



POLICY AND PLAN

Uniform Relocation Assistance

NY Rising Housing Recovery Program

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The policies stated in this manual are current as of October 2019. This manual represents the current version of the Governor's Office of Storm Recovery's (GOSR) policy which shall provide general guidance for the operation of the GOSR program. All policy manuals will be reviewed periodically and will be updated. GOSR will use its best efforts to keep all of its Policy Manuals current. Therefore, you are strongly urged to visit our website www.stormrecovery.ny.gov or to contact info@stormrecovery.ny.gov to ensure that you have the latest version of GOSR's policies. There may be times, however, when a policy will change before the manual can be revised.

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POLICY MANUAL
Uniform Relocation Assistance
NY Rising Housing Recovery Program
Version Control

Version Number	Date Revised	Description of Revisions
1.0	July 2017	Created Policy and Plan
1.1	September 2017	Installment Payments
1.2	March 2018	Payments Made on Behalf of Tenants
1.3	July 2018	Eligible Expenses
1.4	October 2019	Updaters to: relocation services, eligibility requirements, the definition of a bona fide tenant, tenant grievance procedure, permanent relocation procedures and procedures for the dissolution of a tenant household.

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1.0 Introduction

In response to the damage caused by Superstorm Sandy and other natural disasters that occurred across the nation in 2011, 2012, and 2013, the U.S. Congress appropriated \$16 billion in Federal Fiscal Year 2013 funds for the Community Development Block Grant - Disaster Recovery (CDBG-DR) program through Public Law 113-2. Every project undertaken with CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and Section 104(d) of the Housing and Community Development Act, except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 CFR part 24, and the regulations for Section 104(d) are at 24 CFR part 42, subpart C. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

1.1 Program Manual Overview

This manual is designed to outline the major policies that the State and its agents use to minimize residential displacement and provide the services required by URA and related laws within the NY Rising Housing Recovery Programs (the Program). The NY Rising Housing Recovery Programs are inclusive of the NY Rising Single Family Homeowner Program, the NY Rising Rental Properties Program, and the NY Rising Condominium and Cooperative Program. This manual is intended to serve as a resource for New York State residents and other parties interested in details of how the programs achieve compliance with URA, including basic information on who is covered, and the types of assistance offered. The manual serves as a general reference guide for administrative staff and other interested parties, which may include property owners, residential tenants, contractors, units of general local government (city and county governments) that are engaged as “subgrantees” to deliver assistance through the Program, and any non-profit organizations that are involved as “subrecipients” or consultants.

Though the *State of New York Action Plan for Community Development Block Grant Program Disaster Recovery* (Action Plan) contains details on all the NY Rising Programs, this manual only addresses requirements of URA related to the NY Rising Housing Recovery Programs as described above. This manual is not intended to describe internal program procedures that ensure the effective implementation of the policies contained in this manual. The Uniform Relocation Assistance Policy Manual and manuals for other programs is made available for public review at <http://www.stormrecovery.ny.gov>.

1.2 Residential Anti-Displacement and Relocation Assistance Plan

Consistent with the goals and objectives of the Program, along with several other disaster recovery initiatives as outlined in the State’s Action Plan, the Governor’s Office of Storm Recovery (GOSR) will take the following steps to minimize the direct and indirect displacement of tenants from their homes:

- Continuously coordinate Program activities with Applicants, Contractors, local code enforcement officials, and the tenants affected by acquisition, rehabilitation, or demolition of Program-assisted housing to provide timely program notifications and minimize displacement.
- Regularly monitor construction progress and other relevant Applicant activities, advising on matters impacting displacement and enforcing compliance with URA regulations and this Anti-Displacement and Relocation Assistance Plan.
- Allow tenants to elect to extend temporary relocation beyond 12 months in order to return to the pre-displacement dwelling.
- Where feasible, encourage tenants to return to the pre-displacement dwelling by requiring that post-relocation rents and lease terms are unchanged for a minimum of 12 months following Program activities.
- Where feasible, give priority to the rehabilitation of housing, as opposed to demolition, to avoid unnecessary displacement.
- Where feasible, demolish or convert only dwelling units that are not occupied or vacant to occupiable dwelling units, especially dwelling units that house low-to-moderate income households.

GOSR will provide relocation assistance in accordance with URA to all persons who move permanently or temporarily as a direct result of Program activities.

One-for-one replacement requirements are waived in connection with the CDBG-DR funds allocated through Public Law 113-2. This waiver exempts disaster-damaged units that meet the grantee's definition of "not suitable for rehabilitation" from the one-for-one replacement requirements. GOSR defines a unit as not suitable for rehabilitation if it is:

- a. a storm-damaged property eligible for a buyout, or
- b. a storm-damaged manufactured home in a floodway or floodplain.

The current names and contact information for individuals responsible for tracking the replacement of lower income dwelling units and for providing relocation payments and other relocation assistance can be provided upon request to the Program.

2.0 General Relocation Requirements

Program activities are limited to assistance for prospective repair, reconstruction, and mitigation of storm-damaged residential properties and reimbursement for retrospective pre-award residential rehabilitation. Prospective Program activities may result in temporary relocation or permanent displacement subject to URA.

Displacement resulting from pre-award activities is generally not considered to be undertaken for a program or project with federal financial assistance because the federal funds are not yet anticipated, meaning that URA will not apply. Therefore, Program awards that are entirely reimbursement in nature are not subject to URA.

2.1 Relocation Planning

As part of the initial application process, the Program collects basic property and project data in order to estimate the number of households to be displaced. The data collected includes:

- Property address
- Number of residential units
- Substantial damage determination

Applicants are additionally required to disclose to the Program the names and best-known contact information for all heads of household occupying subject properties during the period of Program assistance. The Applicant is responsible for notifying the Program of changes to this information that may occur between date of application and Program close out.

In conjunction with authorizing payment of grant funds to individual Program applicants, the Program conducts a project-specific review of the complexity and nature of the anticipated displacing activity, if any. This review may be revised up to final application close out as necessary to reflect changes in funded activities.

