

INTERMEDIARY TECHNICAL ASSISTANCE GRANT AGREEMENT

This Intermediary Technical Assistance Grant Agreement (the "Agreement") between the Department of Housing and Urban Development ("HUD") and _____ (the "Intermediary") (Tax Identification Number _____) for Grant Number _____, is made pursuant to the FY 1998 HUD Appropriations Act, under Section 514 of the legislation entitled Multifamily Assisted Housing Reform and Affordability Act of 1997 ("MAHRA").

Grant Amount: \$ _____

The following are hereby incorporated into this Grant Agreement:

1. Intermediary's Application;
2. Acknowledgment letter from HUD informing the Intermediary of its acceptance; and
3. Notice of Funding Availability for Intermediaries to Administer Technical Assistance Grants for the Mark-To-Market (M2M) Program (63 Fed. Reg. 23931, April 30, 1998) (the "NOFA").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Intermediary agree as follows:

The Intermediary agrees to carry out its grant activities under this Grant Agreement in compliance with MAHRA, the NOFA and any other applicable laws, regulations and requirements (including recordkeeping requirements), and with the activities listed in Appendix A to the NOFA. The Intermediary also agrees to accept responsibility for such compliance by any other entities to which it makes grant funds available.

Subject to the provisions of this Grant Agreement, HUD will make grant funds in the amount stated above available to the Intermediary. The Intermediary's rights under this Grant Agreement may not be assigned without prior written approval of HUD.

ARTICLE I. DEFINITIONS

- (a) The term "Grant" as used herein refers to funds provided under this Grant Agreement.
- (b) The term "Intermediary" as used herein refers to the grant recipients identified above.
- (c) The term "Grant Officer" means the official authorized by HUD to execute and/or administer this Grant. The Grant Officer shall be the Deputy Assistant Secretary for Multifamily Housing Programs.
- (d) The term "Grant Representative" means the HUD individual who is responsible for the technical administration of the Grant, the evaluation of performance under the Grant, the Acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the Grant.

ARTICLE II. SCOPE AND CONDUCT OF WORK

(a) In General: The Intermediary is responsible for the award and administration of technical assistance grants to eligible sub-recipients. In order to effectively perform these responsibilities, the Intermediary must, at a minimum, perform the following:

- (1) Advertise fund availability for the geographic jurisdiction overseen;
- (2) Seek out eligible applicants, using at least the following methods: (a) contact all of the Outreach and Training Organizations that have been selected in areas within the Intermediaries state-grouping. This list can be obtained from the M2M person in the Office of Multifamily Housing Mortgage and Housing Assistance Restructuring (OMAR), (b) contact the National Association of HUD Tenants who may be able to provide a list of active client groups in the state-grouping, (c) Contact the Corporation for Public Service who can provide a list of AMERICORPS Vista volunteers in properties within the state-grouping, (d) utilize the property address list of eligible M2M properties and mail ITAG grant information sheets to tenant groups in the property.
- (3) Produce and distribute grant application kits;
- (4) Review, approve or reject grant applications;
- (5) Execute grant agreements;
- (6) Voucher and disburse grant funds;
- (7) Monitor activities of sub-recipients under the grant, including compliance under the grant agreement, throughout the term of the grant;
- (8) Create an information network (e.g. newsletter, web site, monthly or bi-monthly update, etc.) which information can be disbursed to sub-recipients and sub-recipients can ask program questions and receive response and all recipients have access; and
- (9) Any other activities specified in Exhibit 2 to Intermediary's Application.

(b) Administration of Grants. The Intermediary shall perform the activities listed above in accordance with Exhibit A to this Grant Agreement

ARTICLE III. COMPENSATION

The Intermediary shall receive a start-up fee of \$40,000 upon execution of this Grant Agreement. The Intermediary shall receive a fee of five percent (5%) of each technical assistance grant voucher that the Intermediary submits, which shall be disbursed coterminous with the voucher draw-downs. Such fees are based on the Intermediary successfully performing the specific tasks listed in Article II.

If an Intermediary reviews and rejects a technical assistance application, it shall receive an administrative fee of \$600. If the Intermediary receives no technical assistance grant applicants, it shall receive only the start-up fee.

