

NOTICE TO PROCEED WITH CONSTRUCTION

(Date)

Project: _____

You are hereby notified to commence work in accordance with the Agreement dated *(insert date)* on or before *(insert date)* and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore *(insert date)*.

A notice of Start of Construction and all required pre-construction documents must be submitted to the Public Body no later than one (1) day prior to commencement of work.

Sincerely,

Signature of Authorized Official

Title: _____

ACCEPTANCE OF NOTICE

Acknowledged by

Prime Contractor

BY: _____
Signature

Title

Date

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Appendix
32A

**Preliminary Acquisition Notice/
HUD Brochure**

(Date)

Ms. Elizabeth Richards
4134 Lilac Avenue
Belmar, Virginia 99901

Re: Preliminary Acquisition Notice

Dear Ms. Richards:

This is to inform you that the City of Belmar has determined to acquire your property on Petunia Avenue (Lot 8, Block 6, Palmer Extension) to be used for the construction of a sheltered workshop.

A brochure describing your rights and the City's procedures for acquiring property is enclosed for your information. If you have any questions, please call Mr. Garcia Lorca at City Hall at 441-4841.

The City will be hiring an independent Appraiser to appraise your property. You have the right to accompany him on his inspection of the property if you wish to do so. A letter inviting you to accompany him will be sent by the Appraiser at least five (5) days prior to his visit.

Sincerely,

Garcia Lorca
Public Works Director

Enclosure: *When A Public Agency Acquires Your Property* Brochure

NOTE: THIS NOTICE AND ALL OTHER SUCH NOTICES TO OWNERS ARE TO BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR HAND DELIVERED AND RECEIPT DOCUMENTED.

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**WHEN A PUBLIC AGENCY ACQUIRES YOUR
PROPERTY**

(From U. S. Department of Housing and Urban Development)

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only

after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

HUD-1041-CPD (3/2005)
Previous Edition Obsolete

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(Date)

Ms. Elizabeth Richards
4134 Lilac Avenue
Belmar, Virginia 99901

Re: Invitation to Accompany Appraiser

Dear Ms. Richards:

I have been requested by the City of Belmar to prepare an appraisal of your property on Petunia Avenue. I will visit the property on *(insert date)*. If you wish to accompany me, please phone me at 441-4705 or TDD:711 to arrange a mutually convenient time.

Sincerely,

Michael Lavender
Senior Appraiser

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After reviewing the appraiser's supporting data and documentation, it is my recommendation that the \$5,000 established as fair market value for the purchase of Lot 8, Block 6, Palmer Extension is sound and accurate. The appraiser's report is complete and the methods utilized conform with recognized appraisal practices.

The appraisal report documents the determination of fair market value through:

A. Cost Approach

The appraiser estimated the value of the land through the search for vacant land sales. She/He compared land sales with six recent land sales, then adjusted for time and points of difference. All mathematical computations are accurate and were reached using sound judgment.

B. Market Data Approach

The appraiser searched the sale of sixteen properties of which three were comparable to subject property. The Factual Data report is accurate. The sales were adjusted for points of difference.

The qualifications of the appraiser are excellent. Accurate maps and photographs are included in the report.

(Date)

(Signature of Review Appraiser)

(Address)

(Telephone Number)

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STATEMENT OF THE BASIS FOR THE DETERMINATION OF JUST COMPENSATION

Description and Location of Property - The City of Belmar proposes to purchase land on Petunia Avenue (Lot 8, Block 6, Palmer Extension) from owner Elizabeth Richards at 4134 Lilac Avenue, Belmar, Virginia.

Purpose of Purchase - The City of Belmar intends to use the whole parcel for the construction of a sheltered workshop.

Improvements - No improvements have been made to the property.

Declaration of Offer - Based on the two appraisals, the City of Belmar hereby makes you an offer in the amount of \$5,000 for the purchase of your property. This offer is for the fair market value of your property and does not include any consideration of decrease or increase in value attributable to the project for which it is being acquired.

Definition of Fair Market Value - "Fair Market Value is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used."

Appraisal Techniques - Two major techniques, cost approach and market data approach, were utilized to determine the fair market value of this property.

Cost Approach -

*Land:

To estimate the value of the land, the market was searched for vacant land sales which might throw some light on the value of subject land.

Market Data - To estimate the value of the property by this approach, the market was searched for sales of properties in the area which might throw some light on the value of subject property by comparison.

After adjusting these sales, approximately six comparable properties, for time and points of difference, the indicated value of subject property, by comparison, is \$4,500 - \$6,000.

(Signature of Authorizing Official)

(Date)

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(Date)

Ms. Elizabeth Richards
4134 Lilac Avenue
Belmar, Virginia 99901

Re: Written Offer to Purchase

Dear Ms. Richards:

This will serve to introduce Ms. Julie Powell, who represents the City of Belmar, Virginia, in the capacity of Community Development Coordinator, and who will discuss with you the acquisition by the City Government of the property which our records indicate is owned by Elizabeth Richards. This property is required for the construction of the proposed Sunny Days Sheltered Workshop.

