



PRESERVATION AND REVITALIZATION OF RESIDENT OWNED MANUFACTURED HOME COMMUNITIES

2024 PRICE Act Submission to the
U.S. Department of Housing and Urban Development

June 5, 2024

ROC USA, LLC

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EXHIBIT A – EXECUTIVE SUMMARY

Draft for Public Comment

A National Issue

Manufactured homes are an important part of the nation's housing stock, providing an unsubsidized affordable homeownership option for more than 8 million households. According to the Manufactured Housing Institute, two-thirds of new HUD-code manufactured homes are placed in manufactured home communities (MHCs), where homeowners rent the land beneath their homes from a commercial landowner¹. Homeowners on rented home-sites face threats to affordability from escalating site rents, which often follow the sale of the MHC to a new investor. Homeowners also face the threat of displacement due to change of land use for redevelopment and threats to health and safety due to dis-investment in basic infrastructure.

A National Leader in Scaling an Enduring Community-centric and Structural Solution

With more than four decades of expertise, ROC USA® is the nation's leader in supporting residents of MHCs in becoming resident owned communities (ROCs) using a shared-equity cooperative model. Resident ownership has proven to improve affordability over time, preserve communities long-term, and empower resident decision-making. With support from a network of Certified Technical Assistance Providers (CTAPs) and a strong leadership commitment from ROC USA, ROC USA Capital, and ROC Association, more than 22,700 homes have been preserved in 327 ROCs across 21 states.

ROC USA's Commitment to Preservation and Sustainability

Once the land has been removed from the speculative market through resident ownership, public investment in aging infrastructure is a long-lasting benefit to LMI households' affordability, security, and wealth-building. Such investments are needed since many MHCs are more than 50 years old and were constructed with little public oversight.

Under PRICE Main, we will implement eligible activities to accomplish the PRICE Program Objectives and fulfill the LMI National Objective, with more than 83% of households in this application classified as low- to moderate-income. The resident ownership model ensures affordability measures are established at the time of acquisition and maintained indefinitely. To deliver the following activities, we seek \$75M to fund 29 projects across 12 states through PRICE:

- Improvement of MHC Infrastructure (\$31M). Critical to the health and safety of residents and the community, ROCs will complete long-overdue infrastructure activities by addressing water quality, untreated sewage and septic discharge, and electrical hazards.
- Expansion of Homeownership and Sustainable Growth through Infill (\$11.3M). Implement infill activities in 8 ROCs to create 69 new affordable homes.
- Preservation of MHCs and Homeownership (\$22M). To increase the stock of long-term affordable manufactured housing by supporting residents in 3 MHCs, comprising 410 homesites, to buy the land beneath their homes to form an ROC. This would expand ROC USA's portfolio in early-stage and new states.

Building upon our longstanding success, ROC USA and its partners will achieve the PRICE Fund's mission to preserve and expand affordable manufactured housing for more than 2,100 homeowners.

¹ ["Expanding Resident and Nonprofit Ownership of Manufactured Home Parks." Abt Global, 2022.](#)

**EXHIBIT B – THRESHOLD REQUIREMENTS AND OTHER SUBMISSION
REQUIREMENTS**

Draft for Public Comment

Applicant: ROC USA

Main Point of Contact: Nicholas Salerno, Chief Operating Officer.

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Contact Information: nsalerno@rocusa.org; 603-513-2796.

Type of Applicant: Non-Profit 501c3 Entity

Outstanding Civil Rights Matters: None.

Number of Applications: One (1)

Application Category: PRICE Main Program

Public Hearing: June 11, 2024, 7:00 PM ET; 1200 G Street NW, Washington, DC 20005, and accessible via Zoom.

Threshold Statement: ROC USA is an eligible applicant for the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition as a non-profit entity. Our organization meets and will comply with all eligibility requirements under Exhibit B Threshold Requirements in Section III.D and Other Submission Requirements in Section IV.G.

Affordability

ROC USA will utilize the minimum HOME Investment Partnerships Program (HOME) affordability standard requirements at 24 CFR 92.252(a), (e), and (f) (rental housing) and 24 CFR 92.254(a)(1)-(4) (homeownership). Specifically, ROC USA will use 24 CFR 92.252(a) *Rent Limitation* as its definition of affordable rents for all housing activities. For both housing and non-housing activities, ROC USA will attach affordability requirements through Land Use Restriction Agreements (LURAs) on projects assisted with PRICE funding for a period not less than 30 years.

Acquisition Activities

For any acquisition activities, resale restrictions will be enforced through 1) a LURA that defines affordable rents and an affordability period of not less than 30 years, and 2) a clause in the co-op's articles of incorporation that outlines the process for sale and dissolution of the cooperative, as per the model described in *Exhibit D Soundness of Approach*.

EXHIBIT C - NEED

Draft for Public Comment

PRICE Funding Category and General Need

Funding Category: PRICE Main Program

Need for Affordable Housing

The need for securing Manufactured Home Communities (MHCs) through a scalable shared-equity co-op ownership model and system stems from an already deep and broad affordable housing crisis in the U.S. that affects both renters and homeowners and from risks faced by LMI households in MHCs that result from a 70-year-old structural issue unique to a sector in which residents own their homes but rent their home-sites from commercial investors. The risk is not insignificant, nor are the numbers: The country's 43,000 MHCs are home to 4.3 million residents who are primarily LMI households.¹

In 2019, 7.1 million households, which comprise approximately 9% of owner households, spent more than half of their household income on housing payments and utilities.² The situation is far worse for renters: 10.5 million households, just under a quarter of renters, spent more than half of their household income on rent and utilities the same year³, making them severely cost-burdened. The impact on households increases dramatically when focusing on lower-income renters, where 70% of these households are severely housing cost-burdened. While under researched, the state of residents who are both homeowners and land renters is likely much worse.

LMI homeowners on rented land in MHCs face unique structural risks that include the loss of their homes and displacement due to redevelopment and the loss of affordability when MHCs are sold and resold for higher and higher prices derived from endless increases in the site-rents they pay. Any change in household expenses increases housing instability and puts MHC residents, so many of whom live on fixed incomes or make less than \$40,000 a year, at risk of displacement or homelessness.⁴ Cases in point: In 2023, three MHCs in Phoenix were shuttered for redevelopment and more than 200 LMI households were displaced.⁵ In 2019, a private equity firm bought Golfview MHP in North Liberty, Iowa, and raised site fees by 70 percent.⁶

By preserving MHCs, we can ensure that these homeowners have a stable and affordable place to live, reduce the strain on local social services and create a sense of community and belonging for all residents. We must urgently address this housing emergency.

Need to Preserve Affordability in MHCs for LMI Homeowners

ROC USA's shared-equity cooperative model delivers sustainability and affordability to severely cost-burdened households through direct control and ownership of their MHC. It's the most sustainable solution to support MHC residents in overcoming the challenges laid out above. ROC USA's shared-equity co-op model has been implemented by 327 communities in the U.S.

This co-op model differs from market-rate co-op MHCs where only a small subset of homeowners buys expensive shares and decides how much to charge non-members and whether to sell the MHC for a windfall profit, putting the other homeowners at risk of losing affordability and even displacement. Our PRICE proposal supports 29 MHCs in 12 states and will serve an estimated

¹ ["2023 Manufactured Housing Facts." Manufactured Housing Institute, 2023.](#)

² [Low-Income Energy Affordability Data \(LEAD\) Tool and Community Energy Solutions](#)

³ ["Survey Finds Large Majorities Favor Policies to Enable More Housing." Pew, 2023.](#)

⁴ [Fannie Mae DTS 2022-2024 Manufactured Housing Market](#)

⁵ [Rihl, Juliette "3 Phoenix mobile home parks soon face displacement, eviction." AZ Central, 2023.](#)

⁶ [Smith, Zachary "Warren visits North Liberty mobile park after Utah-based landlords hiked the rent." Iowa City Press-Citizen, 2019.](#)

2,148 homeowners and residents who are 83.05% LMI and: 1) Reverses historical disinvestment in community infrastructure and solves serious threats to health and safety, 2) Increases the supply of new energy-efficient and affordable for-sale housing; and, 3) Provides financing and coaching to residents to purchase their community to take control of their financial future.

While residents in traditional MHCs experience an average annual increase of 6.2% to site rents⁷; homeowners in ROCs on average increase their site-fees less than 1% annually. Commercial or investor owners are managing rent revenue for ROI or profit, whereas ROCs are managing rent revenue to cover operating expenses and capital improvements. For ROCs, the ROI is realized in their homes, not in the cashflow from rents. Well-cared-for communities with below market site-fees contribute to home equity gains and wealth-building among LMI homeowners in ROCs. The PRICE investments will help relatively new ROCs address historic disinvestment and provide these communities with reserve plans that they can manage going forward without future subsidy.

Need for Resident-Ownership for the Preservation of MHCs

One reason there has been increased media coverage on MHCs and site rents is due to the influx of new private equity investors who reshaped the approach to determining site rents after the Great Recession. Rationale for site-rents is no longer compared to other MHCs but pegged to escalating multifamily rental rents. Add low-cost debt and a nearly fixed and limited number of MHCs in the country, and it was a recipe for unprecedented sales price and ensuing site-rent increases. This is made worse by the lack of supply of subsidized units, which in most markets is a mere fraction of the number of MH units. For example, in Montana, there are more than 4 times the number of manufactured homes than subsidized units. In Arizona, the ratio is 7.4 to 1⁸. This results in a crisis for affordability and stability for LMI homeowners, where 1) there is a severe lack of subsidized units for LMI in every market (i.e., Colorado, shortage of 119,782⁹ affordable rental homes and availability to extremely low-income renters), 2) there are far more MH units that are largely occupied by LMI than there are subsidized units in most of our markets, 3) if LMI households are priced out or displaced due to closure, there is no affordable housing option left. Table 1 demonstrates this affordability crisis in each market where we support a ROC in this application.

Our proposal demonstrates the need for the MHC/ROC and the corresponding statistics of the larger MSA. This includes a comparison of 1) LMI % within the ROC and the larger MSA; 2) Demographics of the ROC and the larger MSA; 3) ROC site-fees compared to the local Fair Market Rate (FMR); and 4) Median MHU Costs compared to Median Home Costs.

The Project Area and Specific Needs for Affordable Housing

Lack of Affordable Housing Options

The communities selected to receive PRICE funding through this application are in areas where home prices and monthly rents are out of reach for LMI households. In March 2024, the median sales price for new single-family homes was \$430,700.¹⁰ Additionally, approximately 70% of communities identified in this proposal are in areas where local rental costs exceed the national median. Investor-owned MHCs offer no security of land tenure and demand steep annual rent increases from homeowners. ROC USA and partners have empowered LMI households and made

⁷ "2023 Manufactured Housing Facts." Manufactured Housing Institute, 2023.

⁸ McCarthy, George "From Social Stigma to Housing Solution: The Case of Manufactured Housing." Lincoln Institute of Land Policy, 2015.

⁹ "Housing Needs by State | Colorado." National Low Income Housing Coalition, 2024.

¹⁰ "Monthly New Residential Sales." Census.gov, March 2024.

shared-equity resident-ownership successful, providing LMI households with the security of cooperative land ownership and stabilization due to the removal of profit margins from monthly site fees.

Project Area for Infrastructure Activities

The MHCs we have identified are 50 years old, on average. They were built on private property when building codes were either non-existent or minimally enforced, with no public oversight of water, wastewater, electric, or drainage systems. Many communities are not connected to municipal systems and operate their own independent systems. Additionally, the private market, while prioritizing profit, has discouraged capital investments, and provided “band-aid” solutions to hold over to the next owner, and ROCs are left with the fallout of previous disinvestment. Resident purchase secures stability in site fees, but many times the substantial capital needs to address critical infrastructure disinvestment exceed a ROC’s ability to finance or utilize reserves alone.

Eighteen ROCs seek funding to address critical capital infrastructure projects. Seven are located within areas that meet Distressed Criteria (discussed later under *Communities That Meet Distress Criteria*), 15 are in locations where more than 25% of households are considered severely rent burdened, and 12 are in locations where the available housing ratio is less than 10% (demand outpaces supply), leading an increased lack of affordability.

Table 1: ROC Communities Identified for Capital Infrastructure Activities

INFRASTRUCTURE ACTIVITIES (18 PROJECTS)				
CALIFORNIA				
1. Comunidad Nuevo Lago, Inc. (Built 1973, ROC 2024) MSA: Fresno, CA				
Available Housing (Households/Total Housing Units):19% Rent Burdened: 39%. ¹¹				
MSA	% LMI in Tract: 59%	Demographics ¹² : W 24%; H 35%; B 3%; A 7%; AI/AN 1%	2024 FMR ¹³ : \$1,443	Median Home Value: \$383,300
ROC	% LMI in MHC: 95.56%	Demographics: H 100% No. of Homes: 56	Lot Rent: \$520	Median MHU Value: \$61,300
	Need: Water and wastewater system hook-ups. Storm shelter to increase disaster resilience.			
2. The Woods Cooperative Association (Built 1972, ROC 2021) MSA: Mendocino County				
Available Housing (Households/Total Housing Units): 18% Rent Burdened: 40%				
MSA	% LMI in Tract: 43%	Demographics: W 52%; H 21%; B 1%; A 2%; AI/AN 4%	2024 FMR: \$1,488	Median Home Value: \$475,000
ROC	% LMI in MHC: 46%	Demographics: W 83%; B 2%; H 1% No. of Homes: 109	Lot Rent: \$927	Median MHU Value: \$282,400
	Need: Preserve on-site rental affordable housing options that is currently a dilapidated lodge.			
COLORADO				

¹¹ [Federal Reserve Economic Data](#)

¹² Demographics: W – White; H – Hispanic/Latino; B – Black/African American; A – Asian; NH/P – Native Hawaiian or Other Pacific Islander; AI/AN – American Indian or Alaska Native.

¹³ [HUD 2024 Fair Market Rents \(FMR\) - 2 BD](#)

3. Animas View (Built 1963, ROC 2021) MSA: La Plata County				
Available Housing (Households/Total Housing Units): 24% Rent Burdened: 31%				
MSA	% LMI in Tract: 57%	Demographics: W 71%; H 11%; A 1%; AI/AN 5%	2024 FMR: \$1,716	Median Home Value: \$460,000
ROC	% LMI in MHC: 80%	Demographics: W 68%; H 21%; AI/AN 1%	Lot Rent: \$800	Median MHU Value: \$55,300
	No. of Homes: 120			
Need: Infrastructure 40+ years old. Deteriorating water/sewer lines, roads and retaining walls.				
4. Cooperativa Nueva Union (Built 1965, ROC 2021) MSA Name: Lake County				
Available Housing (Households/Total Housing Units): 52% Rent Burdened: 24%				
MSA	% LMI in Tract: 53%	Demographics: W 49%; H 26%; A 1%; AI/AN 2%	2024 FMR: \$1,038	Median Home Value: \$325,000
ROC	% LMI in MHC: 78%	Demographics: H 70%	Lot Rent: \$500	Median MHU Value: \$140,800
	No. of Homes: 28			
Need: Water/sewer system replacement, deteriorating roads, poor drainage.				
5. Golden Hills Community Cooperative (Built 1950, ROC 2023) MSA Name: Denver-Aurora-Lakewood, CO Available Housing (Households/Total Housing Units): 3% Rent Burdened: 29%				
MSA	% LMI in Tract: 58%	Demographics: W 68%; H 14%; B 1%; A 3%; AI/AN 1%	2024 FMR: \$2,201	Median Home Value: \$555,500
ROC	% LMI in MHC: 87%	Demographics: W 80%; H 2%	Lot Rent: \$995	Median MHU Value: \$52,200
	No. of Homes: 39			
Need: Sewage system at end of useful life, new lines needed. Gas system upgrade needed.				
6. La Luna Community Cooperative (Built 1960, ROC 2024) MSA Name: Boulder, CO				
Available Housing (Households/Total Housing Units): 10% Rent Burdened: 36%				
MSA	% LMI in Tract: 62%	Demographics: W 68%; H 13%; B 1%; A 4%; AI/AN 1%	2024 FMR: \$2,217	Median Home Value: \$569,195
ROC	% LMI in MHC: 100%	Demographics: H 57%	Lot Rent: \$746	Median MHU Value: \$50,900
	No. of Homes: 34			
Need: Broken water/sewer mains. Install individual water meters. Stormwater upgrade needed.				
7. LMP Co-Op (Built 1962, ROC 2019) MSA Name: Boulder, CO				
Available Housing (Households/Total Housing Units): 10% Rent Burdened: 36%				
MSA	% LMI in Tract: 81%	Demographics: W 68%; H 13%; B 1%; A 4%; AI/AN 1%	2024 FMR: \$2217	Median Home Value: \$569,195
ROC	% LMI in MHC: 100%	Demographics: H 46%	Lot Rent: \$735	Median MHU Value: 65,700
	No. of Homes: 36			
Need: Water service line and sewer system replacement. Electrical panel replacement.				
8. Paradise Village Cooperative (Built 1970, ROC 2022) MSA Name: Greeley, CO				
Available Housing (Households/Total Housing Units): -3% Rent Burdened: 32%				
MSA	% LMI in Tract: 35%	Demographics: W 54%; H 23%; B 1%; A 1%; AI/AN 1%	2024 FMR: \$1,533	Median Home Value: \$425,498

ROC	% LMI in MHC: 100%	Demographics: H 63% No. of Homes: 40	Lot Rent: \$670	Median MHU Value: \$62,500
	Need: Water, sewer, and stormwater upgrades. Electrical replacement required. Roads replaced.			
9. Rivermaze Co-Op (Built 1965, ROC 2019) MSA Name: Fremont County, CO Available Housing (Households/Total Housing Units): 15% Rent Burdened: 30%				
MSA	% LMI in Tract 52%	Demographics: W 73%; H 11%; B 3%; A 1%; AI/AN 2%	2024 FMR: \$1,206	Median Home Value: \$291,250
ROC	% LMI in MHC: 97%	Demographics: H 16%; AI/AN 9% No. of Homes: 35	Lot Rent: \$432	Median MHU Value: \$55,900
	Need: Water/sewer system replacement. Electrical panel replacement. Road and drainage.			
10. Sans Souci Cooperative (Built 2000, ROC 2021) MSA Name: Boulder, CO Available Housing (Households/Total Housing Units): 10% Rent Burdened: 36%				
MSA	% LMI in Tract: 18%	Demographics: W 71%; H 11%; A 1%; AI/AN 5%	2024 FMR: \$2,217	Median Home Value: \$569,195
ROC	% LMI in MHC: 93%	Demographics: H 13%; AI/AN 3% No. of Homes: 62	Lot Rent: \$735	Median MHU Value: \$52,200
	Need: Broken water/sewer lines (significant violations). Deteriorating Roads.			
IDAHO				
11. Buddy Dancer Homeowners Cooperative (Built 1975, ROC 2020) MSA Name: Boise City Available Housing (Households/Total Housing Units): -2% Rent Burdened: 27%				
MSA	% LMI in Tract 73%	Demographics: W 76%; H 8%; B 1%; A 3%; AI/AN 1%	2024 FMR: \$1,388	Median Home Value: \$450,000
ROC	% LMI in MHC: 94%	Demographics: H 46% No. of Homes: 55	Lot Rent: \$393	Median MHU Value: \$32,700
	Need: Major sewer line and water line breaks throughout community.			
12. Pleasant View Homeowners Cooperative (Built 1974, ROC 2019) MSA Name: Boise City Available Housing (Households/Total Housing Units): -6% Rent Burdened: 26%				
MSA	% LMI in Tract: 49%	Demographics: W 58%; H 20%; B 1%; A 1%; AI/AN 1%	2024 FMR: \$1,388	Median Home Value: \$410,000
ROC	% LMI in MHC: 100%	Demographics: H 84% No. of Homes: 31	Lot Rent: \$468	Median MHU Value: \$69,300
	Need: New drain field required. Water line pipe upgrades. Stormwater and flooding issues.			
NORTH CAROLINA				
13. Oak Meadows (Built 1990, ROC 2020) MSA Name: Greensboro-High Point, NC Available Housing (Households/Total Housing Units): 7% Rent Burdened: 23%				
MSA	% LMI in Tract: 64.84%	Demographics: W 67%; H 36%; B 8.9%; AI/AN 1%	2024 FMR: \$1,170	Median Home Value: \$260,000
ROC	% LMI in MHC: 100%	Demographics: H 81% No. of Homes: 57	Lot Rent: \$415	Median MHU Value: \$60,800
	Need: New water/sewer laterals and drainage work to address flooding and standing water.			