ARTICLE IV. PERIOD OF PERFORMANCE

The Intermediary shall accept and process applications from potential sub-recipients for a period of two years following the date of execution of this Grant Agreement. The Intermediary shall continue to administer any grant approved by the Intermediary for a period equal to the lesser of (1) two years following approval of the grant, and (2) close-out of the grant.

ARTICLE V. CONFLICT OF INTEREST

- (a) Funds received under this Grant Agreement shall not be used to supplant or duplicate other resources for the proposed activities. In carrying out its duties under this Grant Agreement, the Intermediary must avoid even the appearance of a conflict of interest. All executives, board members, key management personnel, or any other person or entity with direct or indirect control, is required to execute a Conflict of Interest Certification at the time of execution of this Grant Agreement and on each anniversary date of execution.
- (b) Neither Intermediaries, nor their employees, officers or affiliated entities, may receive payment, directly or indirectly from the proceeds of grants they have approved. In addition, Intermediaries may not provide other services to sub-recipients with respect to the specific properties for which the grant has been awarded.

ARTICLE VII. PROGRESS REPORTS

The Grantee shall submit a progress report every three months. These progress reports shall include reports on both performance and financial progress and shall conform with OMB Circulars A-87, A-110, A-122 and A-133, and 24 CFR Part 84, wherever applicable.

- (a) The performance reports must contain the information required under the OMB Circulars referenced above and 24 CFR Part 84, wherever applicable.
- (b) The financial reports shall be submitted on Standard Form 269 and a breakdown in costs on Standard Form 424A or a form to be provided by HUD.
- (c) The reports shall list:
 - (1) the name and address of each recipient of assistance;
 - (2) contact person and telephone number of recipient;
 - (3) type of grant award;
 - (4) copies of the grant agreements;
 - (5) amount of dollars drawn down for each sub-recipient;
 - (6) the accomplishments, to date (short narrative) on each line item activity with a justification of the amount of grant funds used;
 - (7) progress resulting from training activities; and
 - (8) Any "best practices" developed.

No Grant payments will be approved if the Intermediary has overdue progress reports until the report has been submitted and approved.

- (d) All accounting and other records associated with grant administration must be retained and made available to HUD or its designee in accordance with 24 CFR §84.53.
- (e) Intermediaries must comply with the audit requirements set forth in 24 CFR Part 45.

ARTICLE VIII. CLOSEOUT

- (a) Within 30 days of the expiration of the term of this Grant Agreement or completion of Grant activities, whichever occurs first, the Intermediary shall request HUD approval to initiate closeout in compliance with either the OMB Circulars referenced above, and 24 CFR Part 84, wherever applicable. At HUD's option, the Intermediary will delay initiation of closeout until the resolution of any HUD monitoring findings. If HUD exercises this option, the Intermediary must promptly resolve the findings.
- (b) The Intermediary recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Intermediary and all participating parties. The Intermediary agrees to cooperate with any review in any way possible, including making available records requested by HUD.
- (c) Within 90 days after HUD approval to initiate closeout, the Intermediary shall provide to HUD the following, in the format(s) approved by HUD:
 - (1) A certification of compliance with all requirements of this Grant Agreement.
 - (2) An audit report meeting the requirements of the OMB Circulars referenced above, and 24 CFR Part 84, where applicable. The report shall include a listing of the amount and types of costs charged to the Grant that meets allowability and allocability cost requirements.
 - (3) A final performance report providing a comparison of actual accomplishment with each of the program commitments and objectives and additional pertinent information.
- (d) The Intermediary agrees that the Grant may be reduced if the project costs, meeting the standard of OMB Circulars A-122 and A-87 and 24 CFR Part 84, are less than the Grant amount plus other funds provided to the program.
- (e) When HUD has determined to its satisfaction that the Grant funds are allowable, the activity was completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Intermediary will sign the Closeout Agreement.
- (f) The Closeout Agreement will include the Intermediary's agreement to abide by any applicable continuing federal requirements in compliance with the NOFA (except as otherwise specifically conditioned by this Grant Agreement), and any applicable laws, regulations, and requirements.