Applicants who fail to provide requested information about their construction plans and/or property occupants may be found ineligible for Program assistance.

2.2 Notifications

All notices described in this part are personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the Program system of record (IntelliGrants). Persons who notify the Program they are unable to read and understand the notice(s) are provided appropriate translations and counseling.

2.2.1 General Information Notice

As soon as feasible following the authorization of grant funds and the disclosure of persons who may qualify as displaced under URA, the Program provides a General Information Notice to persons scheduled to be displaced. All heads of household actively occupying the subject

property who are not the Applicant or Co-applicant responsible for the assistance project are presumed to qualify as potential “displaced persons” for the purposes of issuing a GIN.

The GIN discloses to households that the Program is providing assistance via federal funding subject to URA to support the rehabilitation, reconstruction, or mitigation of the property they occupy. The GIN informs recipients that the Program has a policy of zero involuntary permanent displacement and that any relocation due to funded activities should be temporary (less than 12 months). The GIN outlines the basic requirements to be eligible for URA protections, the relocation assistance offered by the Program, and the conditions under which permanent displacement might occur.

The GIN advises households NOT to relocate until advised to do so by the Program. Households that relocate after receiving a GIN without receipt of a 30-Day Notice and/or 90-Day Notice are considered to have moved voluntarily and for reasons other than Program-funded activities.

A copy of the GIN is additionally provided to the Applicant. The cover letter reminds the Applicant of their responsibility to comply with all URA requirements in order to receive Program assistance.

2.2.2 Notice of Non-Displacement – No Relocation Required

All households receiving a GIN that will not need to relocate to complete Program activities are provided a Notice of Non-Displacement – No Relocation Required. Every effort is made to provide the Notice in a timely manner following the review and approval of the Program activities and Applicant-provided relocation plan. Once provided with a Notice of Non-Displacement – No Relocation Required, a household is determined to not qualify for URA assistance unless the Program activities are significantly altered.

2.2.3 Notice of Non-Displacement – Temporary Relocation Required

All households receiving a GIN that will need to relocate for periods up to 12 months to complete Program activities are provided a Notice of Non-Displacement – Temporary Relocation Required. Unless extraordinary conditions have been identified and approved during the initial scope and relocation plan review, the Program limits all displacement due to funded activities to temporary relocation.

2.2.4 30-Day Notice

Households being temporarily relocated are provided a minimum of 30-days’ notice of the date by which they must vacate to allow Program activities to continue.

Applicants may not knowingly create an emergency situation (failing to inform the Program of project plans, disconnecting utilities, restricting access and egress with construction staging, etc.) requiring households to vacate with less than 30-days’ written notice from the Program. Households may choose to relocate at any point after receipt of the 30-Day Notice up to the date provided by the Program with no loss of URA eligibility.

If the Applicant's project plans are delayed, the Program may choose to provide a revised 30-Day Notice to impacted households with a new relocation date. If households have been unable to secure relocation housing with the Program's assistance by the relocation date, the Applicant must delay project activities until suitable housing can be secured.

2.2.5 Notice of Eligibility

The Program provides households a Notice of Eligibility as soon as feasible following the determination that the household will qualify as "displaced persons" as defined in 49 CFR 24.2(a)(9) and validating the household satisfies the eligibility requirements specified in Section 2.4. Households receiving a Notice of Eligibility retain the right to return to their original home following the completion of Program activities in lieu of receiving permanent relocation assistance.

The Program requests households receiving a Notice of Eligibility indicate their relocation preferences in order to support accurate relocation planning and market analysis. Preferences are non-binding and do not affect the household's eligibility for URA assistance and services.

2.2.6 90-Day Notice

Households that qualify as "displaced persons" as defined in 49 CFR 24.2(a)(9) and who have been provided a Notice of Eligibility are provided a minimum of 90-days written notice of the earliest date they may be required to permanently relocate. This date may also be used by the Program as the earliest date to terminate temporary relocation assistance.

The Program provides information on three comparable replacement dwellings and the maximum amount of replacement housing payments available to the household along with the 90-Day Notice.

Households may relocate and/or initiate a claim for relocation assistance at any point after receipt of the 90-Day Notice up to the relocation date provided by the Program with no loss of URA eligibility. Households have up to 12 months from the date of the 90-Day Notice to occupy a replacement dwelling for which they wish to claim relocation assistance.

2.3 Relocation Advisory Services

The Program provides relocation advisory services to all displaced persons and all non-displaced persons who must temporarily relocate from assisted properties. Limited advisory services are additionally provided to Program Applicants and households not required to relocate to ensure notifications are received and applicable policies are clearly understood.

Dedicated Relocation Specialists are available to answer any questions about the Uniform Act and the Program's relocation policies and procedures. All communication, whether in person, on the phone, or via email, is recorded in the Program's system of record. Individual household information is kept confidential to all parties other than the household, unless disclosure is authorized in advance by the household. The Program does not provide legal advice or intervene in landlord/tenant or other similar disputes.

2.3.1 Household Intake Meeting

The Program meets with all households required to relocate to determine their relocation needs and preferences. Whenever possible, this meeting is conducted in person. The meeting is coordinated with the delivery of the 30-Day Notice and/or 90-Day Notice. Households receiving both notices are entitled to more than one face to face meeting. The meeting may be conducted prior to delivery of the 30-Day Notice or 90-Day Notice when a relocation date is not yet known but is anticipated to be within the next 60 or 120 days as appropriate.

The purpose of the intake meeting is to:

- Ensure that all applicable notices described in Section 2.2 have been provided and understood by the household.
- Describe the relocation process to the household, including the procedures for submitting expense claims and receiving payments.
- Explain the eligibility requirements for each type of available assistance, including any applicable payment calculations and limitations.
- Collect documentation from the household to be used to validate their eligibility and amount of assistance.
- Collect information on the specific features of the household's current dwelling and their relocation needs with respect to accessibility, transportation, and community.
- Collect demographic data from the household to be included in the Program's reporting of assisted persons.