NEW YORK				
14. Brittany Terrace (<i>Built 1970, ROC 2019</i>) MSA Name: Poughkeepsie-Newburgh-Middletown Available Housing (Households/Total Housing Units): 5% Rent Burdened: 40%				
MSA	% LMI in Tract 12%	Demographics: W 51%; H 18%; B 9%; A 2%; AI/AN 1%	2024 FMR: \$1,825	Median Home Value: \$385,000
ROC	% LMI in MHC: 71%	Demographics: W 96% H 4% No. of Homes: 87	Lot Rent: \$620	Median MHU Value: \$78,800
Need: Stormwater diversion required. Road replacement. Water and sewer expansion.				
15. The Woodlands Community (<i>Built 1965, ROC 2016</i>) MSA Name: Steuben, NY Available Housing (Households/Total Housing Units): 17% Rent Burdened: 24%				
MSA	% LMI in Tract: 43%	Demographics: W 89%; H 2%; B 2%; A 2%; AI/AN 0%	2024 FMR: \$905	Median Home Value: \$183,000
ROC	% LMI in MHC: 71%	Demographics: AI/AN 2% No. of Homes: 95	Lot Rent: \$460	Median MHU Value: \$32,600
Need: Sewer line replacement. Accessibility improvements. Electrical upgrades.				
PENNSYLVANIA				
16. Evergreen Village Cooperative (<i>Built 1980, ROC 2022</i>) MSA Name: Allentown-Bethlehem-Easton, PA Available Housing (Households/Total Housing Units): 5% Rent Burdened: 29%				
MSA	% LMI in Tract: 41%	Demographics: W 67%; H 12%; B 5%; A 3%	2024 FMR: \$1,426	Median Home Value: \$265,000
ROC	% LMI in MHC: 65%	Demographics: Age 60+ 73% No. of Homes: 158	Lot Rent: \$800	Median MHU Value: \$33,800
Need: Wastewater plant replacement. Sewer line replacement.				
TEXAS				
17. Asociación de Residentes North Lamar (<i>Built 1968, ROC 2020</i>) MSA Name: Austin-Round Rock, TX Available Housing (Households/Total Housing Units): -4% Rent Burdened: 34%				
MSA	% LMI in Tract: 81%	Demographics: W 41%; H 25%; B 6%; A 6%; AI/AN 1%	2024 FMR: \$1,924	Median Home Value: \$515,000
ROC	% LMI in MHC: \$100	Demographics: H 83% No. of Homes: 68	Lot Rent: \$765	Median MHU Value: \$58,800
Need: Failing electrical systems. Failing sewer lines. Fire hydrant access for community.				
18. Mission Trail Community Association (<i>Built 1965, ROC 2023</i>) MSA: San Antonio, TX Available Housing (Households/Total Housing Units): 5% Rent Burdened: 34%				
MSA	% LMI in Tract: 54%	Demographics: W 57%; H 61%; B 7%; A 3%; AI/AN 1%	2024 FMR: \$1,150	Median Home Value: \$226,000
ROC	% LMI in MHC: 91%	Demographics: H 96.8% No. of Homes: 44	Lot Rent: \$475	Median MHU Value: \$70,200
Need: Major upgrade of water, sewer, electrical systems in community. Debris remediation.				

Project Area for Infill Activities

In 2022, the sales price of structures alone (without land) for new manufactured homes was \$127,250 compared to the average site-built home averaging \$413,160, yet manufactured homes accounted for 11% of new single-family home starts.¹⁴ This demonstrates a tremendous opportunity to deliver homeownership at an affordable price point for LMI households with HUD-code manufactured homes and the inherent challenges in locations to site them. With an average occupancy rate of 93.8%, existing home-sites in MHCs have local approvals and can quickly help meet the demand for new single-family homes.

ROC USA, in partnership with manufacturers (estimated 146 domestic homebuilding facilities) and subject matter experts, anticipates placing 69 homes across eight communities that will increase the inventory of affordable housing, lower barriers to homeownership, and contribute to the local economy as the manufactured homes are made in America. Our goal for homes, described in *Exhibit D, Soundness of Approach*, is to have the strongest climate resiliency and energy efficiency to reduce carbon footprint, energy costs, and to stand the test of time and climate.

Table 2: ROC Communities Identified for Infill Activities

INFILL ACTIVITIES (3 Projects)				
DELAWARE				
19. Minquadale Village Homeowners Association (<i>Built 1959, ROC 2009</i>) MSA Name: Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Available Housing (Households/Total Housing Units): 0% Rent Burdened: 29%				
MSA	% LMI in Tract: 52%	Demographics: W 50%; H 10%; B 23%; A 6%	2024 FMR: \$1,610	Median Home Value: \$305,000
ROC	% LMI in MHC: 95%	Demographics: H 14% No. of Homes: 60	Lot Rent: \$550	Median MHU Value: \$124,100
Need: Will upgrade/develop 5 home sites and provide 5 units of affordable housing.				
NEW YORK				
20. Newtown Creek Community (<i>Built 1954, ROC 2018</i>) MSA Name: Elmira, NY Available Housing (Households/Total Housing Units): 14% Rent Burdened: 28%				
MSA	% LMI in Tract: 22%	Demographics: W 81%; H3% B 6%; A 2%	2024 FMR: \$1,208	Median Home Value: \$183,000
ROC	% LMI in MHC: 95%	Demographics: W 97%; H 3% No. of homes: 69	Lot Rent: \$439	Median MHU Value: \$32,600
Need: Will upgrade/develop and provide 13 units of affordable housing.				
21. Kayaderos Acres (<i>Built 1960, ROC 2016</i>) MSA Name: Albany-Schenectady-Troy, NY Available Housing (Households/Total Housing Units): 8% Rent Burdened: 24%				
MSA	% LMI in Tract: 38%	Demographics: W 84%; H 4%; B 2%; A 3%	2024 FMR: \$1,374	Median Home Value: \$325,000
ROC	% LMI in MHC: 88%	Demographics: W 93%, B 5% No. of Homes: 117	Lot Rent: \$470	Median MHU Value: \$50,700

¹⁴ ["2023 Manufactured Housing Facts." Manufactured Housing Institute, 2023.](#)

Need: Will upgrade/develop 13 home sites and provide 13 units of affordable housing.
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Project Area for Infrastructure & Infill Activities

Five ROCs seek to upgrade their community's critical infrastructure and generate additional affordable housing options for prospective LMI households through home infill activities. This comprehensive MHC development approach addresses all aspects of the objectives of the PRICE program and will be used as a case study to further demonstrate the impact these resources provide.

Table 3: ROC Communities Identified for Infrastructure & Infill Activities

INFRASTRUCTURE AND INFILL ACTIVITIES (5 Projects)				
COLORADO				
22. Rocky Mountain Homeowners Co-Op (<i>Built 1960, ROC 2018</i>) MSA Name: Fremont County, CO				
Available Housing (Households/Total Housing Units): 15% Rent Burdened: 30%				
MSA	% LMI in Tract: 50%	Demographics: W 73%; H 11%; B 3%; A 1%; AI/AN 2%	2024 FMR: \$1,206	Median Home Value: \$291,250
ROC	% LMI in MHC: 90%	Demographics: H 8% No. of Homes: 48	Lot Rent: \$428	Median MHU Value: \$55,900
Need: Water/sewer line replacement. Road replacement. Seven home-sites for infill.				
IDAHO				
23. Hamilton Place (<i>Built 1970, Spring 2024</i>) MSA Name: Elmore County, ID				
Available Housing (Households/Total Housing Units): 12% Rent Burdened: 31%				
MSA	% LMI in Tract: 15%	Demographics: W 64%; H 15%; B 2%; A 2%; AI/AN 1%	2024 FMR: \$1,047	Median Home Value: \$275,000
ROC	% LMI in MHC: 81%	Demographics: H 33%; AI/AN 4% No. of Homes: 22	Lot Rent: \$396	Median MHU Value: \$30,000
Need: New community well drilled. Septic lines and tanks. Deteriorating Roads. Five home sites for prep and infill				
MISSOURI				
24. Liberty Landing Cooperative (<i>Built 1989, ROC 2021</i>) MSA Name: Kansas City, MO				
Available Housing (Households/Total Housing Units): 3% Rent Burdened: 25%				
MSA	% LMI in Tract: 70%	Demographics: W 73%; H 7%; B 7%; A 2%; AI/AN 1%	2024 FMR: \$1,258	Median Home Value: \$240,000
ROC	% LMI in MHC: 78%	Demographics: H 3% No. of Homes: 181	Lot Rent: \$485	Median MHU Value: \$40,300
Need: Replacement of sewer lines and system. Three home-sites for prep and infill.				
MONTANA				
25. Missouri Meadows (<i>Built 1972, ROC 2011</i>) MSA Name: Great Falls, MT				
Available Housing (Households/Total Housing Units): 10% Rent Burdened: 27%				

MSA	% LMI in Tract 26%	Demographics: W 79%; H 5%; B 1%; A 1%; AI/AN 5%	2024 FMR: \$979	Median Home Value: \$259,750
ROC	% LMI in MHC: 100%	Demographics: 23% AI/AN No. of Homes: 33	Lot Rent: \$315	Median MHU Value: \$72,300
	Need: Will elevate 29 existing homes, reclaim 24 homesites, and raise all related infrastructure above the 100-year FEMA floodplain, harden electric services, and install MHUs that meet WUI Code.			
NEW YORK				
26. Meadow Valley Park (Built 1990, ROC 2010) MSA Name: Otsego, NY Available Housing (Households/Total Housing Units): 34% Rent Burdened: 26%				
MSA	% LMI in Tract: 47%	Demographics: W 86%; H 4%; B 2%; A 1%	2024 FMR: \$1,061	Median Home Value: \$190,000
ROC	% LMI in MHC: 67%	Demographics: H 1% No. of Homes: 54	Lot Rent: \$317	Median MHU Value: \$61,500
	Need: Ten home-sites require new septic systems. Deteriorating roads. Five home-sites for infill			

Project Area for Acquisition Activities

Manufactured homes and communities, a long-time source of unsubsidized affordable housing, are being targeted by speculative real estate investors who seek ways to quickly increase their cash-on-cash returns through aggressive site-rent increases. It is negatively impacting affordability and economic security for LMI households. In Mecklenburg, NC, for example, more than one-third of MHCs have changed hands in the last five years.¹⁵ Corporate out-of-state investors and rising land prices threaten this source of affordable housing.

ROC USA seeks to secure the affordability of these communities for LMI homeowners by removing the communities from the speculative market. ROC USA will use PRICE funding to convert 3 communities to ROCs, helping residents establish a shared-equity co-op, increase LMI participation in homeownership, and preserve the affordability of 410 manufactured homes. While these are just three of a total of 244 communities within a 25-mile radius of their respective area, these are new and important markets that will demonstrate the viability of shared equity co-op ownership and inspire additional opportunities for LMI homeowners.

Table 4: Communities Identified for Acquisition Activities

ACQUISITION ACTIVITIES (3 PROJECTS)		
ALASKA		
27. Forest Park Mobile Home Court - MSA: Anchorage, AK		
MSA	Rent Burdened Households: 32%	Available Housing Percentage: 8%
	2024 FMR: \$1,454	Median Home Value: \$361,000

¹⁵ [Lindstrom, Lauren "Pushed Out: Here's What We Learned Reporting on Threats to Mobile Home Parks." Charlotte Observer, 2023.](#)

	MHC Avg. Market Site Rent: \$575		Median Mobile Home Value: \$84,300
MHC	Current Lot Rent: \$530	Vacant Lots: 18	LMI in Block Group: 73% MHC Demographics: AI/AN 20%
	Est. Lot Rent without PRICE: \$730	Est. Lot Rent with PRICE: \$530	Funding Need: \$818,000 PRICE Per Homesite Investment: \$19,023 Net increase to rent without PRICE: \$200
Impact	Preserve 50 homesites, prevent potential displacement of 25 resident households (130 individuals) and add 18 new, energy-efficient, resilient homes to the affordable housing market. This community is currently in bankruptcy and is without potable drinking water, which will be resolved through resident ownership. This would establish the first MHC ROC in the state.		
CALIFORNIA			
28. Marin Valley Mobile Home Country Club - MSA: San Francisco			
MSA	Rent Burdened Households: 40%		Available Housing Percentage: 8%
	2024 FMR: \$3,359		Median Home Value: \$1,100,000
	MHC Avg. Market Site Rent: \$1,048		Median Mobile Home Value: \$221,500
MHC	Current Lot Rent: \$660	Vacant Lots: N/A	LMI in Block Group: 46% MHC Demographics: W 73%; H 16%; B 2%; A 6%;
	Est. Lot Rent without PRICE: \$860	Est. Lot Rent with PRICE: \$660	Funding Need: \$13,000,000 PRICE Per Homesite Investment: \$41,500 Net increase to rent without PRICE: \$200
Impact	This MHC is owned by the City of Novato in a high-cost market. This provides the opportunity to avert a serious threat of displacing more than 300 homeowners (100%) who are 55+ years old on fixed incomes. 88% are LMI and 98% of residents have voted “yes” to becoming resident owned.		
UTAH			
29. Riverview Estates - MSA: Ogden-Clearfield			
MSA	Rent Burdened Households: 22%		Available Housing Percentage: 1%
	2024 FMR: \$1,350		Median Home Value: \$450,000
	MHC Avg. Market Site Rent: \$744		Median Mobile Home Value: \$48,200
MHC	Current Lot Rent: \$655	Vacant Lots: N/A	LMI in Block Group: 73%
	Est. Lot Rent without PRICE: \$840	Est. Lot Rent with PRICE: \$720	Funding Need: \$6,000,000 PRICE Per Site Investment: \$127,000 Net increase to rent without PRICE: \$185
Impact	This will be the second ROC in the state. This project has large support from the county and city to see this MHC acquired and preserved as affordable resident-owned housing and will preserve 47 homesites as affordable.		

Risk of Closure and Displacement

One of the fundamental dangers of owned homes on rented land is the risk of change of land use and community closures. Frequently a target of developers, MHC closures displace homeowners

and their homes, often with devastating results that include homelessness, and previously unsubsidized LMI homeowners relying on severely constrained subsidized units. According to Frank Rolfe of MH University, 100 MHCs are closed annually. One of the most recent examples where families were followed after displacement was in Pheonix (2023), where 3 communities closed with more than 200 LMI, primarily Latino households. Many of those families moved to oversubscribed subsidized units and became a burden to government for the first time.¹⁶

Many states have implemented interventions or regulations to prevent displacement like the Washington State Housing Finance Commission,¹⁷ which has partnered with Northwest Cooperative Development Center (NWCDC) (a ROC USA CTAP) to offer financing, along with ROC USA Capital, and preservation strategies. But without additional subsidies or resources, these MHCs are unable to compete with developers or real estate investment trusts.

Risk of Excessive Site-Fee Increases to Unaffordable Levels

Following the Great Recession, investor interest in the MHC sector increased dramatically as investors sought recession-proof, cash-flowing commercial real estate assets. Fueled by low-cost debt – Freddie Mac entered the MHC finance business in 2014 – and the entry of large Private Equity firms that same year, the sector has experienced a surge in the price of communities. This market dynamic continues to expose LMI homeowners to excessive site-rent increases every time a community is sold.

Vacant, Abandoned Homes or At-Risk Manufactured Homes

Vacant sites or those sites occupied by abandoned and at-risk homes are both a problem and an opportunity. Dilapidated housing detracts from neighborhood appeal, presents safety hazards, and contributes to blight. By decommissioning the unit and clearing debris, vacant sites provide an opportunity to install new homes and improve community economics, safety and resiliency.