We have had the property appraised by a competent and unbiased fee appraiser and this report has been thoroughly analyzed by a competent appraisal analyst and found to be well supported. Based on the appraisal and the review, the City hereby makes you a firm offer in the amount of \$5,000 for the purchase of your property.

We feel that the above offer is most equitable and we urge your favorable consideration and acceptance of it. If this meets with your approval, the City's representative has prepared an Act of Sale and will assist in any way convenient to you in finalizing the acquisition. Negotiations for the purchase of your property begin (Date).

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

Justin McCarthy
Mayor

Enclosure: Statement of the Basis for the Determination of Just Compensation

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STATEMENT OF SETTLEMENT COSTS

Identification of Property: _____

Purchase Price: \$_____

Expenses Incidental to Transfer of Title	Paid by City	Paid by Owner
1. Recording		
2. Transfer Taxes		
3. State Tax Stamps		
4. City/County Tax Stamps		
5. Recording Fees		
6. Survey & Legal Description		
7. Penalty Costs Associated with Pre-payment of Pre-existing Recorded Mortgages		
8. Pro rata Portion or Pre-paid Taxes and Public Service Charges:		
a. Real Property Taxes County		
b. Real Property Taxes City		
c. Water Service		
d. Sewage Service		
e. Trash Collection		

This statement of settlement costs is certified as true and correct.

Signed: _____
(Closing Attorney)_____
(Date)

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(Date)

Mr. R. Ed. Kneck
322 Perry Avenue
Belmar, Virginia 99901

Re: Notice of Intent Not to Acquire Property

Dear Mr. Kneck:

The City of Belmar has determined not to acquire your Petunia St. property. If you have any questions about this determination, please contact me at 441-4841 or TDD: 711 between the hours of 8:00 a.m. and 5:00 p.m.

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Sincerely,

Garcia Lorca
Public Works Director

(Please note that if this is a tenant-occupied property, a notice of nondisplacement and the right to continue occupying the property must also be sent to the tenant.)

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The (Town/City/County) of _____ hereby requests a waiver of the appraisal requirements in 40 CFR Part 24, implementing regulations for the *Uniform Relocation and Real Acquisitions Policies Act of 1970*, as amended. The following information to support the waiver request:

1. Number of parcels or easements to be acquired: _____
(attach a list by owner and cost of each parcel)
2. Average size of the parcels or easement: _____
(= total footage divided by # parcels;
defined in linear feet or square feet,
designated by LF or SF)
3. ☐ Commissioner of Revenue's
or
☐ Utility Company's
or
☐ Real Estate Agent
or
Estimate of fair market value
of an average parcel (as defined in #2) \$ _____
4. Cost per ☐ LINEAR FOOT or ☐ SQUARE FOOT
based on estimate [= #2 divided by #3] \$ _____
5. Outline below or on an attached sheet, the locality's proposed procedure for computing just compensation to the property owners and for paying compensation, should a waiver be granted.
6. Attach written estimate from either the Commissioner of Revenue, Utility Company, real estate agent or Licensed Appraiser documenting your figures in #3 above.

(Project Manager)

(Date)

DHCD Approval:

(Date)

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**REQUEST FOR DONATION
OF LAND PARCEL OR EASEMENT
AND WAIVER OF RIGHT TO AN APPRAISAL**

(Date)

Ms. Elizabeth Richards
4134 Lilac Avenue
Belmar, Virginia 99901

Re: Request for Donation

Dear Ms. Richards:

The City of Belmar has determined that it must acquire clear title to a parcel or a permanent rights-of-way water/sewer easement as part of a public improvement project in your neighborhood. This parcel or easement will run (*briefly describe location*) across your property. The distance is about 100 feet.

This parcel or easement will be acquired as part of a project partially funded with a federal grant. According to the *Uniform Relocation and Real Property Acquisition Act* as amended, **you are entitled to receive compensation equal to fair market value as determined by an approved appraisal.**

However, you may voluntarily waive your right to an appraisal of your property and to compensation. A donation of the parcel or easement on your part will save the City some of the time and expense involved to complete your neighborhood's project.

Should you desire to waive your right to an appraisal and just compensation, please fill out and return the enclosed form to the (*fill in the address*). If we do not hear from you by (*Date*), we will contact you to explain the appraisal process to you.

If you have questions, please call me at 441-4842 or TDD: 711 between the hours of 8:00 a.m. and 5:00 p.m.

