**RHD FORM 2**

**APPLICATION CERTIFICATION**

HOME Activity Owner\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Owner name above must match WI DFI Records) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Review each statement, check the box and attach the required items below:

1.) The grantee/applicant hereby certifies that all information contained in the application is true and correct. The undersigned further acknowledges and agrees that verification of any information contained in the application may be made at any time by Division of Energy, Housing and Community Resources (DEHCR). The grantee/applicant acknowledges and agrees that any representation or information contained in this application and in any subsequent documentation provided to DEHCR that is misleading or incorrect may result in termination of: 1) DEHCR review of this application, 2) any reservation of funds, and 3) any commitment of funds. The grantee/applicant acknowledges and agrees that it is obligated to notify DEHCR of any changes to the application.

2.) The grantee/applicant acknowledges and agrees that all information contained in support thereof is true and correct; that the applicant will furnish promptly such other supporting information and documents as are required; and that in carrying out the development and operation of the project it will abide by all applicable federal, state and local regulations, codes, and statutes. The grantee/applicant certifies that it knows of no facts or circumstances, nor of any pending, contemplated or threatened events, that would adversely affect the project.

3.) The grantee/applicant acknowledges and agrees that DEHCR is not responsible for action taken by the grantee/applicant in reliance on a prospective financial commitment of HOME funds from DEHCR and that DEHCR is not liable for damages resulting directly or indirectly from such actions.

4.) The grantee/applicant recognizes and agrees that the acceptance of this application, and/or issuance of a conditional reservation of funds letter, and any additional information as required by DEHCR does not constitute a commitment by DEHCR to provide funds to the project.

5.)The grantee/applicant understands that no liability or obligation for costs incurred to prepare this application, cost overruns, operating deficits, deficiencies in the proposed development or other matters relating to the development and operation of the proposed project shall be imposed on DEHCR by reason of any adjustments or changes requested or required by DEHCR or by reason of any approval or disapproval by DEHCR of any part of this application (including attachments and exhibits) or of any other documentation or materials now or hereafter submitted in connection with this application.

6.) The grantee/applicant understands that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

7.) The grantee/applicant understands that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract grant, loan or cooperative agreement, the undersigned shall complete Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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8.) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

9.) The grantee/applicant understands that the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.) The grantee/applicant understands that use of Federal funds includes a commitment to make positive efforts to utilize small business, local business, woman-owned, and minority-owned business, as well as Section 3 businesses according to 24 CFR part 135 sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds. Including tracking and reporting on labor hours, per 24 CFR part 75 which sets benchmark criteria for Section 3 compliance, for all workers, i.e., total labor hours, Section 3 workers labor hours and Targeted Section 3 workers labor hours.

11.) The grantee/applicant understands that no acquisition, relocation of occupants, rehabilitation or construction of HOME related units may begin prior to the execution of a contract, without written authorization from the State, prior to the completion of the environmental review process and notice of authority to use funds is released to the State.

12.) The grantee/applicant understands that must retain written documentation demonstrating accuracy of the data provided in reports submitted to the Department during the Performance Period and during the Project’s Affordability Compliance Period. Example reports Equal Opportunity Report, Labor Standards Report, Section 3 Report, Rental Project Set-Up Report, Request for Payment of HOME Project Funds, Rental Housing Project Completion Report, In-service Report, Tenant Data Compliance Report.

13.) The grantee/applicant understands that the undersigned will not invest any more HOME funds in combination with other federal assistance than is necessary and will use HOME funds pursuant to Wisconsin's approved CONSOLIDATED PLAN and any applicable local CONSOLIDATED PLAN and in compliance with all requirements of 24 CFR Part 92.

14.) The developments owned or operated by any member of the development team in the State of Wisconsin, or any other state, are in compliance with the Code and are operating in a manner acceptable to WHEDA, with no occurrences of HOME/RHD properties in foreclosure, bankruptcy, failing to cure default, or placement in receivership within five years prior to the submission of the application. This provision includes partnerships, limited partnerships, LLCs, C-corporations, controlled groups or any entities associated with a the formation or operation of a HOME /RHD project.

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**APPLICATION CERTIFICATION**

**The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.**

The Applicant agrees to maintain documentation of compliance with the above certifications.

BY:

Signature Date

\_\_\_\_\_\_\_

Print Name Title

**REQUIRED ATTACHMENTS** to demonstrate **Current Status** and **Good Standing** with Wisconsin DFI

1. State of Wisconsin **DFI Certificate of Status for the Owner** of the proposed HOME assisted activity.
   1. Owner and Applicant must be in good standing and currently registered in Wisconsin
   2. Registration must be current
2. **Unique Entity Identifier Number for Owner** of the proposed HOME assisted activity (f/k/a DUNS)
3. **IF the Owner is an LLC or LP attach both A and B**, below:
   1. **Ownership Chart**
      1. The ownership chart must identify the LLC’s, or LP’s, Organizer/Registered Agent, member/or partner(s) name(s),
   2. **Unique Entity Identifier Number for** LLC’s, or LP’s, **Organizer/Registered Agent** shown in the ownership chart
      1. Organizing member(s)/Registered Agent must be in good standing and registered in Wisconsin

**REQUIRED ATTACHMENTS MUST BE IN YOUR APPLICATION**

\* Pursuant to Section 226 of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (NAHA) requires the Participating Jurisdiction (the State) to have a contractual relationship to the owner of the HOME rental project to ensure compliance with the HOME statutory and regulatory requirements. **The State cannot provide HOME funds for the acquisition, development, or rehabilitation of affordable rental housing to an entity that will then loan the HOME funds to the owner** (i.e., limited partnership (LP) or limited liability company (LLC)) of the affordable rental housing.

Section 226 of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (NAHA) requires the PJ to have a contractual relationship to the owner of the HOME rental project to ensure compliance with the HOME statutory and regulatory requirements. (42 U.S.C. 12756). Specifically, Section 226 requires the State ensure long-term compliance with the HOME statute and provide remedies for breach through both agreements with project owners and other such measures of enforcement of HOME requirements by the State (e.g., deed restrictions, liens on real property, or covenants running with the land). (See 24 CFR 92.504(c); 92.252(e)(ii)). As specified in the HOME statute, these other measures to ensure compliance are in addition to the requirement that the State ensure long-term compliance through binding contractual agreements with project owners. Pursuant to 24 CFR 92.504, the State enters into a written agreement with the project owner to provide the HOME funds for the development or rehabilitation of affordable rental housing and to impose HOME requirements on the project to ensure compliance with the statutory and regulatory provisions. The example of providing HOME funds to an entity that will then lend the HOME funds to the owner entity, the State would not providing HOME funds to the project owner but rather to an intermediary entity. Even though the entity may impose HOME requirements on the owner entity, the agreement nonetheless violates the HOME statutory requirement to “ensure long-term compliance” through “binding contractual agreements with owners” by providing funds to an entity other than the owner.