ARTICLE IX. DEFAULT

A default under this Grant Agreement shall consist of any use of Grant funds for a purpose other than as authorized by this Grant Agreement or any other material breach of this Grant Agreement, or any misrepresentation in the application submissions which, if known to HUD, would have resulted in this Grant not being provided. If HUD determines preliminarily that the Intermediary is in default, HUD will give the Intermediary notice of this determination and the corrective or remedial action proposed by HUD. The Intermediary shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed thirty days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action. If HUD determines that the Intermediary will continue to expend Grant funds contrary to this Grant Agreement unless HUD takes immediate action, HUD may implement a remedial action appropriate to prevent such mispending concurrently with issuing a notice of default. Corrective or remedial actions that HUD may instruct the Intermediary to undertake under this Grant Agreement may include, but not be limited to:

- (1) Preparing and following a schedule of actions and/or a management plan for properly completing the approved activities affected by the default;
- (2) canceling or revising the affected activities prior to expending Grant funds for them, revising the Grant budget as necessary, and substituting other eligible activities;
- (3) Discontinuing draws under the LOCCS System, and not incurring further costs, for the affected activities; and
- (4) Reimbursing HUD in the amount not used in accordance with this Grant Agreement.

Where HUD determines that corrective or remedial actions by the Intermediary have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this Grant Agreement:

- (1) Change the method of payments under the LOCCS from an advance to a reimbursement basis;
- (2) Suspend the Intermediary's authority to make draws under the LOCCS for affected activities for not more than ninety (90) days, pending action to cure the default and prevent further default by the Intermediary, or final remedial action by HUD;
- (3) Reduce the Grant in the amount affected by the default;
- (4) Terminate the Grant as to all further activities and request the Intermediary to initiate closeout procedures;
- (5) Take action against the Grantee under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
- (6) Take any other remedial action legally available.

No delay or omission by HUD in exercising any right or remedy under this Grant Agreement shall impair HUD's ability to exercise such right or remedy or constitute a waiver of, or acquiescence in, any Intermediary default.

ARTICLE X. CERTIFICATIONS

The Intermediary certifies that it shall comply with the provisions of the Fair Housing Act (42 USC 3601-3619); Title VI of the Civil Rights Act of 1964 (42 USC 2000d); Executive Order 11063 as amended by Executive Order 12259 (3 CFR 1958-1963 Comp, p. 652 and 3 CFR 1980 Comp., p. 307); section 504 of the Rehabilitation Act of 1973 (29 USC 794); the Age Discrimination Act of 1975 (42 USC 6101-6107); Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), Executive Order 11246 (3 CFR 1964-1965 Comp, p. 339), Executive Orders 11625, 12432, and 12138 and all implementing regulations issued pursuant to these statutes and authorities.

This Grant Agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

Signature of Authorized Official

Title

Date

INTERMEDIARY

Name of Organization

Signature of Authorized Official

Title

Date

Appendix A

ADMINISTRATION OF GRANTS

(1) Technical Assistance Grants.

(a) Resident Capacity Grant (RCG)

A RCG can be approved for a maximum of \$20,000. The Intermediary shall produce and distribute application kits to Resident Capacity applicants. All acceptable applications must be approved unless there are no funds available for Resident Capacity grants. Intermediaries shall review and approve or reject applications for Resident Capacity grants based on the following threshold criteria:

- (i) The applicant meets the eligible applicant criteria listed in paragraph 2;
- (ii) The applicant is applying for funds for eligible activities listed in paragraph 5(a);
- (iii) The applicant has notified the residents of its application in accordance with paragraph 2;
- (iv) The plan for promoting the ability of residents to participate meaningfully in the preservation process is reasonable and feasible;
- (v) The budget submitted with the application reflects reasonable costs directly associated with the grant activities; and
- (vi) The estimate of time necessary to achieve completion of activities and delivery of products is reasonable and realistic and within the time frames set forth in the applicable program regulation.

(b) Predevelopment Grant (PDG)

A PDG can be approved for a maximum of \$70,000. The Intermediary shall produce and distribute application kits to PDG applicants. A sample application kit will be provided by the Department to the Intermediaries. Acceptable applications must be approved unless there are no funds available for PDGs. Intermediaries must review and approve or reject applications for PDGs based on the following threshold criteria:

- (i) The applicant meets the eligible applicant criteria listed in paragraph 2;
- (ii) The applicant is applying for eligible activities listed in paragraph 5(b);
- (iii) The applicant has notified the residents of its application in accordance with paragraph 2;
- (iv) The plan for promoting and achieving a resident supported purchase of the property must be reasonable and feasible and in conformance with the appropriate program regulations and guidelines. This will include an evaluation of the experience and capacity of the applicant's development team;
- (v) A plan for promoting and achieving the sale of the property to an eligible nonprofit organization;
- (vi) The budget submitted with the application reflects reasonable costs directly associated with the grant activities that would result in the development of a feasible purchase; and
- (vii) The estimate of time necessary to achieve completion of activities and delivery of products is reasonable and realistic and within the time frames set forth in the applicable program regulation.

