

HAMBURG COMMUNITY DEVELOPMENT

6100 South Park Avenue * Hamburg * New York * 14075
(716) 648-6216 * www.townofhamburgny.com/community-development
Director: Christopher Hull * Assistant Director: Timothy J. Regan



Hamburg Town Supervisor: James M. Shaw
Council Members: Shawn P. Connolly * Elizabeth C. Farrell * Karen L. Hoak * Michael R. Petrie

Town of Hamburg Homeless Prevention Program (HPP) Guidelines/Regulations

{Program History} The Town of Hamburg was left out of inclusion within the Erie County Homeless Optionon (ECHO) program due to a misinterpretation of the regulations drawn by the program's funding source. However, the Town of Hamburg over the past several years has continued to receive phone calls and inquiries from residents about programs similar to the original ECHO program. However, since the Town of Hamburg was not included within the funding for the ECHO Program, the town's Department of Community Development created a similar program for residents of the Town of Hamburg including the Villages of Blasdell and Hamburg. This program was originally called the HIAPP ("Homeless Impact and Prevention Program"). However, over time the parameters of the program needed to be changed due to the loss of funding. To that end, the program is now known as the **Homeless Prevention Program (HPP)**. This program is funded via the Town of Hamburg "Program Income" funding, which is a non-steady source of funding. The goal of this Homeless Prevention Program * (HPP) is to provide assistance to the following:

* = Due to the funding source for this program, assistance will be provided to persons/families who are most likely to achieve and maintain stable housing once they have been assisted by our program. Program eligibility is limited to a one (1) time use (Subject to funding source and availability).

I) Class of Assistance:

- A) Low and moderate income persons/families that are at risk of becoming homeless or will otherwise become homeless.
- B) Low and moderate income persons/families who are currently homeless by rapidly re-housing them on a temporary basis until more permanent housing becomes available.
- C) Low and moderate income persons/families who are in most need of temporary assistance.

II) Definitions:

A) Low and moderate income (as of May 1, 2019):

<u>Family Size:</u>	<u>Maximum Income:</u>
1	\$43,050
2	\$49,200
3	\$55,350
4	\$61,500
5	\$66,450
6	\$71,350
7	\$76,300
8 or more	\$81,200

{Income limits are subject to change at any time by HUD.}

B) At - Risk of becoming homeless:

- 1) Household has received notice that they will be evicted within the next two weeks.
- 2) Household has experienced a sudden and significant loss of all income.
- 3) Household has experienced a sudden and significant increase in their utility payments to the point where they can no longer afford them.
- 4) Household has been told that they will be evicted due to health issues.

C) Homeless:

- 1) Living on the street, car, park, sidewalk, or abandoned building.
- 2) Living in an emergency shelter.
- 3) Is being evicted within a week from a private dwelling.
- 4) Is being discharged from an institution without having anywhere to go/reside.
- 5) Is fleeing existing housing due to one of the following reasons:
(Domestic Violence; Physical Abuse; Sexual Abuse; etc.)

III) Specific Measures:

Measures provided to clients/families must be utilized for clients/families that ARE currently homeless or AT RISK of being homeless with no appropriate, subsequent housing options along with lacking the financial resources and support network needed to obtain immediate replacement housing or to remain in their existing housing. Clients/families must be low or moderate income (80% of Erie County Median Income or lower - based upon the criteria designated by HUD, which is subject to change at any time throughout the year) and must currently reside within the Town of Hamburg. All services and assistance to be provided on a temporary basis only. It is the intention of the Town of Hamburg to stabilize an existing household situation so that time and effort can then be directed to the client/family receiving case management assistance, housing search assistance, legal services, advocacy, and, in some cases, financial assistance from the Town of Hamburg, if funding is available in ample supply.

IV) Financial Assistance Uses:

A) Rent Arrears/Short-term Rental Assistance:

A maximum of three (3) months rent can be offered as financial assistance to approved, qualified households/families. In determining financial assistance, it must be clear that the financial assistance to be provided will be sufficient to assist the household/family. Each household/family is eligible to utilize this program once (or once per grant year in extreme or rare cases of need as determined by the Director of Community Development), so as to avoid abuse of the system and to protect program funding. If a household/family is so far delinquent in their rent or mortgage that three (3) months of financial assistance would not be enough to help the overall situation, no funding can be provided from the Town.

B) Utility Arrears:

A maximum of three (3) months of utility payments can be offered as financial assistance to approved, qualified households/families. In determining financial assistance, it must be clear that the financial assistance to be provided will be sufficient to assist the household/family. Each household/family is eligible to utilize this program once, (or once per grant year in extreme or rare cases of need as determined by the Director of Community Development) so as to avoid abuse of the system and to protect program funding. If a household/family is so far delinquent in their utility payments that three months of financial assistance would not be enough to help the overall situation, no funding can be provided from the Town.

