



## **PENNVEST Homeowner Septic Loan**

# **Program Guidelines**

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# INTRODUCTION

The Pennsylvania Infrastructure Investment Authority ("PENNVEST") has teamed with the Pennsylvania Housing Finance Agency ("PHFA" or the "Agency") to offer the PENNVEST Homeowner Septic Loan Program.

## Purpose of the Program Guidelines

These PENNVEST Homeowner Septic Loan Program Guidelines, including all appendices and forms, supplement the Participation Agreement executed by PHFA and the Lending Institution participating in the program (the "Participant"). These Guidelines provide essential information about the program requirements and process. Nothing in this manual shall be construed in such a manner as to conflict with, alter, or amend any federal or state law or regulation applicable to PENNVEST, PHFA or the Participant. These guidelines may not be altered or added to without prior written approval from the Agency and are subject to change or termination at the Agency's discretion upon written notice to Participant.

Requests for exceptions or clarifications to these guidelines must be submitted in writing using the form provided by PHFA *along with any relevant supporting documentation* to [septic@phfa.org](mailto:septic@phfa.org) or by fax to 717-780-3872. Clearly identify the question as pertaining to the Title I Pennvest loan program. If the exception request pertains to credit issues, the complete credit report must be provided in addition to any other relevant supporting documentation. If it is an income issue, provide pertinent income documentation.

## Purpose of the PENNVEST Homeowner Septic Program

The purpose of the PENNVEST Homeowner Septic Loan Program (the "Program") is to provide access to credit for homeowners facing on-lot septic system repairs or replacements, existing sewer lateral connection repairs or replacements OR first-time connections to public wastewater collection and treatment systems, and who are unable to afford or qualify for traditional private sector home equity loans.

On-lot septic system work performed with loan proceeds must be approved by the local Sewage Enforcement Officer as an acceptable solution to the borrower's on-lot system failure. All sewer lateral work must be done in accordance with the Pennsylvania Domestic Wastewater Facilities Manual, found at <http://www.elibrary.dep.state.pa.us/dsweb/Get/Document-106697/362-0300-001.pdf> Sewer work completion certifications (form 56002) must be signed by appropriate representatives of the Municipal Authority or its consulting engineers.

The Agency reserves the right to deny a loan application if the home cannot be made safe, sanitary, and habitable with the Pennvest Homeowner Septic Loan proceeds.

# CHAPTER 1

## PROGRAM ADMINISTRATION AND PARTICIPANT COMPENSATION

Program loans are provided to eligible homeowners by Participants approved by PHFA as Sponsored Third Party Originators under the United States Department of Housing and Urban Development ("HUD") Federal Housing Administration ("FHA") Title I Property Improvement Loan Insurance Program ("Title I").

Participants are approved by PHFA to participate in the Program through an open application process. The application is available to all interested, eligible parties on PHFA's website at [www.phfa.org](http://www.phfa.org). The application is also available by contacting the Agency at 717.780.3871 or 1.800.822.1174, or by writing to: PHFA, Homeownership Programs Division, 211 North Front Street, P.O. Box 8029, Harrisburg, PA 17105-8029. As part of the approval process, Participants must document they are not subject to sanctions or administrative actions disqualifying them for participation in the origination of FHA-insured loans. Participants must be familiar with the FHA Title I regulations and guidelines.

The current Title I Handbook is found on the internet at [https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/hsgh/4700.1](https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4700.1)

The pending FHA Guidelines, while not yet in force as of May 2019, are at [https://portal.hud.gov/hudportal/documents/huddoc?id=Title\\_I\\_Draft.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=Title_I_Draft.pdf)

Participants' responsibilities under the Program include:

- 1) Marketing the Program to potential borrowers during the course of regular business operations (i.e., mentioning it during relevant customer interactions and displaying brochures in branch office information kiosks and at homeowner/homebuyer events).
- 2) Completing loan applications, providing initial disclosures to applicants, providing underwriting-ready loan packages to PHFA.
- 3) Communicating PHFA's credit determinations to applicants.
- 4) Closing loans, providing all final borrower disclosures and recording mortgages in PHFA's name.

### **Contractual Obligations**

Upon approval of its application to participate in the Program, the Participant will execute a Participation Agreement with PHFA. The Participation Agreement is not assignable or transferable without PHFA's prior written approval, and it remains effective until the Participant or PHFA provides written notice of an intention to discontinue participation in the Program upon the completion of all loan originations in process and/or the depletion of Program funds.

## Participant compensation

Participant Compensation is \$1,500 per closed loan, and will be paid to Participants by PHFA once the Agency receives the complete loan (Origination and Closing) file. Borrowers pay 5% of the closed Homeowner Septic Loan amount toward Participant compensation, which they may finance, and the Pennvest Authority contributes the balance of the \$1,500.

For example, if the borrowers' loan is \$2,500, their share of the Participant compensation will be \$125 and Pennvest will provide \$1,375. If the borrowers' loan is \$25,000, their share of the Participant compensation will be \$1,250 and Pennvest will provide \$250.

PHFA will permit borrowers to finance or pay out of pocket usual and customary third party fees, in an amount equal to the actual charges incurred. The participant compensation and third party costs are to be itemized on the Loan Estimate and the Closing Disclosures. No Closing Agent charges may be financed, per Title I regulations, and no Notary fees may be financed per PHFA Guidance.

Participants may charge the borrower for an initial credit report, initial title/lien search, and flood determination after receiving written confirmation of receipt of the Loan Estimate and a written Intent to Proceed with the loan from the applicant. These charges will be paid to the Participant, if charged during the course of developing the Origination file, even if the loan doesn't close. If the loan closes, borrowers electing to finance these third party charges must receive a credit at the loan consummation.