2.3.2 Comparable Replacement Housing

The Program continually reviews the rental housing market in order to be able to identify comparable replacement dwellings for households that are required to relocate. Households are encouraged to review the rental housing market and notify the Program of preferred properties. No household is required to relocate until at least one comparable replacement dwelling is made available to them. If a household is required to relocate more than once due to Program activities, including potentially renegotiating lease terms due to changes in the expected duration of relocation, the Program will identify comparable replacement housing for each required relocation.

In order to be identified as comparable, a dwelling must be functionally equivalent to the displacement dwelling. The term "functionally equivalent" means that it performs the same function and provides the same utility. It does not require the replacement dwelling to include all the same features of the displacement dwelling.

At a minimum, a comparable dwelling must be able to adequately house the entire household being relocated. This includes providing any medically necessary accommodations required by any member of the household. To the extent feasible, the Program may consider the following additional factors in determining a unit's comparability:

- Distance from the displacement dwelling
- Household neighborhood preferences

- Rental cost relative to the market
- Length of lease and other rental terms

A dwelling is considered to be made available to the household if the household is informed of its location and the household is able to successfully negotiate a lease within a reasonable period of time, should they so choose. If a household does not attempt to negotiate a lease within a reasonable period of time and the unit is subsequently leased to others, additional comparable replacement dwellings may be made available to the household at the Program's discretion. A reasonable period of time is generally understood to be at least 30 calendar days.

In the event the Program fails to identify and make available at least two comparable replacement dwellings for temporary relocation and at least three comparable replacement dwellings for permanent relocation, the reasons for offering fewer units must be documented.

The Program will provide transportation to the identified properties upon request. The Program may also assist households with completing rental applications and satisfying other requirements of the lease negotiation process. The Program does not provide legal advice to households.

2.3.3 Decent, Safe, and Sanitary (DSS) Inspections

The Program conducts an in-person inspection of all relocation dwellings occupied by assisted households to ensure decent, safe, and sanitary (DSS) conditions. This inspection may be conducted prior to negotiating a lease or after occupying the dwelling. When a dwelling is subject to a substantially similar inspection by another assisting agency, the Program may elect to rely on the results of the other agency's inspection. There is no limit to the number of inspections the Program will perform per household.

Should a dwelling fail the initial inspection, the property owner will be given the opportunity to cure the identified issues within a reasonable period of time and request a follow up inspection. Should the issues persist upon reinspection and/or if the household so requests, the Program will work with the household to identify an alternate relocation dwelling.

2.3.4 Moving Assistance

The Program regularly communicates with households to ensure they are adequately preparing to relocate by the relocation date. This includes confirming the household is making adequate plans to move and/or store their personal property. Referrals to counseling and other sources of assistance that may be available may be made to households that appear to be having difficulty adjusting to the relocation or preparing to move.

Upon request, the Program can provide households with a list of licensed moving and storage companies in their local area. This does not constitute an endorsement or recommendation by the Program of any particular company listed.

Particularly when cash flow may be an issue, the Program may organize moving and storage services on the household's behalf. Such actions must be authorized by the household.

2.3.5 Expense Claim Assistance

The Program routinely communicates with relocated households to encourage eligible claims are submitted in a timely manner. Where necessary and requested, the Program may provide assistance collecting appropriate expense documentation and filling out all necessary claim forms. Households are ultimately responsible for submitting all payment claims to the Program within required timeframes.

2.3.6 Government Housing Assistance

For households that may be eligible for government housing assistance and qualify as "displaced persons", the Program will advise the household on the requirements and procedures, including the applicable timelines to coordinate with the Program's relocation date, to obtain such a long-term rent subsidy. These requirements may be considered in the Program's evaluation of comparable replacement dwellings. It is ultimately at the household's discretion to pursue and obtain this assistance.

For households receiving government housing assistance at the displacement dwelling, the Program will work with the household and their assigned case manager to coordinate a transfer or pause in the existing assistance during the relocation period.

2.3.7 Applicant Advisory Services

As a condition of receiving Program assistance, Applicants agree to comply with URA. Applicants must disclose to the Program all households occupying the assisted property and must coordinate construction plans with the Program to ensure households receive proper notification and relocation services. The Program's applicant advisory services focus on supporting Applicants in their compliance efforts.

The Program may assist Applicants in properly disclosing property occupants and construction plans. In order to maintain accurate records, the Program may request periodic updates of this information from the Applicant. The Program may also request the Applicant's assistance in contacting property occupants. Refusing to provide the requested information and/or assistance may be considered a violation of URA that would result in the Applicant being found ineligible for Program assistance.

Should an Applicant have a new household occupy the property after the date of application to the Program and prior to substantial completion of Program activities, the Program requests the Applicant provide a Move In Notice during negotiations that states the household may be required to relocate and that they will not be eligible to receive URA assistance. A sample Move In Notice is provided to all Applicants to facilitate notification. Failure to properly notify households moving into the property after the date of application may be considered a violation of URA that would result in the Applicant being found ineligible for Program assistance.

The Program does not interfere in the Applicant's efforts to enforce legally agreed upon occupancy terms. However, Applicants must keep the Program informed of all potential and actual eviction proceedings as they occur to ensure proper documentation and notification of the household's loss of URA eligibility. Failure to adequately inform the Program in advance may result in the loss of Program eligibility if the eviction appears to have been undertaken in order to clear the property for construction. The Program requests that all households in delinquency be given at least 30 days to cure the issue before the Applicant proceeds to legal eviction.