Communities That Meet Distress Criteria

Seven of the ROCs selected for funding in this proposal are located within census tracts that meet Distress Criteria¹⁸ defined in 12 CFR 1805.201 (b)(3)(ii)(D).

ROC	State	Census Tract	Qualifying Distress Criteria
7. La Luna Community Cooperative	CO	08013060800	Median Family Income < 80%
8. LMP Coop	CO	08013013308	Median Family Income < 80%
12. Buddy Dancer Homeowners Cooperative	ID	16001001100	Median Family Income < 80% Poverty > 20%
18. Asociación de Residentes North Lamar	TX	48453001805	Median Family Income < 80% Poverty > 20%
22. Minquadale Village Homeowners Association	DE	10003015600	Median Family Income < 80%
26. Meadow Valley Park	NY	36077591600	Median Family Income < 80%
29. Riverview Estates	UT	49057210512	Median Family Income < 80%
Data Source: ACS 2016-2020. ¹⁹			

¹⁶ Rolfe, Frank "60,000 Tenants?! How Frank Rolfe Built a Mobile Home Empire." BiggerPockets, 2019.

¹⁷ Richardson, Jacob "Preserving Manufactured Housing Communities." Washington State Housing Finance Commission, 2022.

¹⁸ "CDFI Information Mapping System (CIMS)." CDFI FUND, 2024.

¹⁹ American Community Survey 2016-2020

Increasing Resilience in Disaster-Prone Areas

We have identified one project for PRICE funding that is in a FEMA Community Disaster Resilience Zone.²⁰ Our proposed activities will address this extreme weather and disaster-related issues by hardening their utility infrastructure and is further explained in *Exhibit D – Soundness of Approach*.

ROC	Census Tract	Risk Index	Criteria
13. Hamilton Place	16039960401	High to Very High	Cold Wave/Heat Wave/Wildfire

While none of the other communities falls within a FEMA-designated Community Disaster Resilience Zone, they all face risks from future climate-related and natural hazard impacts.

- Wildfires, according to the FEMA National Risk Index²¹, pose a “high or very high” risk for 14 ROCs in California, Colorado, Montana, Idaho and Texas.
- Tornadoes are also a major threat impacting 14 ROCs located in Colorado, Missouri, Pennsylvania, and Texas.

Barriers to Preservation and Revitalization

1. Infrastructure Disinvestment – As identified within the above tables, most MHCs were constructed more than 50 years ago, with many having been built in the 1950s and 1960s. Much of the infrastructure is as old as the MHCs themselves. Disinvestment and infrastructure deterioration left by private owners and the lack of attention from local code enforcement agencies have contributed to a wide range of infrastructure-related issues faced by MHCs. This disinvestment ranges from availability of basic utilities like water and electricity to more complex issues like persistent sewage and stormwater problems. It leaves MHCs vulnerable to natural hazards such as floods and hurricanes. This, in turn, leads to significant damage and the potential for the displacement of LMI households. Resources to address these critical infrastructure needs are crucial for the preservation and revitalization of MHCs.

2. Access to Community Resources and Financing - Lack of access to resources is a major barrier to addressing community needs, as MHCs have been both explicitly and implicitly excluded from affordable housing resources at all levels – federal, state and local. Public programs are typically organized as either homeownership or multi-family rental, and MHCs do not fall clearly under either category. Homeownership programs assume traditional ownership of the land and do not accommodate homes on leased land even when cooperatively owned. Multi-family rental programs are structured around apartments, tenants, and inspection of specific units (not the underlying infrastructure). Since MHCs do not fit underwriting policies, administrative protocols, or regulatory parameters, they are typically deemed ineligible, even when there are no written exclusionary criteria.

LMI homeowners who want to preserve MHCs as permanently affordable can form a ROC and buy the land but need access to high loan-to-value (LTV) financing. LMI homeowners, with little savings, require very low-cost equity shares and, as a co-op, access to high LTV debt to pay the acquisition price, due diligence expenses, immediate emergency infrastructure repairs and closing costs. ROC USA’s ROC model requires minimal membership fees (typically between \$100 and \$1,000 per household). The financing challenge as a result becomes access to subordinate debt,

²⁰ [FEMA Community Disaster Resilience Zone](#)

²¹ [FEMA National Risk Index](#)

which is generally provided by a Community Development Financial Institution (CDFI) like ROC USA Capital.

Commercial buyers have access to the lowest-cost debt from banks and mortgage companies, backed by Fannie Mae and Freddie Mac. Additionally, they can leverage this financing quickly to meet traditional real estate transaction timelines, sometimes only 60-90 days.

Would-be ROCs, however, cannot tap these sources. Instead, shared-equity co-ops are generally limited to borrowing from CDFIs and state financing programs with a mix of bank and insurance company financing.

3. Barriers experienced by Protected Class Groups - Protected class groups that may lack access to safe and affordable housing in the project areas of the communities we've identified include Native American individuals, Hispanic/Latino individuals, older adults, and individuals with disabilities.

We performed a review of the fair housing assessments completed by the ROC projects' local jurisdictions and identified a compiled list of barriers that create a lack of opportunity to access affordable housing. These include:

- Protected class groups being at a greater risk of displacement due to local new development pressures that contribute to a shrinking supply of affordable housing.
- In some geographies, segregation and self-segregation is a barrier as it relates to race, ethnicity, age (older adults), limited English proficiency groups, or disability status.
- A local community's lack of knowledge and understanding of the Fair Housing Act.
- A lack of local availability of reasonable accommodations and discrimination against people with disabilities.
- The lack of accessible, affordable housing disproportionately impacts protected class groups.

ROC USA's proposed activities described in "*Exhibit D – Soundness of Approach*" explicitly address many of these barriers. Additionally, ROC USA will undertake the meaningful actions listed in "*Attachment C – Affirmatively Furthering Fair Housing*," to address the above barriers.

EXHIBIT D - SOUNDNESS OF APPROACH

Draft for Public Comment

1. Subfactor (b)(i): Project Description, Management, and Impact

Vision and Goals

ROC USA's vision is to realize "millions of homeowners and families thrive in sustainable, resilient, and mutually supportive resident-owned manufactured home communities (MHCs)." Our vision is both bold – millions of homeowners – and clear: sustainable, resilient, and mutually supportive resident-owned, resident-controlled MHCs, that remain permanently affordable. ROC USA will implement PRICE-eligible activities nationwide to meet National Objectives that will deliver outcomes to meet HUD's goals:

Increase housing supply and affordability for people of modest means nationwide in urban, suburban, rural, and tribal areas.

- Our proposal spans 12 states preserving 29 MHCs that are home to 2,148 households, 83.05% of whom are LMI.
- Eleven (11) ROCs are in rural areas, 10 are in urban areas, and 8 are in suburban areas. Three (3) ROCs are home to a significant number of American Indian/Alaskan Native homeowners.

Preserve and revitalize existing manufactured housing and manufactured housing communities.

- Twenty-six (26) ROCs will repair needed infrastructure to create a safe and healthy environment, ensure access to safe drinking water and sanitation, increase resiliency, long-term financial stability for homeowners, and provide the communities with economic and operational security.

Increase resilience to extreme weather, natural hazards, and disaster events, support energy efficiency and protect the health and safety of manufactured housing residents.

- Twenty-six (26) ROCs will enhance their resilience to natural hazards, extreme weather, and disaster events by hardening their utility infrastructure. This includes flood mitigation, fire mitigation, high-wind, and straight-line wind mitigation, and strengthen the energy grid to increase self-reliance and mitigate outages during disasters.

Promote homeownership opportunities and advance resident-controlled sustainable communities through new and revitalized units of manufactured housing that will remain affordable.

- Eight (8) ROCs will redevelop vacant lots for the placement of new homes. This includes the purchase, installation, marketing, and sale of U.S. DOE Zero Energy Ready Home Manufactured Homes (ZERH) to LMI homebuyers.
- Four hundred ten (410) homeowners, across 3 MHCs, will have the opportunity to acquire the land underneath their homes to create a shared-equity cooperative.

Innovative Approach

ROC USA's innovative shared-equity cooperative housing model and scaled national system is uniquely suited to the PRICE goals of preserving and creating long-term affordability for manufactured housing residents. Our innovative approach promotes economic security, creates sustainability, and preserves affordability for LMI households living in MHCs.

- Our shared-equity model is scalable on a national level. The model provides homeowners a proprietary lease and enables them to build wealth in their homes while permanently preserving affordability of the MHC land and infrastructure. It is a non-displacement, equal access, 100% membership, 100% homeownership model. The price of membership shares is de minimis, does not appreciate, and therefore poses no barrier to entry for LMI homeowners and no barrier to home mortgage or personal property financing.

- We offer the advantage of engaging communities nationwide, providing continuous training and leadership development, and integrated-financing and technical assistance. Through our partnerships, we provide access to peer-to-peer engagement, insurance and property management vendors, home financing information, and capital improvement financing. This creates efficiencies through standardization, shared operating systems, and training of ROC leaders and practitioners.
- ROCs' democratically elected community co-op leaders inform ROC USA of their individual needs by contributing to national discussions and hold 20% direct representation on the ROC USA board. This drives HUD's desire to prioritize resident-controlled community engagement and resident-driven input and decision making.
- The value of infrastructure improvements will have a direct impact on the economic drivers of the local community, city, town and region. These improvements will provide local contracting and Section 3 opportunities, increase the value of LMI homeowners' homes, increase the local tax base and the attractiveness of the neighborhoods.

Meeting the National Objective

All proposed planning, acquisition, and capital improvement activities are eligible under the PRICE Main Program and will meet the CDBG National Objective of benefitting low-to-moderate income (LMI) households under either the area (LMA) or housing (LMH) benefit category.

Of the estimated 2,148 households in 12 states who will be served by this proposed PRICE grant, 83.05% are LMI households. On average, 57% have incomes below 50% of the Area Median Income (AMI) and 29% have incomes below 30% of AMI.

National Multi-Site Proposal

ROC USA's PRICE application is national and multi-site, and were selected by the following general criteria:

1. ROC USA only considered MHCs that are resident-owned and controlled via the shared-equity cooperative model described above (ROCs) and therefore permanently affordable.
2. MHCs that are for-sale at a market-supported price, are at risk of speculative purchase resulting in unaffordable rents for current homeowners and have an owner willing to sign a conditional purchase contract; and
3. Did not have an opportunity to develop a PRICE application with local partners.

We then identified specific ROCs/MHCs that demonstrated they: 1) are ready to undertake comprehensive infrastructure improvements; 2) have critical community infrastructure (water, sewer, electric, and drainage) that has failed, is failing, or is past its useful life and at risk of failure as per the assessment of an engineer; 3) lack of access to other federal, state, or local infrastructure resources; 4) have initiated comprehensive infrastructure projects but require extra resources to complete them; 5) have vacant sites; 6) operate in a housing market that requires affordable homeownership; or 7) are situated in areas affected by escalating extreme weather, natural hazards, and disaster events that endanger the well-being of resident homeowners.

Current Landowners

The ROC owns the land, infrastructure, and common buildings. Each ROC is governed by an elected Board of Directors, responsible for overseeing operations, establishing policies, managing finances, engaging vendors including a property manager, ensuring compliance with regulations and governance, and reporting regularly to its members. Each ROC will act as a subrecipient under

PRICE guidelines. The Board of Directors will oversee the projects with final approval for design and contracts for support from an engineer or SME. ROC USA and Certified Technical Assistance Providers (CTAPs) will provide project management, grant support, and technical assistance.

Three MHCs, two privately owned with conditional purchase and sale agreements and one managed by a local municipality with a statement of interest to sell, are positioned for resident-ownership. Each owner wants to leave behind a legacy of affordability for their residents. Upon receiving PRICE funding, ROC USA will meet federal requirements and approvals.

Eligible Activities That Address Need

ROCs are not only the most effective solution for preservation, but also for revitalization. As a result, the people closest to infrastructure issues have control over the decision to repair or replace critical infrastructure to achieve preservation, resiliency, and sustainability. In the last 40 years, ROCs have invested more than \$158 million (combination of ROC reserve accounts, USDA, CDBG, ARPA, and debt) in infrastructure and community improvements. Contrast this with guidance from an industry pundit advising MHC investors to address infrastructure issues temporarily and steer clear of capital expenses to optimize their return on investment.¹

Compounding the issue, many MHCs were built during a period when building codes were scarce, minimally enforced, or even non-existent. Most MHCs are more than 50 years old, and the projects included in this proposal are no exception, with breaks frequently requiring emergency and expensive fixes or systems beyond their useful life that require replacement to avoid complete failure. ROC USA does not anticipate that any of our activities will permanently displace residents. Should ROC USA need to temporarily displace residents, we will provide them with rental and technical assistance in partnership with our CTAPs. Refer to *Exhibit C Need* for more details on each area and demonstrated need.

Activity: Development or improvement of infrastructure to support MHCs and MHUs.

Need: Due to age, substandard original construction, disinvestment, and neglect by local code enforcement, most MHCs need comprehensive infrastructure improvement. The homeowners who live there are at risk of failing sanitation systems, unsafe drinking water, outdated and deteriorated electric utilities, and severe weather hazards and disasters.

Solution: We addresses the infrastructure needs of each ROC and MHC within our proposal.

- Twenty (20) ROCs will reconstruct, replace, and upgrade utilities – water lines (14), sewer lines (17), septic (2), electric (6).
- Eighteen (18) ROCs will reconstruct site infrastructure – roads (9), address flood mitigation and drainage improvements (7), address erosion (1), install fire hydrants (1).
- Seven (7) ROCs will redesign, reconstruct, and improve stormwater drainage, install a new wastewater treatment plant (1), build a new drain field (1), install community-based solar (1).
- One (1) ROC will drill a new well, install hardened septic lines and tanks, mitigate hazardous debris, and install 5 new MHUs.

Activity: Mitigation and Resilience Activities

Need: Sixteen (16) ROCs are at “high or very high” risk for Wildfires (FEMA National Risk Index) (CA, CO, MT, Idaho, TX) and/or, are in areas where tornadoes are a major threat (CO, MO, PA,

¹ [Kolhatkar, Sheelah "What Happens When Investment Firms Acquire Trailer Parks." The New Yorker, 2021.](#)

TX), and 1 ROC (ID) is located in a FEMA Community Disaster Resilience Zone, and at “high to very high risk for Cold Wave/ Heat Wave/Wildfire.

Solution: Our proposed infrastructure activities will address the infrastructure, climate resiliency, and disaster risk mitigation needs that will also ensure long-term affordability, and the future health and safety of the LMI homeowners who live there.

- These ROCs will enhance the resilience of infrastructure to natural hazards, extreme weather, and disaster events by hardening utility infrastructure and mitigating hazardous debris (16), creating a fire break (1), and building a storm shelter (1).
- One ROC will elevate 29 existing homes, reclaim 24 new homesites, raise related infrastructure above the FEMA 100-year flood plain levels, harden electric services, and install MHUs that meet Wildland-Urban Interface Code.

Activity: Housing and housing-related activities

Need: Of the 29 communities seeking funding within this application, 15 ROCs are in locations where more than 25% of households are considered severely rent burdened and 7 are within areas that meet Distressed Criteria. Additionally, many ROCs lack the resources to address vacant lots that detract from neighborhood appeal, present safety hazards, and contribute to blight. These vacant lots represent lost revenue to the cooperative, add maintenance expenses, and present an opportunity to increase the supply of affordable housing.

Solution: Our proposal installs 69 energy-efficient, storm- and disaster-resilient homes that exceed HUD Code Home specifications on vacant sites within ROCs. This is an ideal solution to the housing needs of the MSAs included in this application. The projects we have identified: 1) are on available and licensed plots of land; 2) have site rents that are stable and affordable to LMI households; 3) are located in existing LMI neighborhoods that have a track record of engagement and self-improvement; 4) have development costs less than half the cost of the average single-family home in every market; and 5) will provide LMI homebuyers access to the type of energy efficiencies and home-resiliency that is typically unaffordable.

Activity: Manufactured housing development activities.

Need: Manufactured homes and MHCs are 1) being targeted by speculative real estate investors; 2) experiencing aggressive site-rent increases that are negatively impacting LMI affordability and economic security; 3) at risk of excessive rent increases and eviction; and 4) at risk of closure for re-development and loss of home, neighborhood, and an affordable housing option.

Solution: As part of our proposal, we will provide technical assistance and fund the acquisition of 3 MHCs comprising 410 units that will be preserved as affordable housing. Additionally, for specific housing-related activities, we will reuse any PRICE program income from the sale of homes, or the repayment of soft second loans or grants to support placement of additional manufactured homes and development activities in ROCs.

Other HUD affordable housing programs. As MHCs are home to some of the lowest income homeowners in the country, households within ROCs may be assisted through the Housing Choice Voucher (HCV) or other affordable housing programs to subsidize site fees as necessary. Of the estimated 2,148 households who will be served by this proposed PRICE grant, 83.05% are LMI homeowners, 57% have incomes below 50% of the HUD area median and 29% have incomes below 30% of the HUD area median.

Key Tasks and Timeline

Based on the preliminary work completed to date, ROC USA is positioned to launch program activities immediately upon execution of a grant agreement. Key tasks and timeline for successful project delivery are outlined.

