the Condo/Co-op Program.

Association/Authorized Representative Requirements

The following documents are required in order to establish the Association’s basic eligibility. The Program uses these documents in part to perform an Anti-Fraud, Waste and Abuse (AFWA) check on the Association and to verify the Association’s managing responsibility for the damaged property. All listed documents must be submitted prior to receiving any award funds.

The following items are Program forms that must be completed and returned to the Program. Program forms can be obtained from the storm recovery website.

- **Completed and electronically or paper signed NY Rising application**



- **Completed Program Eligibility Certification:** The Authorized Representative signs on behalf of the Association that, to the best of their knowledge, the Association is eligible for the Program and that all information provided to the Program is true and accurate. The Association further accepts responsibility to carry flood insurance on structures within the 100-year flood plain in perpetuity and notify any subsequent owners of this requirement should the Association accept funds from the Program.
- **Completed Consent and Release Form:** The Authorized Representative signs on behalf of the Association authorizing the Program and all its vendors to obtain and review eligibility and benefit data from FEMA, SBA, insurance providers, and other relevant third parties.
- **Completed Insurance Certification:** The Authorized Representative declares on behalf of the Association the types of insurance policies held by the Association at the time of the qualifying storm. The Authorized Representative further declares the insurance claims made and settlements received as a result of the qualifying storm. Along with this certification, the Program requires a summary or schedule of all insurance policies held during the qualifying storm prepared by an insurance broker. Individual policy declaration pages may be accepted in lieu of an official summary of all policies.
- **Completed Right of Entry Form:** The Authorized Representative signs on behalf of the Association granting the Program right of entry to all common areas on the property. Depending on the Association bylaws, additional right of entry forms may be required from damaged living unit owners.

The remaining items are documents Associations need to provide as legible photocopies or electronic scans to the Program.

- **Completed Resolution of the Board to designate an Authorized Representative:** An Association must designate a single individual to act on its behalf with the Program. This individual must be given authority to sign all documents on behalf of the Association. Other individuals may be designated as alternate or supplementary points of contact. While it is not necessary that the Authorized Representative be an officer, board member, or member of the Association, the resolution should include any applicable titles. The resolution must state that it was approved by vote of the Board and must be signed by an individual other than the designated Authorized Representative. If the Authorized Representative changes for any reason after the date of application, a new resolution must be submitted. Documents signed by the former Authorized Representative do not need to be resubmitted.



- **Government Issued Identification from Authorized Representative:** Any current government-issued identification including a photograph, such as a driver's license or U.S. Passport, is acceptable.
- **Stamped Department of State Documents:** Recorded copies, bearing the stamp of the New York Department of State or Attorney General, of all offering plans, declarations of condominium, and associated amendments must be submitted to the Program in order to verify the official organization and management responsibility for the property. Affidavits accompanying non-recorded copies of the documents can be accepted on a case-by-case basis in the event recorded copies are not available or cannot be obtained in a timely manner.
- **Full Unit Roster:** The Program requires a full list of all living units and unit owners. The roster must be current when provided to the Program. The Program may request an updated roster if more than 12 months have lapsed since submitted to the Program. The roster is used to identify the current owners of damaged living units.
- **Association Bylaws:** The full current bylaws governing the Association, including all amendments, must be submitted. In the event new amendments are passed between application and closeout, they must be submitted to the Program.
- **Association Establishment Documents:** In addition to the recorded offering plan and/or declaration of condominium and the full Association bylaws, the Program requests that every Association submit their original offering plan text, including any architect or engineer descriptions of the property, site plans, or floor plans included therein.
- **Proof of Work Start Date and Completion Date:** In order to receive funding, Associations must provide documentation, such as construction contracts and pay receipts, to verify the specific repairs completed prior to the date of application to the Program. Only work that has been verified as completed prior to application is eligible for New York Rising funding.
- **Proof of Loss Statements:** The Program requires the detailed estimates supporting all insurance benefits paid to the Association in order to establish the Program Damage Estimate. The Program can request these documents directly from the insurance providers if they are incomplete and/or unavailable. If the Association experienced damages that were not covered by insurance or were excluded from their insurance loss estimates, the Association must submit similar line item documentation of these losses.



In addition to the above listed documents, the following items are required from Associations that have satisfied Program eligibility and are receiving grant funds. Other documents may be required depending on your Association's specific situation as described in the following sections.