Sincerely,

Garcia Lorca
Public Works Director

Enclosure: *When A Public Agency Acquires Your Property* brochure and *Donation and Waiver Statement*

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It is my understanding that the (*Grantee's Name*) is requesting a permanent fee simple parcel or easement through my property for the purpose of installing a street, water and/or sewer line serving my neighborhood. I wish to donate a parcel as rights-of-way or easement across my property for this purpose. I understand that I have the right to be provided with an appraisal and be compensated for the value of this easement based on this appraisal.

I hereby waive my right to an appraisal of the parcel and donate the property to the (*Grantee's Name*) without compensation.

I understand that the (*Grantee's Name*) will be responsible for the installation of the street and if a water and/or sewer line(s) and will return the property to its current condition. I also understand that I will be responsible for the maintenance of any service lines connecting my residence with the distribution system located in any easement.

I also understand that a deed and survey of this parcel, rights-of-way or easement will be prepared for my signature and that this property or easement will be recorded in the County land records.

Tax Map Number: _____ Section Number: _____ Lot Number: _____

Owner of Record: _____

I (we) certify that I (We) are the owners of the above identified property and agree to the above commitments.

(*Owner's Signature:*) _____ (*Date:*) _____

(*Owner's Signature:*) _____ (*Date:*) _____

Witness:

(*Name:*) _____

(*Signature:*) _____ (*Date:*) _____

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WAIVER OF JUST COMPENSATION

TO: The City of Belmar

FROM: (Property Owner)

SUBJECT: Waiver of Just Compensation

As evidenced by my/our signature(s) below, I/we understand the following:

*that the City of Belmar has received Community Improvement Grant funds from the Virginia Department of Housing and Community Development to construct (briefly describe project) and;

*that one of the conditions imposed upon the use of such funds is compliance with the requirements of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended, hereafter referred to as the Uniform Act, and the regulations at 49 CFR Part 24, and;

*that the Uniform Act requires that the City establish an amount it believes to be just compensation for the property to be acquired before the initiation of negotiations.

Regarding the property specifically described as follows:

Describe Property

I have determined it to be in my best interest to waive any monetary rights and benefits accruing to me under the Uniform Act.

Therefore, let it be known that by my signature hereon I freely and without duress waive any and all monetary rights accruing to me under the Uniform Act. Specifically, I have been advised that this property or any interest therein, is valued at \$ _____. This sum is required to be paid to me if my property is acquired by _____ and if I elect not to execute this waiver.

Signature of Owner(s)

Date

Acquiring Official

Date

* To be used when the property owner desires that the dollar value provided prior to waiving his/her right to just compensation.

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Appendix
43-A **GENERAL ACQUISITION FILE CHECKLIST**

1. Procurement for Initial Appraiser ☐
2. Executed Contract with Initial Appraiser* ☐
3. Procurement for Review Appraiser ☐
4. Executed Contract with Review Appraiser* ☐
5. Copy of Grantee's Request for Easement Waiver ☐
6. DHCD's Approval of Request for Easement Waiver ☐
7. Determination of Just Compensation for Easements ☐
8. Documentation of Conveyance of property to Grantee ☐

- **Photocopy of Appraiser's Virginia License should be included.**

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EASEMENT WAIVER ACQUISITION FILE

CHECKLIST – FOR INDIVIDUAL FILES

- A. Property Owner(s): _____
- B. Property Address: _____
- Property Description: _____
- C. Tenant's Name and Address: _____
- D. Property Owner Correspondence
1. Preliminary Acquisition Notice ☐ *
 2. Provision of "*When A Public ... Property*" ☐ *
 3. DHCD-Executed Request for Waiver Form ☐
 4. Invitation to Accompany Appraiser ☐ *
 5. Written Offer to Purchase ☐ *
 6. Notice of Intent Not to Purchase ☐ *
 7. Executed Donation and Waiver Statement ☐
 8. Executed/Recorded Deed ☐
 9. Copy of Canceled Check ☐
 10. Appeals by Owner and Final Resolution ☐
 11. Other Property Owner Correspondence
 - a. _____ ☐
 - b. _____ ☐
 - c. _____ ☐

E. Other Documentation

- | | | |
|----|-------------------------------------|--------------------------|
| 1. | Determination of Fair Market Value | <input type="checkbox"/> |
| 2. | Establishment of Just Compensation | <input type="checkbox"/> |
| 3. | Closing Costs Determination/Payment | <input type="checkbox"/> |
| 4. | Copy of Court Order (Condemnation) | <input type="checkbox"/> |
| 5. | Other: . _____ | <input type="checkbox"/> |

* **Requires documentation of receipt by property owner.**

FEE SIMPLE ACQUISITION FILE CHECKLIST— FOR INDIVIDUAL FILES

- A. Property Owner(s): _____
- B. Property Address: _____
- Property Description: _____
- C. Tenant's Name and Address: _____
- D. Property Owner Correspondence
1. Preliminary Acquisition Notice ☐ *
 2. Provision of "*When A Public ... Property*" ☐ *
 3. Invitation to Accompany an Appraiser ☐
 4. Appraisal Report and Determination of Fair Market Value ☐ *
 5. Review Appraisal and Establishment of Just Compensation ☐
 6. Written Offer to Purchase ☐ *
 7. Notice of Intent Not to Purchase ☐ *
 8. Executed/Recorded Deed ☐
 9. Copy of Canceled Check ☐
 10. Appeals by Owner and Final Resolution ☐
 11. Other Property Owner Correspondence
 - a. _____ ☐
 - b. _____ ☐

E. Other Documentation

1. Copy of Court Order (Condemnation)

☐

2. Other:

☐

* Requires documentation of receipt by property owner.

