

## Home Investment Partnerships Program (HOME) Certification and Assurances

The Applicant hereby assures and certifies that they possess legal authority to apply for HOME funds and to execute the proposed program and the governing body has duly adopted or passed an official act of a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the Applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

The Applicant further certifies that it will administer the program according to the following guidelines, and requirements, and **further certifies/assures that as an Applicant for HOME Investment Partnerships Program funds, it understands that:**

\_\_\_\_\_ All aspects of this program must comply with the HOME regulations as cited in 24 CFR Part 92, the Consolidated Plan, the Action Plan and any other local, state and/or federal rules and regulations that are applicable.

\_\_\_\_\_ Applicant will comply with 12 CFR Part 202 regarding Equal Credit Opportunity.

\_\_\_\_\_ Applicant must ensure that the project promotes fair housing and work to affirmatively further fair housing.

\_\_\_\_\_ All projects must comply with CFR 24 Part 58 Environmental Regulations regarding activity within a floodplain.

\_\_\_\_\_ KHC assigns to Applicant the responsibilities of 24 CFR Part 35 and Recipient is the designated party for all lead-based paint compliance issues.

\_\_\_\_\_ Applicant must comply with 31 CFR Part 285 regarding the debarment of delinquent debtors from obtaining federal loans or loan insurance or guarantees.

\_\_\_\_\_ Applicant must comply with Section 3 and will make every effort to hire low-income individuals from the community.

\_\_\_\_\_ Applicant must immediately report to KHC any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 24 CFR Part 84 and or 85, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds.

\_\_\_\_\_ Applicant is responsible for retaining legal counsel on any legal matter pertaining to the administration of the project.

\_\_\_\_\_ All households assisted must be income-eligible based on the anticipated gross income as determined by the Section 8 method of income qualification (24 CFR Part 5.609) which includes income and assets verification.

\_\_\_\_\_ Applicant must use including, but not limited to, the mortgage, promissory note, and deed restriction.

\_\_\_\_\_ Applicant is responsible for ensuring that HOME units are properly insured during the construction/ rehabilitation process and throughout the term of affordability.

\_\_\_\_\_ All new construction and reconstruction plans and specifications must be approved by KHC.

**I hereby certify that**, to the best of my knowledge and belief, the information in this application is true, accurate and complete and the governing body of the Applicant has duly authorized this document.

Failure to provide complete and accurate information during the application process and/or failure to comply with attributes pledged on the application or in any other KHC program may result in rejection of the application and Applicant being barred from further participation in the HOME Investment Partnerships Program.

The undersigned hereby makes application to Kentucky Housing Corporation for HOME funds. The undersigned agrees that KHC and any of its directors, officers, employees or agents will be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever in nature or type directly or indirectly resulting from, arising out of or related to acceptance, consideration and approval or disapproval of such application.

The undersigned certifies that they and all members of the development team are in good standing and neither they nor any member of the development team are named on any suspended or debarred lists with any state or federal agency.

The undersigned understands that KHC, in order to effectively administer the HOME Program, may require additional information and/or documents from time to time throughout the application, construction and affordability periods. The undersigned agrees that, upon receipt of a reasonable request, such additional information and/or documents will be promptly sent to KHC. The undersigned further agrees that upon receipt of a reasonable request, representatives of KHC will be permitted to enter the project premises to conduct inspections.

The undersigned understands that KHC, may, at its discretion, award an amount of funds less than that requested by the Applicant, reserves the right to reduce or limit professional fees, and reserves the right to recapture funds if applicable deadlines are not met by the Applicant or if KHC determines that the recipient is not making timely progress on the project.

The undersigned acknowledges that the undersigned Applicant has read and understands the provisions of the HOME program regulations, KHC's HOME and AHTF Policy Manual, KHC's CHDO Manual, the applicant's application for funding, the grant agreements, and as detailed by the federal regulations governing the HOME program, and agrees that the proposed project will be performed in compliance with the same. The undersigned further certifies that he or she is duly authorized to execute this instrument.

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Signature of Authorized Agency Representative and Title

Date

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Signature of Board Chairman

Date