- **Signed Grant Agreement:** The Authorized Representative must sign on behalf of the Association and submit the Program Grant Agreement prior to receiving each payment.
- **Proof of Current Flood Insurance:** If the property is located in the 100-Year floodplain, the Association must submit proof of current flood insurance at final closeout. This is in addition to the proof of insurance at the time of the qualifying storm that was collected during intake.

Damaged Unit Requirements

When an Association's storm damage includes damage to individual living units, including commonly-owned living units, certain additional eligibility requirements and forms are needed from the unit owners. The unit owners do NOT need to apply to the Program and are not considered Applicants to NY Rising; however, certain items are required to ensure full compliance with federal and local regulations.

The Association should reach out directly to unit owners to collect this information. Unit owners can choose whether to submit Program forms through their Authorized Representative or directly to NY Rising. Personal information such as social security numbers and tax information are NOT required from unit owners. Damaged unit owners are not required to participate in order for their Association to apply to the Program. However, if a damaged unit owner chooses not to participate or is found ineligible, the award amount for their unit will be deducted from the Association's overall award. Owners of non-damaged units are NOT required to submit any documentation in order for their Association to apply to the Program.

The following documents are required from damaged unit owners:

- **Benefit Certification:** The current unit owner declares all sources of repair assistance received directly by the unit owner following the qualifying storm. The unit owner further grants or denies the Authorized Representative access to review their full benefit breakdown. This form is not required of living units that are owned in common by all Association members.
- **Consent and Release Form:** The current unit owner signs authorizing the Program and all its vendors to obtain and review their personal eligibility and benefit data from FEMA,



SBA, insurance providers, and other relevant third parties. This form does not grant or deny the Authorized Representative's access to this information. This form is not required of living units that are owned in common by all Association members.

- **Proof of Primary Residence:** Per the March 5, 2013 Federal Register Notice, second homes are ineligible for assistance. Second homes, as defined by the IRS publication 936, are properties not used as the “main home” – i.e. not where an individual lives most of the time. To ensure the Program is not assisting ineligible second homes, damaged units must be a current primary residence of at least one individual or have been a primary residence at the time of the qualifying storm. Damaged unit owners are asked to provide documentary evidence that their unit satisfies this requirement via their residency or that of a tenant. Documents can include government-issued ID, utility and/or employment correspondence, executed leases, or tax returns. In the case of owners who have purchased since the qualifying storm and cannot meet this requirement, the Authorized Representative may submit documents supporting residency at the time of the storm. Please see the appendix for a complete list of acceptable documents.

Site Inspection Requirements

Site inspections by NY Rising are required to ensure the assisted areas of the property are in compliance with grant requirements and Program policies. Associations are required to provide access to all damaged areas of the property, including all damaged units, for inspections required by the Program. Areas that cannot be inspected by the Program cannot be included in the Program Damage Estimate or grant award.

Construction Status Inspection

Prior to receiving a first grant award, an inspection is conducted to determine if any areas of the property are still unrepaired. All damaged common areas and at least 25% of damaged living units must be accessed for this inspection. This inspection is performed in conjunction with the Program's review of all submitted completion date documents. Unfinished repairs and repairs completed after your date of application to the Program will not be included in your Program Damage Estimate or your grant award. You can still participate in the Program if you have unfinished repairs; however, the property must meet basic standards for habitation (decent, safe, and sanitary). If your property does not meet these standards, the Association will have to make repairs to meet basic habitability standards at your own expense prior to receiving your first grant award. A follow



up inspection will be required once the required repairs are complete prior to receiving a first grant award. Please see the appendix for decent, safe, and sanitary requirements.

Environmental Site Hazard Inspection

All areas receiving assistance are also subject to required lead, asbestos, and radon inspections to ensure that there are no hazardous conditions impacting residents. All damaged common areas and all damaged living units must be accessed for these inspections. The inspections must be scheduled no later than 30 days following the first grant agreement signing. The Program's Lead-Based Paint regulations apply only to structures built prior to 1978, and properties are subject to the radon testing only in high radon counties (high radon counties do not include Nassau, Suffolk, Westchester, Rockland and some of the northwestern & Adirondack counties).

If an active risk hazard is present, abatement is required in order to close out of the Program. Asbestos and lead may be present and not be considered an active risk hazard if the materials are present in amounts below government risk levels, if they are contained in fully intact materials, or if they will not be disturbed by normal building use. Applicants can choose to have the Program contract directly for the abatement at no cost to the Association. Successful clearance of the hazardous condition must be documented prior to close out.