- 1. Review Status of Proposed Projects** (months 1-3). ROC USA and CTAP partners will complete a full review of each proposed infrastructure project to determine any changes, updated plans, intervening activity and to ensure that all PRICE program eligibility, administrative, and compliance requirements are met. ROC USA will work with HUD to address any proposed changes to the ROC subrecipient list or to the reconstruction projects to be undertaken, and, as necessary, will submit any substantial amendments to our PRICE Action Plan for review and approval. All public participation requirements will be diligently followed in the event of amendments.
- 2. Program Management Plan and Internal Controls** (months 1-3). ROC USA will develop an overall Program Management Plan in conjunction with CohnReznick to govern grant administration and project implementation for the duration of the grant period. The Program Management Plan will include: 1) Grant Management, Internal Controls, Policies and Procedures; 2) ROC Subrecipient Guidance and Project Plans; and 3) a Schedule and Work Plan for each project.
 - We will develop PRICE-specific policies and procedures to enable CTAPs and ROCs to successfully coordinate with the national program team and with ROC property managers to execute construction projects, manage sub-grants, and meet all federal requirements.
 - The Project Plan will include: 1) an outreach and communications plan to engage residents; 2) a training and TA plan to help CTAPs and ROCs with project management; and 3) templates to facilitate efficient grant management, administration and reporting.
 - Each project will have an established schedule and work plan to ensure project tasks are completed in a timely manner. This will enable ROC USA to coordinate and cascade design work performed at the local level, engineering reviews to be performed at a national level, and a national review of each local ROC's procurement processes.
- 3. ROC USA Partner Coordination** (months 1-3 for startup) ROC USA and CohnReznick will provide program implementation, management, and grant oversight. We will hold partner kickoff and ongoing monthly check-ins to establish roles and responsibilities, technical assistance, and training as necessary.
 - Four CTAP partners will provide technical assistance and support project implementation for 13 ROCs located across CO, ID, MT, and CA. Thistle Community Housing, LEAP Housing, California Center for Cooperative Development, and NeighborWorks Montana will act as subrecipients to kick-off meetings to inform ROCs on PRICE grant compliance, set up systems, review infrastructure project management checklist, and help develop an initial project schedule for each ROC.
 - ROC USA will provide technical assistance and support project implementation for the 12 ROCs in DE, MO, NY, NC, PA, and TX.
 - ROC USA's National Acquisitions Manager, Cooperative Development Manager, and VP for Loan Originations will provide Purchase & Sales (P&S) contract management, technical assistance and loan structuring, and loan underwriting for the 3 MHC acquisitions proposed in AK, CA, and UT.
- 4. Hiring and Staffing** (months 1-6 for startup). ROC USA will initiate the hiring process for

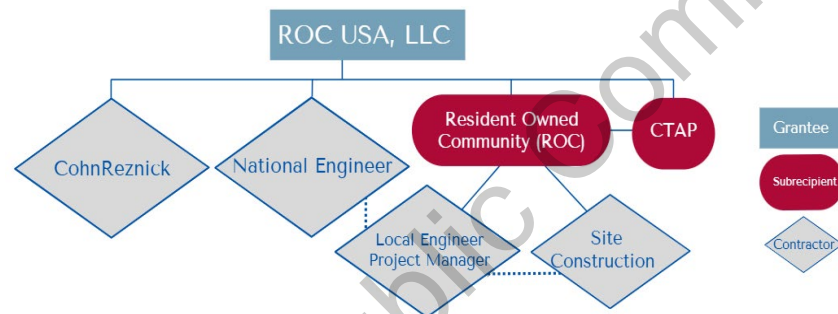
key functions necessary to support PRICE program implementation as listed in *Exhibit E. Capacity*. One key role, PRICE Program Director, is necessary for the immediate implementation and will be responsible for the management and deliverables for all activities related to the PRICE Initiative.

5. Community Level Project Management & Implementation

To achieve the outcomes listed in the project description, ROC USA will procure a team of industry experts to execute the goals of the PRICE program. The program management structure below lists key functional areas that will support the design, construction, and compliance oversight of our proposed infrastructure and housing related activities.

ROC Infrastructure Projects (months 7 – 39 for construction management and reporting). ROC USA will procure a National Engineer who, along with CohnReznick, will work with each ROC Board of Directors, Property Manager, and Project Manager to coordinate project planning and execution, ongoing community operations, environmental review, invoicing and budget, and any cross-cutting federal compliance requirements.

Program Management Structure – Infrastructure Activities



Additionally, we will work closely with each subrecipient ROC’s Board of Directors to procure a local engineer, who will serve as the on-site Project Manager through construction and close out. We will provide technical assistance, training, and coaching for the duration of the grant to ensure projects are completed successfully and in accordance with federal requirements.

MHC Acquisitions (months 4 – 18 contract to closing). Conditional contracts are in place for the 3 proposed acquisition projects. The process will adhere to ROC USA’s standard purchase process, the use of template documents, the terms of the contract, ROC USA Capital’s loan underwriting and closing requirements, and federal Uniform Relocation (URA) requirements. Based on our past track record of successful transactions, we anticipate closings to be completed within 120 to 180 days from initiation.

To compete with commercial buyers who have access to the lowest-cost debt would-be ROCs increasingly need subsidies to lower the cost of debt. Otherwise, the rent increases required to purchase the MHC outright would price-out existing resident homeowners.

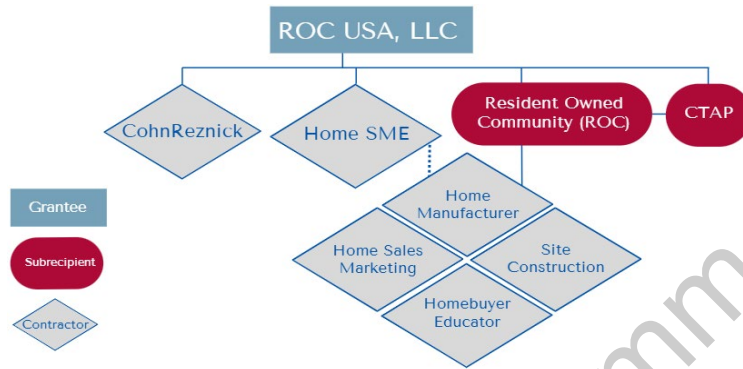
ROC USA Capital, a CDFI certified by the US Treasury, will provide the following financing to ensure affordability for the acquisitions:

- Use zero-cost PRICE funds to leverage private capital (1:1 average leverage ratio);
- Provide commercial mortgage financing at an interest rate and term (1 – 4%/30-40-year amortization) that makes these otherwise infeasible acquisitions affordable for current and future homeowners; and
- Make higher loan-to-value (LTV) financing and subordinate debt available to LMI

homeowners who want to preserve MHCs as ROCs.

If, during the process, ROC USA determines an acquisition is no longer feasible, we have a pipeline of prospective for-sale MHCs that could be substituted.

Infill of Vacant Sites with New MHU (months 4 – 42 program design to final sale). A Manufactured Housing Development Consultant, who has expertise in all aspects of factory-built housing, will develop our housing infill strategy.



Three (3) of the 8 ROCs proposing to do infill of vacant sites have already completed significant infrastructure construction. Once the sites and specific housing markets have been assessed, they can begin infill projects. The remaining 5 ROCs have infrastructure projects to be completed before infill of vacant lots can begin.

ROC USA will work closely with each subrecipient ROC's Board of Directors, Property Manager, and local Realtors and homebuyer counselors to coordinate project planning and execution, marketing and sales, and grant compliance.

Projected Timeline

Key Tasks	Year 1				Year 2				Year 3				Year 4				Y5	Y6
Subrecipient - Grant Agreements	X																	
Subrecipient Partner Coordination	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Program Work Plan	X	X																
Hiring, Staffing, Consultant/Contractor Procurement	X	X	X															
Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Infrastructure Projects - Local Engineering RFQs to Contracts		X	X	X	X	X	X	X										
Infrastructure Projects – Engineering Design to Bid Process			X	X	X	X	X	X	X	X								
Infrastructure Projects – Procurement,				X	X	X	X	X	X	X	X	X						

Contracting, Environmental Review																		
Infrastructure Projects – Construction to Close-out				X	X	X	X	X	X	X	X	X	X	X	X	X		
New Home Infill – Program Design & Site Assessment		X	X															
New Home Infill – RFQ to Manufacturer Selection (market specific)			X	X	X													
New Home Infill – Site & Foundation prep, Build, Install					X	X	X	X	X	X	X	X	X	X	X			
New Home Infill – Marketing and Sales						X	X	X	X	X	X	X	X	X	X	X	X	
Acquisition Projects		X	X	X	X													
Grant Close-Out and Reporting																		X

Budget for PRICE Activities

Activity Budget

Activity Type	Amount
Development or Improvement of Infrastructure that includes resilience activities and environmental improvements	\$30,867,346.00
Repair, Rehabilitation, or Replacement of Existing Manufactured Housing Units	\$11,418,682.00
Assisting MHC renters with Land and Site Acquisition	\$22,818,000.00
Contracts and Subrecipients	\$7,632,412.00
Travel and Related Expenses	\$22,256.00
Personnel and Fringe Benefits	\$4,297,507.00
Indirect Costs	\$1,147,799.00
Total	\$78,204,002.00

ROC USA is requesting a total of \$75MM for PRICE Main. The budget above includes all project costs. Additionally, ROCs will contribute a total of \$3,208,292.00 from replacement reserves for the projects identified. The funding provided by PRICE Main will enable ROC USA to support program implementation that includes project and construction (hard and soft costs), new homes, temporary relocation of residents, compliance and reporting, general administration, technical assistance and subject matter expertise, and documentation of best practices and impact. For more details regarding each ROC's allocation of PRICE funding, see *Budget Workbook and Exhibit F Leverage*.

Projected Impacts of Activities

Projected impacts resulting from our activities include:

Four hundred ten (410) households across 3 MSAs in AK, CA, and UT will:

- Preserve a MHC as a permanently affordable housing opportunity for its LMI constituents.
- Have secure land tenure, stable rents, and an opportunity to build equity in their homes for the first time.

More than 2,100 households across 26 communities in 10 states will:

- Have reduced risk of flood, fire, and wind damage or disaster.
- Be less susceptible to power outages and the risk of fire during extreme temperature and weather events.
- Have enhanced their resiliency and mitigated future environmental risks.

More than 2,200 households across 29 communities in 12 states will:

- Have access to clean drinking water and safe sanitation for the next 50+ years.
- Live in 29 revitalized, healthier, more climate resilient, energy efficient, and more accessible communities.
- Have rent stability, increased opportunities to build wealth, and see their home values increase due to neighborhood and infrastructure improvements.

Twenty-six (26) MSAs will have secured the future and have increased opportunities for LMI households to have access to quality affordable housing.

Twenty-nine (29) cities and towns will have valuable, newly revitalized affordable housing assets for the local community. This affordable housing stock will eliminate the threat of displacement, avoid additional pressure on subsidized housing resources, and avoid the costs associated with building new affordable housing units.

LMI homebuyers in 8 MSAs will have access to 69 new manufactured homes in permanently affordable, resident owned and controlled communities. They will have an unprecedented opportunity to own a Zero Energy Ready Home, which will save them hundreds of dollars every year in energy costs and provide them with a safe, healthy, climate resilient, secure house that they would otherwise not be able to afford.

2. Subfactor (b)(ii): Affordability and Equity

Ensuring Availability of Affordable Manufactured Housing Options to LMI Households

ROC USA's shared equity cooperative model of ownership in MHCs is specifically designed to balance affordability with the opportunity to build financial security and wealth for homeowners. Affordable homeownership is preserved in several ways:

1. Each ROC is incorporated under state corporate statute that mandates any proceeds from the sale of the property or dissolution of the corporation must be distributed to a tax-exempt non-profit. It cannot be distributed to, or benefit, the members of the corporation. Corporate statute supports a public, non-profit, or not-for-profit purpose and is enforced by the Secretary of State in each state. This permanent affordability model both eliminates any motivation for homeowner/members to sell or dissolve and provides for enforcement.
2. Affordable rents are maintained through corporate mandate, corporate income tax structure, and self-interest. The corporate purpose reflected in every ROC's incorporation article and bylaw is "to control rental costs and preserve the affordability of the community

for low- and moderate-income individuals and families”. Any income earned by the ROC above what is needed to cover operating expenses and capital improvements is taxed at corporate rates. Any surplus rental is deposited in capital improvement reserves. Finally, maintaining rents at a level that exclusively covers operating costs and capital improvements, enables homeowners to realize appreciation in their home rather than the landowner capturing that value by raising lot rents.

3. The shared-equity model ensures the land is permanently removed from the speculative real estate market, preserved as an MHC for LMI homeowners, and permanently preserved as a ROC, while the home can be sold with full equity capture by the LMI homeowner.
4. LMI homebuyers have first access to any homes that come up for sale in the ROC. For the first 60 days of any proposed sale of an existing home, residents must notify the ROC and offer the home to the lowest-income households.

For more than 40 years, this model has demonstrated extensive evidence of success in terms of promoting long-term affordability for future LMI homebuyers while enabling current homeowners to build wealth and economic security.

- Only one ROC of 327 has resold its community so far, and that was back to the original owner, a public housing authority (The average age of the resident homeowners was 80.).
- Site fees in ROCs increase by 1% on average per year compared to 6.2% in commercially owned MHCs.
- Monthly site fees for ROCs are \$50 below market rate after 5 years of ownership, and \$100 below market after 10 years based on the Colliers longitudinal market rent study² commissioned by ROC USA.
- ROCs are, and continue to be, naturally occurring affordable communities. About 30% of households are extremely low-income (below 30% of AMI), 57% are very low-income (below 50% of AMI), and 82% are low-income (below 80% of AMI).
- A 2006 benchmark study³ shows that homes in ROCs sell for 16 percent more per square foot than comparable homes in comparable commercially owned MHCs and substantiates the economic benefits and sense of security expressed by new ROC members.

Ensuring Affordability of New Homes

For the new manufactured homes proposed for PRICE funding, ROC USA will implement a resale restriction for 30 years after the initial purchase of the new home. Specifically, ROC USA will record a security interest (“forgivable soft second mortgage”) for the difference between the price paid and the net subsidy provided in the transaction. The purchase price will not exceed 95% of the median purchase price of a comparable MHU for the area. The resale formula will gradually reduce the repayment amount over the 30-year period. Further, the restriction will include a requirement to sell the home at an affordable price to a homebuyer who earns 80% AMI or less.

For community acquisition, resale restrictions will be enforced through 1) a LURA that defines affordable rents and an affordability period of not less than 30 years; and 2) a clause in the co-op’s articles of incorporation.

² [Chickering, Sammi "ROCs Save Homeowners \\$600 a Year After Just Five Years of Ownership." ROC USA, 2022.](#)

³ [Ward, Sally K., et. al. "Resident Ownership in New Hampshire's "Mobile Home Parks": A Report on Economic Outcomes." Carsey Institute, Rev. 2010.](#)

The ROCs proposing infill projects with new homes are committed to Fair Housing, LMI Benefit, Community Engagement, Racial, Gender, and Class Equity, and affirmative marketing and community engagement. Their commitments are imbedded in their governing and operating documents and memorialized in legally binding contracts with their technical assistants, lenders, and property managers. ROC USA will support affirmative marketing efforts to LMI individuals and protected class groups through community partnerships and broad outreach. Outreach activities will include creating and sharing educational materials about resident-owned cooperatives and housing choices, working closely with selected homebuyer counseling providers, and conducting HUD Fair Housing trainings for all ROCs included in this proposal. Meaningful actions to affirmatively further fair housing are described in more detail in “Attachment C.”

Protections in Place for Residents

As indicated above, resident ownership in the ROC USA model is the ultimate Tenant Site Lease Protection (TSLP). The site lease is perpetual and it’s the ROC members themselves who determine community rules, annual operating, and capital improvement budgets, and who may be elected to the Board of Directors. The entire purpose for being resident-owned and controlled is maintaining affordability for current and future LMI resident homeowners.

Existing ROCs proposed for funding under the PRICE program have all adopted and follow the standard ROC USA policies (bylaws, site lease terms and community rules) and are contractually obligated to follow standard principles including compliance with the Fair Housing Act, a commitment to non-discrimination, non-displacement, and adherence to the International Cooperative Principles⁴. ROC USA offers regular Fair Housing Training to ROC Boards of Directors and Membership Committees. All new MHCs converted to ROCs with PRICE funding will adopt all these standard policies.

ROCs under the ROC USA model exceed Fannie and Freddie requirements to ensure their communities implement the following protections for tenant site leases at project completion:

Fannie Mae and Freddie Mac Protections	ROC USA Site Lease Protections
• 1-year renewable term for the site lease	• Proprietary, perpetual site lease
• 30-day written notice of rent increases	• No rent increases without resident homeowner vote; 30-60 day written notice depending on state statute
• 5-day grace period for late rent payments	• Resident homeowners approve Community Rules including collection policy
• Right to sell home without moving home out of MHC	• Right to sell home without moving home out of ROC
• Right to sublease home or assign lot site lease to a buyer or another sublessee, if minimum MHC rules, regulations and credit quality for financing are met	• Right to sell home and membership lease to buyer if minimum ROC rules, regulations and credit quality for financing are met • Temporary subleasing allowed to accommodate hardship but ultimately owner-occupancy required in order to maintain homeownership purpose.

⁴ ["Cooperative Identity, Values & Principles." International Cooperative Alliance, 2016.](#)

• Right to post “for sale” signs on the home if signage complies with MHC rules and regulations	• Right to post “for sale” signs on the home if signage complies with ROC rules and regulations
• Right to sell homes in place within 30 days after eviction, subject to right of owner to prevent dangerous conditions and threats/risk of bodily harm to others	• Right to sell home in place within 45 days after eviction
• Right to receive minimum 60 days of notice of any planned MHC sale or closure	• ROCs have no monetary incentive to sell. It would require a super majority of resident homeowners to sell or close the MHC and proceeds would inure to tax-exempt non-profit, as per the Secretary of State.

Access to Resources and Financing For Underserved Communities

ROC USA works with partners at the local and national levels to facilitate access to resources and financing for underserved communities and individuals that may lack adequate support. At the local level, our CTAPs and ROC cooperative Board Members will be the frontline resources connecting individuals in need to appropriate support services and organizations. Every ROC is connected to a designated CTAP that includes dedicated specialists that have extensive experience with state and city housing programs and other social services, community organizing, and case management. These specialists provide direct support to residents and ROC Board Members on different issues and priorities, helping them navigate challenges and connecting them to external resources that help maintain housing stability. These activities include: 1) organizing community events and activities, fostering a supportive environment; 2) utilizing print and digital tools like newsletters, social media, websites, and community apps to share information and resources; and 3) assisting ROCs to secure external funding for community enhancements benefiting low-income individuals, including major infrastructure projects and community solar initiatives.