REQUIRED DOCUMENTS FOR EACH DISPLACED/RELOCATED PERSON:

Date Completed

- | | | |
|----|---|-------|
| A. | Name of person, and address | _____ |
| B. | Date of initial occupancy of dwelling | _____ |
| C. | Age, sex and race/ethnicity of all household members | _____ |
| D. | Monthly gross income of adult members | _____ |
| E. | Description of displacement (acquired) dwelling including:
address; census tract; monthly housing cost; number of rooms; etc. | _____ |
| F. | Nature and dates of advisory services provided | _____ |
| G. | Description of person's relocation needs and preferences | _____ |
| H. | List of all referrals made, including date, address and price.
If low-income or minority displacee, indicate whether the referral dwellings are
located in an area of low-income and/or minority concentration | _____ |
| I. | Description of replacement dwelling chosen by displacees, including
address; census tract; monthly housing cost, and their reasons
If low-income or minority displacee, indicate whether the dwelling
is located in an area of low-income and/or minority concentration. | _____ |
| J. | Copy of General Information Notice | _____ |
| K. | Evidence, including date, of receipt by displacee | _____ |
| L. | Copy of Notice of Eligibility for Relocation Assistance or
Notice of Non-Displacement | _____ |
| M. | Copy of Notice of Relocation Eligibility | _____ |
| N. | Evidence, including date, of receipt by displacee | _____ |
| O. | Explanation of reason for delay and plan for timely relocation
if relocation is not completed in six (6) months | _____ |
| P. | Copy of Representative Comparable Relocation Dwelling
and Upper Limit of Payment | _____ |
| Q. | Evidence, including date, of receipt by displacee | _____ |
| R. | Copy of 90-day Notice To Vacate, or an explanation of why
no such notice was required | _____ |
| S. | Record of the replacement dwelling inspection report and date of inspection | _____ |
| T. | Copy of each relocation payment claim form and supporting documentation
submitted by displacee | _____ |
| U. | Copy of each worksheet or document used to determine eligibility
for amount of payment made | _____ |
| V. | Evidence, including date, of receipt of payment | _____ |
| W. | Copy of any correspondence relating to the claim | _____ |