2.4 Household Eligibility Requirements

In order to be eligible to receive URA assistance, a household must be:

- *Distinct from the person(s) or entity responsible for the application to a NY Rising Housing Recovery Program.* A household is considered distinct if it can document that it does not share a housing unit with the Applicant or Co-Applicant. In addition, the household's occupancy of the housing unit must be the result of an arm's length transaction with the Applicant, Co-Applicant, and/or other authorized property representative.
- *Actively occupying a housing unit within a property receiving Program assistance at the time funded rehabilitation or reconstruction activities are scheduled to commence.* All households occupying assisted properties on the date of application to the Program must be allowed to renew their occupancy through the duration of Program assistance. Households whose occupancy begins after the date of application are similarly protected unless they were provided a proper Move In Notice at the beginning of their occupancy.
- *Required to relocate from the housing unit for a minimum of 1 day in order to complete the Program activities.* Relocation is considered to be required if Program activities in the unit or other parts of the property will result in the housing unit not being decent, safe, and sanitary for habitation for a period of time exceeding 8 hours. This includes restriction of unit access and egress as well as provision of utilities.
- *Legally entitled to occupy the housing unit.* All household members are presumed to be in lawful occupancy unless the household or specific household members have been evicted for serious or repeated violation of material terms of the lease or occupancy agreement. Such an eviction must be supported by a judgement issued by an applicable State or local court of law.
- *Lawfully present in the United States.* A household must certify the number of household members that are citizens or nationals of the United States and that are aliens lawfully present in the United States. The Program may provide assistance to additional household members provided they are the legal guardian, custodian, or caretaker of at least one U.S. citizen, national, or qualified alien.

In the event a household that would otherwise be required to relocate is determined to be ineligible for URA assistance, the Program notifies the household in writing of its determination. Notification is personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the Program system of record. Households may appeal the Program's determination. Applicants are advised to delay relocation and construction plans while any such appeal is pending.

2.5 Non-Responsive Households

In the event a household does not readily respond to the Program's outreach and notifications, the following good faith efforts must be made to locate and contact the household.

If the GIN is returned to sender:

- The Program makes a minimum of three requests from the Applicant for revised and/or additional contact information for the household.
- The Program performs individual and location searches on Lexis Nexis using all available name and address combinations for the household.
- The Program performs general internet and white pages searches for the household to the extent feasible given the information provided by the Applicant.

If none of the above leads to successfully locating the household and delivering the GIN, the household is considered non-responsive and the Program will make no further attempts to provide notifications to the household.

If a household that is required to relocate ceases to respond to Program outreach and/or notifications prior to the relocation date, the Program confirms with the Applicant that the household continues to occupy the property. If so, outreach and notifications continue until the household becomes responsive or can be documented as non-cooperative as described in Section 2.6. If the household has already vacated the property, the Applicant is responsible for documenting to the Program that the move was voluntary and unrelated to Program activities and/or providing active contact information for the household to the Program.

In all other cases, a household can be found non-responsive following:

- A minimum of two attempts to contact the household using last known contact information that result in no meaningful reply. If the household is relocated from a property that was substantially damaged, a minimum of four attempts is required.
- At least one request from the Applicant for updated contact information or other assistance contacting the household that does not produce new information and/or a response from the household.

In the event that a non-responsive household subsequently contacts the Program, communication, advisory services, and payments will resume without penalty.

2.6 Non-Cooperative Households

Households subject to relocation must cooperate with the Program in order to receive URA assistance and payments, including vacating the assisted property in a timely manner. Households that fail to cooperate and vacate the property in a timely manner may be subject to eviction to allow the Program activities to proceed.

The Program expects households to relocate within the timeframes provided in the 30-Day Notice and/or 90-Day Notice or to have notified the Program of a serious issue affecting their ability to relocate within the established timeframe. In most cases, such notification is made in the form of an appeal of a Program determination (see Section 7.0) or a reasonable accommodation request (see Section 6.0). All relocation expectations are suspended while an appeal or reasonable accommodation request is pending.

In the event a household that the Program has determined qualifies as “displaced persons” as defined in 49 CFR 24.2(a)(9) fails to vacate the assisted property by the established relocation date (extended as appropriate by appeal and/or reasonable accommodation determinations), the household may be evicted “for the project” without penalty to the Applicant. The household retains their entitlement to relocation assistance and payments, provided a suitable permanent dwelling is occupied and payment claims are submitted within required timeframes. Legal fees incurred in the eviction, if any, are not URA eligible expenses.

In the event a household that does not qualify as “displaced persons” as defined in 49 CFR 24.2(a)(9) fails to vacate the assisted property by the established relocation date (extended as appropriate by appeal and/or reasonable accommodation determinations), the Program will continue to identify and make available comparable replacement dwellings for the household. When notifying the household of available comparable replacement dwellings, the Program will additionally request that the household supply their plans to relocate within the next 30 days. Households that fail to relocate or provide a revised relocation plan following at least two such Program requests over a period not less than 30 days following the established relocation date, may be considered non-cooperative and may be evicted “for the project” without penalty to the Applicant. Such households are additionally considered to have waived all rights and entitlements available to them under URA.

2.7 Waiver of Relocation Assistance

The Program recognizes that households may choose to not receive the relocation assistance or benefits provided by URA. Households may waive their rights and entitlements by signing a written statement that specifically identifies the assistance and payments the household has chosen not to accept. The statement must also clearly show the household has been informed of the assistance and payments they are entitled to receive. Once a household waives their rights in this way, the Program ceases all communication with the household with respect to the assistance and/or payments so waived.

Should a household become eligible for different assistance or payments following a waiver, the Program informs the household of the changes to their eligibility in writing. The household may

choose at that time to pursue the new assistance and payments or they may again elect to waive their rights and entitlements. A new written and signed statement is required to waive their rights to the new assistance and payments.

The Program never encourages households to waive their rights or entitlements under URA.

3.0 Temporary Relocation

In keeping with the Program's anti-displacement plan, Applicants must plan to complete all funded rehabilitation and reconstruction activities within 12 months. Program funds are also not to be used for changes in the use or occupancy of assisted properties or to enrich the Applicant. As a result, the Program presumes that all relocation due to Program activities, excluding unforeseen conditions and special exceptions, will be temporary in nature.

3.1 Eligible Expenses

The Program reimburses households that are temporarily relocated for all reasonable out-of-pocket expenses incurred in connection with the relocation. In order to receive reimbursement, the household must submit applicable source documentation to support the cost incurred. In addition, the household must provide proof of occupancy, or intent to occupy, a decent, safe, and sanitary dwelling adequately sized to accommodate all occupants. Relocation expenses beyond the parameters outlined in this manual must be pre-approved by the Program prior to the household incurring the cost. Relocated households may be responsible to bear any cost not approved by the Program in advance.