Award Calculations

The Program funds grants towards the repair of eligible, storm-damaged units and common elements that were completed prior to the date of application to the Program. Awards are calculated using the Program's Damage Estimate minus any public or private assistance provided for rebuilding, otherwise known as Duplication of Benefits or DOB. Sources of DOB include assistance from any federal, state, or local government program; private insurance proceeds; and charitable contributions. The result of this calculation is referred to as Unmet Need. The Program separately calculates Unmet Need for common elements and each individual damaged living unit. Maximum award caps apply, and certain luxury items and non-residential areas of the property are not considered eligible costs under NY Rising. A list of excluded luxury items is provided as an appendix to this Guidebook.

Damage Estimate

The Program is not conducting field inspections in order to determine your storm damage. Instead, the Program is basing its estimate of total storm damage on the proof of loss statements ("POL's") used by your insurance companies. To create the Program Damage Estimate, the Program reviews



the POL's associated with all of your insurance claims. Line items associated with individual living units are grouped together in order to determine the damage to each unit separately. Line items that are not allowable under the Program's policies are either excluded entirely or substituted with a similar allowable item serving the same construction purpose. Incomplete repairs and repairs that were completed after your date of application are also excluded from the damage estimate. All adjustments (including exclusions and substitutions) are detailed in the final damage estimate report. The Program also has specific policies with respect to overhead, profit, and tax that may differ from the insurance companies' policies. The Program Damage Estimate does not consider depreciation of any damaged items.

The Program separately values the damage to common elements and living units. Damages located within specific living units and damages to items not located within the boundaries of a specific living unit but designated for the sole use of a specific living unit are considered living unit damages by the Program. This includes damages to individual, unit-specific air conditioners, hot water heaters, furnaces, and boilers. All other damages, including damages that are not able to be associated to one or more specific living units, are considered common element damages.

If you believe that your proof of loss statements do not document the full scope of damage **due to omission by the inspector as a result of policy exclusions or limits of coverage**, or if your proof of loss statements are not available, it is incumbent upon your Association to provide an equivalent to the proof of loss, supplement to an existing proof of loss, or equivalent scope of work that demonstrates the Association's damage in a form acceptable to NY Rising. Receipts or invoices for completed repairs are not considered in the Program Damage Estimate.

Duplication of Benefits

Section 312 of the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) prohibits NY Rising from duplicating any disaster recovery assistance that an Applicant received or is eligible to receive from another source for the stated purpose of housing repair as a result of a qualifying storm. Common sources of disaster recovery assistance include insurance, FEMA, SBA loans, non-profit organizations, faith-based organizations, other disaster relief organizations, and other governmental entities.

In order to comply with the Stafford Act, Applicants and Damaged Unit Owners are required to disclose all sources of disaster recovery assistance received. The Program is required to independently verify the amount of assistance received and whether the assistance is considered duplicative according to the requirements of the Stafford Act.



Some types of previously received assistance may not be deemed duplicative. Some examples include, but are not limited to: funds used for a different eligible purpose (e.g. temporary housing); funds not available to the Applicant (e.g. insurance funds to pay off mortgage directly); a private loan not guaranteed by the SBA; funds used to repair damage from a prior storm; or lines of credit available to the Applicant.

Program Award Caps

The Program has analyzed the needs of the affected communities and the availability of funding and derived the following award cap amounts and allowances:

- **Base Cap:** Your Association's overall award is subject to a \$5,000,000 cap. The combined value of all common elements and units awards cannot exceed \$5,000,000.
- **Unit Base Cap:** The award cap for individual Condo/Co-op unit repair is \$300,000.
- **Mandatory Elevation Allowance:** Associations with damaged properties within the 100-year floodplain that are found to be substantially damaged/improved are required to elevate. Any Association required to elevate is eligible for up to a \$1,000,000 increase in the base cap amount.

Disbursement Schedule

Subject to meeting eligibility and participation requirements, grant awards are disbursed to Applicants in either three or four installments. If your grant award includes both common elements and damaged units, your award will be disbursed in four installments:

- First Common Elements Payment (40% of common elements award)
- First Units Payment (40% of unit award)
- Combined Second Payment (additional 40% of common elements and unit awards)
- Combined Final Payment (remaining 20% of common elements and unit awards)

If your grant award includes only common elements or only units, your grant will be disbursed in three installments: first, second, and final payments (40%, 40%, and 20% installments). The requirements to receive each payment are provided in an appendix to this Guidebook.