ROC USA will make every effort to identify economic opportunities for low-income individuals and Section 3 workers or business concerns. This will include promoting and encouraging the participation of Section 3 business for bids and contracts awarded under this project.

ROC Association, a volunteer resident-run national effort, will be another key source of support for local communities. ROC Association focuses on leadership and capacity building at the local level through programming. Additionally, ROC Association’s Better Together Program provides grants to local communities for improvement projects like building community centers for indoor programs, undertaking accessibility improvements for individuals with disabilities, and creating safe outdoor spaces such as playgrounds or community gardens.

ROC USA’s online training platform, ROCKET, covers topics such as mental health, conflict management, stress management and post-traumatic stress disorder. ROC Association communications and programming will provide opportunities for ROCs to support each other. For example, in 2023 ROC USA established the Member Support and Disaster Relief Fund, a dedicated fund to support members in the event of a community tragedy, natural disasters or severe hardships following the 2021 and 2022 wildfire and flood disasters impacting some ROCs. Our training provides continuing education credits to further professional certifications.

3. Subfactor (b)(iii): Environment and Resilience

Potential Hazards Impacting Sites

Significant hazards that impact proposed sites include wildfire, tornadoes, extreme heat, severe storms, and flooding. Wildfires pose a high or very high risk for ROCs identified in this application in California, Colorado, Montana and Texas, according to the FEMA National Risk Index. Tornadoes are a major threat to ROCs located in Colorado, Missouri, Pennsylvania, and Texas. Extreme heat, severe storms, and flooding are significant hazards that impact each MHC in this application.

- Seven (7) ROCs will either improve stormwater drainage, install a new wastewater treatment plant, build a new drain field, or install community-based solar.
- Fourteen (14) ROCs that are at high or very high risk for wildfires will integrate wildfire risk considerations into their planning and design activities to establish fire breaks and address hazardous debris.
- One (1) ROC will have twenty-nine (29) existing homes elevated, reclaim twenty (20) new homesites and all related infrastructure moved above the FEMA 100-year flood plain levels.
- Fourteen (14) ROCs located in areas where tornadoes are a major threat (CO, MO, PA, TX) will address hazardous debris, harden electric services (4), and install new Wind Zone III MHUs on FHA Title I foundations (5), and build a storm shelter (1).
- One (1) ROC, located in a FEMA Community Disaster Resilience Zone, and at high to very high risk for Cold Wave/ Heat Wave/Wildfire will drill a new well, install hardened septic lines and tanks, and install five (5) new climate-resilient MHUs.
- Sixty-nine (69) manufactured homes to be acquired and installed will have the set of proposed specifications (listed below) that exceeds the HUD Code.

Climate-Resilient Homes Specifications Proposed for PRICE

Features	HUD Code Home	PRICE Proposed Specs
Foundation System	Simple Pier / Ground Anchor	HUD Permanent Foundation
Climate resiliency strapping	No	Yes
Requires engineer design and inspection	No	Yes
Durable foundation materials	No	Yes
Installed to resist wind speeds from 110-140	No	Yes
Exterior		
Exterior Wall Construction	2x4 16" OC	2x6 16" OC
Roofing	Withstands snow and wind loads	With stands snow and wind zone 3 loads
High performance windows & doors	No	Low E thermal pane windows and insulated doors
Roof pitch	3/12 normal	4/12

Interior		
Wall construction	2x3 interior walls	2x4 interior walls 16" OC
Wall finish	Vinyl on gypsum	Drywall finish
Lighting	Basic	LED
Universal Design Interior Features	No	42" wide halls, 36" doors, lever handles, wheelchair turn radius bathroom
Whole House Features		
DOE Energy Home Rating	None	Zero Energy Ready Home
Energy Savings	0%	50%
ENERGY STAR appliances	No	Yes
Solar Ready	No	Yes
Climate Resiliency Standard	Majority Wind Zone resistant to 70 MPH	Wind Zone III resistant to 110 – 140 MPH
Wildfire Resistance	No	Yes, meets WUI Code
Native Drought Landscape	No	Yes
Insulation	Basic	Advanced
Energy code last updated	1994	2024
All electric home	No	Yes
High efficiency heat pumps	Not required	Yes
Air conditioning for high heat zones	Not required	Yes
Sealing	Yes, basic	Air-tight, well insulated ducts to DOE Standards

All new homes will be built to the Department of Energy's Zero Energy Ready Manufactured Home standard and will feature location-specific climate-resilient features in addition to meeting HUD construction and safety standards.

Addressing Threats from Natural Hazards, Extreme Weather, and Disaster Events

The activities proposed in this application will directly enhance the sustainability, resiliency, and safety of ROCs against natural hazards and extreme weather. Aging and damaged infrastructure is the biggest factor exposing communities to a greater risk of impact from disasters. As part of their environmentally friendly design measures, each ROC will carry out structure, infrastructure, and site improvements that address potential climate hazards and mitigate future disaster risks.

Enhancing Safety and Stability

Every ROC in ROC USA's national network acquires a comprehensive Property Condition Assessment (PCA), conducted by a civil engineer. Based on community-level input from the 26 ROCs with proposed projects and a review of the PCA identified hazards they face; ROC USA anticipates implementing the following types of resilience strategies with PRICE funding:

Areas at risk for flood impacts or in the 100-year floodplain - Flood strategies include floodproofing of utilities and structures, stormwater drainage improvements to manage runoff and increase conveyance capacity, sanitary sewer repair or replacement, elevation of homes and

structures in the floodplain based on regulatory requirements, and relocation of critical facilities (wastewater treatment plants) and homes out of the floodplain.

Areas at risk for wildfires - Wildfire strategies include clearance of diseased, damaged, and dead trees, creation of defensible spaces, fire-resistant structures, and wildfire preparedness education.

Areas at risk for tornadoes and high winds - Tornado and high wind strategies include clearance of diseased, damaged, and dead trees, and wind-resistant structures and homes.

Areas at risk for heatwaves - Heatwave strategies include using advanced reflective materials on structures, upgrading of all electricals, and extreme heat safety education and preparedness.

Supporting LMI Households

Each of the activities funded through PRICE will meet the LMI national objective by 1) assisting both LMI households that typically cannot afford energy efficiency and climate resiliency upgrades, and 2) lack access to the planning and project resources generally available to small cities and towns or conventional neighborhoods.

A key element of our approach will be training and education around community resilience and preparedness for future climate impacts across all sites. ROCKET has several general courses on topics that relate to community resiliency including fire safety prevention, the importance of emergency preparedness, capital improvement planning, new home placement, working with residents after trauma and burnout.

ROC USA holds an annual leadership training that includes on-line, self-paced and live webinar sessions open to all ROC Boards and Members. The current 2024 session is focused on Resilient and Collaborative Leadership, and by member request, the 2025 session will focus on Emergency Management and Preparedness. Residents from the 29 communities in this PRICE application will participate in the Emergency Management and Preparedness session as well as other training developed for this program.

Advancing Environmental Justice

The residents of the communities in this application are primarily low-income, with six MHCs having majority Hispanic/Latino residents. Within ROC USA's national network, approximately 30% of households represented are extremely low-income (below 30% of AMI), 57% are very low-income (below 50% of AMI), and 82% are low-income (below 80% of AMI). These are some of the lowest-income homeowners in the country. According to the Climate and Economic Justice Screening tool, the following proposed locations are identified as disadvantaged: 1) Missouri Meadows; 2) Asociacion de Residentes North Lamar; 3) Buddy Dancer Homeowners Cooperative; 4) Hamilton Place; 5) Pleasant View Homeowners Cooperative; and 6) Oak Meadows Community Association.

Barriers to preserving and revitalizing manufactured housing have led to and exacerbated the environmental inequities experienced by LMI households. These include exposure to unsafe drinking water due to degrading infrastructure, disproportionately higher impacts from environmental and natural hazards (floods, hurricanes, tornados, power outages, sewer and septic overflow, wildfires), and exposure to unsafe and unhealthy home environments due to substandard structures or utilities. Our proposed activities directly advance environmental justice for the ROC communities in this proposal in the following ways:

Overcoming Prior Disinvestment in Environmental Infrastructure

The majority of the communities were built more than 50 years ago on private property without any public oversight of water, wastewater, electric and drainage systems and at a time when

development regulations and building codes were minimal or minimally enforced. Much of the infrastructure is now beyond its useful life and poses a hazard to residents. Poor site conditions, failing infrastructure, deteriorating roads, erosion, and drainage problems are common.

Proposed activities, including replacement of failing sewer and water systems, road repairs, improved storm water drainage, and erosion control, will remediate site environmental conditions and improve health and safety for all residents.

Expanding Environmental Benefits

Another key environmental justice issue is access to our natural resources such as clean air and water as well as the benefits of sustainable technologies that preserve those resources. Twenty ROCs are living with the health and safety impacts of failing drinking water, sewer systems, and/or septic tank failures. Proposed remediation work that includes repairing or replacing water and sewer lines, updating septic systems, and transitioning to public water connections will directly benefit resident health and safety and ensure access to clean water. Additionally, the new homes installed as a part of this project will enable LMI homebuyers to benefit from energy-efficient technologies that would otherwise be too costly.

Improving Protection from and Resilience to Environmental Harms

Anticipated activities will directly enhance the safety, stability, and resiliency of resident communities against environmental harms including natural hazards and extreme weather. Deficient infrastructure is the biggest factor exposing environmental justice in communities with an increased risk for disaster impacts from such events. Drainage improvements, floodproofing and flood mitigation projects will reduce the risk of flood impacts.

All new manufactured homes will be climate resilient to minimize the impacts of extreme weather events (see home specifications on pg. 32). They will be built to the highest wind safety standards ([Wind Zone III](#)) as will be permanently attached to an engineered foundation. Homes in areas with high wildfire risk will meet the international wildland-urban interface code to minimize the risk of fire intrusion and spread. Homes in locations with intense heat will feature roofing in light-colored materials to lessen the risk of extreme heat including heat-related illnesses.

4. Subfactor (b)(iv): Community Engagement

Encouraging Diverse Stakeholder Participation

Resident Engagement

The 26 ROCs included in this proposal, by their legal structure as shared-equity cooperatives, are set up to continually drive community-wide participation and resident engagement. Monthly board meetings are open to all corporate members (ROC membership is typically 98% of all households in the community), the meeting agendas are posted three days in advance, most include “Open Forum” and are available on Zoom or Facebook Live to increase accessibility. An annual Membership meeting is required by the corporate bylaws and ROCs routinely employ social and community building events, newsletters, community texting apps, Facebook groups, and community websites for communication and engagement.

ROC USA and CTAPs provide training, tools, and support to newly formed ROCs to facilitate community-building and broad participation. ROC residents from across the country also came together to form ROC Association, a peer-to-peer network that holds monthly ‘Better Together’ member conference calls. Many of the learning sessions provided on ROCKET are also focused on building local capacity and stronger communities through engagement.

The ROCs proposing to implement capital improvements projects under PRICE have built on these efforts to share their feedback on projects they believe should be funded. Each of these communities completed the ROC Infrastructure Survey and follow-up questionnaire to provide input on their vision, goals, priorities, and stories to be included in this application. Animas View Cooperative and Sans Souci have conducted tours of their communities in preparation for the PRICE Program.

ROC Boards of each site will be responsible for the community-level implementation of proposed activities with ROC USA providing management oversight and technical assistance either directly or through the designated CTAP. ROC Boards will lead the community engagement activities identified in the communications and outreach plan for the program. Each ROC Board will work with CTAPs and ROC USA to hold a project kickoff meeting, provide updates during open monthly board meetings, and seek feedback through surveys and member meetings.

New Member Engagement

The 3 communities proposing to acquire their MHC sites from interested sellers with PRICE funds will follow ROC USA's standard pre-purchase process for community engagement. Initial activities include door-to-door canvassing to share information and let MHC residents know that their community is for sale, providing tenant-to-owner informational materials, and inviting them to a community meeting. From this point forward, the homeowners will participate in an intensive, democratic process to form a cooperative corporation, elect a board of directors to represent them, and empower that board with a specific set of purchase-related duties. As a part of this process, residents will review, debate, and adopt bylaws for self-governance, community rules for community-governance, and approve an annual budget and financing to complete the purchase.

Engaging Underserved Groups and those Least Likely to Participate

ROC Boards will work with CTAPs and other local partners to employ a variety of outreach tactics for overcoming barriers. These will include direct door-to-door engagement, frequent outreach, translation, and interpretation for limited English proficiency groups, and working with known leaders from different groups. The ROC Board of Directors, ROC USA, and CTAPs have been successful in engaging typically under-represented groups throughout the ROC's lifecycle.

For example, in early 2024, Comunidad Nuevo Lago MHC in California because a ROC of primarily immigrant Oaxacan farm workers originally from Mexico after extensive CTAP engagement and support to help residents navigate becoming a ROC. In the case of Samish Park Homeowners Cooperative in Washington, repeated door-to-door outreach with bilingual interpreters was critical to engage the primarily Spanish-speaking residents and ultimately become a ROC in March 2024.

On a broader scale, ROCs are always working to improve member engagement and reach those who may be least likely to participate. ROC Association's annual Better Together grant program helps communities identify critical projects every year that are most likely to benefit underserved groups. The program specifically targets the involvement of those least likely to be able to participate for community improvement projects such as community gardens, playgrounds, accessibility improvements, language interpretation, remote access technology and more. All key outreach and communications materials such as the ROC USA newsletters, community surveys and core trainings are provided in Spanish.

Broader Stakeholder Engagement

Our CTAPs and partners have established strong working relationships with a broad range of stakeholders from municipalities and counties to state agencies. ROC Board Members and

residents build relationships with local elected officials, contractors, and service providers through discharging their governing responsibilities as a cooperative. For example, all nine of the Colorado ROCs in partnership with Thistle Community Housing have engaged public officials at every level in the work for preserving MHCs (e.g. the passage of Opportunity to Purchase legislation and the use of CDBG, Department of Local Affairs, and Housing Trust Funds), climate resiliency (addressing wildfire risks in Boulder County), and home energy-efficiency measures (the Colorado state heat pump pilot). ROC USA and CTAPs will work with the proposed PRICE communities to identify and engage local officials and agencies as required to ensure the successful implementation of PRICE projects. Timely and proactive outreach and communication will minimize risks related to agency reviews and approvals.

Alignment with Existing Plans

This application is generally aligned with the affordable housing-related plans and policies of the local jurisdictions where our proposed communities are located. Our proposal will not require any changes to the plans and policies of the broader jurisdictions for projects to be implemented. Listed below are some of the existing plans relevant to proposed projects and specific references:

1. [2025 Imagine Great Falls](#) (Great Falls, Montana): "Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities."
2. [City of Leadville Comprehensive Plan](#) (Leadville, Colorado): "A new zoning district titled "Mobile Home Park (MHP) District" would better address the impacts of a proposed mobile home park project."
3. [City of Boulder 2020-2024 Consolidated Plan](#) (Boulder County, Colorado): "Recognize mobile home parks as a market affordable asset and seek preservation opportunities."
4. [Durango Housing Plan](#) (Durango Colorado): "The City views manufactured home parks as an important potential source of housing for the City's workforce."
5. [Garden City Comprehensive Plan](#) (Garden City, Idaho): "Amend the Land Use Code to adopt additional standards for the design and siting of manufactured homes."
6. [New York State Consolidated Plan 2021-2025](#) (State of New York): "Manufactured housing is a critical component of the affordable housing stock in New York State, particularly in rural parts of the state. This includes approximately 84,956 manufactured home households (~1.2% of NYS households) in nearly 1,818 manufactured home parks."
7. [Longmont 2020-2024 Consolidated Subplan](#) (Longmont, Colorado): "Preserve existing affordable owner-occupied housing stock by keeping houses safe and habitable, help owners to age in place and provide foreclosure prevention services to all homeowners, which includes manufactured homes."
8. [Delaware State Housing Authority Consolidated Plan FY2020-24](#) (New Castle, DE): "Mobile homes comprise a large percentage of housing stock, and there are fewer housing options overall."

While not every jurisdiction has an applicable plan that promotes MHC preservation as an affordable housing option for LMI households like the ones noted above, state and local legislature of other states with ROCs included in this application has initiated efforts to preserve MHCs through resident ownership. These efforts have included various forms of Opportunity to Purchase for resident homeowners, tax incentives for MHC owners to sell to residents, and at a minimum a requirement to publish a notice of community sale.

EXHIBIT E – CAPACITY

Draft for Public Comment

Experience with Managing Projects

ROC USA is the leading national nonprofit for cooperative development in the MHC sector and has more than 40 years of experience proposing, managing, implementing, and coordinating community development projects. With our project partners, we bring extensive experience and success administering large-scale grant-funded initiatives at the national level, while also having developed and implemented projects like those we have proposed here at the local level. To implement PRICE projects, ROC USA will draw upon the technical, programmatic, and financial expertise of the full team, which includes ROC USA, ROC USA Capital, Certified Technical Assistance Providers (CTAPs), Resident Owned Communities (ROCs), and CohnReznick.

ROC USA, as a national intermediary, along with our network of CTAPs, participated in the acquisition of 327 ROCs, and the implementation of more than \$185 million in planning and property assessments, construction and infrastructure improvement projects. We have supported an average of 18 resident cooperatives to purchase their MHCs and preserve 1,335 home sites each year for the past five years. ROC USA developed a national model with a set of standardized tools, templates, and an online learning platform. Through the streamlined purchase process, 95% of residents have succeeded in buying their MHC, and most did so within 120 to 180 days.

- ***Client Reference – Comunidad Nuevo Lago – Fresno, CA – Marcelino Santos – Board VP¹.***
“What excites me the most about buying the community is we managed to lower the rent and we are at ease, knowing that they are not going to separate us as an Oaxacan community. I feel very satisfied with the achievement we have made so far, and we are going to continue improving this beautiful place where I have been living for 25 years and someday, I would like to have the joy of having many grandchildren here and being a happy grandfather.”
- ***Client Reference – Green Acres Co-op – Kalispell, MT – Lorie Cahill – Board Operations.***
“When our co-op’s 10-year loan was coming due, we shopped around for another lender to refinance with. But we couldn’t find anyone else willing to work with us like ROC USA Capital, and we’re glad to stay on with them.”