These upfront charges must be provided in a certified check made out to PHFA and remitted to the Agency with the Origination File. If the loan has been denied on PHFA's behalf by the Participant the Origination File must include the credit determination letter sent to the borrower. We will issue this compensation to the Participant once the Agency receives the complete loan file. (Origination or Origination and Closing files, if the loan is approved).

Borrowers who choose not to finance the participant compensation and third party fees must pay them by certified check made out to PHFA, with "Pennvest origination fees" and their PHFA loan number in the memo line. Participants remit this check to PHFA along with the Closing File.

### Sample Third Party Fees Which Borrowers May Finance:

- Credit Reports with Credit Scores
- Title/lien searches
- Life of Loan Flood Determination
- Written Employment and Income Verifications
- Recording Cost

### Third Party Fees Which Borrowers May Not Finance:

- Closing Agent fees
- Notary fees

## CHAPTER 2

### LOAN TERMS AND GUIDELINES

#### Loan Uses

The proceeds of Program loans are to be used only to finance eligible improvements, as specified below. Such improvements shall not have commenced prior to the date of the credit application.

#### Eligible:

1. Loan proceeds may be used to pay for the design or redesign of a waste disposal system, construction fees and costs, and permit fees to:
  - a. Rehabilitate, improve, repair, or replace an existing on-lot system located on a one- or two-unit (see definition of a “duplex” in chapter 4 Property Guidelines), owner occupied property that is the primary residence of the owner. All areas of Pennsylvania are eligible, unless a public wastewater collection and treatment system is accessible from the property or is planned to be constructed within five years.
  - b. Connect to a public wastewater collection and treatment system for the first time OR repair or replace an existing lateral to public sewer. First-time connections include both connecting to newly installed public wastewater collection and treatment systems, and making first-time connections to existing municipal systems after a grace period or "grandfather clause" delaying mandatory connection expires.
  - c. Relocate the home’s drinking water well, provided that relocation is required by Pennsylvania law due to the location of an on-lot septic system to be repaired or replaced with loan funds. All charges for work to be performed to relocate the well, including surveying; drilling; permits in addition to those secured for the on-lot septic system, installation of new pipes and pumps, removal of old pipes and pumps, and testing of the new pump's water quality are permitted. Shocking and irradiating treatments to pass potability tests are permitted at the time of the new well's installation.

#### Ineligible:

1. Interior plumbing.
  - a. Examples include but are not limited to repair or replacement of a home's interior plumbing lines, repair or replacement of toilets or toilet seals; or other home repairs or improvements whether or not related to an on-lot septic or sewer system failure.
  - b. Disconnect discharge lines from laundry tubs, basement and garage floor drains or other interior fixtures from the sewer or septic system, whether or not this action is mandated by the borrower’s municipality.
2. Maintenance costs associated with new or repaired on-lot septic systems, lateral connections to public sewer systems or wells installed or repaired with Program loan proceeds.

## Demolition and Restoration of Property and Amenities:

Due to the low interest, public funding that Pennvest and PHFA make available to homeowners through this loan program, payment for demolition and restoration of property and amenities will be limited to the immediate area which must be disturbed for the installation of the new on-lot septic or repaired, replaced or first-time lateral connection to public sewer.

The standard applied will be restoration to functional use, not necessarily aesthetic conformity with the adjacent property improvement(s). In addition, the reconstruction of adjacent areas may not exceed 25% of the overall construction cost, minus permits and construction fees.

### Examples of Acceptable Items:

- Retaining walls and driveways will be repaired with basic (not decorative) materials only where they must be disturbed due to construction. If repair is not possible due to age or wear of the retaining wall or driveway, and replacement must occur, a minimal “allowance” for the disturbed area’s repair may be included in the contract to be funded with the Homeowner Septic Loan. PHFA will issue this amount to the homeowner. Contractors must provide homeowners with a separate contract to completely finish the wall or driveway. This separate contract may not receive any Homeowner Septic Loan funds.
- A “finished” interior floor with carpet, tile, wood, laminate, paint, etc., will be repaired with a basic cement surface only at the area which must be disturbed for the eligible sewer or septic work. This repair is typically only in basements.

### Examples of Unacceptable Items:

- No finish or decorative “flooring” will be paid for out of loan proceeds. Examples of finish “flooring” include, but are not limited to: vinyl flooring, tile, wood, carpet, bricks, pavers, decking boards, and stamped concrete.
- Decks and porches that must be “mostly or completely” taken down will not be rebuilt. If the deck or porch is part of the sole egress from the home, PHFA staff may permit a limited “walkway” to be built with borrowed funds. The deck or porch will not be entirely restored.

**PHFA staff will make the final determination, in consultation with Pennvest Authority executive leadership, about any specific borrowers’ demolition and restoration (or related) situation.**

### Contractor Responsibilities:

Contractors are to provide estimates that clearly indicate the work area that is necessary for construction and separately bid on more complete demolition and restoration in separate contracts. Contractors that

the Agency determines are abusing this requirement may not be permitted to receive Homeowner Septic Loan funding.