Environmental Review Requirements

All properties need to go through an environmental review process to ensure that all Program-eligible repair activities comply with applicable state and federal laws. As part of the environmental review process, a site-specific Tier 2 environmental review document is created for the Association's property, which itemizes the environmental documents and conditions that must be met in order to successfully close out of the Program. Any conditions specified in the Association's Tier 2 checklist will supersede the general close out requirements described in this guidebook.

Close Out Requirements

In order to close out of the Program and receive final payment, Applicants are required to comply with all Program requirements, including all close out requirements specified in the Program's Tier 2 checklist.

Applicants whose property includes structures in the 100-year floodplain and who receive assistance from the Program are required by Federal Law to maintain flood insurance on those structures in perpetuity and notify, in writing, any future owners of this requirement. The Program requires proof, in the form of policy declarations, of current flood insurance at the time of Program close out. Associations are encouraged to memorialize this requirement in the association bylaws or other governing documents.

Special Circumstances

Clarifications and Appeals

If you disagree with the Program's determinations, you can request a further Program review by submitting a Clarification. Clarifications can only be filed to dispute the following:

- Association eligibility for the Program
- Damaged Living Unit residency
- Association or Damaged Living Unit Duplication of Benefits
- Eligible repair completion date



Customer Representatives can assist Applicants in requesting a Clarification. Once the Clarification review is complete, the Applicant will receive a Clarification Determination document indicating if there are any changes in the Program's eligibility or award determination.

Applicants that reject the determination and wish to appeal have 60 days following receipt of the Clarification Determination to complete an **Appeals Form** and email it to housingappeals@stormrecovery.ny.gov. An Applicant can only request an **Appeals Form** from a Customer Representative. The likelihood of a successful appeal is increased if additional evidence, not previously reviewed by the Program, and indicating why the Clarification Determination was incorrect, is submitted with the appeal.

Demonstrable Hardship

Applicants with a demonstrable hardship can have their case reviewed by the Program to determine if an exception to Program policy can be made. If an Applicant believes that they are in the state of demonstrable hardship and that they are unable to comply with any of the Program policies as a result of this hardship, they may present evidence of a demonstrable hardship to their Customer Representative through the clarification and appeals processes. The Program will evaluate the hardship on a case-by-case basis after review of all of the circumstances.

Substantially Damaged and/or Substantially Improved

If the Applicant's property is in the 100-Year floodplain **and** is determined to be substantially damaged by the local floodplain administrator, the Applicant is required to elevate in accordance with local code and floodplain regulations. In addition, in the event the Program Damage Estimate indicates the property may be substantially improved, the Program requires documentation in the form of a Certificate of Occupancy, Certificate of Completion, or other equivalent document from the local floodplain administrator or building authority attesting that the property was repaired in accordance with local code and floodplain regulations. This documentation is required prior to receiving any grant funds.

If the Applicant is required to elevate the property, and if the elevation is either deemed infeasible or if the Association does not wish to comply with the available method by which to achieve elevation (e.g., abandonment of a first floor), the Association will be deemed ineligible to receive any funding from the Program.



Withdrawal

Applicants that cannot or will not comply with all Program policies must withdraw from the Program and return any grant funds received. Program withdrawal can be initiated voluntarily by an Applicant or involuntarily by the Program.

Voluntary Withdrawal

An Applicant can request to withdraw from the Program at any time. Contact your Customer Representative to request a voluntary withdrawal form. Once requested, your Application is placed in an inactive status until the withdrawal form is signed and returned and all disbursed funds have been repaid. At that point, your Application is officially withdrawn and you will be sent a written notice of your final withdrawal from the Program. Applicants are not allowed to return to the Program after receiving a final notification of voluntary withdrawal.

Involuntary Withdrawal

The Program requires all Applicants to make sustained progress toward final completion and Closeout. If at any point an Association has ceased to make sustained progress or respond to Customer Representative outreach for at least 30 days, the Program has the right to initiate involuntary withdrawal. Applicants will be provided 30 days to fully resolve outstanding issues before being withdrawn from the Program. A minimum of three additional outreach attempts will be made during this time to ensure the Authorized Representative understands the situation and the path to resolution. Applicants who are not able to resolve outstanding issues within the Program's timeframe or who do not respond to the Program's outreach will be sent a written notice of final withdrawal from the Program. All previously disbursed funds must be repaid as part of the withdrawal. Requests for additional time can be made to your Customer Representative and will be considered on a case by case basis.