ROCs have experience coordinating community development, developing scopes of work and budgets, and prioritizing infrastructure projects through their Boards of Directors and Committees. Nineteen of the 26 existing ROCs in this application have previously completed elements of their phased capital infrastructure plan. Examples include:

- **Minquadale Village Homeowners Association, Inc., DE** – Managed the replacement of the entire onsite water distribution system and replacement of all onsite electric poles. Minquadale has invested more than \$500,000 to improve stormwater drainage, rebuild roads after underground work, and repair their office/community building.
- **Missouri Meadows Community, Inc., MT** – Managed more than \$500,000 in drainage, sewer, water, site preparation, and an installation of an FHA Title II foundation. This community has also completed surveys and engineering plans in preparation for site elevation activities out of the flood plain.
- **Kayadeross Acres, Inc., NY** – In addition to engineering, managed almost \$3,000,000 in storm water management, electrical conduit replacement, leach field replacements, and road repaving.

¹ [Myers, April "Purchase Nurtures Unity and Generational Stability for Oaxacan Farmworker Families in Fresno." ROC USA, 2024.](#)

CTAPs are local or regional nonprofits that have partnered with ROC USA to support MHC resident ownership. At purchase, CTAPs provide cooperative community development and real estate acquisition project management. Post-purchase, CTAPs assist the ROC Board and Membership with organizational governance best practices and training, business management, and leadership development.

- ***Thistle*** – A Colorado-based nonprofit that has been a CTAP since 2017 and has facilitated \$42 million in MHC preservation resulting in nine ROCs impacting 450 households. In 2023, Thistle was awarded \$5,000,000 by the CO Department of Local Affairs to administer the Mobile Home Park Technical Assistance and Stabilization program.
- ***LEAP Housing*** – An Idaho-based nonprofit CTAP since 2018 and has facilitated more than \$4.5 million in MHC preservation, resulting in two ROCs and impacting 87 households.
- ***NeighborWorks Montana (NWMT)*** – A Montana-based nonprofit CTAP since its founding in 2008, NWMT has facilitated \$33 million in MHC preservation, resulting in 20 ROCs impacting 819 households. NWMT has managed CDBG, MT Coal Fund, and ARPA funds.
- ***California Center for Cooperative Development (CCCD)*** – A California-based, USDA-funded cooperative development center, CCCD became a CTAP in 2020 and has facilitated more than \$24 million to preserve 2 MHCs and impacting 169 households. CCCD has also managed federal grants, including Rural Cooperative Development Grants, a Socially Disadvantaged Groups Grant through USDA, and state grant funds through the Manufactured Housing Opportunity and Revitalization Program (MORE).

ROC USA Capital is the market leader for financing resident owned MHCs, with 16 years of lending experience exclusively in this sector. As a Certified Community Development Financial Institution (CDFI), ROC USA Capital has directly financed more than 115 ROCs, delivering more than \$460 million in acquisition and community improvement financing to preserve 9,000 affordable homes. ROC USA Capital has originated, managed, and serviced more than \$100 million in financing in partnership with state housing finance agencies in CO, MN, NY, UT, VT, WA, and WI.

CohnReznick is a leading Assurance, Tax, and Advisory firm procured by ROC USA for the PRICE project to support ROC USA with technical expertise and assistance for overall program management. CohnReznick is frequently procured by local, state, and federal governments to provide project implementation, compliance, oversight, and monitoring services. An expert in full-lifecycle grant management, CohnReznick has provided oversight and program implementation for more than \$10 billion in infrastructure projects and more than \$66 billion in grant programs.

Experience Using Grant Funds

ROC USA will leverage CohnReznick's extensive grant management experience with the following grant programs to assist with oversight for the PRICE program: CDBG, CDBG-DR, CDBG-MIT, HOME, and NSP funding.

- **City of Atlanta** – CohnReznick currently supports the city with the environmental review process for its CDBG, HOME, HOPWA and ESG grant programs. It assists the city to identify level of review, 50.4, 58.5, and 58.6 compliance factors, tiered reviews, project aggregation, state and tribal historic preservation consultation, responses to public notice and comments, and maintenance of the ERR.
- **Louisiana OCD DRU** – CohnReznick supported the Office of Community Development, Disaster Recovery Unit From 2008 to 2011 providing project management and oversight for

the Road Home program. Currently provides compliance monitoring for LA's CDBG-DR Restore program.

- **Texas General Land Office** – CohnReznick supported TX GLO with management oversight of its \$5.6 billion Hurricane Harvey CDBG-DR program from 2019 to 2023. Staff led affordable housing, economic development, and infrastructure programs totaling more than \$500 million.

Staff supporting ROC USA have developed program guidelines and standard operating procedures that aligned with federal and state regulations; ensured projects met National Objective requirements; tracked timely expenditure of funds; and conducted general compliance, oversight, monitoring, and DRGR reporting activities.

Key Program Staff

ROC USA is the applicant and lead for the PRICE program funding.

- **Paul Bradley, Chief Executive Officer** – Paul has 33 years of experience in all aspects of MHC/ROC development and financing.
- **Emily Thaden, PhD., President** – Emily has 17 years of experience in shared equity housing stemming from both local and national senior leadership roles, including leveraging HOME, CDBG, CDBG-DR, NSP2 grant funding. Emily will provide direction and leadership for the PRICE program.
- **Nicholas Salerno, Chief Operating Officer** – Nicholas has 10 years of experience managing national federal grant programs like National Foreclosure Mitigation Counseling (NFMC), Senior Community Service Employment Program (SCSEP), and Department of Justice housing-related grants. Nicholas will provide oversight to the full program and supervise the PRICE Program Director and Program Coordinator.
- **David Doyon, Chief Financial Officer and CPA** – David has more than 15 years of ROC USA-related experience in financial management and reporting plus 20 years of experience in finance and accounting. David will provide financial oversight and administration of all federal funds.
- **Mary O'Hara, Executive Vice President, ROC Movement** – Mary has 30 years of experience in all aspects of shared equity, community land trust, and MHC/ROC community development and financing, including deployment of federal, state, and local subsidies. Mary will support the PRICE Program staff, CTAPs, and ROC leaders.
- **Colleen Lindecker, PhD., Executive Vice President, Training & Continuous Learning** – With more than 25 years of experience in higher education administration and teaching experience, and more than 20 years of experience securing and managing federal, state, and local grants, including U.S. Dept. of Education, and Lead Hazard Control and Healthy Homes programs, Colleen manages the training and online platform, ROCKET, to train ROC leaders and ensure professional staff are trained on the full complement of project skills including infrastructure project management, fair housing and federal regulatory compliance, climate resiliency and disaster planning.
- **Angela Romeo, Vice President, Acquisitions** – Angela has 15 years of experience in every aspect of MHC/ROC development, including managing capital projects and leveraging state and local public subsidies. Angela will be the technical assistance team lead on all PRICE-funded acquisitions and infrastructure projects.

CTAP Partners will be responsible for marketing, Board and Membership coaching, training and technical assistance and implementation. CTAPs will be subrecipients of the PRICE funds.

- **Thistle | Brittany Roy, DOLA ROC Grant Administrator**, Brittany has supported resident ownership for more than two years and will be overseeing the administration of a large state grant for the next five years.
- **Thistle | Tim Townsend, ROC Program Director** – Tim brings three years of experience supporting operations and management at Thistle and more than 12 years managing grants.
- **LEAP Housing | Holly Apsley, ROC Program Manager** – Holly brings two years of ROC program management and grant management experience.
- **NWMT | Danielle Maiden, Cooperative Housing Director** – Danielle has worked in and managed the ROC program in Montana for 8 years. She has secured and managed CDBG, ARPA, and MT Coal Fund grants for ROC capital improvement projects.
- **CCCD | E. Kim Coontz, Executive Director** – Kim brings more than 30 years of cooperative housing experience to this project.

ROC USA Capital will be responsible for management of the debt financing functions, including capitalization, loan origination, loan administration, portfolio management, and loan servicing.

- **Michael Sloss, Managing Director** – Michael is the 16-year Managing Director responsible for management of the capital functions, including capitalization, loan origination, construction loan administration, portfolio management, and loan servicing.
- **Kevin Porter, Vice President, Loan Originations** – Kevin brings nine years of experience underwriting and closing MHC/ROC due diligence, acquisition, construction, bridge, and refinance loans. He is responsible for construction and acquisition loan underwriting and closing.
- **Andrew Jaffe, Esq., Loan Compliance and Asset Management Officer** – Andrew is an experienced real estate lawyer with 3 years of experience supporting ROCs with construction loan management services. He is responsible for construction loan administration and portfolio management.

CohnReznick will develop implementation policies and procedures for federal compliance. It will support ROC USA in monitoring project risks, reporting, expenditure tracking, and implementation schedule. CohnReznick has a strong team of more than 500 advisory staff, including numerous HUD Subject Matter Experts (SME).

- **Abigail Rollins PMP, CGMS, Partner, Government and Public Sector Advisory** – Abby is a SME in several grant programs, with more than 15 years of experience with CDBG, CDBG-DR, FEMA, HMGP, and ARPA. She is a Certified Grant Management Specialist (CGMS) with 2 CFR Part 200 expertise and is a Project Management Professional (PMP). She will support ROC USA with program design and implementation, oversight, and monitoring.
- **Geoffrey Magon, Senior Manager, Government and Public Sector Advisory** – Geoffrey is a SME with more than 13 years of experience with federal grants programs (CDBG, CDBG-DR, CDBG-MIT, HOME, ESG, CoC, NSP1 & 3, ARPA, FEMA, GGRF). He will lead CohnReznick's daily support of ROC USA in the overall program implementation.

Management of Partners and Program

ROC USA will enter into legally binding agreements with all partners, subrecipients and contractors, and develop a PRICE Management Plan. The agreements will clearly set forth

expectations for communication, implementation schedules, financial management, monitoring and reporting, and corrective action escalation and remedies.

The Management Plan will establish internal controls, policies, protocols, and staffing to ensure the responsible and timely expenditure of grant funds specific to PRICE, as well as include ROC USA's corporate formation template documents that already ensure consistent application and oversight of the ROC model. This will drive subrecipient management and oversight compliance for the project implementation.

Additionally, ROC USA will leverage its on-demand online learning management system ROCKET, and 40 years of education expertise that is behind it to make training accessible for all partners and beneficiaries. Since its release in June 2022, residents in ROCs have completed 1,594 trainings, either live or self-paced. This system has the capacity to support thousands of learners and has recently been accredited by IACET, the International Accreditors for Continuing Education and Training, to provide continuing education credits.

Solutions and Contingency Plans for Gaps and Vacancy

As detailed above and within *Exhibit D | Soundness of Approach* section, ROC USA has established a program implementation model with a comprehensive ecosystem of staff. In case of any gaps or staff changes, we can draw upon additional ROC USA staff or work with CohnReznick SMEs until a suitable ROC USA replacement is identified.

Hire Key Staff for Program Implementation. Upon award, there are 4 positions at ROC USA that will need to be filled: PRICE Program Director, PRICE Program Coordinator, Project Manager Home Placement, and PRICE Budget Manager to oversee and manage the PRICE grant activities. Additionally, an Infrastructure and Project Manager will be hired at Thistle, to support the nine ROCs in Colorado.

Contract with CohnReznick. ROC USA has formally procured CohnReznick to provide program management support for PRICE implementation. CohnReznick is a nationally recognized CDBG advisor with significant CDBG implementation experience. It will deliver cross-training opportunities for ROC USA staff and enable prompt staff substitution, as required by contract, to handle any potential staff or partner changes throughout the project.

Contract with Subject Matter Experts. ROC USA plans to identify Subject Matter Experts in engineering, project management, and infill strategies to support local efforts. These experts will work with ROC USA to develop training courses and resources in ROCKET for staff and residents, as well as provide ongoing coaching to CTAPs.

Experience Promoting Racial Equity

The barriers to home ownership in minority communities are well documented, from historical redlining and exclusionary lending practices to the cumulative impacts of wealth disparity. Manufactured homes are also disproportionately occupied by families of color: While manufactured homes make up a similar portion of "site-built" homes owned by Black and White homeowners (5% and 6% respectively), they make up more than 8% of homes owned by Hispanic homeowners, and more than 13% of homes owned by American Indian and Alaska Native homeowners. This can be seen in several communities in the ROC USA portfolio where many homeowners are either Hispanic or American Indian.² The proposed projects in our application comprise residents who are 68.5% White, 28% Hispanic or Latino, 2% Black/African American,

² ["Expanding Resident and Nonprofit Ownership of Manufactured Home Parks." Abt Global, 2022.](#)

0.5% Asian or Pacific Islander, and 1% American Indian or Alaskan Native. Six ROCs that are part of this proposal have majority-minority populations.

Having worked for decades with communities in which many of the residents are of minority populations, ROC USA has had the opportunity to refine its practices working with Black and Brown communities, ensuring that programs are designed and operated in efforts to equitably benefit those groups. We were recently able to promote successful examples of racial equity with Comunidad Nuevo Lago in Fresno, CA. Indigenous farmworkers from the state of Oaxaca are one of the fastest-growing farmworker populations in California. Oaxacans have recently faced injustice and racial discrimination throughout California, with some of the largest populations living in Los Angeles.³ Comunidad Nuevo Lago, however, has become an icon for local area farmworkers and members of the Oaxacan community. In February 2024, the residents purchased their community. Since becoming a ROC, residents have seen their site fees decrease by about \$175 per month, a remarkable and long-lasting benefit that will stabilize the community and its affordability and build wealth for these LMI households.

When residents form a ROC, it is required to include ROC USA's *Schedule I: ROC USA Organizing, Training and Technical Assistance Principles* in their organization documents. It states, "We only support entities whose policies do not discriminate, and whose membership is open to all homeowners in the community regardless of their income level, age, gender, sexual orientation, race, religious creed, color, marital status, familial status, physical or mental disability, or national origin."

ROC USA designed the ROC model to thrive through extensive community engagement, education, and strong connections with neighbors so they can effectively manage their communities. Sharon Kirkman, who served as the Interim Board President at Samish Park Homeowners Cooperative in Bellingham, Wash., said, "I worked with two bilingual Latina nurses that taught me so much [about how to communicate with] my Latino neighbors [to underscore] how important it was that we all showed up at these meetings to fight for our community."

We provide available translation and interpreter services to ROCs for a variety of languages including ASL. Many of our ROCKET training courses are offered in English and Spanish. Additionally, we have developed significant internal and partner bi-lingual and bi-cultural expertise to serve Spanish-speaking communities. In Longmont, CO., for example, ROC USA translated their Community Rules and Bylaws into Spanish to promote equity, enhance participation, and empower LMI households with limited English proficiency.

Environmental Review Experience

Our team's combined experience includes preparing environmental reviews in accordance with both 24 CFR Part 50 and 24 CFR Part 58. We are prepared to fully comply with HUD and National Environmental Policy Act (NEPA) requirements. We understand that activities cannot commence until the environmental review process is complete.

As a nonprofit, ROC USA will comply with 24 CFR part 50. ROC USA will be responsible for preparing the supporting documentation for the environmental review, while HUD will be responsible for evaluating and making the environmental compliance decision and approving the request for release of funds.

³ [Mejia, Brittny. "'Following City Council members' racist remarks, hundreds of Oaxacans march for justice in L.A.'" LA Times, 2022.](#)

ROC USA is prepared to supply HUD with all necessary, relevant, and available information required for HUD's Environmental Review process. ROC USA understands the critical importance of maintaining an Environmental Review Record in accordance with associated record retention policies and will develop the appropriate documentation protocols for all partners and each community. Each of our CTAP partners identified in this application has prior experience with HUD's environmental review process, having been grant recipients of both HOME and CDBG funding, like NeighborWorks Montana.

Additionally, CohnReznick brings extensive experience having administered CDBG, CDBG-DR, and HOME programs for state and local jurisdictions. CohnReznick has experience preparing environmental review information for local responsible entities in accordance with 24 CFR Part 58. CohnReznick ensures that government clients meet the publication requirements for FONSI and NOI-RROFs, and that each project is sufficiently documented within the Environmental Review Record to not engage in choice-limiting activities.

Experience with Cross-Cutting Federal Requirements

2 CFR 200 Uniform Administrative Requirements

CohnReznick has supported grantees with HUD, FEMA, Treasury, and EPA grant programs. This includes procurement, financial management, cost allowability, payment request review for reimbursements, monitoring and compliance, recordkeeping, and reporting. CohnReznick has also supported federal agencies in their efforts to monitor compliance of grantee's work related to uniform guidance. Each of its program implementation team members is trained in 2 CFR 200 to drive compliance. One of the key staff listed earned the distinction Certified Grant Management Specialist, which demonstrates expertise in 2 CFR Part 200, as certified by NGMA.

Davis-Bacon and Related Acts (DBRA)

Our program team has experience with implementation and compliance for DBRA requirements. Staff bring experience with reviews of bid processes, establishing wage determinations based on effective date and type of construction, requesting additional determinations from DOL, working with contractors to specify and monitor payrolls to comply with DBRA requirements.

Fair Housing and Nondiscrimination

Our program team brings experience with Fair Housing and Nondiscrimination through its work on CDBG Consolidated Plans, and CDBG-DR and NSP Action Plans. We have worked with stakeholders to develop Affirmatively Furthering Fair Housing (AFFH) and Affirmative Fair Housing Marketing Plan (AFHMP) materials for their communities. Our staff have facilitated public comment periods and public hearings, and have assessed fair housing practices within communities, promoted inclusivity, and implemented steps to reduce barriers to fair housing.

