



Housing and Community Development
268 Lawrence Street, Suite 200
Marietta, GA 30060
Daphne Bradwell, Manager
770-794-5437

**CITY OF MARIETTA
HOUSING REHABILITATION PROGRAM**

Temporary Relocation Assistance Policy
For
Owner Occupied Residential Single Family Housing
Rehabilitation and Lead-Based Paint/ Asbestos Abatement

DEVELOPED: JUNE 2015

WHEREAS, the City of Marietta Community Development Block Grant Program Office, herein referred to as the [CDBG Program Office], has been allocated Community Development Block Grant (CDBG) funds for the purpose of carrying out housing rehabilitation, lead-based paint abatement and asbestos removal programs within the City of Marietta, in compliance with eligible activity requirements of the CDBG Program rules and regulations; and

WHEREAS, CDBG funds may be used for temporary relocation payments and assistance to persons who are temporarily relocated by an activity that is not subject to the displaced person requirements found at 24 CFR Part 570.606, and where such relocation payments are available because the recipient has low to moderate income and is voluntarily participating in a housing rehabilitation program.

WHEREAS, the CDBG Program Office deems it in the best interest of owners who participate in the above program to develop a written Temporary Relocation Assistance Policy (Policy) that provides for limited relocation assistance for those owners who must move out of their homes for temporary periods of time due to the nature of work performed.

NOW, THEREFORE, BE IT RESOLVED by the CDBG Program Office, representing City of Marietta, Georgia Government, that the relocation assistance and guidelines for such assistance for owners receiving housing rehabilitation, asbestos removal or lead paint abatement services be established as follows:

The CDBG Program Office, under this Policy, provides certain temporary relocation assistance that makes available financial aid to owners who voluntarily apply for consideration for assistance under the CDBG Program Office's voluntary owner rehabilitation or under the CDBG Program Office's voluntary lead-based paint abatement or asbestos removal program.

The eligibility of an owner for relocation assistance is determined by the CDBG Program Office on a case-by-case basis. The CDBG Program Office will consider requests from certified lead-based paint and asbestos inspectors, the city Building Inspector and the homeowner.

The CDBG Program Office will **assure that the temporary relocation will be at least a three-day (two-night) period** [Note: A temporary move that only requires the owner/family to vacate the housing unit for a two-day/one night period is not eligible for temporary relocation assistance under this Policy].

Participation by the owner in the rehabilitation, asbestos removal, or lead-paint abatement program is voluntary. Therefore, relocation assistance is made available to all eligible owners who agree to the conditions outlined below. By signing the **TEMPORARY RELOCATION ASSISTANCE APPLICATION FORM**.

The owner understands and accepts the CDBG Program Office's conditions and benefits.

Policy Statement

In conjunction with a planned housing rehabilitation or reconstruction project, this Temporary Relocation Assistance Policy and its benefits are applicable to, and made available to, all income eligible owner occupants who volunteer to participate in the CDBG Program Office housing rehabilitation, asbestos removal and lead-based paint abatement programs which require temporary relocation assistance.

Terms and Conditions for Temporary Relocation Assistance

An owner/family who currently occupies their housing unit and is determined to be income eligible to receive financial aid under this Policy may request temporary relocation assistance under the following terms and conditions:

- 1) The CDBG Program Office determines that continued occupancy of the housing unit while work is underway may expose the owner/family to a threat to their health and safety.
- 2) The CDBG Program Office determines that it is in the best interest of the owner and family members to vacate the housing unit for a certain period of time to remove this threat.
- 3) The CDBG Program Office has determined that the temporary relocation will be at least a three-day (two-night) period.
- 4) The CDBG Program Office has determined that moving furniture and other personal items from the house is necessary to facilitate repair/construction work and eliminate potential damage or health related issues.