## Loan Terms

In order to be eligible for Program funding, a loan must be originated in accordance with the following requirements:

- Loans shall be secured by a mortgage recorded in first or second lien position on the property requiring Program eligible improvements. Third lien position is permitted only if the first two liens were simultaneously originated for the purpose of purchasing the home or the loan amount is equal to or less than \$7,500.
  - Participants must document the satisfaction of junior liens with a lender-generated pay off statement, and applicant bank statements showing the withdrawal of the payment amount from their funds. PHFA will not issue the Construction Approval Notice without this documentation.
- Borrowers must have at least a 50% ownership interest in the property to be mortgaged and occupy it as their principal residence. The mortgaged property may be a one- or two-unit (“duplex”) property. See definition of a “duplex” in chapter 4 Property Guidelines),.
- Loans shall carry a fixed interest rate set by the Agency. As of January 1, 2019, the fixed interest rate for Program loans is 1.75 percent. The interest rate is published on PHFA’s Website, [www.phfa.org](http://www.phfa.org), and the Agency will communicate any changes to the interest rate to Participants with reasonable notice.
- The maximum term is 20 years (or 15 years for a manufactured home). Loans must be fully amortized over 10, 15 or 20 years.
- The maximum loan amount is \$25,000, including manufactured homes. FHA Title I Guidance requires two-unit (“duplex,” ) properties’ maximum loan to be \$24,000. See definition of a “duplex” in chapter 4 Property Guidelines),)
- The minimum loan amount is \$2,500.
- There are no prepayment penalties.
- PHFA will pay the Participant Compensation and reimburse for reasonable third party closing charges as specified in Chapter 5.
- Loans cannot be used in conjunction with a recorded “reverse” mortgage, such as a Home Equity Conversion Mortgage (HECM) or other private equity conversion loans.



## CHAPTER 3

### BORROWER ELIGIBILITY AND QUALIFICATION GUIDELINES

Participants are to originate a loan file for each application received, in the sequence specified in Chapter 5, gathering the documentation and making the analyses specified in these Guidelines and FHA program requirements. If the application does not meet these program criteria, the Participant is to reject the application without submitting it to PHFA for review. Participants must provide rejected applicants with a written denial letter providing all reasons for the rejection of the application. The Participant must forward such letter and all parts of the application file documenting the reason for the denial to PHFA, within 5 calendar days.

Completed origination files which appear to meet program requirements should be forwarded by the Participant to the Agency. Participants are to verify and document the applicant's eligibility for Title I insurance coverage as well qualification to receive a loan under these Program Guidelines. The Agency will make the credit determination based on its review of the applicant's file.

Participants are to use FHA Title I underwriting and eligibility specifications along with PHFA's overlays, listed below. Where Title I is silent, Participants are to use FHA Title II underwriting and eligibility criteria.

#### Identity

Applicants must be real people; living trusts are not eligible entities to receive loans.

The Participant must confirm the applicant's identity per the requirements of the PATRIOT Act. The applicant's file shall include, at the minimum, a copy of the applicant's government-issued photo identity card.

PHFA must pre-approve any loan that will be executed by someone exercising POA authority. Participants must provide a copy of a photo identity card for any individual using their Power of Attorney authority to execute loan documents on behalf of a borrower.

#### Primary Residence

The home to receive the on-lot septic or sewer repair or replacement or the first-time connection to public sewer must be the owner's principal residence in which the owner has at least a 50% ownership interest. The home may be a one- or two-unit (ie, "duplex," see definition of a "duplex" in chapter 4 Property Guidelines) property.

#### CAIVRS and LDP/GSA Checks

Participants are to examine all applicants and lending staff for delinquency on previously obtained federal loans or debarment from FHA insured loans by reviewing the Limited Denials of Participation (LDP) and Government Services Administration (GSA) lists. An applicant is not eligible for an FHA mortgage if he is presently delinquent on any type of Federal debt, unless the delinquent debt is paid in full or otherwise brought current under a repayment plan approved by the

Federal agency that is the holder of the debt. Any finding on the LDP/GSA lists other than “No results” will require cancellation of the loan application.

If the Participant is an FHA lender able to check CAIVRS they should also perform this verification on applicants and lending staff, and enclose the results in the Origination file. If not, PHFA staff will perform this examination.

## Credit

Credit information must be obtained for all persons on the loan application using a Merged, Tri-Merged, Multi-Merged or Residential Mortgage Credit Report (and supplemental information, as needed).

There is no minimum credit score. The Total Debt to Income Ratio may not exceed 45 percent unless the Participant has verified sufficient compensating factors.

All open medical and small non-medical collections must be satisfactorily explained in a written statement provided by the borrower. Borrowers should include any documentation they have to clarify their explanation, such as repayment agreements, letters indicating disputed charges, evidence of fraud, etc. The Participant should review and provide clarifications and comments, including whether or not they consider the borrower’s explanation satisfactory, to PHFA. The Agency will review these collections on a case-by-case basis. .

A small non-medical collection is less than \$1,000 in one individual collection or the aggregate of more than one collection account. These medical and small collections do not need to be paid in full prior to closing if the Agency finds the written explanation acceptable and the borrower overall demonstrates good credit management. All collections larger than \$1,000 and all judgments must be paid prior to Construction Approval.

Bankruptcies must be discharged for two years and require a letter of explanation, and reestablishment of good credit. Non-occupying co-signers are not permitted.

Real Estate taxes must be paid in full for all years preceding the year that the applicant applies for the Pennvest Homeowner Septic Loan and documentation of these payments must be collected by the Participant.. If an applicant has not yet made tax payments for the current year’s taxes (i.e., the year that they make application for the loan), they must explain in writing why their tax payments are late (or “slow”) and indicate whether they expect to be able to fully pay the current year’s taxes before the end of the year. Participants must deny borrowers who indicate that they will be unable to pay their taxes.