Uniform Relocation Act (URA)

CohnReznick brings experience with URA through its extensive involvement with CDBG-DR and FEMA programs. Staff have experience managing voluntary acquisition projects with and without eminent domain for both residential and non-residential acquisitions. Staff have worked with project stakeholders to identify if there will be any displacement, temporary or permanent. They have identified when projects are subject to 104(d) requirements and have appropriately calculated amounts of relocation assistance.

EXHIBIT F – MATCH OR LEVERAGE

Draft for Public Comment

Sources and Amounts of Leverage

ROC USA and its project partners have committed to providing \$3.2M in leverage for the projects identified within the PRICE application as follows.

Source ¹	Amount
Animas View MHP Co-op	\$ 840,000.00
Cooperativa Nueva Union	\$ 468,723.34
Golden Hills Community Cooperative	\$ 1,101,976.74
La Luna Community Cooperative	\$ 14,000.00
LMP Coop	\$ 59,895.88
Paradise Village Cooperative	\$ 94,343.75
Sans Souci Cooperative	\$ 150,000.00
Missouri Meadows	\$ 10,000.00
The Woodlands Community	\$ 30,000.00
Rivermaze Coop	\$ 4,290.00
Newtown Creek Community	\$ 10,000.00
Evergreen Village Cooperative	\$ 300,000.00
Asociacion de Residentes North Lamar	\$ 25,000.00
Mission Trail Community Association	\$ 100,000.00
Total	\$3,208,292.71

The amounts above have been firmly committed to the PRICE program by each of the communities listed as of the date of this application. We have attached commitment letters to this application.

Funding Risks & Contingency Plan

This proposal can be scaled based on the final amount of funding awarded through PRICE. However, should ROC USA not receive the total amount award proposed (\$75M) through the PRICE competition, we would have to reduce the number of projects funded and households served accordingly with the final award amount. ROC USA would prioritize infrastructure and home infill projects to demonstrate comprehensive community development in MHCs.

Additionally, ROC USA has leveraged \$40M² to be available in debt financing from four financial institution partners. This will be used in case project viability is threatened or unforeseen costs affect final project costs. This will be used to address any funding risks as part of our contingency plan.

¹ Attached to Application

² Attached to Application

EXHIBIT G – LONG-TERM EFFECT

Draft for Public Comment

Long-Term Effect

ROC USA and ROC USA's limited equity cooperative ownership model for manufactured home communities guarantees residents and homeowners preserve the affordability and long-term sustainability of these communities:

- Through infrastructure investments, we address the health, safety, and resiliency problems in LMI communities. Many of these communities were built and maintained generally outside of public oversight and with the lowest-cost construction materials and methods. Once a ROC, residents can prioritize long-lasting durability and resiliency through their investments in infrastructure, rather than short-sighted temporary fixes.
- Through infill of new homes, we address the demand by LMI households for affordability and energy efficiency homes to reduce utility costs and contribute to climate resiliency.
- Through ROC acquisition, we address the structural problem of owning a home on rented land that makes LMI homeowners vulnerable to displacement due to loss of affordability and/or community closures.

Together, these investments are long-lasting in secure and affordable resident-owned communities and support wealth-building for individual homeowners, as shown in the example below:

Asociación de Residentes North Lamar (ARNL), Austin, TX – 68 Homesites – Acquired 2020.

The 170 residents of the ARNL Community, 95% of whom are Hispanic and 100% of whom earn 60% or below AMI, are at risk of housing instability. Funding will address the aged and failing electrical and sewer systems, which need upgrades to reduce the community's emergency repair budgets and keep site fees stable and affordable. By replacing the aging electrical systems with sufficient amperage, equipment will run more efficiently, reducing carbon emissions.

Retaining other affordable housing opportunities for LMI households in the community

All three project funding areas – acquisition, infrastructure improvement, and new home infill – will retain other affordable housing opportunities for LMI households. Acquisition and infrastructure investments are whole-community solutions that positively and directly impact every homeowner within a ROC. Infill of vacant lots with new homes directly benefits LMI homebuyers through purchase of affordable housing. Adding new net income that exceeds any marginal increase in operating costs improves the affordability and wealth-building for all LMI households.

Additionally, an acquisition will also have a profound impact on the local community outside of the ROC itself. This serves as a local demonstration project that promotes resident ownership as an appealing exit strategy for investor-owned MHCs. It encourages neighboring MHC residents to 1) aspire to own their communities, 2) reduce the stigma around this affordable housing option, 3) advocate for supportive local policies, and 4) secure additional funding to ensure resident ownership is within reach for all residents.

Ensuring LMI households are not eventually priced out of the community

Each ROC member household will maintain an ownership share in the community. This secures the homeowners' tenure on the land, enables homes to appreciate instead of the landowner capturing that value by raising lot rents¹, and makes investment in their homes and communities a positive economic decision for homeowners.

¹ "Resident Ownership in New Hampshire's 'Mobile Home Parks': A Report on Economic Outcomes." University of NH, Carsey School of Public Policy, 2010.

ROCs eliminate the profit motive of third-party MHC ownership and shield LMI households from destabilizing cost increases that strip equity from their homes, eventually pricing them out of their communities. On average, ROC MHCs raise site fees 0.9% annually, compared to the industry average of 6.2% annually (2023).²

ROC USA engages Colliers appraisers to assess market site rents on all of ROC USA Capital's current and former borrowers every five years. This longitudinal study has shown that average site fees in ROCs are 11% below market in Year 5 and 21% below market in Year 10. After 10 years of ownership, ROC Members are saving \$99.50 per month compared to market rates. This positive trend in savings and longevity of ownership demonstrates that ROCs remain affordable in the long term and that LMI households are not eventually priced out of the community.

Assisting current renters and homesite renters in becoming homeowners

In the three acquisition projects, ROC USA will help the current homeowners acquire each community as a cooperative. Each owner-occupied home can acquire a Membership Interest in the cooperative for a one-time fee, entitling them to one vote in cooperative governance, community rules, budget, and community priorities. Members receive a perpetual lease for their lots. Residents who rent their homes from the commercial owner prior to community purchase are generally offered the chance to buy their homes once the co-op takes ownership, providing the new homeowner with the opportunity to become a co-op member.

ROCs have a basic objective of achieving 100% owner occupancy and 100% Membership in the cooperative, aligning ownership interests in the community around the "one home, one member, one vote" rule. In ROCs with less than 100% membership, non-members do not have a vote in the democratic process established for members, and simply rent the lot as they would with any other owner. Through PRICE activities, we will ensure that non-members are reminded of their ongoing opportunity to become members and encourage membership so that homeowners can exercise their voice in the community that they would then partially own.

Ensuring long-term unsubsidized housing affordability, including lot rents and other fees

A majority of the 327 ROCs in ROC USA national network operate securely, safely, and affordably without public subsidy of any sort. The earliest are decades old, debt-free, and provide site fees substantially below market. They build reserves and tap equity in the MHC for ongoing investment in infrastructure and community improvements. ROCs, *"are one of the few sources of unsubsidized naturally occurring affordable housing in the country not subject to market-based rent increases."*³

All infrastructure upgrades proposed in this application are the result of deferred maintenance by previous owners. Investing in a resilient system will ensure the long-term benefit of the community and prevent the need for more governmental support. Lastly, new homes will carry a restrictive covenant to ensure 30-year compliance with serving LMI households and buyers.

Promoting long-term stable homeownership options

Stable homeownership over the long-term is one of the great advantages of ROC USA's scalable cooperative development system. Each ROC's incorporation articles remove any profit motive for selling the land. The money that any individual could earn from such a sale is limited to their

² "2023 Manufactured Housing Facts." *Manufactured Housing Institute*, 2023.

³ "Spotlight on Underserved Markets Manufactured Housing Resident-Owned Communities." *Freddie Mac*, November 2019.

individual membership fee (\$100-\$1,000). With no chance of a major windfall, homeowners instead focus on their long-term security, home and community maintenance, and wellbeing.

In ROCs, the collective community owns the land through a cooperative and makes decisions in an equitable and democratic manner. ROCs establish cooperative bylaws that govern membership requirements, election of its board of directors and community rules. The community collectively governs the process for home sales, rent and lease restrictions, and fees.

Long-term support of underserved communities

Virtually all homeowners in investor-owned MHCs are underserved, disadvantaged, and vulnerable because they own a home on a commercial investor's land. Homeowners in these MHCs are vulnerable to excessive site rent increases, poor maintenance, health risks, and change of land use leading to community closures and displacement.

Every ROC in our national network contracts with a CTAP for as long as any lender requires, generally the ROC's first 10-20 years. Regardless of financing status, ROCs still access support from ROC USA, such as 1) ROC USA Capital's improvements financing; 2) ROCKET⁴; 3) in-person trainings co-hosted by CTAPs and ROC USA; 4) Automatic membership in the ROC Association⁵; 5) Better Together Grants, an annual competitive small-projects grant program.

Advancing housing access, justice for vulnerable populations/underserved communities

ROC USA and its CDFI, ROC USA Capital, support communities by linking them with financing to support their resident purchase. ROC USA's CDFI assists these communities by providing high loan-to-value (LTV) financing of 100%-110% of the acquisition cost.

This flexible financing creates a low cost of membership, encouraging broad ownership participation by residents. Owners of manufactured homes are "disproportionately low-income: the median household income of manufactured homeowners is \$35,000, about half of the median household income of other homeowners." ⁶ ROC USA Capital's portfolio of 110 ROCs in 20 states reflects these realities. Of the 9,700 households in its borrower communities, 87% report below-80% AMI and 60% report below-50% AMI.

ROC USA's model provides a low-cost fixed membership fee, an inheritable proprietary lease, a vote in how the community is operated and maintained, and both a mandate and motivation for rents to increase only to cover operating costs, securing generational affordability.

Enabling underserved communities, particularly those of color, to build wealth.

Manufactured homes are disproportionately occupied by families of color: While manufactured homes make up a similar portion of homes owned by Black and White homeowners (5% and 6% respectively), more than 8% of Hispanic and more than 13% American Indian and Alaska Native homeowners own manufactured homes. This can be seen in several communities in the ROC USA portfolio where majority of homeowners are either Hispanic or American Indian. ⁷

⁴ ["ROCKET" ROC USA's online learning management system. Live and self-paced training topics pertaining to shared equity resident ownership of MHCs.](#)

⁵ [ROC Association, a Member-led association of resident owned communities\), provides peer networking, policy advocacy, outreach, and education.](#)

⁶ ["Expanding Resident and Nonprofit Ownership of Manufactured Home Parks." Abt Global, August 2022.](#)

⁷ ["Expanding Resident and Nonprofit Ownership of Manufactured Home Parks." Abt Global, August 2022.](#)

Ownership of land plays a crucial role in stabilizing the community to maintain affordable lot rents. Simultaneously, the opportunity to build wealth is increased, as homes in ROC are shown to sell for 16% more than comparable homes in comparable commercially owned MHCs.⁸

The longer a ROC owns a community, the more it saves on site fees. The long-term affordability brought about by resident ownership translates into lower monthly lot rents in comparison to investor-owned MHCs. This, in turn, generates increased disposable income for households in ROCs, serving as a tool for homeowners to build household wealth. Although homeowners cannot profit from the land, they can realize the increase in their home price via sale.

ROC members also have input in their community's financial wellbeing. Residents can decide to do one of three things with any financial surplus at the end of the year: 1) put it in a capital improvement account; 2) maintain it in the operating account for future expenses; or 3) return it to members as a patronage dividend.

Creating and preserving livable, sustainable, and resilient Manufactured Housing

Residents are aware of the risks in their communities and inherently motivated to mitigate these risks to create resilient and sustainable ROCs by:

- Addressing necessary upgrades to ensure vital and durable infrastructure to sustain all households and shared community resources.
- Adding new homesites for LMI households with homes that will be energy efficient and resilient. This will improve sustainability, ensure site fees remain affordable, and build wealth for LMI homeowners. Increased population boosts leadership capacity, benefiting the Board and Committees, and enhancing community engagement.
- The investment in acquisitions will be transformative and help preserve 410 additional homesites from displacement and loss of affordability.

Below is an example that showcases how this strategy can yield immediate return on investment, a result we anticipate from all projects.

In 2008, residents of the Pasadena Trails MHC began organizing to purchase the land in their neighborhood of 114 homesites. High on the list of community concerns was the poor stormwater and drainage systems that often left the neighborhood's entrances and school bus stop flooded. With help from the Community Resource Group and financing from ROC USA Capital, they formed the Pasadena Trails Cooperative and, in June 2009, purchased the land.

Subsequently, the ROC refinanced its loan and borrowed additional capital to hire an engineer to redesign the community's entire stormwater system. This turned out to be a great investment when, in 2017, Hurricane Harvey impacted Pasadena Trails. The Houston area encountered widespread flooding whereas Pasadena Trails suffered only minor damage.⁹

⁸ "Resident Ownership in New Hampshire's 'Mobile Home Parks': A Report on Economic Outcomes." *University of NH, Carsey School of Public Policy*, 2010.

⁹ "The Next System Project: Resident-Owned Community." *The Next System*, August 2018.

ATTACHMENT A – ADVANCING RACIAL EQUITY

Draft for Public Comment

Advancing Racial Equity

The shared-equity resident ownership model is inherently inclusive of all members of the community. Our proposal focuses on benefiting communities that are low- to moderate-income. We understand the historical impact of laws such as redlining and their impact on homeownership rates across the country. We have analyzed the racial composition of more than 2,100 households expected to benefit from these grant activities, which are included in the table below. Nine of the 29 manufactured housing communities within this application are comprised of a majority of Hispanic or Latino homeowners.

<u>Community</u>	<u>Demographic Information</u>
Comunidad Nuevo Lago, Inc. Fresno, CA <i>ROC since 2024</i>	56 homeowners where 73% of homeowners are Extremely Low-Income AMI, 100% Hispanic or Latino, and 35% are Farmworkers.
The Woods Cooperative Association Little River, CA <i>ROC since 2021</i>	109 homeowners where 100% are 55+ and 85% are more than 62 years old, 10% are people with a disability, and more than 30% have lived in this community for more than 15 years, allowing for aging in place. Additionally, homeowners are 83% White, 2% Black or African American, and 1% Hispanic or Latino.
Animas View Durango, CO <i>ROC Since 2021</i>	120 homeowners where 80% are LMI and 21% are Hispanic or Latino, 5% are people with a disability, 12% of residents are more than 62 years old, and more than 30% have lived in this community for more than 15 years, allowing for aging in place.
Cooperativa Nueva Union Leadville, CO <i>ROC Since 2021</i>	28 homeowners where 78% are LMI and 70% are Hispanic or Latino, 74% are under the age of 55 and 78% have lived in the community for 6+ years, mostly raising families.
Golden Hills Community Cooperative Golden, CO <i>ROC Since 2023</i>	39 homeowners where 80% are LMI (below 50% AMI), 80% are White, 2% are Hispanic or Latino, more than 21% homeowners are people with a disability, 23% of homeowners are more than 62 years old, 10% are veterans, 2% are Farmworkers, and 6% are female heads of households with children under 18.
La Luna Community Cooperative Lafayette, CO <i>ROC Since 2024</i>	34 homeowners where 100% are LMI, 57% are Hispanic or Latino and 6% are Asian, 28% are more than 55 years old, 5% are a homeowner with a disability, and 10% are female heads of households with children under 18.
LMP Co-Op Longmont, CO <i>ROC since 2019</i>	36 homeowners where 57% of homeowners are below 30% AMI and 100% are below 80% AMI, 46% are Hispanic or Latino, and 8% are over the age of 62.

Paradise Village Cooperative, Johnstown, CO <i>ROC Since 2022</i>	40 homeowners where 100% are below 80% AMI, 63% are Hispanic or Latino, 1% are American Indian or Alaskan Native, and 29% are White. Additionally, 11% are female heads of households with children under 18, 6% are homeowners with a disability, and 4% are veterans.
Rivermaze Co-Op Cañon City, CO <i>ROC Since 2019</i>	35 homeowners where 97% are LMI and 16% are Hispanic or Latino, 9% are American Indian/Alaskan Native, and 71% are White. New residents make up a significant portion, with 63% having lived in the ROC for 1 to 5 years, and 13% are female heads of households with children under 18.
Sans Souci Community Cooperative Boulder, CO <i>ROC Since 2021</i>	62 homeowners where 93% are LMI, 13% are Hispanic or Latino, 3% are Black or African American, 3% Asian or Pacific Islander, 3% American Indian/Alaska Native, and 63% are White. 47% of residents have lived in the MHC for more than 15 years.
Buddy Dancer Homeowners Cooperative, Garden City, ID <i>ROC Since 2020</i>	55 homeowners where 94% are below 80% AMI, 46% are Hispanic or Latino, 10% are single female heads of households, and 4% of residents are people with a disability.
Pleasant View Homeowners Cooperative Caldwell, ID <i>ROC Since 2019</i>	31 homeowners where 95% are below 60% AMI, 84% are Hispanic or Latino, 14% are White, 10% are people with a disability, and 3% are Farmworkers.
Oak Meadows Community Association Asheboro, NC <i>ROC Since 2020</i>	57 homeowners where 100% are LMI and 81% are Hispanic or Latino.
Brittany Terrace Inc. Rock Tavern, NY <i>ROC Since 2019</i>	87 homeowners where 71% are below 80% AMI, 4% are Hispanic or Latino, 59% of residents are more than 62 years old, 13% are veterans, 12% are homeowners with a disability, and 6% are single female heads of households with children under the age of 18.
The Woodlands Community Hornell, NY <i>ROC Since 2016</i>	95 homeowners where 71% are LMI, 82% are White, 2% are American Indian/Alaskan Native, 59% are more than 62 years old, and 16% are people with a disability.
Evergreen Village Cooperative Mount Bethel, PA <i>ROC Since 2022</i>	158 homeowners where 70% are below 80% AMI, 92% are White, 73% are over the age of 62, and 11% are veterans.
Asociacion de Residentes North Lamar Austin, TX	68 homeowners where 100% are LMI and 83% are Hispanic or Latino.