Types of Temporary Relocation Benefits Available to owners

There are several forms of temporary relocation assistance that the eligible owner can request. The CDBG Program Office will make the determination whether to approve the requests of owner occupants. Requests can also come from the CDBG Program Office housing staff, the owner, or the general contractor. The types of temporary relocation assistance are as follows:

- 1) **Temporary Lodging Accommodations** - If it is determined by the CDBG Program Office that a owner and family cannot remain in the house due to the nature of the rehabilitation or lead-based paint abatement work, and it is determined that the owner has no appropriate place (such as with a relative or friend) to stay temporarily, the CDBG Program Office will reimburse the owner at the rate of **\$70/day for the time period the owner is required to be out of their home; plus a weekly Technology Fee (not to exceed \$5.00) to cover the costs of internet, local and long distance calls . Any hotel/motel reservations shall always be made in the name of the owner, not the CDBG PROGRAM OFFICE. Any assessment for damages to the hotel room will be the responsibility of the owner to pay.** The CDBG Program Office will make available information on good quality, reasonably priced extended stay and short stay motel/hotels throughout the County that may be able to accommodate the program participants' needs and keep lodging expenses at a minimum. Contractors will be required to stay on schedule to minimize temporary relocation costs. General contractors doing the housing repair work will be held accountable for excessive relocation expenses incurred beyond the construction completion deadline under the liquidated damages provision of their contract with the owner. Contractors will not be penalized for delays due to poor weather, unexpected change orders, and other unavoidable circumstances.
- 2) **Stays at Other Locations (NO DIRECT FEE OR RENT)** - If it is determined by the CDBG Program Office that an owner and family cannot remain in the house due to the nature of the rehabilitation, asbestos removal or lead-based paint abatement work, and it is determined that the owner prefers to make arrangements other than with a motel, hotel, or extended stay facility, the CDBG Program Office will reimburse the owner at the rate of **\$25/day for the time period the owner is required to be out of their to cover the cost of food, additional travel, and other costs associated with being out of their .**
3. **Temporary Storage Expenses** - When it is necessary due to the nature of the housing rehabilitation or lead-paint abatement housing work to remove/relocate furniture or other personal items from the house, the CDBG Program Office will require that the owners oversee and be responsible for identifying and signing for items moved. At the request of the owner, the CDBG Program Office housing staff will provide to the owner a list of County approved storage companies that can provide necessary storage containers on-site. The owner will select the most reasonably priced storage vender to be used. The storage vendor will always enter into an agreement with the owner, not the CDBG Program Office. The owner stores goods at his./her sole and exclusive risk and assumes liability for damages resulting thereto. The CDBG Program Office does not provide insurance coverage for owner's property stored in the unit. The owner is responsible for providing his/her own insurance coverage or assume self-insurance and the associated risks. The CDBG Program Office does not

provide financial assistance for owners to obtain insurance for any personal items stored in the unit. The owner also accepts the responsibility to weekly inspect the interior and exterior of the unit to assure the unit is in good working condition. The CDBG Program Office is not liable for damages to the owner's furniture or other personal items located inside the storage unit.

It is the responsibility of the CDBG Program Office staff to minimize the amount of storage time and service needed. Vendors will submit invoices on a monthly basis to be paid by the CDBG Program Office. General contractors doing the housing repair work will be instructed that they can be held responsible for excessive storage costs, if they do not complete their work in a timely fashion according to the construction schedule. If the owner can't move his/her contents into the storage container, the CDBG Program Office will, at the owners request, include this moving expense in the work write-up to be done and this activity will become a part of the total bid of the General Contractor.

- 3) **Disabled owners** - Any appropriate relocation function deemed reasonable by the CDBG Program Office as regards accommodating the needs of disabled owners, can be pursued at a cost of **no more than \$70 a day.**
- 4) The CDBG Program Office can also take any action that it determines is necessary to assist each owner with their temporary move (e.g., a letter to a mortgage company on behalf of the applicant to confirm the nature and duration of the move; a letter to utility companies or to service providers; intervention on the applicant's behalf regarding any identified fair housing issues; or other areas the CDBG Program Office may deem appropriate).