Recapture

If the Program determines an Applicant received benefits to which they were not eligible, the Applicant will receive a notification letter explaining why, and the amount of assistance the Applicant is responsible to repay.



Appendix 1: Allowable Damage Policies

The intent of the NY Rising Housing Recovery Program is to assist owners of residential property who sustained damage due to Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee in restoring their dwellings 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. As a result, repairs consistent with basic construction standards are considered allowable storm damage; all repairs beyond this standard are considered luxury items and are not included in applicants’ damage estimates. In addition, repairs must be directly or indirectly due to the damages received from the storm event and cannot be deferred building maintenance. Lastly, allowable repairs must be directly related to restoration of living environments; detached structures having no connection to a property’s living environments are not eligible under this Program.

The chart below provides examples of the types of program-allowable items and items determined to be beyond a basic construction standard and/or not necessary for a decent home and suitable living environment. These lists are not exhaustive. Your damage estimate will specify the items, if any, which have been determined to be not allowable and therefore excluded from the value of Program-eligible storm damage.

Examples of Allowable Items	Examples of Excluded Items
<ul style="list-style-type: none"> ▪ Drying and Clean Up ▪ Anti-microbial Treatments ▪ Lead, Asbestos, and Mold Remediation ▪ Foundation Repairs ▪ Roof Repairs/Replacement ▪ Structural System Repairs ▪ Electric Service and Wiring ▪ Heating and Hot Water Systems ▪ On-Site Plumbing and Septic Systems/Connections to Municipal Sanitary and Sewer Systems ▪ Pre-existing Cooling Systems ▪ Partition and Demising Walls to Include Stud Wall, Insulation, Drywall, and Paint/Wall Paper ▪ Exterior and Interior Doors ▪ Window Reglazing or Replacement ▪ Exterior Siding or Stucco 	<ul style="list-style-type: none"> ▪ Design Fees and Permit Fees ▪ Landscaping, Sidewalks, Exterior Parking, Irrigation Systems, Fountains, etc. ▪ Swimming Pools, Hot Tubs, Saunas, and Related Equipment ▪ Detached Structures Containing No Living Units ▪ Exterior Decks Not Providing Primary Access to One or More Living Units ▪ Solar Panels ▪ Built-in Cabinetry and Custom Millwork Outside of Residential Kitchens and Bathrooms ▪ Furniture and Other Non-Installed Décor ▪ Laundry Equipment ▪ Double Ovens, Microwave Ovens, Garbage Disposals, and Other Luxury Kitchen Appliances



<ul style="list-style-type: none"> ▪ Carpet, Laminate, Ceramic Tile or Other Similar Flooring ▪ Suspended Ceilings or Painted Drywall Ceilings ▪ Residential Kitchens to Include Cabinets, Refrigerator, Range/Oven, Sink, and Dishwasher ▪ Residential Bathrooms to Include Toilet, Vanity with Sink, Combination Tub/Shower, and Medicine Cabinet 	<ul style="list-style-type: none"> ▪ Stone or Composite Stone Countertops (Replaced with Laminate) ▪ Stone Tile Floors (Replaced with Ceramic) ▪ Hardwood Floors (Replaced with Laminate/Ceramic Tile) ▪ Tile Walls Outside of Residential Bathrooms (Replaced with Paint/Wall Paper) ▪ Spa-Grade Bathroom Fixtures (Replaced with Standard)
---	---

Appendix 2: Physical Condition Requirements for Program Close Out

In order to receive HUD grant funds for repair, all assisted areas must be decent, safe, sanitary, and in good repair. To ensure compliance, the Program requires the following minimum conditions be satisfied:

- There is no visual evidence of serious building leaks or other water intrusion.
- There is no odor indicating gas leaks.
- There is no visual evidence of serious septic tank back-ups or sewer hazards. No dye tests will be performed to evaluate compliance.
- The main path of egress from all participating units must be in good repair and free of obstacles or other trip hazards. It must be adequately lit and all doors must be operational. Where this path includes more than 3 stairs, adequate hand rails are required.
- Where elevators are present, at least one elevator must have a current inspection certificate on file indicating the elevator is fully operational.
- Where there is centralized heat, it must be in good working order. Where units have individual heating systems, all participating units must have heating systems in good working order.
- All participating units must have hot and cold running water that is free from visual evidence of serious contaminants.
- All hot water heaters must have a pressure relief valve.



