

**Town of Winthrop
RENTAL RELIEF PROGRAM
OPERATING GUIDELINES FY2020-21**

&

Agreement for Assistance

PROGRAM OVERVIEW

As a result of the pandemic and subsequent economic downturn, most communities across the Country have been adversely affected. The net effect for those living on the edge of poverty has been devastating. Many residents from the Town of Winthrop have been displaced from employment as a result of the pandemic; some residents have contracted the illness and others have lost their job as a result of pandemic restrictions, thus income has been lowered and in some cases eliminated.

This initiative is intended for those residents of Winthrop who have been adversely affected by the pandemic and are unable to pay rent or mortgage. Although there are basic eligibility criteria that must be met to receive assistance, the Town of Winthrop government remains sensitive to the needs of those who are suffering from financial hardship and will make every effort to assist those who need help furnishing documentation.

Clearly, the pandemic has changed the social, economic, and cultural fabric of the Town and with it has caused the closure of some local business. Increasingly, residents are unable to cover the cost of housing and basic necessities, such as food, and face the prospect of eviction, whether through the conventional legal system or informal process. Without immediate help, through forms of housing relief, residents will be confronted with the prospect of foreclosures and evictions. Whereas the eviction moratorium has concluded, we sense even more so the urgency for residents to receive assistance to prevent displacement from housing, thus causing an even greater strain on local resources.

The purpose of this initiative is to prevent displacement from housing.

- 1) provide direct financial assistance for rent arrearages to low- and moderate-income households allowing them to sustain housing conditions that are in danger due to the outbreak of the novel coronavirus;
- 2) eliminate evictions that threaten the health and safety of the occupants.

The Rental Relief Program is administered by the Town of Winthrop Board of Health Department via a contracted program administrator. The Program can pay rent arrearage to avert displacement from housing. Future rent obligations are not eligible. The Program consists of direct grants, equivalent to 3 months of payments or \$4,000, whichever is less, paid on behalf of eligible households, coupled with landlord engagement. This is a temporary program, designed to respond to exigent circumstances that threaten the health and wellbeing of low-income residents.

PROGRAM ELIGIBILITY CRITERIA

The Town of Winthrop Rental Relief Program primarily serves low- or moderate-income households who have been adversely effected by the Covid pandemic. Eligible applicants may qualify for funding if their annual gross household income is at or below 50% of the Area Median Income, as set forth by the U.S. Department of Housing and Urban Development for the Boston-Cambridge-Quincy-NH FMR Metro Area.

Eligibility for funding is determined after the complete application is received and reviewed by the Program staff, and should not be understood as a guarantee for approval. Program staff will inspect all applications for completeness.

Failure to submit a complete application with all required supporting documentation would result in the disqualification of an applicant.

The Department reserves the right to seek additional documentation, if obtaining such documentation is reasonably necessary to determine income limit compliance and program eligibility.

The Program has the following criteria for eligibility:

- Income Qualification and Guidelines: The income limits set forth for this program allow households with gross household income up to 50% of the Area Median Income;
- Residency: The program is available exclusively for Winthrop residents who are renters. Under no circumstances shall this section be waived, modified, or altered;
- Landlord Information: Applicants shall supply complete, true, and accurate information pertaining to whom they submit rental payments to monthly. Applicants shall submit the name, address, and contact information for this party. This could be their landlord and/or property management company, the master lease holder, or the property owner. If an applicant is selected for a funding award, they, along with their landlord, will be notified. For instances involving subleases, the Department will correspond directly with the applicant;
- Evidence of Monthly Rent: Applicants shall furnish and supply a copy of the lease agreement or an equivalent governing their stay in the dwelling unit. At the discretion of the Department and program staff, a certified letter, signed by the entity from whom they rent the housing unit, may supersede a lease. This substitution may only be made after receiving explicit, written authorization from program staff;

INCOME LIMITS

In order to act as a safeguard for residents gravely impacted by COVID-19 and the corresponding economic decline, and in alignment with the priorities set out in selected criteria.

