SCHOHARIE COUNTY RURAL PRESERVATION CORPORATION

597 East Main Street, P.O. Box 168
Cobleskill, New York 12043
Telephone (518) 234-7604 Fax (518) 234-4346
Statewide Relay System **TDD**
800-421-1220

Participation and Responsibility Policy

Purpose

The purpose of this policy is to establish uniform procedures and expectations governing grant-funded housing programs administered by the Schoharie County Rural Preservation Corporation (SCRPC). This policy ensures compliance with federal, state, and local regulations and provides clear guidance for homeowners, contractors, and staff participating in programs such as Housing Rehabilitation, Mobile Home Replacement, Accessibility Modification, rental assistance and other related housing assistance initiatives.

Scope

This policy applies to all programs administered or managed by the Schoharie County Rural Preservation Corporation (SCRPC), regardless of funding source or program type. It establishes uniform standards for program participation, responsibilities, compliance, and monitoring to ensure consistency, accountability, and adherence to all applicable federal, state, and local regulations.

Definitions

- **Program Participant:** Any individual, household, or entity receiving assistance, services, or benefits through a program administered by the (SCRPC). This includes, but is not limited to, participants in grant-funded housing rehabilitation, replacement, accessibility, rental assistance, or other community development programs.
- **Grant Agreement:** The executed agreement between SCRPC and the participant detailing the scope of work, funding terms, and compliance obligations.
- **Lien/Recapture Clause:** A recorded or contractual restriction placed on the assisted property, as required by the specific grant program, to ensure compliance with occupancy, resale, or repayment provisions.
- **Termination:** The discontinuation of participation or withdrawal of funding under the grant agreement.

Responsibilities

- Comply with all program rules, regulations, and eligibility criteria established by the funding source and SCRPC.
- Cooperate fully with SCRPC staff, inspectors, contractors, and funding agencies throughout the application, construction, and closeout process.
- Maintain ownership and occupancy of the assisted property as required by the specific grant program or lien/recapture terms.
- Permit reasonable access to the property for inspection, monitoring, and compliance review.
- Maintain the property in a safe, sanitary, and habitable condition after completion of grant-funded work.
- Refrain from selling, transferring, or leasing the property during any required compliance period without prior written authorization from SCRPC and/or in compliance of the grant terms.
- Treat SCRPC staff, contractors, and inspectors with professionalism and respect. Discrimination, harassment, threats, or abuse of staff or contractors will not be tolerated and may result in termination of participation.
- Report any change in circumstances that may affect eligibility or project scope (e.g., changes in income, ownership, or property condition).

Use of Funds

- Grant funds shall only be used for eligible expenses directly related to approved project activities and in accordance with the funding source's regulations.
- Participants shall not receive cash payments or reimbursements except as expressly permitted under program guidelines.
- All project costs must be verified, reasonable, and documented prior to disbursement.
- Work must be performed by contractors, approved and procured in accordance with SCRPC and funding source requirements.

Monitoring and Compliance

SCRPC will monitor all projects for compliance with applicable grant requirements. Monitoring may include file reviews, site inspections, financial audits, and homeowner interviews. Failure to comply with program requirements may result in enforcement actions as outlined below.

Grant Termination and Future Eligibility

In the event that a grant is terminated, eligibility for future grants or other forms of support from the SCRPC may be affected. Each situation will be reviewed and considered on a case-by-case basis.

Termination of Grant Agreement

Termination by SCRPC
SCRPC reserves the right to terminate a grant agreement under any of the following circumstances:

- The participant fails to comply with program rules, grant terms, or this policy.
- The participant provides false, misleading, or incomplete information.
- The participant obstructs or refuses access for inspections or monitoring.
- The participant fails to maintain required insurance or other grant conditions.
- The participant engages in abusive or uncooperative behavior toward staff, contractors, or representatives of the funding source (to include, but not be limited to), through verbal abuse, threats, harassment, or refusal to cooperate with reasonable requests.
- The participant disagrees with, refuses to accept, or attempts to alter the scope of work prepared by the Construction Consultant and approved under the terms of the grant. The participant may raise concerns or request modifications to the approved scope of work with SCRPC staff; however, any proposed changes must be reasonable, comply with all applicable program and grant requirements.
- The project becomes infeasible due to property condition, funding limitations, or failure to secure necessary permits or approvals.

Termination by the participant
Participant may voluntarily withdraw from participation prior to project commencement by providing written notice to SCRPC. Once a construction contract has been executed or funds obligated, withdrawal may result in repayment of expended funds, administrative costs, or other penalties as permitted by the grant terms.

Termination by Funding Source
If a grantor agency withdraws or rescinds funding for reasons beyond SCRPC's control, SCRPC shall not be held liable for completion of the project. The program participant understands that the project must remain within the approved funding amount. If the project costs exceed the allocated funds or the funding is no longer available, SCRPC is not responsible for completing work beyond the approved amount.

Recapture and Repayment
In the event of termination or noncompliance:
SCRPC may require repayment of all or a portion of the grant funds in accordance with the lien or recapture clause. A lien may be recorded against the property to secure repayment obligations. Failure to repay may result in legal action, collection proceedings, or other remedies that are permitted by law.

Appeals Process
Homeowners may submit a written appeal within fifteen (15) calendar days of receiving notice of termination or repayment. Appeals will be reviewed by the Executive Director and, if necessary, by the SCRPC Board of Directors. The decision of the Board shall be final.

Staff Conduct and Responsibilities

- SCRPC staff shall act in accordance with organizational ethics, conflict of interest, and confidentiality policies.
- Staff should ensure fair and equitable treatment of all participants.

- No staff member shall offer or accept favors, gifts, or personal benefits in connection with any grant-funded activity.
- All staff interactions with participants and contractors must be professional, courteous, and impartial.

Contractor Conduct and Responsibilities

- Contractors must comply with all applicable licensing, insurance, and procurement requirements.
- Contractors shall perform work in accordance with approved specifications, building codes, and professional standards.
- Unprofessional conduct, unsafe work practices, or harassment of participants or staff shall be grounds for removal from the approved contractor list.

Record Retention

All grant, and participants records shall be maintained in accordance with applicable state and federal record retention requirements and SCRPC's internal policies and outlined by grant terms.

Policy Review and Amendment

This policy shall be reviewed periodically and may be amended by the SCRPC Board of Directors to remain compliant with evolving regulatory requirements and best practices.