- All participating units must have reliable and safe electric service.
- All participating units must have a main entry door that can be secured.
- All participating units must have at least one bathroom that includes an operational door, toilet, shower, and sink.
- All participating units are free from exposed pipe and/or wires with the exception of utility rooms/closets. Utility rooms/closets must have an operable door. Electrical panels must have an operable cover.
- All participating units must include at least one operational smoke detector on each level of the unit. If a unit includes a garage and/or utility room on a separate level with no other living areas on that level, no smoke detector is required on that level.
- There is no visual evidence of serious vermin or rodent infestations within any participating unit or the main path of egress from all participating units.

Appendix 3: Damaged Unit Residency Documentation Requirements

Submit at least **ONE** of the following items to establish primary residency for an owner or tenant of a damaged unit:

- Proof that a unit owner received FEMA Individual Assistance (IA) for the damaged unit address for the qualifying storm.
- Proof of School Tax Relief (STAR) exemption in the current year or the year of the qualifying storm.
- Government-issued identification (including driver's license) active on the date of the qualifying storm or currently active listing the Permanent Home Address as the damaged unit address.
- Proof of school registration listing the damaged unit address for the current school year or the school year of the qualifying storm.
- An executed year-round lease for the damaged unit property currently in effect or in effect at the time of the qualifying storm.
- An employment agreement currently in effect or in effect at the time of the qualifying storm that grants occupancy of the damaged unit address (such as a live-in superintendent).



- An individual Federal/NY State income tax return from the current reporting year or reporting year of the qualifying storm showing Permanent Home Address as the damaged unit address. The entire return is not required.
- An IRS Form 1040 Schedule E from an individual Federal income tax return from the current reporting year or reporting year of the qualifying storm listing the damaged unit address as a Single Family Residence and showing total Fair Rental Days.

If none of the above are available, submit at least **TWO** of the following items to establish primary residency of a damaged unit:

- Vehicle registration or renewal for current year or year of the qualifying storm or Certificate of Title issued for vehicle in current year or year of the qualifying storm that includes the damaged unit address.
- Receipt of government benefits mailed to the damaged unit address for at least one month between the three months before or after the qualifying storm or within the prior three months, including but not limited to: Social security, TANF, Medicare, NY Child Health Plus, NY Head Start, LIHEAP, NY Medicaid, NY WIC, NY SAP, NY Temporary Assistance, NY Unemployment Insurance.
- Bills or correspondence from the provider mailed to the damaged unit address documenting water, electric, gas, sewer services, or other utilities were provided to the damaged unit address for 6 months immediately preceding the qualifying storm or for last 6 months.

Unit owners and tenants may submit qualifying documents via the Association's Authorized Representative or directly to the Program via the Customer Representative. If satisfactory documents are not provided, the unit cannot be included in the Association grant. If none of the listed documents are available, contact the Customer Representative to discuss alternatives.

Appendix 4: Payment Threshold Requirements

No payments are issued until the Program verifies the Association's eligibility for NY Rising award and verifies all benefits paid directly to the association. The mid-point payment is issued once environmental hazard remediation activities are agreed to, if necessary. The final payment is issued upon final close out from the Program. Specific payment requirements are listed below.

First Common Elements Payment (40% of common elements award)



- Submit all required Association/Authorized Representative intake documents
- Completed Construction Status Inspection
- Program verified Association Duplication of Benefits
- Program prepared Damage Estimate
- Program prepared initial Tier 2 environmental review
- Program verified decent, safe, and sanitary property
- Documentation of compliance with substantial damage/improvement requirements

First Units Payment (40% of unit award)

- Submit all required Damaged Unit Owner documents
- Completed Environmental Site Hazard Inspections
- Program verified Damaged Unit Owner Duplication of Benefits

Combined Second Payment (additional 40% of common elements and unit awards)

- Agree to a program-approved site hazard remediation plan, if required

Combined Final Payment (remaining 20% of common elements and unit awards)

- Submit all current flood insurance policy declarations
- Comply with all other environmental close out requirements, if any
- Final resolution of all clarifications and appeals