If the total of all work to be completed exceeds the borrowers’ loan amount, the homeowner must pay for the additional work. If the additional funds will be obtained from a source other than the borrower, the source and terms must be approved by the Agency to ensure the borrower’s total debt to income ratio is still acceptable. The Participant must document these funds with bank statements, and, if appropriate “gift letters.” At Closing the Participant collects these funds via a certified check made out to PHFA, with “Pennvest origination fees” and their PHFA loan number in the memo line. The Participant transmits them to the Agency. The funds will be held in escrow and disbursed by PHFA.

## Income Limit and Calculation of Income

As of January 20, 2016, there is not a household income limit. PHFA will re-review this income policy periodically and will notify Participants of any change.

Qualifying income for calculation of the debt-to-income ratio is to be calculated as is customary for FHA Title II lending for self-employed borrowers, commission and bonuses, overtime, etc.

There is no minimum income level, except that the borrower must have sufficient income to afford the loan. Benefit income received from Social Security the untaxed portion of retirement income, and disability income) may be grossed up by the borrowers' applicable tax rate, not to exceed 15%.

The Total Debt to Income Ratio may not exceed 45 percent unless the Participant has verified sufficient compensating factors.

### Municipal Certification (Technical Certification)

Borrowers seeking a Loan to replace or repair an on-lot septic system must provide a written verification from their local municipality that a public wastewater disposal system neither exists nor is planned to be constructed in the next five years. The Agency provides the PV8-Municipal Technical Certification form to be used for this purpose.

### Borrowers' Responsibilities regarding Loan Repayment, Work Disputes and Delays

Borrowers select vendors and contractors to perform work at their homes, and contracts between the borrower, and these vendors and contractors contain the only warranties for work being performed. PHFA, Pennvest, and Participants are not parties to these contracts and do not warranty the work that is performed with borrowed funds. Borrowers are responsible for repayment of their loan regardless of their satisfaction with the work performed.

Borrowers are responsible for repayment of their loan even if the construction schedule extends past the first payment due date. Work delays due to weather, contractor availability or other reasons do not extend the repayment period or delay the first payment due date. For this reason, borrowers should carefully consider not closing loans when weather delays or contractor availability may require them to pay on their loan prior to completion of their sewage management system.

Borrowers are responsible for paying "out of pocket" any cost overruns that exceed the amount of their Pennvest loan.

## CHAPTER 4

### PROPERTY GUIDELINES

The proceeds of each Loan shall be used to repair or replace sewer lateral connections or individual on-lot septic systems or to make first-time connections to public sewage management systems at existing residential properties. Participants are to verify and document Title I property eligibility. PHFA's overlays and specifications include:

#### General Requirements

- The property must be located in the state of Pennsylvania.
- The property must be a one- or two-unit ("duplex," see definition of a "duplex" in chapter 4 Property Guidelines) property, owner-occupied by the applicant as his or her permanent principal residence.
- The property must be owned by a real person. Homes that are assets of a living trust are not eligible. Homes securing reverse mortgages are also not eligible.
- The Property must be a primary residence, and not a business, investment or vacation/recreational home.
- The property must be zoned as "Residential."
- The property should be no larger than 10 acres. PHFA may make exceptions for larger tracts based on the surrounding community's lot sizes, and land use. Completed property. Loan funds may not be used to install on-lot systems or make first-time connections for homes being built (i.e., "new construction").
- Individual homes in Planned Unit Developments ("PUDs") are eligible with written documentation clearly indicating the on-lot septic system or existing or new lateral connection to the public sewage management system (not "community system") is the responsibility of the homeowner.
- Condominiums may be eligible with the prior written approval of PHFA.
- The property must be in a condition that can be made habitable and sanitary upon the completion of appropriate repairs with funding available from the Loan and other available home improvement funding sources. In the event that this is not possible, the Participant may decline the applicant and refer them to an appropriate social or human services agency.
- Homeowners must agree to maintain their upgraded or new on-lot system in good repair, have it pumped out regularly, and to monitor its functioning to ensure the adequate treatment of wastewater. A pumping schedule and reporting requirements are included in the Homeowner Septic mortgage and the Pennsylvania Department of Environmental Protection does monitor homeowner maintenance.

## Definition of a Duplex

A two-unit property is defined as a “duplex” and therefore an acceptable housing type for the Pennvest Homeowner Septic Loan if: the applicant’s home is one building that contains two homes that are side-by-side or top-and-bottom. The two homes must have separate sewage management connections or on-lot systems for each unit **OR** be separating a shared connection or on-lot system. The separation work may occur in conjunction with repairs, replacement or first time connection or as an independent activity.

## Insurance Requirements

Hazard Insurance. Participants must ensure that the property securing each Loan is covered by sufficient hazard insurance and that the Agency is named as a mortgagee, Pennsylvania Housing Finance Agency, its Successors and Assigns, *as our interest may appear*, P.O. Box 15057, Harrisburg, PA 17105-5057. The hazard insurance policy must meet the standards described below:

- Policies must be for a period of at least one (1) year.
- Insurance must be in effect on the date of closing.
- The maximum allowable deductible is the greater of \$3,000 or one percent (1%) of the face amount of the policy.
- The insurance company providing coverage must have an A.M. Best Company Rating of B+ or better.
- Fire and Extended Coverage. Policies must afford protection against loss or damage from fire and other hazards covered by the standard extended coverage endorsement. It must be in an amount equal to or greater than the outstanding principal balance of the purchase money and the Homeowner Septic Loan at the time the Septic Loan is approved by PHFA. If the Septic Loan is in first lien position, the Fire and Extended coverage must be in an amount at least equal to this loan alone.
- Other Hazards. If the Participant is aware that a mortgaged property is exposed to any appreciable hazard against which standard fire and extended coverage does not afford protection, the Participant must advise the Agency of the nature of the hazard immediately and the additional insurance coverage, if any, which should be obtained or which the lender has obtained due to the mortgagor's failure to obtain adequate insurance.