Program funds shall be limited to current Winthrop residents whom reside in rental housing units. In alignment with the eligibility chart where income limits will be set at 50% of the Area Median Income, based on the U.S. Department of Housing and Urban Development's 2019 Income Limits for the Boston-Cambridge-Quincy, MA area.

Below are the current 2021 income limits for Winthrop based on 50% of median income:

Household Size	50% AMI Low Income
1	\$34,161
2	\$40,561
3	\$46,961
4	\$53,361
5	\$59,761
6	\$66,161
7	\$72,561
8	\$78,961

HOUSEHOLD: All the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.

Income Verification

- Household income will be verified by Program staff by examining the all sources of household income that must be reported and self-certified, under the pains and penalties of perjury, by applicants. Applicants shall report on gross household income of all members of the household over the age of 18, including all income derived from assets, public benefits,

divorce, alimony, and other sources, as instructed on the self-certification form. The Town reserves the right to examine all sources of income, such as employment, retirement, rental, and any other income source, etc. The determination of eligibility will be based upon the gross annual income and/or recent paystubs of the applicants' household.

- Household income is defined as follows. For purposes of income eligibility, all persons and residents are considered household members.

Household Income is defined as the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of certification of income.

Upon documentation, projected household income is determined and compared to the published HUD Income Limits to identify low-income persons. The application will be used to collect data on household composition, income, and asset sources. Program staff will prepare and date a Household Income Worksheet prior to release of a commitment letter and a grant agreement.

- Household income shall be defined as the income of all household members, 18 years and older, who are not full-time students. To be "Income-Eligible", applicant household(s) must have total household incomes that do not exceed the limits established by HUD as listed above.

APPLICATION PROCEDURES

The application forms necessary to apply for the Rental Relief program are available through the Town email address established for this program and other online resources. The applicant must supply all information required to submit a complete application. At a minimum, a complete application shall consist of:

A complete application is defined as a (i) signed and dated application form, containing the responses to all mandatory questions, (ii) a signed copy of the program policies, (iii) a copy of a lease or certified letter verifying the applicant's rent obligation, and (iv) a signed and dated household income self-certification form.

To objectively and transparently carry out this program, applications shall not be accepted after the deadline set by the Department, if a limited window of time is specified for an application. The Department may find it advantageous to afford applicants the ability to file applications on a rolling basis. In that case, they shall announce the availability of the program on a rolling basis.

It is expected that applications will be received, clocked in, and checked for obvious errors and omissions. The Program staff will consult with the applicant regarding issues as well as other errors, discrepancies, or missing information on the application. Subsequently, Program staff will conduct a preliminary examination of the application to ensure completeness, conformance

with the household income limits, and adherence to all program policies.

GRANT TERMS AND CONDITIONS

Applicants that are selected shall receive a commitment letter, which will serve as the formal Notice of Award, whereupon they will be formally referred to as a Grantee. A Notice of Award will be transmitted to the Grantee's landlord or master lease holder, unless such notification is deemed as a risk to the health and safety of the Grantee.

The Grantee and/or the Grantee's landlord or master lease holder must submit a W9 for the recipient of grant funds. Grant funds shall be directly disbursed to the landlord.

Subsequently, the Department shall draft and collate a Grant Agreement containing the terms and conditions of the grant award. Unless expressly waived by the Department, the Grantee, landlord, and City shall mutually execute the Grant Agreement. In certain cases, the Department may waive, either fully or partially, this clause if it's deemed to endanger the health and safety of the Grantee.

Total Grant Disbursement: The maximum allowable grant disbursement will be equivalent to three (3) months of a Grantee's rental obligation, or \$4,000, whichever is less. Under no circumstances shall this limit be exceeded. Applicants may receive assistance from subsequent rounds, should they continue to be eligible and new applications must be submitted each round.