3.1.1 Increased Housing Costs

The Program pays the difference between the actual rent plus utility costs incurred at the temporary unit and the rent plus average annual utility costs incurred at the displacement dwelling. Actual rent costs are capped by the Program based on the costs of comparable replacement dwellings available at the time of relocation and appropriate to the length of relocation anticipated. Where a household receives a monthly housing subsidy, the amount of the subsidy is subtracted from the contract rent amount when determining the increased housing cost. The Program may also cap base housing costs at 30% of household income for low to moderate income households.

For relocations of less than one month, the increased housing cost is pro-rated by the number of days relocated. In the event a household relocates to a hotel or other similar accommodation, hotel costs must be necessary and reasonable for the area in which they are located.

The Program pays increased housing costs from the effective date of the occupancy agreement for the temporary unit through the date the occupancy agreement is effectively terminated to return to the displacement dwelling, unless the return occurs after the permanent relocation date provided in a 90-Day Notice. In the event the household does not return to the displacement dwelling, or returns after the permanent relocation date provided in a 90-Day Notice, increased housing costs are paid through the earliest of:

- The date the household waives their right to temporary relocation payments;
- The return home date the Program provided to the household;
- The date the household occupies a permanent replacement dwelling; and
- The permanent relocation date provided in a 90-Day Notice.

In the event household members relocate separately, the total payment to all household members combined will not exceed the difference between the maximum replacement housing cost

established by the Program plus combined utility costs incurred at each temporary unit and the rent plus average annual utility costs incurred at the displacement dwelling. No single household member will receive payment greater than the difference between the individual's actual costs incurred at the temporary unit and their share of the rent plus average annual utility costs incurred at the displacement dwelling. The Program establishes the maximum replacement housing cost based on the assumption that the entire household will relocate together regardless of when the Program is informed of the household's actual relocation plans.

3.1.2 Other Monthly Out-of-Pocket Expenses

The Program pays the following monthly out-of-pocket expenses incurred during the period of relocation, except as noted. Households are not required to have increased housing costs to receive payment for other monthly expenses.

- *Meal Allowance.* In the event a household relocates to accommodations where kitchen access is not feasible (a hotel, etc.), the Program pays a daily food allowance according to the New York State Comptroller meal allowance for employee travel as established by the U.S. General Services Administration (GSA): <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Children ages 12 and under will receive 75% of the daily meal allowance established by GSA.
- *Transportation Allowance.* If a household member's commute to work and/or school increases by more than 30 miles, the Program pays a transportation allowance of \$375 per month. The allowance is paid for each household member experiencing a commute increased by more than 30 miles.
- *Pet Fees.* For households that include pets, the Program pays monthly pet fees not included in the monthly rent up to the lesser of the monthly rent for the temporary unit and the maximum replacement housing cost established by the Program. The Program may also pay pet boarding costs in the event pet-friendly accommodations are not available for all or part of the relocation. One-time pet boarding costs incurred during moves to or from the temporary unit may be paid in addition to recurring monthly pet fees for the temporary unit. Pet boarding costs may not exceed \$40 per day.
- *Parking.* In the event a household relocates to a location where parking is not available free of charge, the Program pays monthly parking fees up to the lesser of the monthly rent for the temporary unit and the maximum replacement housing cost established by the Program. For households that paid for parking at the displacement dwelling, the Program pays the difference between the parking costs at the temporary unit, up to the Program maximum, and the parking costs incurred at the displacement dwelling.
- *Community Assessment Charges.* In the event a household relocates to a community that charges residents a mandatory assessment, access, and/or amenity charge, the Program pays the charges assessed. The Program does not pay for elective amenities unless the

charge is necessary to achieve accommodations functionally equivalent to the displacement dwelling.

- *Storage Costs.* Households may elect to store personal property that cannot be easily accommodated at the temporary unit. The Program pays monthly storage costs incurred provided the storage contract does not pre-date the relocation from the displacement dwelling.

The period of relocation begins on the date the household vacates the displacement dwelling and continues through the date the household returns to the displacement dwelling, unless the return occurs after the permanent relocation date provided in a 90-Day Notice. In the event the household does not return to the displacement dwelling, or returns after the permanent relocation date provided in a 90-Day Notice, the relocation period ends on the earliest of:

- The date the household waives their right to temporary relocation payments;
- The return home date the Program provided to the household;
- The date the household occupies a permanent replacement dwelling; and
- The permanent relocation date provided in a 90-Day Notice.

3.1.3 Moving Expenses

The Program pays the actual moving costs incurred by the household to move to the temporary unit and return to the displacement dwelling. Households are encouraged to use an insured, licensed mover to limit the liability of property lost, stolen, or damaged in the process of moving. The Program additionally pays actual costs incurred for moving supplies to support self-moves or commercial moves. The Program may request three quotes from professional moving companies in order to establish a maximum eligible cost for a self-move.

In the event a household is required to move from one temporary unit to another (due to changes in the duration of relocation, DSS conditions, etc.), the Program additionally pays for the move to the new temporary unit. The Program does not pay for moves during the relocation period that the household makes voluntarily.

In addition to moving costs, the Program pays the following actual costs incurred in each eligible move:

- Supplies and/or services to clean the unit being vacated according to occupancy terms
- Utility disconnection/reconnection
- Telephone reconnection
- Cable/Internet reconnection provided the household maintained the services at the displacement dwelling
- Fees, up to one month's rent at the unit being moved into, paid to licensed real estate brokers to support the negotiation of occupancy terms and agreements
- Application fees required by the temporary unit being moved into, plus a reasonable number of alternative potential temporary units

3.1.4 Lease Termination Charges

The Program has determined that there is limited comparable replacement housing available in Program areas for occupancy terms of less than 12 months. The Program therefore pays reasonable termination charges associated with households breaking 12-month occupancy agreements to return to the displacement dwelling upon completion of Program activities. The Program also pays reasonable termination charges incurred when the Program requires the household relocate to a new temporary unit prior to the conclusion of the occupancy term. Termination charges incurred to voluntarily relocate to any property other than the displacement dwelling are ineligible expenses.

