

MEMORANDUM OF AGREEMENT
Between
ALBEMARLE COUNTY OFFICE OF HOUSING
And
PIEDMONT HOUSING ALLIANCE (PHA)

This Memorandum of Agreement (MOA), dated March 30, 2007 by and between the ALBEMARLE COUNTY OFFICE OF HOUSING (ACOH) and PIEDMONT HOUSING ALLIANCE (PHA), sets forth the roles and responsibilities of both parties in the implementation of the Albemarle County Homebuyer Assistance Program (ACHAP). ACHAP is funded by local general funds and/or other locally-controlled funds appropriated by the Albemarle County Board of Supervisors.

Term

This term of the agreement is from date of execution of this MOA through June 30, 2008 provided that the agreement may be terminated upon a sixty-day written notice by either party. Such notice shall specify the reason for termination and provide options for corrective actions as appropriate. The agreement may be terminated by mutual agreement in writing at any time. The agreement may also be extended by mutual agreement in writing with the appropriation of future funding.

Allocation of Funds

The Albemarle County Office of Housing (ACOH), with input from the Albemarle County Housing Committee, shall determine how funds will be allocated and shall establish eligibility requirements for ACHAP.

The participation of Albemarle County and ACOH in this program shall be contingent on the appropriation of sufficient funds by the Albemarle County Board of Supervisors. In the event that said County Board of Supervisors does not appropriate sufficient funds for this program, Albemarle County and ACOH may terminate their participation in this program with no further obligation(s).

Disbursement and Investment of Funds

Upon execution of this Memorandum of Agreement, local general funds appropriated shall be disbursed to PHA for deposit in an insured, interest-bearing account and shall become assets of a housing fund established by PHA on behalf of the County. Appropriate accounting measures shall book and track separately all County funds.

All repayments and/or recapture of funds shall be deposited as program income into the housing fund account. If repayment and/or recapture on any loan is insufficient to satisfy the entire debt, PHA shall consult with the County's Chief of Housing regarding forgiveness of all or a portion of the indebtedness.

Eligible Use of Funds

ACHAP shall be used to provide down-payment and closing cost assistance to income-eligible, first-time homebuyers, as outlined in the attached requirements. Program income shall be used in accordance with these requirements, except that PHA may retain up to fifteen percent (15%) of any interest earnings to offset fund management costs. Interest earnings shall include interest paid on deposits and interest paid on repaid/recaptured loans.

Reservations/Commitments

All prospective applicants shall be referred to PHA by the primary lender upon prequalification for a home purchase. If the applicant has completed counseling and pre-qualification, the referring agency shall provide PHA with a copy of the counseling certification. PHA shall be authorized to issue a

commitment for ACHAP funds in an amount not to exceed those prescribed in the attached requirements.

Closing Loans/Security

PHA shall develop all legal documents necessary to close loans and provide security for the ACHAP funds. Loan terms and interest rates are provided in the attached requirements. The note should be payable to PHA, its designee(s) or assign(s). PHA shall designate the trustees for the legal documents. Costs associated with preparation and recordation of loan documents may be included as a part of the deferred loan(s). However, these costs may not be in excess of the maximum loan amounts.

All documents shall be filed in the appropriate court of record for Albemarle County. Original notes and deeds of trust shall be maintained in a secure environment with appropriate safeguards to reasonably protect the documents in the event of fire or other unforeseen events.

PHA shall be responsible for executing all secondary financing agreements with the primary lenders.

Reporting

PHA shall provide the ACOH a report on the status of the funding not less than monthly. The report shall list all prospective purchasers, indicating the amount of local funds set aside for the purchase. PHA shall provide a status report showing each family's status in the process (i.e. Under contract, closing scheduled (date), etc.), and the status of each source of funding.

PHA shall also provide a quarterly report detailing loans closed and pending closing (that is, all commitments issued and purchase contract executed). This report shall include the address of property purchased, the number of persons in household, the racial characteristics of family, the head of household (ex. 2 person, single female, divorced male, elderly, disabled, etc.) household income, the amount/source of first mortgage, and the amount/source/lien position of other funding sources including the ACHAP.

PHA shall also provide a balance sheet and income/expense statement for the fund on a quarterly basis.