### **Flood Zone Requirements and Flood Insurance:**

Participating lenders must comply with the provisions of The National Flood Insurance Program (NFIP) as required by the Flood Disaster Protection Act of 1973, as amended. Private flood policies are not permitted.

Life-of-loan flood determinations are required on every PHFA loan. The Life-of-loan certificate should list the insured as: “Pennsylvania Housing Finance Agency, its Successors and Assigns, P.O. Box 15057, Harrisburg, PA 17105-5057, as our interest may appear.” Participants must ensure that PHFA will get any future updates to the flood maps by providing Agency contact information to the flood search vendor.

Flood determinations should be ordered as soon as possible in the loan process. The applicants are required to be notified in writing if their property is located within a Special Flood Hazard Area ("SFHA"). Pennvest Homeowner Septic Loans may be provided to borrowers whose land is in flood zone A or V only if they have or obtain NFIP flood insurance AND no part of the home, 7 septic system or drainage field is in an A or V flood Zone.

Sewer laterals may be in these zones only if the township indicates that locating the lateral pipe outside of these zones on the homeowners' property is impossible or unreasonably costly, and the homeowner has or gets acceptable flood insurance prior to loan closing. Detached garages, decks, outbuildings in the A or V Flood Zone do not preclude receipt of the Homeowner Septic Loan.

Flood insurance, if required, must be maintained for the life of the loan, in amounts that, at a minimum, provide coverage for the lesser of: (a) The outstanding principal balance of the liens which precede the Homeowner Septic Loan and the Homeowner Septic Loan; (b) The maximum insurance available under the NFIP or 100% of the replacement cost of the dwelling. The maximum deductible permitted is \$5,000, unless a lienholder preceding PHFA permits a higher deductible.

Failure to maintain flood insurance for the term of the Pennvest Homeowner Septic Loan will cause PHFA to force place it upon homeowners, at their expense. The Agency will not escrow funds for payment of the flood insurance.

To determine the minimum deductible, and for other questions concerning the NFIP, refer to the Federal Emergency Management Agency's frequently updated Flood Insurance Manual, available at <https://www.fema.gov/flood-insurance-manual>.

## Manufactured Homes

Manufactured homes are eligible for a Loan up to \$25,000 and maximum term of 15 years (not 20 years) if the following conditions are met. Participants must document each condition.

- The home must have been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976. (Documentation: picture of tag or IBTS letter if tag removed. This documentation also provides the VIN number.)
- The home is permanently attached to its foundation with wheels, axels and hitch removed. Applicable manufacturer's requirements and state and local codes must be met. Borrowers may see <https://dced.pa.gov/housing-and-development/manufactured-housing/> for additional state guidance. (Documentation: a Certificate of Compliance or similar document issued by a state certified installer OR Certificate of Occupancy or similar document from a local code official.)
- The home is defined, deeded and taxed as fee simple real estate, and the VIN number must be added to the legal description of the property in the Pennvest mortgage. (documentation: Deed and legal description of property, Title/lien search, Tax Certification or mortgage statement)
- The home's title has been retired or it was never titled per PennDOT's records. Participants document this by receiving from the borrower a copy of the retired title or the Certificate of Origin. Otherwise document that the title was retired by providing a letter from PennDOT indicating that the title is retired or there never was a title. To request this letter from PennDOT the applicant must submit to PennDOT the PennDOT MV-16 form.

- If it is discovered that the title was not retired and it is in a previous owners' name, steps will need to be taken through PennDOT to determine the owner name of record. After that is identified then the owner of record or the heir to the estate will need to complete an MV16 to have the title retired.
- PV Loans should not be scheduled for closing until the proper documentation of the retired title is obtained, as problems sometimes arise, especially with older homes. This may require research through Penn DOT and in some situations may even require a court order to retire the title. As of 2/22/2017 the Pennvest Manufactured Home Rider was discontinued.

## CHAPTER 5

### PROGRAM PROCESS AND TIMEFRAMES

The following is the outline of the workflow for the PENNVEST Homeowner Septic Loan Program.

1. **Participant - Preliminary Eligibility Screening** – The Participant should first determine whether the applicant appears to meet the basic eligibility requirements for the Program, including principal residence requirement and whether the applicant seeks eligible repairs, etc.
2. **Participant - Loan Application** – If the applicant appears to be eligible for the Program, the applicant should complete a Title I loan application (HUD 56001) and PV25-Borrower’s Authorization, which will allow the Participant to obtain the necessary information and documentation to create an origination file. Participant also submits a CAIVRS check at this time to verify that the applicant and lending staff are not disqualified from receiving/originating a federally-insured loan. PHFA will perform this step for Non-FHA lenders when making a credit determination. Participants must complete the LDP/GSA check at application.
3. The Program application package consists of:
  - a) HUD 56001,
  - b) PV25-Borrower’s Authorization
  - c) PV11- Homeowner’s Process,
  - d) PV10- Borrower Guidance,
  - e) PV09- Notice of HUD Insured Loan,
  - f) IRS W-9,
  - g) IRS 4506T, (March 1, 2021 transition to 4506C)
  - h) If appropriate for the borrowers’ loan use (i.e. new or repaired on-lot septic): the PV08-Technical Certification form,
  - i) If appropriate for the borrower’s ownership situation, i.e., a non-liable co-owner\_: a Processor’s Certification of non-liable co-owner name, Social Security Number and birthdate.

PHFA will generally not accept application packages that do not show evidence that the Participant and the applicant strove to complete the application “all at once.” We expect to see dates that are very close to one another on all docs in an origination file. Typically less than 3 weeks range.