(c) Public Entity Grant (PEG)

A PEG can be approved for a maximum of \$20,000. Public entities eligible to apply for such a grant include: community action, legal services and fair housing counseling agencies; State, county or local government agencies; intermediaries and others deemed appropriate by the ITAG administrator.

The intent of the PEG program is for a public agency or organization with expertise in

multifamily rental housing, tenant affairs or other preservation of affordable housing issues, to initiate activities that can further the M2M program. The Intermediary shall produce and distribute application kits to PDG applicants. A sample application kit will be provided by the Department to the Intermediaries. Applications shall be accepted on an ongoing basis.

(2) Eligible Applicants

(a) General Definition. An eligible applicant must notify residents of all occupied units that it is applying for a grant. That notification shall meet the specifications of paragraph (4) below. An eligible applicant is one of the entities described in the following paragraphs (1) through (4) that complies with the applicable criteria:

- (1) Resident Group. Resident Groups are eligible for Resident Capacity grants only. For an applicant to be considered a resident group, the following must be submitted:
 - (i) Evidence that the greater of 5% of the occupied units or 10 units of the subject property have heads of households that are members;
 - (ii) A copy of a notice announcing an organizational meeting to discuss resident participation in decisions affecting the project;
 - (iii) A copy of the agenda of the organizational meeting referred to in item (ii) of this paragraph; and
 - (iv) A list of attendees of the organizational meeting referred to in item (ii) of this paragraph.
- (2) Resident Council (RC). For an applicant to be considered an RC, it must meet the definition of "resident council" as set out in 24 CFR 248.101. Specifically, an RC is any incorporated nonprofit organization or association in which membership is available to all the tenants, and only the tenants, of a particular project and:
 - (i) Is representative of the residents of the project;
 - (ii) Adopts written procedures providing for the election of officers on a regular basis; and
 - (iii) Has a democratically elected governing board, elected by the residents of the project.
- (3) Community-Based Nonprofit Housing Developer (CBD). For an applicant to be considered a CBD it must submit evidence that it:
 - (i) Is classified as tax exempt under section 501(c)(3) of the IRS Code of 1986;
 - (ii) Has been in existence for at least two years, and has at least two years of housing and community development experience, prior to date of application;
 - (iii) Has a record of service to low- and moderate-income people in the community in which the project is located;
 - (iv) Is organized at the neighborhood, city, county or a multi-county level;
 - (v) In the case of an organization seeking to acquire eligible housing under LIHPRHA, agrees to form a purchasing entity that conforms to the definition of a community-based nonprofit organization (CBO) in Sec. 248.101;
 - (vi) Agrees to use its best efforts to secure majority tenant consent to the acquisition of the project for which grant assistance is requested. Evidence of "best efforts" shall include a plan in the application which details method for securing such support. In addition, continued evidence of "best efforts," such as additional resident meetings and notices, is required as a grantee moves towards a purchase.
- (4) Public Entity. For an applicant to be considered a public entity, it must be an organization affiliated with State, county or local government, or: a community action agency, legal services or

fair housing counseling agency; intermediary; or others deemed appropriate by the ITAG administrator.

(b) Resident Capacity Grant Applicants. Applicants for Resident Capacity grants must meet the eligibility criteria listed in paragraph (1). In addition, these grants may be made only with respect to eligible M2M housing.

(c) Predevelopment Grant Applicants. Predevelopment grant applicants must be RCs or CBDs meeting the criteria listed in paragraph (1). These grants may be made only to organizations seeking to purchase the property, with the support of a majority of the residents. The owner of the property must have entered into a binding agreement to sell the housing to the applicant organization. This binding agreement shall not necessarily be a formal sales contract; rather, it may state that the owner will neither work with nor accept a purchase offer from any other entity during the term of the grant, as long as the grantee is progressing towards a purchase offer and acquisition in a reasonable period of time.