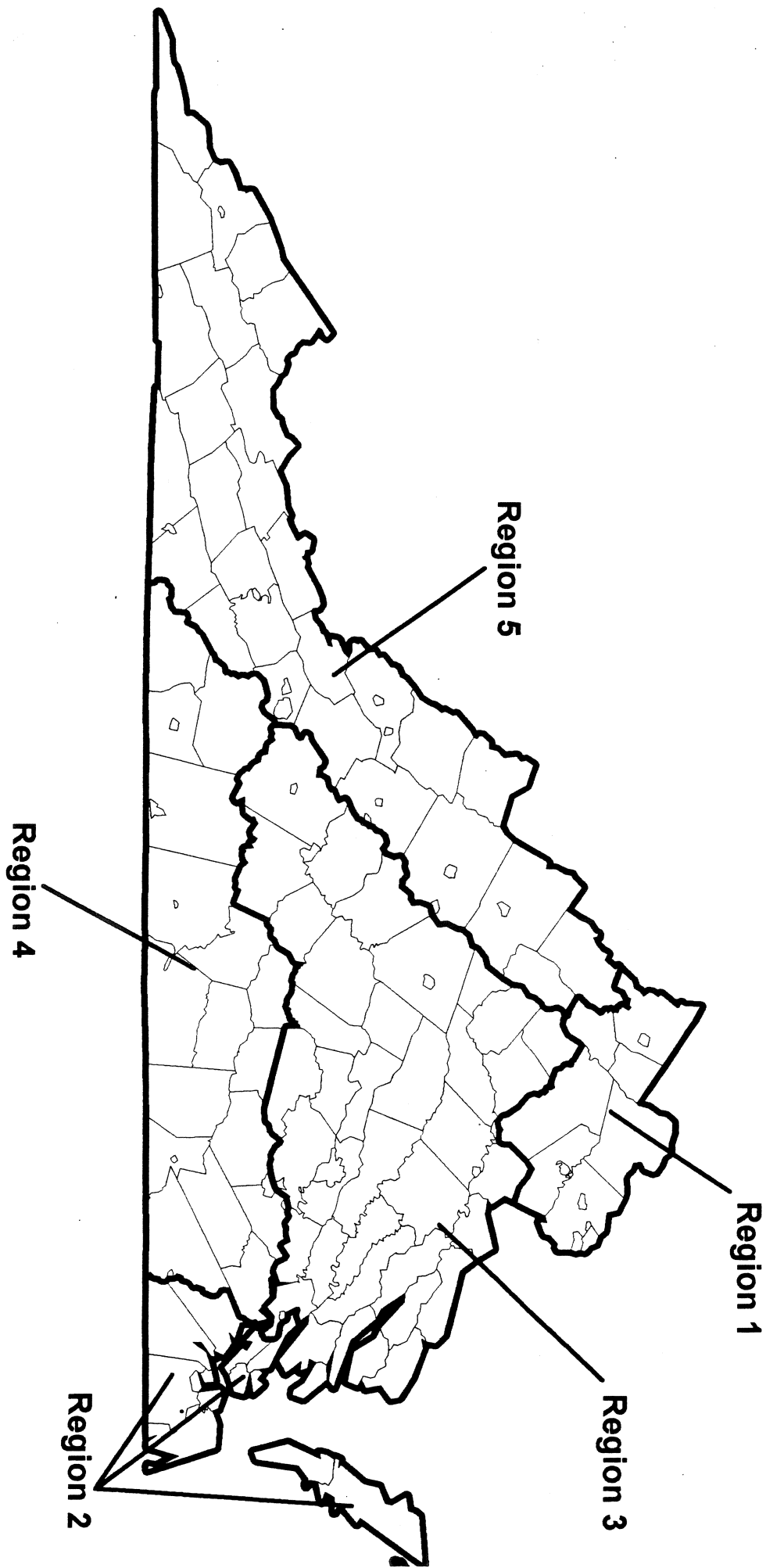
- X. Copy of any appeal filed by displacee, description of action taken to resolve it, and copy of all pertinent determinations _____
- Y. Evidence that renters were offered benefits under Section 104(d) of the Housing and Community Development Act of 1974, as Amended. _____

NOTE: FOR REQUIRED DOCUMENTATION ON RELOCATION OF A BUSINESS, FARM OR NONPROFIT ORGANIZATION, CONTACT YOUR COMMUNITY REPRESENTATIVE.

Explanation of Form

Locate the region in which the project will take place on the following map. Chose from those utility allowances the client will be monetarily responsible for at the conclusion of the rehabilitation project. **The client file must be documented to show which utility allowances were used in calculating the household's ability to pay.**

HUD Utility Allowance Regions



Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Region 1 – Northern Virginia			Unit Type 4 Exposed Walls			Effective Date 7/1/2007		
		Monthly Dollar Amount						
Usage	Utility	0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Cooking	Electricity	\$3.00	\$5.00	\$7.00	\$8.00	\$9.00	\$10.00	\$14.00
Cooking	Bottled Gas	\$9.00	\$12.00	\$16.00	\$20.00	\$24.00	\$28.00	\$32.00
Cooking	Natural Gas	\$3.00	\$5.00	\$7.00	\$9.00	\$10.00	\$14.00	\$14.00
Cooling	Electricity	\$7.00	\$8.00	\$11.00	\$14.00	\$17.00	\$20.00	\$23.00
Other Electric	Electricity	\$12.00	\$17.00	\$22.00	\$26.00	\$33.00	\$38.00	\$43.00
Home Heating	Electricity	\$22.00	\$29.00	\$37.00	\$46.00	\$58.00	\$67.00	\$75.00
Home Heating	Bottled Gas	\$49.00	\$70.00	\$89.00	\$108.00	\$138.00	\$156.00	\$177.00
Home Heating	Oil	\$22.00	\$29.00	\$37.00	\$46.00	\$58.00	\$67.00	\$75.00
Home Heating	Natural Gas	\$23.00	\$30.00	\$40.00	\$48.00	\$61.00	\$71.00	\$79.00
Other	Trash Collection	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Other	Sewer	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$51.00
Other	Water	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$48.00
Range/Microwave	Appliance	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Refrigerator	Appliance	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Tax	Electricity	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Tax	Natural Gas	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Water Heating	Oil	\$9.00	\$12.00	\$16.00	\$20.00	\$24.00	\$28.00	\$32.00
Water Heating	Electricity	\$10.00	\$15.00	\$20.00	\$23.00	\$28.00	\$32.00	\$39.00
Water Heating	Bottled Gas	\$22.00	\$29.00	\$38.00	\$47.00	\$60.00	\$68.00	\$77.00
Water Heating	Natural Gas	\$9.00	\$14.00	\$17.00	\$21.00	\$26.00	\$29.00	\$34.00

COMPLETE BELOW FOR THE ACTUAL UNIT RENTED:

Name of Family	
Address of Unit	
Number of Bedrooms:	
Usage	Cost Per Month
Cooking	\$
Cooling	
Other Electric	
Home Heating	
Other/Trash Collection	
Other/Sewer	
Other/Water	
Range/Microwave	
Refrigerator	
Tax/Electricity	
Tax/Natural Gas	
Water Heating	
TOTAL	\$

Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Region 2 – Eastern Virginia			Unit Type 4 Exposed Walls			Effective Date 7/1/2007		
		Monthly Dollar Amount						
Usage	Utility	0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Cooking	Electricity	\$3.00	\$5.00	\$7.00	\$8.00	\$9.00	\$10.00	\$14.00
Cooking	Bottled Gas	\$10.00	\$15.00	\$20.00	\$24.00	\$29.00	\$35.00	\$40.00
Cooking	Natural Gas	\$2.00	\$3.00	\$5.00	\$5.00	\$8.00	\$8.00	\$9.00
Cooling	Electricity	\$5.00	\$8.00	\$9.00	\$12.00	\$15.00	\$17.00	\$19.00
Other Electric	Electricity	\$12.00	\$16.00	\$21.00	\$25.00	\$32.00	\$36.00	\$41.00
Home Heating	Electricity	\$21.00	\$28.00	\$36.00	\$45.00	\$55.00	\$63.00	\$73.00
Home Heating	Bottled Gas	\$59.00	\$81.00	\$104.00	\$128.00	\$162.00	\$185.00	\$209.00
Home Heating	Oil	\$41.00	\$58.00	\$74.00	\$89.00	\$113.00	\$130.00	\$147.00
Home Heating	Natural Gas	\$16.00	\$23.00	\$29.00	\$35.00	\$46.00	\$51.00	\$58.00
Other	Trash Collection	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Other	Sewer	\$10.00	\$14.00	\$18.00	\$22.00	\$28.00	\$32.00	\$36.00
Other	Water	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00
Range/Microwave	Appliance	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Refrigerator	Appliance	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Tax	Electricity	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Tax	Natural Gas	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Water Heating	Oil	\$17.00	\$24.00	\$30.00	\$38.00	\$48.00	\$55.00	\$61.00
Water Heating	Electricity	\$10.00	\$15.00	\$20.00	\$23.00	\$28.00	\$32.00	\$39.00
Water Heating	Bottled Gas	\$25.00	\$36.00	\$46.00	\$55.00	\$71.00	\$81.00	\$91.00
Water Heating	Natural Gas	\$7.00	\$9.00	\$12.00	\$15.00	\$20.00	\$22.00	\$24.00

COMPLETE BELOW FOR THE ACTUAL UNIT RENTED:

Name of Family	
Address of Unit	
Number of Bedrooms:	
Usage	Cost Per Month
Cooking	\$
Cooling	
Other Electric	
Home Heating	
Other/Trash Collection	
Other/Sewer	
Other/Water	
Range/Microwave	
Refrigerator	
Tax/Electricity	
Tax/Natural Gas	
Water Heating	
TOTAL	\$

Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Region 3 – Central Virginia			Unit Type 4 Exposed Walls			Effective Date 7/1/2007		
		Monthly Dollar Amount						
Usage	Utility	0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Cooking	Electricity	\$2.00	\$2.00	\$4.00	\$4.00	\$5.00	\$7.00	\$7.00
Cooking	Bottled Gas	\$16.00	\$23.00	\$29.00	\$35.00	\$46.00	\$51.00	\$58.00
Cooking	Natural Gas	\$2.00	\$3.00	\$5.00	\$5.00	\$8.00	\$8.00	\$9.00
Cooling	Electricity	\$3.00	\$5.00	\$7.00	\$9.00	\$10.00	\$12.00	\$14.00
Other Electric	Electricity	\$8.00	\$10.00	\$15.00	\$17.00	\$23.00	\$25.00	\$29.00
Home Heating	Electricity	\$14.00	\$20.00	\$24.00	\$29.00	\$37.00	\$43.00	\$48.00
Home Heating	Bottled Gas	\$91.00	\$129.00	\$164.00	\$202.00	\$256.00	\$293.00	\$329.00
Home Heating	Oil	\$54.00	\$76.00	\$98.00	\$117.00	\$151.00	\$174.00	\$194.00
Home Heating	Natural Gas	\$14.00	\$20.00	\$24.00	\$29.00	\$37.00	\$43.00	\$48.00
Other	Trash Collection	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other	Sewer	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$28.00
Other	Water	\$6.00	\$8.00	\$10.00	\$12.00	\$15.00	\$18.00	\$20.00
Range/Microwave	Appliance	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Refrigerator	Appliance	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Tax	Electricity	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Tax	Natural Gas	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Water Heating	Oil	\$24.00	\$33.00	\$43.00	\$52.00	\$64.00	\$75.00	\$86.00
Water Heating	Electricity	\$7.00	\$9.00	\$12.00	\$15.00	\$20.00	\$22.00	\$24.00
Water Heating	Bottled Gas	\$40.00	\$55.00	\$72.00	\$87.00	\$112.00	\$128.00	\$143.00
Water Heating	Natural Gas	\$7.00	\$8.00	\$10.00	\$14.00	\$17.00	\$20.00	\$22.00