C) Extreme Homeless:

If in the combined determination of "Belmont" and the "Town", an extreme, emergency homeless situation is presented by any household/family, a provision of payment to a motel/hotel for a short period of time (one week or less) may be provided to said household/family. The household/family must sign a "Hold Harmless" agreement for both the "Town" and "Belmont" which will state that the "Town" and/or "Belmont" are not responsible or liable for any breach of contract, accident liability, or damage which might arise from the household's/family's utilization of a motel/hotel. Only a combined determination between "Belmont" and the "Town" will determine who is specifically eligible for this assistance. However, only the "Town" can approve financial assistance under this program.

V) Program Regulations:

- A) The Director of Community Development for the Town of Hamburg or his/her designee has the final say/decision in all matters/situations pertaining to this program.

B) The program regulations can be changed at any time throughout the grant year due to reasons of funding or program need. In addition, the entire program may be withdrawn and/or changed by the Town of Hamburg Department of Community Development for reasons of funding or program effect. This edition is dated as of May 1, 2019.

C) Receipt and Understanding of Program Guidelines/Regulations:

1) With (my)(our) initials below, I acknowledge that the Homeless Prevention Program Guidelines/Regulations have been given to (me)(us).

2) Furthermore, with (my)(our) signature(s) below, (I)(we) hereby completely understand and agree to abide by this program and its guidelines/regulations, and (I)(we) will comply with the instructions of the Town of Hamburg Department of Community Development in this regard including:

i) (I)(We) hereby authorize the Town of Hamburg Department of Community Development to investigate any and all information provided within this Hometown Housing Program application.

ii) (I)(We) have read and completely understand all information provided within this application/package.

iii) The information provided within is true and accurate to the best of my knowledge. I understand that Section 1001 of Title 18 of the United States Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.

iv) (I)(We) also certify that all financial information accompanying this program application is true and accurate. If upon further review, information that was provided to the Town of Hamburg for program purposes is found to be false, I understand that criminal proceedings will be commenced, (my)(our) application will be withdrawn, and no further application for assistance will be provided from the Department of Community Development.

v) (I)(We) acknowledge the requirement that all applicants for this program must attend "Budget/Credit/Debt counseling" in conjunction with receiving ANY funding through this program. These specific counseling sessions are provided free of charge by the Town of Hamburg Department of Community Development as part of this program. The following agency is under contract with us to provide services in this regard:

Belmont Housing Resources for WNY, Inc.
2393 Main Street, Buffalo, New York 14214
(716) 884 - 7791

A certificate of course completion is required of all participants! Your appointment can be held at their offices, our offices, or a place of mutual consent.

HAMBURG COMMUNITY DEVELOPMENT

6100 South Park Avenue * Hamburg * New York * 14075
(716) 648-6216 * www.townofhamburgny.com/community-development
Director: Christopher Hull * Assistant Director: Timothy J. Regan

Hamburg Town Supervisor: James M. Shaw
Council Members: Shawn P. Connolly * Elizabeth C. Farrell * Karen L. Hoak * Michael R. Petrie



Homeless Prevention Program

Receipt and Understanding of Program Guidelines/Regulations Form

This form Along with its completed Signature/Notary page must be returned with your Program Application

*** PLEASE KEEP A COPY FOR YOUR RECORDS AS WELL ***

With (my)(our) initials below, (I)(we) acknowledge that the "Homeless Prevention Program Guidelines/Regulations" have been given to (me)(us) as part of our program application.

- I) With (my)(our) signature(s) below, (I)(We) hereby completely understand and agree to abide by this program, and its guidelines/regulations, and (I)(we) will comply with the instructions of the Town of Hamburg Department of Community Development in this regard including:
- A) (I)(We) hereby authorize the Town of Hamburg Department of Community Development to investigate any and all information provided within this Hometown Housing Program application.
- 1) (I)(We) have read and completely understand all information provided within this application/package.
 - 2) The information provided within is true and accurate to the best of my knowledge. I understand that Section 1001 of Title 18 of the United States Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.
 - 3) (I)(We) also certify that all financial information accompanying this program application is true and accurate. If upon further review, information that was provided to the Town of Hamburg for program purposes is found to be false, I understand that criminal proceedings will be commenced, and (my)(our) application will be withdrawn, and no further application for assistance will be provided from the Department of Community Development for any program now or in the future.
 - 4) (I)(We) acknowledge the requirement that all applicants for this program must attend "Budget/Credit/Debt counseling" prior to being awarded ANY funding through this program. These specific counseling sessions are provided free of charge by the Town of Hamburg Department of Community Development as part of this program.

SIGNATURE / NOTARY PAGE

Applicant Printed Name: _____ **Date:** _____

Applicant Signature: _____ **Date:** _____

Applicant Printed Name: _____ **Date:** _____

Applicant Signature: _____ **Date:** _____

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public