(d) Conflict of Interest. Each applicant must certify that its organization is not a "Related Party", as set forth in 24 CFR Part 84, and that no individual that has, or has had within the last five years, a personal or professional relationship with the owner entity will receive financial benefit from the grant funds. This certification shall prohibit using mutual consultants, attorneys, etc. It shall not explicitly prohibit using architects or engineers that have worked with the owner or in the property in the past, as long as there is no ongoing professional relationship with the owner that could be perceived as a conflict of interest. A nonprofit general partner of an eligible property that is attempting to buy out its limited distribution partners is exempt from this part of the conflict of interest requirement. The certification shall also require disclosure, to the intermediary and the tenants, of any relationship with ownership, management, or any other parties to a sale, and will state that the applicant will not seek any financial benefit from project ownership or operations other than those disclosed.

(3) Ineligible Applicants

(a) Entities that have applications pending for funds under the HOPE 2 program are not eligible to apply for funding under this NOFA.

(b) Entities that have been awarded grants under the Preservation Technical Assistance Grants NOFA (entitled "Technical Assistance Planning Grants for Resident Groups, Community Groups, and Community-Based Nonprofit Organizations and Resident Councils") issued April 6, 1994, may not receive funds under this NOFA for any properties for which those grants were funded either until all funds awarded to the grantee under the 1994 NOFA have been expended, or until the grant under the April 6, 1994, NOFA has been terminated as a result of a new grant approval under this NOFA. The total funds received from the April 6, 1994, NOFA plus the total grant award for this NOFA may not exceed the funding limits of this NOFA. A grantee under the April 6, 1994, NOFA is eligible for funds under this NOFA only if it also meets the eligibility criteria of this NOFA and meets the notification requirements of Paragraph B above.

(4) Resident Notification

Each applicant will be required to notify residents of the property of its application prior to submitting the application package to the intermediary. That notification shall be in writing, be distributed to each resident of the property, and include a summary of the applicant's plan for the property. The notification shall also include a statement that residents can themselves become eligible applicants under the M2M Technical Assistance grant program. In addition, the applicant must meet with the residents of the property at least two weeks prior to application submission, and give the residents at least two weeks notification of such meeting. In that meeting, the applicant must provide the following information to the residents:

- A summary of the grant proposal;
- A list of members of the board of directors, if known;
- A list of the proposed development team and management company, if known;
- A list of all proposed consultants and attorneys;
 - Disclosure of any relationship with ownership, management, or any other parties related to the owner or, if applicable, related to the sale; and
- Information on how the residents may comment to the intermediary on the applicant's proposal and that residents shall have 14 days to submit comments to the applicant and to the intermediary on the proposal. This information shall include a name and contact number for the intermediary and a name and phone number for a contact person in the applicant organization. If the applicant is unable to make this notification due to lack of access to the property or lack of resident addresses, the applicant may contact the intermediary for assistance. The intermediary may contact the owner to request access or resident addresses for the applicant. If the owner is uncooperative, the intermediary may contact the HUD field office for assistance. If residents make substantive comments to the intermediary, the applicant will be required to address these comments prior to any grant award from the intermediary.

(5) Eligible Technical Assistance Grant Activities

(a) Resident Capacity Grants. RC grants may be used to cover expenses for the following activities:

- Resident outreach and coordination;
- Legal services to incorporate the resident organization or RC, establish a board of directors, write by-laws, or establish nonprofit status;
- Accounting services for budgeting, planning, and creation of accounting systems that are in compliance with OMB Circular A-110 or A-122;
- Conducting resident meetings and democratic elections;
- Training residents and developing resident leadership; and
- Hiring an architect or engineer to advise the residents during the Preservation Capital Needs Assessment and or the appraisal stage of the Preservation process.
- Other technical assistance related to developing the capacity of the residents of the organization to meaningfully participate in decisions related to the project.