COMPLETE BELOW FOR THE ACTUAL UNIT RENTED:

Name of Family	
Address of Unit	
Number of Bedrooms:	
Usage	Cost Per Month
Cooking	\$
Cooling	
Other Electric	
Home Heating	
Other/Trash Collection	
Other/Sewer	
Other/Water	
Range/Microwave	
Refrigerator	
Tax/Electricity	
Tax/Natural Gas	
Water Heating	
TOTAL	\$

Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Region 4 – Southern Virginia			Unit Type 4 Exposed Walls			Effective Date 7/1/2007		
		Monthly Dollar Amount						
Usage	Utility	0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Cooking	Electricity	\$2.00	\$3.00	\$5.00	\$5.00	\$8.00	\$8.00	\$9.00
Cooking	Bottled Gas	\$7.00	\$8.00	\$10.00	\$14.00	\$17.00	\$20.00	\$22.00
Cooking	Natural Gas	\$3.00	\$5.00	\$7.00	\$8.00	\$9.00	\$10.00	\$14.00
Cooling	Electricity	\$5.00	\$8.00	\$9.00	\$12.00	\$15.00	\$17.00	\$19.00
Other Electric	Electricity	\$12.00	\$16.00	\$21.00	\$25.00	\$32.00	\$36.00	\$41.00
Home Heating	Electricity	\$21.00	\$26.00	\$35.00	\$43.00	\$54.00	\$61.00	\$70.00
Home Heating	Bottled Gas	\$33.00	\$47.00	\$60.00	\$74.00	\$93.00	\$106.00	\$121.00
Home Heating	Oil	\$32.00	\$46.00	\$57.00	\$71.00	\$89.00	\$102.00	\$115.00
Home Heating	Natural Gas	\$21.00	\$26.00	\$35.00	\$43.00	\$54.00	\$61.00	\$70.00
Other	Trash Collection	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Other	Sewer	\$14.00	\$19.00	\$24.00	\$30.00	\$38.00	\$43.00	\$49.00
Other	Water	\$13.00	\$18.00	\$23.00	\$28.00	\$35.00	\$40.00	\$46.00
Range/Microwave	Appliance	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Refrigerator	Appliance	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Tax	Electricity	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Tax	Natural Gas	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Water Heating	Oil	\$15.00	\$21.00	\$25.00	\$30.00	\$38.00	\$46.00	\$50.00
Water Heating	Electricity	\$9.00	\$14.00	\$17.00	\$21.00	\$26.00	\$29.00	\$34.00
Water Heating	Bottled Gas	\$15.00	\$21.00	\$26.00	\$32.00	\$41.00	\$47.00	\$61.00
Water Heating	Natural Gas	\$8.00	\$10.00	\$15.00	\$15.00	\$23.00	\$25.00	\$27.00

COMPLETE BELOW FOR THE ACTUAL UNIT RENTED:

Name of Family	
Address of Unit	
Number of Bedrooms:	
Usage	Cost Per Month
Cooking	\$
Cooling	
Other Electric	
Home Heating	
Other/Trash Collection	
Other/Sewer	
Other/Water	
Range/Microwave	
Refrigerator	
Tax/Electricity	
Tax/Natural Gas	
Water Heating	
TOTAL	\$

Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Region 5 – Southwest Virginia			Unit Type 4 Exposed Walls			Effective Date 7/1/2007		
		Monthly Dollar Amount						
Usage	Utility	0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Cooking	Electricity	\$2.00	\$3.00	\$5.00	\$5.00	\$8.00	\$8.00	\$9.00
Cooking	Bottled Gas	\$10.00	\$15.00	\$20.00	\$24.00	\$29.00	\$35.00	\$40.00
Cooking	Natural Gas	\$2.00	\$3.00	\$5.00	\$5.00	\$8.00	\$8.00	\$9.00
Cooling	Electricity	\$5.00	\$7.00	\$8.00	\$10.00	\$14.00	\$15.00	\$16.00
Other Electric	Electricity	\$9.00	\$14.00	\$17.00	\$21.00	\$26.00	\$29.00	\$34.00
Home Heating	Electricity	\$16.00	\$23.00	\$29.00	\$35.00	\$46.00	\$51.00	\$58.00
Home Heating	Bottled Gas	\$59.00	\$81.00	\$104.00	\$128.00	\$162.00	\$185.00	\$209.00
Home Heating	Oil	\$55.00	\$77.00	\$100.00	\$122.00	\$154.00	\$177.00	\$200.00
Home Heating	Natural Gas	\$16.00	\$23.00	\$29.00	\$35.00	\$46.00	\$51.00	\$58.00
Other	Trash Collection	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Other	Sewer	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$40.00
Other	Water	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$40.00
Range/Microwave	Appliance	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Refrigerator	Appliance	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Tax	Electricity	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Tax	Natural Gas	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Water Heating	Oil	\$55.00	\$77.00	\$100.00	\$122.00	\$154.00	\$177.00	\$200.00
Water Heating	Electricity	\$8.00	\$10.00	\$15.00	\$17.00	\$23.00	\$25.00	\$29.00
Water Heating	Bottled Gas	\$25.00	\$36.00	\$46.00	\$55.00	\$71.00	\$81.00	\$91.00
Water Heating	Natural Gas	\$7.00	\$9.00	\$12.00	\$15.00	\$20.00	\$22.00	\$24.00