4. **Participant - Disclosures** – Within three business days of receipt of a completed application the Participant must provide the legally required disclosures, including the Loan Estimate, Housing Counseling List, and HUD's Notice of Insured Loans. Counseling agencies are listed at the following Consumer Financial Protection Bureau link: <http://www.consumerfinance.gov/find-a-housing-counselor/>

PHFA provides forms and legal documents (mortgage, note, etc.) specific to the Homeowner Septic Loan program.. Lenders preferring to use their Loan Origination System-generated forms may do so



as long as their documents are similar to PHFA's. This is especially important for the Loan Estimate and Closing Disclosure. PHFA must be notified of, and have an opportunity to review Participants' LOS-generated forms prior to use. Applicants must provide written indication that they intend to proceed with the loan application, in addition to indicating receipt of the initial Loan Estimate.

5. **Participant - Loan Origination File and Participant Review** –The Participant then develops and reviews the origination file for conformance with Program requirements to determine whether to submit the file to the Agency for a credit determination. If the application does not meet the Program requirements, the Participant is to deny the application in writing, providing all reasons for the denial of the application. The Participant must then forward denial notice, and all parts of the application file which document the reason for the denial, to PHFA within 5 calendar days.

It is to be mailed to PHFA at

Pennsylvania Housing Finance Agency  
Homeownership div, Pennvest Program  
PO Box 8029  
Harrisburg, Pennsylvania 17105-8029

The street address for overnight mail is

Pennsylvania Housing Finance Agency  
Homeownership div, Pennvest Program  
211 North Front Street  
Harrisburg PA 17101

If the Participant believes that the applicant can be approved for a Loan, the Participant should determine the maximum amount of loan the homeowner can afford, based on Program guidelines, up to a maximum loan of \$25,000. The minimum loan amount is \$2,500 regardless of home type. The maximum term is 20 years (or 15 years for a manufactured home). The Participant then forwards the origination file and the maximum loan recommendation to PHFA for its credit determination.

6. **Subordinations:** If a homeowner intends to borrow more than \$7,500 but needs to secure approval for subordination from a second lienholder, the Participant must assist the homeowner in obtaining a subordination agreement, ensuring that it is recorded, and that PHFA receives a copy of it. PHFA must receive a copy of the subordination agreement executed by the second lienholder before the agency will issue Construction Approval. And, the True & Correct copy of the subordination agreement sent for recording must be enclosed in the Closing Package. The recorded agreement must be sent to PHFA by the Participant when it is received.
7. **Agency - PHFA Credit Determination and Participant Transmittal of the Determination** – PHFA's credit determination will include a review of the origination file and the loan amount recommendation. Upon making the credit determination, PHFA will notify the Participant, which will transmit PHFA's credit determination to the applicant. The Participant's approval notice will

state the terms of the Loan to the homeowner, including rate, APR, term, estimated payment (calculated as the principal and interest repayment), and that all loan repayments will be made to PHFA as the lender and servicer.

8. **Agency – Commitment Period** – PHFA will make a 120 day commitment to fund this loan in the maximum loan amount the borrower can afford at the time of credit determination. Participants may request credit extensions for delays caused by weather or other circumstances that are beyond the borrower’s control. Participants are responsible for keeping track of the need for extensions, “Soft Pull” Credit Reports, and new Title/Lien searches.
9. **Applicant - Design, Permit, and Installation Estimates** – The homeowner is responsible for selecting and working with a system designer (which may, in some situations, be the municipal sewage enforcement officer), their local municipality (including the sewage enforcement officer) and system installers to develop a complete cost estimate for the on-lot septic or sewer lateral repair/replacement or first-time connection work to be completed.

The homeowner is required, in most cases, to get more than one estimate for installation charges, and should provide all estimates received to PHFA for retention in the homeowners' file. All bids will be reviewed for adherence to the Home Improvement Consumer Protection Act (HICPA). PHFA will provide homeowners with a summary of what appears to PHFA staff to be missing consumer protections specified by the Act. Homeowners may either accept the estimate as is, request that it be changed to reflect the review, or find a different contractor. All estimates must meet the specifications of the system design that has been approved by the municipal sewage enforcement officer or, for public sewer connections, meets the PA Domestic Wastewater Facilities Manual. Homeowners and contractors must sign and date estimates that they intend to make binding.

The Agency will work with applicants to gather documentation of items in this section, will perform the necessary LDP/GSA check on contractors and vendors, and may cancel loans due to homeowners' failure to make sustained progress toward a contract. PHFA will notify Participants of such cancellations.

10. **Agency/Applicant - System Designer and Installer Requirements** - The Agency will work with applicants, designers and installers to gather documentation of items in this section.

We recommend that homeowners get from their designers and installers certificates of general liability insurance and, if applicable, workers' compensation insurance; evidence of PA Home Improvement Consumer Protection Act (HICPA) registration; a 1 year written warranty on workmanship and materials; a verifiable physical address and phone number; and bids that clearly correspond to the plan approved by the municipal sewage enforcement officer and comply with applicable federal and state laws. PHFA’s review of the homeowners’ preferred estimate highlights for homeowners what we consider to be missing consumer protections. We do not provide legal guidance, however, and recommend that borrowers who are concerned about aspects of a contractor’s estimate engage their own attorney.

Amish contractors, and others that participate in “Self Insurance” programs, may work with borrowers as long as they are registered as “self- insured” with the Pennsylvania Attorney General, and follow all AG-specified requirements including providing the Notice of Self Insurance with all proposals, contracts and other communications.