The Program coordinates with households and temporary landlords to limit termination charges to the extent feasible to no more than two months' rent at the temporary unit. The Program may further limit the amount paid when the rent at the temporary unit exceeds the maximum replacement housing cost established by the Program.

3.1.5 Security Deposits

Due to the presumed temporary nature of the relocation, the Program advises Applicants to retain applicable security deposits throughout the relocation. To assist households with the cost of securing a temporary unit without receipt of their security from the displacement unit, the Program pays refundable security deposits for the temporary unit. The amount of any security deposit payment shall not exceed two month's rent at the temporary unit, unless additional security is required to obtain market-rate housing for low to moderate income households.

To ensure such funds are ultimately returned to the Program, the Program requires that the household and the landlord of the temporary unit execute a rider to the temporary lease. The rider states that the security deposit, less the amount of any damages caused by the tenant, will be returned directly to the Housing Trust Fund Corporation (HTFC) at the conclusion of the household's occupancy of the temporary unit.

3.2 Ineligible Expenses

Applicants are not eligible to receive any payments under URA for the assisted property. This includes compensation for lost rental income during the relocation period. Relocated households are not entitled to payment for any of the following expenses:

- The cost of moving any structure or other real property improvement to the displacement dwelling in which the household reserved ownership
- Interest on a loan to cover moving expenses
- Personal injury
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Program
- Expenses for searching for a replacement dwelling other than fees charged by a licensed real estate broker
- Costs for storage of personal property on real property already owned or leased by the household,

- Refundable utility deposits

3.3 Relocation Duration and Return Home

Households are provided a minimum of 30 days' notice to relocate from the displacement dwelling. The availability of comparable replacement housing may delay relocation beyond 30 days. Applicants may not undertake activities that impede the household's access to the dwelling, the habitability of the dwelling, or the general safety of the property until the household has fully relocated to a temporary unit or the Program has found the household non-cooperative per Section 2.6.

The Program estimates the relocation duration based on the funded scope of work at the time of relocation. Estimated durations may be used for planning purposes, including evaluating the suitability of replacement housing options. Regardless of the estimated duration, temporary relocation will continue until Program activities are complete and the displacement dwelling is returned to decent, safe, and sanitary condition or the household is permanently relocated, whichever occurs first. A household is permanently relocated following the relocation date provided in a 90-Day Notice even if the household has not vacated the temporary unit. Applicants and/or authorized property representatives may not collect rent for the displacement dwelling from relocated households.

The Program relies on the Final Inspection to establish that Program activities are complete, and the property meets decent, safe, and sanitary standards. Once a passing Final Inspection is performed, the Program notifies relocated households in writing to return to the displacement dwelling within 30 days. This Return Home Notice is personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the Program system of record. A copy of the Return Home Notice is also provided to the Applicant to facilitate return occupancy negotiations.

In extraordinary circumstances, a household may be permitted to return to a property that has not had a passing Final Inspection, provided the dwelling meets decent, safe, and sanitary standards. Under no circumstances is a household permitted to occupy a dwelling that fails to meet decent, safe, and sanitary standards.

Applicants are required to grant relocated households new occupancy agreements upon return for a period not less than 12 months. The occupancy terms, including cost and all pre-relocation amenities, must be unchanged from the pre-relocation terms throughout the 12-month return period. Households must be allowed the opportunity to replace non-returning household members in order to maintain the pre-relocation household size; however, the Applicant and/or authorized property representative retains the right to vet any proposed new occupants according to applicable State and local laws. Return occupancy agreements must be submitted to the Program for review.

If the household elects not to pursue or fails to negotiate return occupancy terms by the communicated return home date through no fault of the Applicant, Co-Applicant, and/or

authorized property representative, the dwelling may be advertised for occupancy at market rates without Program restrictions.

3.4 Payments

Households are required to document their relocation from the displacement dwelling and occupancy of decent, safe, and sanitary accommodations prior to receiving URA payments. In the event that the household is unable to finance the relocation activity until reimbursement without undue hardship, the Program may advance payments using cost estimates upon receipt of documentation supporting the intent to relocate. Any funds advanced in this manner must subsequently be reconciled to actual costs incurred and supported by documentation of occupancy.

The Program encourages households to submit expense documentation on an ongoing basis throughout relocation. The Program issues URA payments weekly to households who have submitted appropriate documentation of eligible expenses. The Program maintains records of the total amount of URA payment made to each relocated household throughout the duration of relocation. At the conclusion of the relocation, the household is asked to acknowledge the total amount of payment received as their complete and accurate assistance claim. Upon receipt of this acknowledgement, the Program closes the household's file and the household may not submit any additional expenses for payment.

All payments are issued to the relocated household unless the household authorizes the Program in writing to make payments to a third party on their behalf. Payment made to third parties are made in the same manner as payments made directly to the tenant. The Program provides written confirmation to households throughout relocation of all payments made on their behalf to third parties. The Program prefers to make relocation housing payments and security deposit payments directly to the landlord or leasing entity when all parties consent. Households may authorize a one-time or recurring payment to a third party for any eligible expense.

4.0 Permanent Displacement

Program policies strive to achieve zero involuntary permanent displacement. Applicants who purposely circumvent these policies in order to displace occupants are ineligible for Program assistance and may be additionally responsible for the costs incurred by the Program to permanently relocate households adversely impacted by their actions. This manual concerns permanent displacement that is triggered by allowable Program activities.

4.1 Allowable Displacing Activities

Within the parameters of the NY Rising Housing Recovery Programs as outlined in the State of New York Action Plan for Community Development Block Grant Program Disaster Recovery (Action Plan) and further defined by the Program's policy manuals, grant agreements, and other governing documents, there are limited allowable activities that may result in households qualifying as "displaced persons" as defined in 49 CFR 24.2(a)(9). Each individual case may be subject to Program review before authorizing the permanent displacement of households. Generally, the following are considered to be extreme and unforeseen conditions that continue to merit Program funds despite triggering permanent displacement.