Lead Based Paint [LBP]/Asbestos Abatement Work

The CDBG Program Office will ensure the appropriate measures, as per HUD regulations, are taken to provide adequate safety for owners where houses are undergoing lead-paint / asbestos abatement work. **The CDBG Program Office will determine if relocation of a owner is needed on all lead-paint /asbestos abatement projects.**

Definition of Abatement (24 CFR 35.1325):

“Abatement means any action that is designed to permanently remove lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, permanently encapsulating or enclosing the lead-based paint, replacing components that have lead-based paint (such as windows), and removing or permanently covering lead-contaminated soil.”

Relocation is Required in CDBG Rehabilitated Housing That May Contain LBP

Section 35.1345 of the LBP rule states that temporary relocation is required when: (1) the work will not disturb lead-based paint or lead-based paint or asbestos hazards; (2) only exterior work is being conducted and openings to the interior are closed during the work and lead-free entry to the dwelling is provided; (3) the interior work will be completed in 8 hours, the work sites are contained to prevent dust release into other areas, and no other health or safety hazards are created; or (4) interior work will be completed in 5 consecutive days, work sites are contained, no other health or safety hazards are created, work sites and areas 10 feet from the containment are cleaned at the end of each work day, and occupants have safe access to sleeping, kitchen and

bathroom facilities. Safe access to sleeping areas, bathroom and kitchen facilities do not require that such facilities be provided in the same unit. Such facilities can be provided in another convenient location in many instances, thereby avoiding an unnecessary relocation of residents. The term "interior work" refers to work in a single room. At no time can occupants be permitted into the work sites until after work is complete and clearance, if required, has been achieved.

Furthermore, per 24 CFR 35.1345 (2) occupants (owners) shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that **does not have** lead-based hazards. As such, any temporary facility (motel/hotel substitute residence) must have been built after 1978 to ensure compliance with this regulation.

The activities outlined in this Policy, which is funded in whole or in part with funds received through the CDBG and Programs funded by the United States Department of Housing and Urban Development (HUD), are still subject to all applicable Federal laws, regulations and rules for CDBG and funded projects. Furthermore, any recipient of CDBG and funds is entitled to all rights and protections afforded by the Federal laws application to such HUD funded projects.

Approved by:

Daphne Bradwell, Manager
City of Marietta Housing and Community Development



TEMPORARY RELOCATION ASSISTANCE APPLICATION

I have fully read and understand the Temporary Relocation Assistance Policy offered by the City of Marietta Community Development Block Grant Program Office, herein known as the CDBG Program Office.

I understand the conditions, restrictions and relocation assistance stated in the Policy.

I understand that to be eligible for this Policy, I must own and occupy my home, and must be declared eligible by the CDBG PROGRAM OFFICE to receive assistance under this voluntary Policy.

APPLICATION CERTIFICATION

I (we) understand fully the conditions, restrictions and assistance stated in the Policy and do certify that my request to participate in this Policy is a voluntary act.

I (we) certify that the temporary relocation assistance offered by this Policy is needed, and that by signature below, I/we hereby request the assistance available under this policy be provided.

Owner Name: _____ Address: _____

Phone Number: _____

Applicant Signature

Applicant Signature [Spouse]

This document was executed this the _____ day of _____, 201__.

OFFICE USE ONLY

_____ This applicant has been determined ineligible to receive assistance available under the CDBG Program Office's Temporary Relocation Assistance Policy for the following reason(s):

_____ This applicant has been determined eligible to receive assistance available under the CDBG Program Office's Temporary Relocation Assistance Policy as outlined below:

_____ Daily Per Diem Rate (effective Jan. 1, 2015):

_____ a. \$70/day for Stay at a Hotel/Motel, **or**

_____ b. \$25/day for Stay at other than a Hotel/Motel/Extended Stay Facility

CDBG Program Office Manager

Date