Agency staff will examine contractors for debarment from federal programs using the LDP/GSA lists. Any finding other than “No results” will require the borrower to select a different contractor or vendor if they want to receive a Pennvest loan.

**11. Participant - Pre-Closing Activities** The Agency will inform the Participant via email when a borrower's loan closing may be scheduled. A loan is ready for closing when the Agency has received from the borrower the SEO- or municipally-approved on-lot septic or sewer lateral specifications; copies of the signed and dated installation contract and municipal permits; and any other documentation the Agency may require as part of its due diligence in securing the Homeowner Septic Loan.

Participants are to close loans within 14 calendar days of PHFA's notice to close the loan and must perform the following activities as part of their pre-closing due diligence:

- a) Review the HUD 56001 Application. It may not be older than 120 calendar days from the credit approval date.
- b) Determine if a second Title/lien search and “Soft Pull” Credit Report are necessary to ensure that these documents are not older than 120 days from the closing date that this loan still meets lien position and credit guidelines.
  - i. Example: if an application is dated 7/15/2016 and the initial credit report and title/lien search have an order date of 8/1/2016 and the closing is scheduled for 9/15/2016, these documents are 45 days old and are acceptable. Do Not Order New Credit and Title/Lien.
  - ii. Example: if an application is dated 7/15/2016 and the initial credit report and title/lien search have an order date of 8/1/201 and the closing is scheduled for 11/30/2016, these documents are 122 days old and are NOT acceptable. Order New Credit and Title/Lien.
  - iii. The timeanddate.com website <https://www.timeanddate.com/date/dateadd.html> may be used to help you determine when these documents expire.
- c) Perform a verbal Verification of Employment (VOE) to ensure that earned-income documentation will not be older than 60 calendar days from the expected closing date and that there is still adequate income to meet the 45% debt-to-income ratio requirement.
- d) Develop the Closing Disclosure with the actual loan costs and job construction charges. Transmit this draft disclosure to PHFA for final approval by email.
- e) Ensure that all “Conditions” on the file that must be complete prior to loan closing are met and documentation is in the file.

**12. Participant - Closing Activities** - The Loan Closing must include the following tasks, performed by the Participant or a third party closing agent. Participants may charge borrowers a fee for the services of a third party closing agent, but the charge may not be financed in the loan. The fee must be appropriately disclosed.

Participants (or the closing agent) will review closing documents with the borrower, and then ensure that the closing documents are executed as indicated. These documents include the Mortgage, Note, Escrow Agreement, Right of Rescission Notice, Name Affidavit and the Closing Disclosure.

#### Mortgage and Note:

The Mortgage and Note are to be executed on the forms provided by PHFA.

The Participant must record the Mortgage in first or second lien position, unless the borrower's existing first and second lien were simultaneously originated for the purpose of purchasing the home OR the Pennvest loan is equal to or less than \$7,500. In these situations third lien position is acceptable. All owners must sign the Mortgage.

The Note must be executed by the homeowner(s) responsible for the debt and shall bear the simple fixed annual interest rate as indicated on PHFA's notification to the Participant of the credit determination for the applicant.

The first payment on the loan will be the first day of the second month following closing, regardless of whether or not the new on-lot septic system or sewage management connection is complete. Interest shall accrue from the first payment due date. Subsequent payments shall be required monthly.

The Note and Mortgage shall list the name as it appears on the Deed. If there is a change in the name from how it appears on the deed, add the "now known as" ("NKA") clause to the Note and Mortgage. For example: Allison Jones NKA Allison Smith (borrower should sign both ways). If the Participant fails to use the "NKA clause" described above, a Mortgage Modification Agreement may be required.

- If a name change is due to a marriage, a copy of the Marriage Certificate should be provided.
- If a name change is due to a divorce, a copy of the Divorce Certificate should be provided.
- If a previous owner appearing on the Deed is deceased, their name would not be listed on the Mortgage; however, the Legal Description should include an updated clause to reflect that the owner (list name) is deceased as of (list date). Provide a copy of the Death Certificate.

#### Escrow Agreements

Escrow Agreements must be signed by the borrowers.

#### Notarized Name Affidavits.

A notarized Name Affidavit must be completed on every loan. Name variations found in the loan documentation must be included, especially any differences between the application, tax transcript and deed. Any name changes stemming from marriage, divorce, and signing errors at closing must also be covered in the Name Affidavit, and appropriate documentation enclosed in the closing package. The Borrower must sign the Name Affidavit, Note and Mortgage consistently as their name appears on the document.

The Participant must ensure that the participant compensation and third party fees are either paid by certified check made out to PHFA or are financed in the Loan, as permitted. All charges must be

appropriately disclosed. If additional funds are required to cover the difference between the amount of the Loan and the total job cost, the Participant must ensure that these funds are forwarded to

PHFA for deposit into an Agency-held escrow account. These items should be forwarded to PHFA with the Closing File submission.

- **Participant Collection of Additional Funds to Complete the Job:** If the total of all work to be completed exceeds the borrowers' loan amount, the borrower must pay for the additional work. If the additional funds will be obtained from a source other than the borrower, the source and terms must be approved by the Agency to ensure the borrower's total debt to income ratio is still acceptable (see section titled "Total Monthly Debt to Income" for Participant documentation requirements).

At the time of loan closing, the Participant is to collect from the borrower any additional funds required to cover the difference between the amount of the Loan and the amount of the total job, in the form of a Cashier's check made out to PHFA. These funds should be forwarded to PHFA with the Closing file submission.

13. **Participant - Post Closing Activities and Closing File Submission** – Due to the three-day Right of Rescission, the Participant must send the Mortgage to the appropriate county office for recording no earlier than three business days after loan closing.