- Properties subject to mandatory elevation or reconstruction that are unable to obtain building permits and/or zoning approval to return the same number of living units to the property as prior to the qualifying event. This can also include cases where accommodations required by the occupying household are not able to be incorporated into the project plans.
- Projects requiring relocation that exceeds 12 months, due to no fault on the part of the Applicant. No fault delays can be caused by resource shortages, approved scope changes, recognized instances of contractor fraud or other demonstrated hardships. Displaced households continue to have the right to return as an alternative to permanent displacement up through the completion of Program activities.
- Permanent relocation from an assisted property due to incomplete and/or inaccurate notifications about relocation, provided the Applicant fully cooperates with all Program efforts to contact the impacted households.

In addition, the Program supports voluntary permanent displacement when the total payments for replacement housing are less than the limits specified in 49 CFR 24.402(a).

4.2 Eligible Expenses

The Program provides displaced persons with replacement housing payments and reimbursement for reasonable moving and other related out-of-pocket expenses. Except as specified in Section 4.2.2 when providing down payment assistance, the Program requires proof of occupancy of a decent, safe, and sanitary dwelling adequately sized to accommodate all occupants prior to issuing replacement housing payments. In order to receive reimbursement, the displaced person must submit applicable source documentation to support the cost incurred.

Expenses beyond the parameters outlined in this manual must be pre-approved by the Program prior to the household incurring the cost. Relocated households may be responsible to bear any cost not approved by the Program in advance.

4.2.1 Rental Assistance

Displaced persons who occupy a replacement rental dwelling within 12 months of the permanent relocation date may receive rental assistance calculated as 42 times the difference between the monthly rent and cost of utilities at a comparable replacement dwelling identified by the Program and the base monthly rental at the displacement dwelling. In the event the monthly rent and cost of utilities at the actual replacement dwelling is less than the costs estimated for the Program's identified comparable replacement dwelling, the displaced person may only receive 42 times the difference between the actual monthly costs and the base monthly rental.

The base monthly rental is the average monthly cost for rent and utilities at the displacement dwelling for the 12 months prior to relocation for Program activities. In the event the average monthly cost for rent is less than the fair market rent for the same period of time, the Program uses the fair market rent to determine the base monthly rental. When the displaced person's average monthly gross income at the time of relocation is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs, the base monthly rental is 30% of the average monthly gross income.

In the event that a household qualifying as "displaced persons" as defined in 49 CFR 24.2(a)(9) is residing separately at the time they become displaced persons, the household may elect to resume co-habitation or continue to reside separately with no adverse impact to their eligibility for URA assistance. Should the Program be informed of a desire to continue residing separately, or in the event select household members waive their rights to URA assistance, the Program identifies comparable replacement dwellings adequately sized to accommodate each separate component of the former household. The rental assistance is also calculated individually for each separate component of the former household according to the comparable replacement housing and base monthly rental costs incurred by those specific members of the former household.

4.2.2 Down Payment Assistance

Displaced persons may elect to purchase a home. In such instances and when the purchase occurs within 12 months of the permanent relocation date, the Program provides down payment assistance equal to the maximum amount of rental assistance due to the displaced person according to Section 4.2.1, assuming selection of the Program's most comparable replacement dwelling.

The full payment must be applied to the purchase price of the replacement dwelling and related incidental expenses. Therefore, the Program prefers to issue such payments in conjunction with the displaced person closing on the purchase of the replacement dwelling. Where such coordination is not feasible, the Program ensures payment will reimburse the displaced person for out-of-pocket costs incurred prior to or at the time of closing.

4.2.3 Gap Housing Assistance

In the event a displaced person became displaced while temporarily relocated due to Program activities, the Program may provide gap housing assistance up until the point at which the displaced person identifies a permanent replacement dwelling. If the displaced person fails to identify a suitable permanent replacement dwelling within 12 months of the permanent relocation date, all gap housing assistance will terminate and the claim will be administratively closed by the Program. Written notification is provided to the displaced person that their claim has been closed due to failing to identify and occupy a permanent replacement dwelling within the timeframe established by the Program.

The amount of gap housing assistance payments equals the amount of increased housing costs due to the displaced person according to Section 3.1.1 plus any other documented out-of-pocket costs that are not eligible permanent relocation expenses but are eligible for Program reimbursement according to Section 3.1.2. Gap housing assistance payments are not temporary relocation assistance and are therefore considered installment payments against the displaced person's total replacement housing payment.

Gap housing assistance payments are not to exceed the maximum amount of rental assistance due to the displaced person according to Section 4.2.1, assuming selection of the Program's most comparable replacement dwelling. Low to moderate income displaced persons may receive gap housing assistance payments in excess of the maximum as determined in Section 4.2.1, up to the maximum established by 49 CFR 24.402(a). In the event the cost of the selected replacement housing results in a final replacement housing payment amount that is less than the total amount of gap housing assistance provided to date, the Program does not require repayment of funds.

4.2.4 Moving Expenses

Displaced persons are entitled to receive payment for moving expenses determined in one of the following ways:

- Reimbursement or direct payment of commercial, licensed and bonded movers.
- Reimbursement of actual costs incurred to complete a self-move. Self-moving expenses may include packing supplies, equipment rental fees, and reasonable transportation costs.
- Fixed payment for moving expenses based upon the most recent edition of the Fixed Residential Moving Cost Schedule approved by the Federal Highway Administration. Documentation supporting occupancy of the replacement dwelling is required to receive a fixed payment for moving expenses.

4.2.5 Other Related Expenses

The Program pays the actual costs incurred by displaced persons, except as otherwise noted, for the following related relocation expenses. All claims must be supported by appropriate expense documentation and submitted to the Program within 18 months of the permanent relocation date provided in the 90-Day Notice or the date the replacement dwelling was occupied, whichever is earlier.