COMPLETE BELOW FOR THE ACTUAL UNIT RENTED:

Name of Family	
Address of Unit	
Number of Bedrooms:	
Usage	Cost Per Month
Cooking	\$
Cooling	
Other Electric	
Home Heating	
Other/Trash Collection	
Other/Sewer	
Other/Water	
Range/Microwave	
Refrigerator	
Tax/Electricity	
Tax/Natural Gas	
Water Heating	
TOTAL	\$

Explanation of Form

(Part of Wage Decision Packet)

<i>What it is Used For:</i>	This is required to assure that all required Labor Standards requirements are explained and all appropriate forms are conveyed to the Contractor and subcontractors.
<i>When it is Used:</i>	During the Pre-construction Conference.
<i>Where it Goes:</i>	To Grantee's Labor Standards project file.
<i>Instructions:</i>	<p>Part of the 'wage decision packet' sent by DHCD with the Wage Decision applicable to the activity(s) being contracted. Use the checklist to check off labor standards items as they are addressed at the Pre-construction Conference. Have the Contractor and any known subcontractors sign this checklist after completing review of items. Any subcontractors hired subsequent of the Pre-construction Conference must also sign the checklist.</p> <p>See also "Labor Standards Checklist," as found in Chapter 8: Federal Labor Standards and Equal Opportunity Requirements.</p>

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Labor Standards Checklist

(To be Completed Initially at Pre-Construction Conference)

- ☐ Contractors have reviewed and understand all Labor Standards contract provisions.
- ☐ Contractors have reviewed and understand wage decision and job classifications.
- ☐ Contractors have been informed that all workers:
 - a) must be paid at least the appropriate minimum wage for the job classification;
 - b) must be paid time-and-a-half for all work beyond 40 hours per week;
 - c) must be paid at least weekly; and
 - d) must perform only the work which is covered by the job classification they are listed and paid in. If a worker performs in more than one job classification, he must be paid either the wage of the highest paid job he works or time cards signed by the worker must document the amount of time worked in each job during the week.
- ☐ Contractors will inform all workers:
 - a) of their job classifications and duties;
 - b) of their wage rates and fringe benefits;
 - c) that they may be interviewed on the jobsite and are required to cooperate; and
 - d) of deductions from pay.
- ☐ Contractors will obtain each worker's name, permanent address, and social security number prior to assigning them to a jobsite.
- *☐ Contractors will obtain certification of any apprentices and trainees, including registration number and year of program, and will submit the same to the Public Body.
- ☐ Contractors are aware that they are responsible for the compliance of their subcontractors with Labor Standards provisions.

- ☐ Contractors must verify that the subcontractors(s) is/are not debarred from Federal or State contracts.
- ☐ Contractors will construct and erect a project identification sign at the construction site identifying DHCD as a funding source per specifications as stated in contract documents.
- ☐ Prime contractor has received and will post in a prominent place on the site:
 - a) Wage Decision;
 - b) Labor Standards poster: "Notice to All Employees... " (Davis-Bacon Act) WH- 1321
 - c) "Safety and Health Protection on the Job" poster (VA DOL).
- *☐ Contractors have received Payroll report form (WH-347) and understand:
 - a) how it is to be filled out;
 - b) that it must be filled out completely;
 - c) that it must include every worker assigned to the project (excluding non-working, supervisory, or clerical personnel);
 - d) that Payroll reports must be submitted for every week or part of a week during the course of the contract, and must be submitted by all subcontractors. Payroll reports will be submitted to the Grantee within seven (7) days of the end of the work week.
- ☐ Contractors will maintain employment and payroll records which will be accessible to the Public Body, DHCD, and appropriate federal agencies for 3 years.

* Denotes those items which must be submitted by the Contractor.

(Public Body):

Signature

Title

(Prime Contractor):

Signature

Title

Company

(Subcontractor):

Signature

Title

Company

(Subcontractor):

Signature

Title

Company

(Subcontractor):

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