The Participant has five (5) calendar days after the rescission period expires to provide the Closing file, including a certified true and correct copy of the executed mortgage sent for recording to the Agency; and sixty (60) calendar days to return the recorded Mortgage and Subordination Agreement, if applicable. Files must be complete and documents in the order established in the program checklist. If borrowers have paid their Participant Compensation and third party fees via certified check, the check is to be mailed along with the Closing file.

It is to be mailed to PHFA at

Pennsylvania Housing Finance Agency  
Homeownership div, Pennvest Program  
PO Box 8029  
Harrisburg, Pennsylvania 17105-8029

The street address for overnight mail is

Pennsylvania Housing Finance Agency  
Homeownership div, Pennvest Program  
211 North Front Street  
Harrisburg PA 17101

The recorded mortgage should be sent to PHFA by mail at

Pennsylvania Housing Finance Agency  
Homeownership div, Pennvest Final Docs  
PO Box 8029  
Harrisburg, Pennsylvania 17105-8029

14. **Agency - Registering the Loan for Title I Insurance** – The Agency will register the loan for Title I Insurance.
15. **Participant - Compensation Process** -PHFA will send Participant compensation and permitted third party closing charges upon Agency acceptance of the completed loan file, i.e., the Origination and Closing Files, in order of the program checklists, and all documents required to clear PHFA conditions.
16. **Agency - Job Payment Process. PHFA will manage job payments through Agency staff, as follows:**

Once the loan is closed and PHFA has received a certified true and correct copy of the executed mortgage sent for recording in the Closing File, PHFA will pay for municipal permits and connection fees and completed segments of work. The entire on-lot septic system or sewer lateral connection does not have to be completed for these draw payments to be made. PHFA may, at its discretion, make a partial payment on a completed segment of work in order to retain a majority of the loan principal to ensure full system completion.

To process any payment requests, the Agency requires borrowers' written approval for the payment on the Agency's form, written documentation that the work segment is completed, and an acceptable invoice provided by system designers, municipalities, and installers. All private sector vendors seeking payment must furnish a W-9 Form to the agency prior to monies being disbursed. PHFA will report all payments made to the Internal Revenue Service at the end of each calendar year.

Final payment to installers will not be made until the Agency receives HUD Form 56002 "Completion Certificate for Property Improvements" documenting the municipal sewage enforcement officer's approval of the on-lot septic system. Other forms, such as a Certificate of Occupancy or letter from a local health department, are not acceptable substitutes for the HUD form.

If borrowers must pay for permits to test their on-lot septic systems or lateral connections to a public sewer or other charges before their Loan can be closed, they will have to pay these costs out of pocket and seek reimbursement by the Agency from their loan proceeds. The Agency will reimburse borrowers once the Loan is closed and the borrowers provide acceptable, written documentation of paid charges associated with their approved job.

Borrowers are not permitted to perform work on their own on-lot septic or sewer lateral repair or replacement, or first-time connection, without prior, written approval of PHFA. No payments for labor costs for work done by borrowers (or their family or friends) will be made, even if PHFA approves a borrower to perform work on their own sewage management system.

## **Appendix A: COVID Guidance - Updated 8/31/2020**

Originally printed in 4/16/2020 PV Update

1. **PennVest File Submission.** During the COVID-19 closure, the Agency requests secure electronic submission of origination and closing packages while staff works remotely. Paper submission may delay processing of the file by minimally 1-2 weeks. We are looking to implement a permanent electronic loan submission software in the upcoming months. Stay tuned for details. **8/31/2020 UPDATE: Due to the successful transition to electronic submission, PHFA requires secure electronic submission of origination and closing packages.**

### **LOAN ORIGINATIONS & UNDERWRITING**

1. **Borrower Funds.** All borrower funds for loan costs or construction costs that exceed the loan amount must be transmitted by participants to PHFA by ACH or wire. The wiring instructions are attached to this memo.
2. **Tax Returns.** The IRS is not processing tax transcript requests during the COVID-19 closure. At this time, participants must obtain from applicants two years of signed federal tax returns and submit these with the origination package. Once the IRS resumes transcript processing, participants must obtain and forward transcripts to PHFA. For this reason, the signed 4506T form must still be submitted in the origination file. **8/31/2020 UPDATE: The IRS is processing transcript requests so Participants may return to normal tax transcript guidance.**
3. **Title-Lien Searches.** Searches documenting pre-existing liens are still required to be provided with loan submissions.

### **CLOSING & POST CLOSING**

1. **Pre-Closing Verification of Employment (VOE).** Until further notice, participants must provide in the Closing Package the most recent paystub prior to the closing from each applicant AND a VOE, if one can be obtained.  
  
If no VOE can be obtained, provide the most recent paystub prior to the closing from each applicant. If the paystubs indicate a change in pay amount or status, such as all "leave," reduced pay, or leave without pay, consult with PHFA before moving forward.
2. **Notary Confirmation.** After receipt of the Credit Pre-Approval, participant must confirm with applicant that they plan to use the participant's notary. If applicants indicate that they plan to use another notary service, the applicant must provide participants with a letter or written statement from that notary that they are open for business. If liens are filed ahead of PHFA's lien due to delays in notarizing their documents, PHFA's ability to fund the loan may be jeopardized, due to Title I insurance requirements. The Notary statement is to be submitted to PHFA with the rest of the closing package.
3. **Mortgage Recordings.** During the COVID-19 closure, please verify the Recorder of Deeds Office of the applicants' home county is recording mortgages prior to scheduling the closing. PHFA will not disburse funds for mortgages that cannot be recorded.