- *Move Out Cleaning.* The documented cost of supplies and/or services to clean the dwelling being vacated according to occupancy terms.
- *Packing/Unpacking.* The documented costs for packing, crating, unpacking, and uncrating supplies and services required for the move to the permanent replacement dwelling. Actual costs may not be reimbursed to displaced persons receiving fixed payment for moving expenses.
- *Storage.* Total cost incurred to store personal property for a period not to exceed 12 months from the permanent relocation date provided in the 90-Day Notice or the date the replacement dwelling is occupied, whichever is earlier. Insurance required by the storage contract is also reimbursable.
- *Residential Re-establishment Charges.* Any additional fees charged to disconnect and reconnect household appliances and other specialized personal property. Non-refundable utility termination and establishment charges are also reimbursable.
- *Broker Fees.* Fees, up to one month's rent at the unit being moved into, paid to licensed real estate brokers to support the negotiation of occupancy terms and agreements
- *Application Fee.* Any application fees required to secure the selected replacement dwelling, plus a reasonable number of alternative potential replacement dwellings.
- *Security Deposit.* To facilitate displaced persons successfully negotiating occupancy of replacement dwellings, the Program may pay the amount the security deposit for the replacement dwelling exceeds the amount of security deposit returned from the displacement dwelling. Security deposit payments may not exceed two month's rent at the replacement dwelling.

4.3 Ineligible Expenses

Applicants to NY Rising Housing Recovery Programs cannot be displaced from the property for which they submitted an application. Displaced persons are not entitled to payment for any of the following expenses.

- The cost of moving any structure or other real property improvement to the displacement dwelling in which the household reserved ownership
- Interest on a loan to cover moving expenses
- Personal injury
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Program
- Expenses for searching for a replacement dwelling other than fees charged by a licensed real estate broker

- Costs for storage of personal property on real property already owned or leased by the household
- Refundable security and utility deposits except as provided in Section 4.2.5

4.4 Payments

The payment schedule is determined by the type of assistance being provided. With the exception of down payment assistance, all replacement housing payments are issued in at least two installments with final payment reserved until the Program can document continued occupancy at the selected replacement dwelling for a period not less than 3 months. Down payment assistance may be issued in a single lump sum coordinated with the closing on the purchased home. To the extent feasible, payment for moving and other related out-of-pocket expenses is combined with a replacement housing payment following receipt of adequate documentation of costs incurred.

In the event that the household is unable to finance relocation until reimbursement without undue hardship, the Program may advance payments using cost estimates upon receipt of documentation supporting the intent to relocate. Any funds advanced in this manner must subsequently be reconciled to actual costs incurred. No payments are issued prior to the displaced person receiving a 90-Day Notice with a relocation date.

All payments are issued to displaced persons unless the person authorizes the Program in writing to make payments to a third party on their behalf. Payment made to third parties are made in the same manner as payments made directly to the tenant. The Program provides written confirmation to displaced persons of all payments made on their behalf to third parties. To close their claim, displaced persons are asked to acknowledge the total amount of payment received. Upon receipt of this acknowledgement, the displaced person may not submit any additional expenses for payment.

5.0 Fair Housing

NY Rising Housing Recovery Programs fully comply with all U.S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination during the implementation of any NY Rising Housing Recovery Program. Households who believe that they have suffered illegal discrimination should contact the Program immediately for review and assistance in filing a complaint with the HUD Office of Fair Housing and Equal Opportunity. Section 7.0 outlines the Program's URA appeals process.

6.0 Reasonable Accommodations

In certain circumstances, displaced households may require a reasonable accommodation in order to fully benefit from temporary or permanent relocation activities undertaken in conjunction with Program activities. Households who require a reasonable accommodation should contact the Program at **1-844-9NYRISING**.

The Program follows GOSR's Language Assistance Plan (LAP) to ensure fair and meaningful access to URA services for households with Limited English Proficiency (LEP) and/or are hearing impaired.

7.0 Appeals

Applicants to NY Rising Housing Recovery Programs as well as households associated with assisted properties have the right to appeal Program determinations with respect to URA eligibility, services, and/or payments. Applicants wishing to appeal a URA-related determination should refer to the policy manual governing the specific NY Rising Housing Recovery Program of their application for guidance on contesting Program determinations. All households subject to relocation due to Program activities are provided a written copy of the Program's policies for appeals of URA-related determinations. Households not required to relocate may obtain a written copy of the Program's appeals policies upon request.

Households have the right to appeal the following Program determinations:

- Eligibility for URA assistance, including the requirement to relocate
- Amount of relocation or other related expense payments
- Timeframe to exercise rights and entitlements of URA, including relocation timeframes

In addition, households may file an appeal to allege deficiencies in the Program's relocation assistance advisory services as defined in 49 CFR 24.205(c) and the Program's governing documents. Acceptance of Program services and/or payments does not limit a household's right to appeal.

Households may make an appeal request in writing or verbally. Households are encouraged to include any statement of fact or other material which they feel has a bearing on the appeal. Program representatives may assist households in their appeal submission. Appeals must be made within the following timeframes:

- Appeals concerning eligibility for URA assistance and/or the amount of URA payment must be requested within 60 days of the date of the Program determination being contested.
- Appeals concerning an alleged failure to provide appropriate housing referrals in accordance with 49 CFR 24.204 (Availability of comparable replacement dwelling before displacement) must be requested within 30 days of the date the contested dwelling(s) was made available or the household was provided a notice to relocate, whichever is later.
- All other appeals must be requested within 60 days of the event or notification being contested.

While the Program is reviewing a household's appeal, any pending relocation is suspended unless continued occupancy constitutes a substantial danger to the health or safety of the occupants or the public. Following the Program's review of the appeal, a letter with the Final Determination is sent to the household. If applicable, the letter will address revisions resulting from the appeal to the relocation timeframe.

If the determination is in the household's favor, the letter will outline how the household can expect to receive revised determinations, services, and/or payments. If the Program does not grant the full relief requested, the letter informs the household of their right to seek judicial review of the Program's determination.