Disbursement of Funding: The Department or a designated agent shall disburse grant funds directly to the landlord, except in certain cases involving complex subleasing arrangements. Prior to disbursement, the applicant shall supply the Town with a W9 for their landlord, allowing the Department to internally set up a vendor account. A grant agreement, signed by the Grantee and the Town, shall be executed prior to the disbursement of grant funds. The disbursement of grant funds to the Grantee under this Agreement shall only be made after (i) the Department has approved the application associated with the Project; and (ii) the Grantee has furnished to the Department evidence of compliance with all program policies and applicable local, state, and federal laws. At the discretion of the Department, funds can also be distributed in installments.

Rent Arrearage: Funding from this program will address past rent delinquencies.

Anti-Displacement: By executing the Grant Agreement and accepting funding from the Program, the landlord shall not undertake any form of eviction proceedings, including, but not limited to, furnishing a 14 day notice to quit, initiating a summary process, and/or carrying out the physical removal of a household and/or their physical belongings through physical removal, the changing of locks, and verbal and/or physical acts of coercion, abuse, and other forms of threatening behavior. This agreement will be for a minimum of six months.

DISPUTE RESOLUTION PROCESS

Should a dispute or difference of opinion arise between the tenant and the landlord, the contracted Emergency Rental Relief Program Administrator is available, as an impartial third party with experience and leasing knowledge, who can assist in arbitrating the dispute. Although it is preferred for the tenant and landlord to resolve any disagreements that might arise over the course of the emergency rental assistance program work between themselves, it is important that either the tenant or the landlord contact the contracted Emergency Rental Relief Program Administrator immediately, should they prefer assistance in resolving the dispute.

PROGRAM GRIEVANCE PROCEDURES

Persons dissatisfied with or aggrieved by administrative or operations decisions made during the grant cycle will have access to the following complaint resolution hierarchy:

1. Persons aggrieved should prepare an appeal in writing specifying the nature of the complaint and suggested remedies, if applicable, and submit it to the Emergency Rental Relief Program. If the complaint involves a decision to deny, modify, or set conditions on assistance or benefits, the person(s) making the complaint will establish his or her standing to appeal the decision. "Standing" is limited to individuals who applied for and were denied assistance or were otherwise required to meet certain requirements that had the effect of denying assistance. The contracted Program Administrator will respond to a written complaint within 15 days of receiving it and may hold a meeting with any persons involved to attempt to resolve the complaint. The decision of the contracted Program Administrator is final.
2. Administrative actions that are not eligible for appeal include a denial of assistance based on an applicant's household income exceeding the permissible limits, fraudulent or misleading income representations, and requests for types of assistance not funded by the Program.

EQUAL OPPORTUNITY POLICY

It is the policy of the Town of Winthrop to carry out the Program as effectively as possible and without regard for race, color, creed, religion, national origin, ancestry, sex, age, children, marital status, immigration and citizenship status, sexual orientation, gender identity, disability, public assistance, or rent-subsidy status. This Program shall be carried out in conformance with all local, state, and federal equal opportunity laws and affirmatively further fair housing by proactively addressing racial, ethnic, economic, social, and cultural disparities and inequities.

CONFLICT OF INTEREST

The Town of Winthrop shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, elected official, and/or employee of the Town, or its designees, or agents, and no member of the governing body of the locality who exercises any function or responsibility with respect to

the Program during his tenure or for (1) year thereafter shall have an interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this program.

ANTI-DISPLACEMENT AND RELOCATION

Permanent, non-voluntary displacement of households benefiting from the program will not occur under any circumstances.

OTHER CERTIFICATIONS

Because the grant pool funds are limited, not all applicants can be serviced.

The Town of Winthrop is an equal opportunity agency providing services to eligible persons without regard to race, national origin, sex, sexual orientation, immigration status, age, or handicap.

TERMINATION

The Town of Winthrop has the right to reject the Rental Relief Program application or terminate any agreement if a participant is found to be in violation of any conditions set forth in these guidelines.

SIGNATURES & CERTIFICATIONS

I, the applicant, have read and I understand the Rental Relief Program Guidelines and I will retain a copy of these guidelines as part of the application package.

Applicant Signature

Co-Applicant Signature (if applicable)

Printed Name

Printed Name

Address of current residency

Address of current residency

Date

Date