(b) Predevelopment Grants. Predevelopment grants may be used to cover consultant costs, and grantee staff and overhead costs related to the following activities:

- Legal services to organize a purchasing entity;
- Accounting services for budgeting, planning, and creation of accounting systems that are in compliance with OMB Circular A-110 or A-122;
- Preparing bona fide offer including contracts & other documents to purchase property;
- Training residents, resident council staff and board members on the M2M process and in skills related to the operation and management of the project;
- Developing and negotiating management contracts, related contract monitoring, and management procedures;
- Engineering studies, such as site, water, and soil analysis, mechanical inspections; and estimations of the cost of rehabilitation and of meeting local building and zoning codes, in anticipation of purchasing a property, as necessary to
- Securing financing and preparation of mortgage documents, transfer documents, and other documentation incident to closing a purchase offer;
- Preparing feasibility analyses, market studies and management plans;
- If applicable, creating a Community-Based Nonprofit Organization that conforms to the definition of such organization under 24 CFR Sec. 248.101;

- Other activities related to promoting the ability of eligible applicants to acquire, rehabilitate and competently own and manage eligible housing.
- (c) Public Entity Grants. May be used to cover the following activities:
- All activities listed under resident capacity and predevelopment and,
 - Training tenants or organizations affiliated with a M2M eligible property in that area of expertise in which the public entity has been associated.

(6) Ineligible Grant Activities

Examples of activities that are not eligible to be funded for technical assistance grantees include:

- Earnest money deposits as part of a purchase offer;
- Purchase of land or buildings or any improvements to land or buildings;
- Activities not directly related to eligible activities listed in paragraph D of this Appendix A;
- Entertainment, including associated costs such as food and beverages, except that refreshments served at resident meetings shall be allowable to the extent they facilitate resident participation in planning for the grant;
- Payments of fees for lobbying services;
- Activities funded from other sources;
- Activities completed prior to time applicant becomes eligible for a grant; and
- Activities performed by the administering intermediary.

(7) Timeframes.

(a) General

Once funding availability is advertised by the Intermediary, technical assistance applications will be submitted to the Intermediary on an ongoing basis. If the applications are acceptable, grants must be awarded no later than 30 calendar days after a complete application is received by the Intermediary (first come, first served). If the application is found to be substantially complete (i.e., there are no missing exhibits), but technically deficient (i.e., an exhibit does not adequately meet the application requirements), the Intermediary will send the applicant a deficiency letter and allow 14 days for resubmission on the deficient exhibits. The Intermediary will have an additional 30 days to review and approve an application, following receipt of application revisions. If the application is not substantially complete, it will be rejected.

(b) Competing Grant Applications

If a second technical assistance application is received within 30 days of receipt of the first application for any property, and if that application is for the same grant category, the Intermediary shall have an additional 20 days to review both applications. The total review time for any grant cannot exceed 50 days after receipt of a complete application. If the competing applications are for RCGs, resident groups and Resident Councils shall have priority over other applicants. If the competing applications are for PDGs, and both are found technically acceptable, the Intermediary will return the applications with instructions that the applicants meet together and with the residents to reach a resolution for a final application. If no compromise is reached, the Intermediary shall approve the applicant that the Intermediary finds most capable of performing grant and nonprofit sponsor activities. In addition, in the case of any application, if there is an indication that a majority of the residents oppose the applicant's selection, that application shall be denied.

(8) Decision Not To Fund

In any denial of award letter, the Intermediary shall be required to explain the reasons for its determination. In addition, if the Intermediary makes a determination that results in a reduction of proposed grant funds, that determination shall also be explained in writing.

(9) Appeals

If an application for either a RCG, PDG or PEG is denied, the applicant will have the right to appeal that denial to the Department. The appeal must be made within 45 days of application rejection to: M2M staff, Office of OMAR, Department of Housing and Urban Development, 451 7th Street, NW., room 6284, Washington DC, 20410. The Department will make a binding determination within 45 days of the appeal.

(10) Award Notification

(a) Notification to Residents. If an applicant is awarded and accepts a RCG or PDG, the applicant must inform the residents of the property about the award, by posting a notice or through a resident meeting or both, within three weeks of the applicant's acceptance of the award.

(b) Notification of Outreach and Training Grantees. The Intermediary shall notify any Outreach and Training Grantee (OTAG) who serves the geographic area in which an ITAG grant is awarded at least 48 hours prior to allowing a sub-recipient to make its initial draw-down.

(c) Notification of Public Administrative Entity. The Intermediary shall notify the Public Administrative Entity (PAE) for the project (if assigned) within 30 days of making the award.