In the event that the program is terminated by either party or mutually terminated by both parties, all unused funds shall be returned to Albemarle County and all subsequent loan repayments, both principal and interest, shall be returned to the County within 30 days of the receipt of such funds.

Notices and Communication

For the purposes of this MOA, all written communication between PHA and Albemarle County Office of Housing will be addressed to:

PHA:

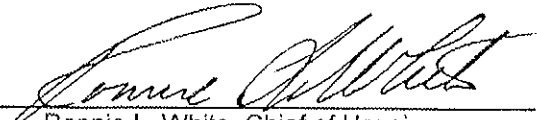
Stu Armstrong, Executive Director
2000 Holiday Drive, Suit 200
Charlottesville, VA 22901

Albemarle Office of Housing:

Ron White, Chief of Housing
County of Albemarle
1600 5th Street, Suite B
Charlottesville, VA 22901

Our signatures witness our Agreement:

ALBEMARLE COUNTY OFFICE OF HOUSING

BY 
Ronnie L. White, Chief of Housing

Date: 3/30/07

PIEDMONT HOUSING ALLIANCE (PHA)

BY 
President

Date: 3/30/07

COPY

August 3, 2010

MEMORANDUM

TO: Stu Armstrong
Piedmont Housing Alliance
FROM: Ron White
SUBJECT: Amendment to MOA dated March 30, 2007

Upon acceptance of the amendments, as outlined below, to the Memorandum of Agreement dated March 30, 2007 and the amendment dated March 30, 2007 pertaining to the Albemarle County Homebuyer Assistance Program (ACHAP), Albemarle County will make available an additional \$113,615 representing funds appropriated by the Board of Supervisors in FY10.

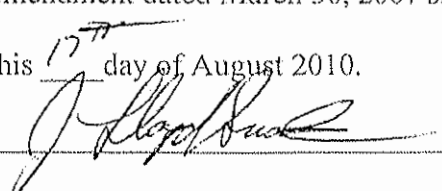
Amendment 1: Funds will be released immediately upon execution of this amendment.

Amendment 2: PHA shall retain \$60,000 of available funds through November 30, 2010 with such funds to be used by up to three (3) participants of the County's Homebuyer Club program. These participants will be referred to PHA by the County when they are prepared to purchase a home. Any unused funds after November 30, 2010 may be loaned to any eligible homebuyer.

Amendment 3: PHA may use up to \$500 per loan made with this disbursement of \$113,615 to cover administrative costs. This amount should first be collected from any interest earnings on deposits and interest earnings on repaid loans. If interest earnings are not sufficient to cover the allowable administrative costs, PHA may use recaptured funds from loan repayments.

All other elements of the March 30, 2007 MOA and the Amendment #3 from the executed Amendment dated March 30, 2007 shall remain in effect.

Accepted this 15th day of August 2010.

By: 

President of Piedmont Housing Alliance



COUNTY OF ALBEMARLE
Office of Housing
1600 5th Street
Charlottesville, Virginia 22902
Phone: (434) 296-5839; FAX (434) 293-0281

December 6, 2007

MEMORANDUM

TO: Stu Armstrong
Piedmont Housing Alliance

FROM: Ron White

SUBJECT: Amendment to MOA dated March 30, 2007

Upon acceptance of the amendments, as outlined below, to the Memorandum of Agreement dated March 30, 2007 pertaining to the Albemarle County Homebuyer Assistance Program (ACHAP), ~~Albemarle County will make available an additional \$300,000 representing funds appropriated by the Board of Supervisors from cash proffers supporting affordable housing initiatives.~~

Amendment 1: Funds will be released by the Office of Housing as needed to meet loan commitments with the initial disbursement of \$200,000.

Amendment 2: To the extent possible, preference shall be given for the use of these funds in the 29 North corridor provided however that no eligible homebuyer is denied assistance based on the location of a home purchased in Albemarle County.

Amendment 3: The maximum assistance is increased from \$16,500 to \$19,100.

All other elements of the March 30, 2007 MOA remain in effect.

Accepted this 6th day of December, 2007

By: Helen Flumini
Helen Flumini
President of Piedmont Housing Alliance