<i>ROC Since 2020</i>	
Mission Trail Community Association San Antonio, TX <i>ROC Since 2023</i>	44 homeowners where 91% are LMI and 97% are Hispanic or Latino.
Minquadale Village Homeowners Association New Castle, DE <i>ROC Since 2009</i>	60 homeowners where 95% are LMI and 14% are Hispanic or Latino.
Newtown Creek Community Horseheads, NY <i>ROC Since 2018</i>	69 homeowners where 95% are LMI, 87% are White, 3% are Hispanic or Latino, and 12% have a disability.
Kayadeross Acres Ballston Spa, NY <i>ROC Since 2016</i>	117 homeowners where 88% are LMI, 93% are White, and 5% are Black or African American.
Rocky Mountain Homeowners Cañon City, CO <i>ROC Since 2018</i>	48 homeowners where 90% are LMI, 90% are White and 8% are Hispanic or Latino, 20% are single female heads of households with children under the age of 18, and 60% have lived here for 1 to 5 years.
Hamilton Place Mountain Home, ID <i>Pending Purchase June 2024</i>	22 homeowners where 81% are below 80% AMI, 33% are Hispanic or Latino, 30% are White, 4% are Black or African American, and 4% are American Indian/Alaskan Native.
Liberty Landing Cooperative Liberty, MO <i>ROC since 2021</i>	181 homeowners where 78% are below 80% AMI, 12% are people with a disability, and 44% have been residents for at least 6 years.
Missouri Meadows Great Falls, MT <i>ROC Since 2011</i>	33 homeowners where 100% are LMI, 22% are Native American, and 79% of the residents have lived in the community for 1 to 5 years.
Meadow Valley Park Unadilla, NY <i>ROC Since 2010</i>	54 homeowners where 67% are LMI, 88% are White, and 45% are over the age of 62.

Refinances Demonstrate Preservation

ROCs have a 40-year history of stability and affordability. During that tenure, communities have refinance needs brought about by term debt and/or improvements as well as the opportunity to lower the cost of debt. ROC USA Capital has been a reliable national source for refinancing these communities. Some ROCs refinance with local banks or other lenders, too. However, particularly for the lowest-income and most racially diverse communities, it's vital that ROC USA Capital be active to ensure advancements in racial equity achieved through community acquisition are not later lost due to a lack of available refinance dollars.

The opportunity to refinance ensures the existing homeowners can continue to live in the community they have resided in for several years, if not decades, as demonstrated. At that time, we collect additional data on the demographics of the residents at the time of refinance.

	Demographics at Acquisition	Demographics at Refinance
Green Acres Cooperative Kalispell, MT <i>ROC since 2010</i> <i>Refinanced 2020</i>	32 homeowners with 91% LMI, 25% of residents over the age of 55, 97% White, and 3% American Indian/Alaskan Native.	32 homeowners with 90% below 80% AMI, 21% of residents over the age of 62, 94% White, 3% Hispanic or Latino, and 3% American Indian/Alaskan Native.
Minquadle Village HOA New Castle, Delaware <i>ROC Since 2009</i> <i>Refinanced in 2020</i> <i>Part of the Project list</i>	60 homeowners where 95% of are below 80% AMI, 85% are White, 7% are Hispanic or Latino, 5% Black or African American, 3% Asian or Pacific Islander. 52% of residents have lived in the MHC for more than 6 years.	72 homeowners where 85% are LMI, 55% are White, 14% Hispanic or Latino, and 2% Black or African American. 52% of residents have lived in the MHC for 1 to 5 years.
Buena Vista Community Missoula, MT <i>ROC since 2013</i> <i>Refinanced in 2023</i>	36 homeowners where 81% are White and 11% are American Indian/Alaskan Native.	36 homeowners where 85% are White and 14.3% are American Indian/Alaskan Native.

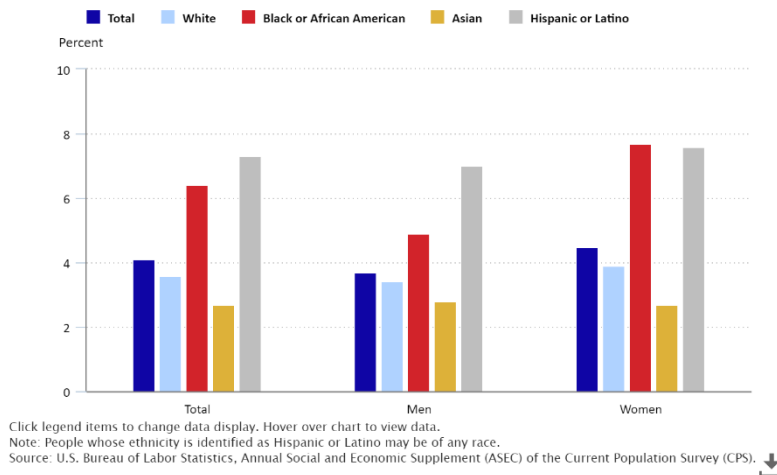
These three examples, which are consistent across the portfolio of ROCs, demonstrate how with stability and affordability, populations in these communities can remain for decades, and those historically underserved or marginalized have an opportunity. A ROC serves as a dependable resource to expand opportunities for individuals, especially those from marginalized communities who have historically faced barriers to affordable homeownership.

Barriers to Access and Actions taken to Mitigate Barriers

ROC USA is employing the sociological principle of intersectionality to consider how overlapping identities create unique combinations of privilege and discrimination. Our proposal focuses on beneficiaries who are low- to moderate-income individuals who face several challenges due to their limited income, such as living in communities that have been historically underserved and lack resources or capital to make community improvements without assistance. Many members of the ROC communities are among the working poor. The 2021 Bureau of Labor Statistics report “A Profile of the Working Poor¹” demonstrates the overlap of race and income. The data identified that Black or African American and Hispanic or Latino individuals were significantly more likely to be among the working poor. The rates of those among the working poor increase in every race when looking only at women. Overall, Hispanic or Latino individuals are most likely to be among the working poor, with 7.3% of working individuals among the working poor. This increases to 7.7% when only considering Hispanic women.

¹ ["A Profile of the Working Poor, 2021" BLS Reports, Nov. 2023.](#)

Chart 2. Working-poor rates by sex, race, and Hispanic or Latino ethnicity, 2021



Language can often be a barrier in equitably implementing grant programs. Our data shows that more than 7% of homeowners and residents in ROCs speak primarily Spanish. ROC USA consistently shares information in English and Spanish, including training documents and templates for community governing documents.

ROC USA-hosted events regularly include interpreters and translators to meet resident needs in ASL and Spanish, and we provide the opportunity for individuals to designate if another language accommodation is required. ROC USA will coach and educate ROCs to better understand the importance of community engagement and full participation in decision-making, that includes language and strategies to overcome these barriers.

Many working poor individuals hold multiple jobs to make ends meet, posing a challenge when seeking input on community decisions and planning. Nevertheless, the resident-ownership model fosters a sense of community among residents, making it easier to communicate with neighbors.

Additionally, ROC USA provides opportunities to learn and connect with peers through an online training platform. Courses offered provide ROC leadership training, including key functions and responsibilities, along with key business practices to ensure long-term success. There are 17 courses available in Spanish, six of which are live instructor-led webinars as part of the Better Together Leadership Program.

Measures to Track Progress

ROC USA will continuously monitor the status of each project to determine the efficacy of the program. Various metrics, including the race and income status of the households affected by the program, will be analyzed using the existing tools and systems for evaluation. This is particularly relevant for locations where we will be conducting infill of vacant sites with new homes. We will be using the affirmative marketing plan and the plan to affirmatively further fair housing to ensure that our efforts advance racial equity.

ATTACHMENT B – AFFIRMATIVE MARKETING

Draft for Public Comment

Affirmative Marketing

ROC USA has implemented an ongoing commitment to Affirmative Marketing and will maintain this commitment for the duration of the grant. ROC USA has shared audience-specific information with all ROCs, CTAPs, and stakeholders (ROC USA Board, ROC Association, Partners, State Agencies, and the public) to facilitate transparency and equity regarding activities related to the PRICE Act.

Pre-Award Commitment to Affirmative Marketing

Prior to the Notice of Funding Opportunity, ROC USA surveyed its then-existing 318 ROCs to understand the communities' planning, infrastructure, and infill needs. The survey and supporting materials were provided in English and Spanish. This opportunity was publicized on our website, at ROC Association's regular monthly meetings, and as direct email campaigns to ROC Board Members and CTAPs. Results of the surveys were shared and showed that 58% of the ROCs demonstrate a strong need for planning, infrastructure, and home infill projects. Estimated costs for these projects exceeds \$255 million. Our robust network and relationships guarantee a tailored communications approach for every current homeowner and prospective resident.

Upon receiving the Notice of Funding, ROC USA coordinated the public hearing both in-person and virtually to ensure accessibility and maximum attendance. The notification of the Public Hearing included a short summary of the proposal, date, time, and place(s) of public hearing, beginning and end of public comment period, contact information, an opportunity to request reasonable accommodations, and instructions for how to provide written comment. The notification was sent in English and Spanish 15 days prior to the date of the Public Hearing. The Public Hearing was promoted in English and Spanish, with options for ASL and other language interpretation services, as requested.

Notifications were emailed directly to a broad network, including the ROC Association, ROC Board Members representing the ROCs listed in the application, public officials, community non-profits and technical assistance providers, and other community contacts (list of recipients is available). Additionally, each ROC that is represented in the proposal received printed bi-lingual flyers to post in their community and share with external stakeholders, and information was shared on social media and to professional networks.

The Public Hearing followed an agenda (available ahead of time), reviewed ground rules, presented a summary, had Zoom remote access, and ensured accessibility (like closed captions, interpretation, etc.). The Public Hearing was scheduled during the evening to accommodate all time zones, allowing families with children to join from home without needing childcare. The recording of the hearing was made available on the ROC USA website during the remainder of the Public Comment Period. Materials like the application have been translated into Spanish to ensure that those with limited English proficiency are able to fully engage with the application. ROC USA intends to have ongoing ASL and Spanish interpretation for events related to PRICE.

PRICE Award Program-related Activities

Our proposed projects will ensure that any available housing opportunities resulting from PRICE funding are advertised and promoted to protected class groups in the housing market areas of the broader communities. We will develop affirmative marketing guidance for all of the ROCs and MHCs included in our proposal to ensure we meet HUD requirements.

As part of our technical assistance to sub-recipients, we will create an Affirmative Fair Housing Marketing Plan (AFMP) template that can be adapted and customized by each ROC Co-op to promote the availability of any new or replacement manufactured housing units to underserved groups. Every AFMP will address each of the following elements: targeting, outreach measures, indicators, and staff training. As part of PRICE funding, AFMP training will be created to support affirmative marketing strategies. All stakeholders, including property management companies, will be strongly urged to participate in this training.

Targeting

ROC USA will work with each local ROC/MHC to identify the demographic groups that may face the greatest barriers to housing choice and who are least likely to be aware of housing availability. Based on a preliminary review of census data, groups will include Black, Hispanic/Latino, and/or Native American persons; individuals with limited English proficiency; individuals with disabilities; older adults and/or low-income families with children.

Outreach Measures

Our outreach efforts will include working with community housing organizations (like HUD-approved housing counselors) and advertising housing opportunities through newspapers, press releases and/or other media. Outreach will be done to identify community organizations and contacts that serve individuals with disabilities, minority groups, older adults, and other target demographics. We will work with community contacts to create a referral network and promote housing opportunities with the families and individuals they work with.

Where possible, advertisements will be placed in print media or community newspapers that serve targeted groups. Additionally, ROC USA's local networks will promote housing opportunities on their websites and social media platforms. Outreach materials will be printed or digital and professionally translated to a second language as appropriate for target groups. These materials will also include the HUD-approved Equal Housing Opportunity logo and language. HUD's Fair Housing Poster will be visibly displayed at each ROC location.

Indicators

ROC USA will work with subrecipients to evaluate the success of affirmative marketing efforts by tracking the demographic status of prospective buyers. All outreach materials and tools will also be documented for recordkeeping and reporting purposes. This will include copies of press releases, advertisements or other materials and the list of community contacts and organizations.

Fair Housing and Affirmative Marketing Training

ROC USA provides an online self-paced training course through its learning management system, ROCKET, titled Fair Housing in a Flash. This training was developed by the Fair Housing Institute and provides the basics of fair housing law and best practices. All ROC USA staff, CTAPs, and ROC Members have an ongoing invitation to register and complete the course. From September 2023 to date, forty-two (42) participants have completed this course. As part of PRICE, this training will be required and ensures that a designated ROC Board Member and Technical Assistance Provider are trained to understand and comply with Fair Housing regulations. All property management companies that support our ROCs are required to comply with Fair Housing. This ensures compliance and accountability across all stakeholders and partners.

ATTACHMENT C – AFFIRMATIVELY FURTHERING FAIR HOUSING

Draft for Public Comment

Affirmatively Furthering Fair Housing

ROC USA reviewed fair housing assessments completed by the jurisdictions where ROCs in this application are located and found the following key impediments or barriers to fair housing choice prevalent in the housing market areas of the broader communities:

- The lack of accessible, affordable housing disproportionately impacts protected class groups.
- MHCs/ROCs do not have the same access to subsidized federal funding as municipalities and public utilities either because 1) policies or statutes do not allow for MHCs or 2) the funding was originally designed for municipalities and the application process is too complicated for a small group of resident-volunteers to navigate.
- Protected class groups are at a greater risk of displacement due to new development pressures that contribute to a shrinking supply of affordable housing.
- Segregation based on race, ethnicity, age (older adults), limited English proficiency groups or disability status is a barrier in some geographies.
- Discrimination against people with disabilities and availability of reasonable accommodations can be widespread.

ROCs provide an essential source of affordable housing for protected classes across the country. ROC USA's proposed activities as discussed in *Exhibit C, Soundness of Approach*, explicitly address some of these barriers. Acquisitions and conversion of existing MHCs to resident-owned communities will expand home ownership opportunities for protected class groups living in surrounding areas. Capital improvements will help revitalize disinvested communities and increase the availability of quality affordable housing for protected class groups. In addition to these core activities, ROC USA will also undertake the following meaningful actions to affirmatively further fair housing:

Promote Homeownership

Local ROCs, CTAPs and ROC USA will work with partners to promote housing opportunities in the broader community and specifically targeted to protected class groups. Potential partners would include municipal and county governments, non-profits serving individuals with disabilities, HUD-approved housing counseling agencies, and other community organizations serving minority populations. We will work with these groups to advertise the availability of units and ROC-specific information and ensure that all content is accessible, translated as needed and understandable. Available homes will be shared with partner housing providers and state agencies.

Fair Housing Education

ROC USA will coordinate and hold a fair housing training for each community listed in this application, which will cover the Fair Housing Act, Section 504 and requirements for reasonable accommodations, and compliance with civil rights laws. ROC USA will also review and update the current online Fair Housing training curriculum available on its national training platform for ongoing education, especially for new and prospective residents.

ROC USA provides an online self-paced training course through its learning management system, ROCKET, titled Fair Housing in a Flash. This training was developed by the Fair Housing Institute and provides the basics of fair housing law and best practices. As part of PRICE, this training will be required and ensures that a designated ROC Board Member and Technical Assistance Provider are trained to understand and comply with Fair Housing regulations. All property management

companies that support our ROCs are required to comply with Fair Housing. This ensures compliance and accountability across all stakeholders and partners.

Promote and Advocate for Fair Housing

ROC USA leads nationwide advocacy efforts to preserve and revitalize manufactured housing and has established strong relationships with nonprofit providers, affordable housing advocates and other interest groups. We will explore opportunities to work with other groups and advocate for fair housing policies that address structural and institutional barriers in the communities in which we work.

Affirmative Marketing

ROC USA will also develop and implement an affirmative marketing plan in coordination with our work to promote housing opportunities in the broader communities. This marketing plan will be specifically targeted to reach and inform protected class groups about housing choices. All marketing materials and activities will comply with civil rights laws. ROC USA will ensure that ROCs affirmatively market available housing in their communities to Black and Brown persons, individuals with limited English proficiency, individuals with disabilities, and families with children. Digital and printed outreach materials will be translated as appropriate for target groups and will include the HUD-approved Equal Housing Opportunity logo and language. Additionally, HUD's Fair Housing poster will be displayed at each ROC.

Property Management and Tenant Selection

ROC USA assures that the property management firm is qualified and has local or state licensing relative to a Real Estate License or affordable housing programs (i.e., LIHTC, Project Based Assistance), which all require recertification and Fair Housing requirements.

Each ROC has a clear tenant selection plan that highlights the importance of Fair Housing. In addition, the plans call for property management firms to handle third-party review of applications to provide only what information is necessary to confirm the applicants meet the Tenant Selection Plan (i.e., no names, no household size, no familial status). The ROC receives information based on their credit score requirement, income requirement, and results of the background check. After approval, the ROC Board can be introduced to complete the cooperative introduction. If the applicant decides not to live in the cooperative, it is the individual who had decided not to live in the ROC. Decisions are not made by the Board based on a protected class.

ATTACHMENT D – ELIGIBLE APPLICANT DOCUMENTATION

Draft for Public Comment

1. *Resolution of Civil Rights Matters*

ROC USA does not have any outstanding civil rights matter. This item is not applicable.

2. *Timely Submission of Applications*

ROC USA will submit its application prior to the 7/10/2024 at 11:59:59 PM EST deadline.

3. *Eligible Applicant*

ROC USA is an eligible applicant under the following determination:

25 (Others) Non-profit entities.

Attached is our 501(c)(3) determination letter. We are applying on behalf of twenty-six (26) communities and three (3) communities identified for acquisition. We have attached partnership letters in Attachment E.

4. *Number of Applications*

ROC USA is submitting one (1) application for the PRICE Main Category.

Draft for Public Comment

Date: **MAY 05 2008**

ROC USA LLC
C/O PETER T BEACH ESQUIRE
SHEEHAN PHINNEY BASS + GREEN
1000 ELM STREET 17TH FLOOR
MANCHESTER, NH 03101

Employer Identification Number:
35-2319441
DLN:
108119006
Contact Person:
DANIEL F FRISCH ID# 95116
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 28, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

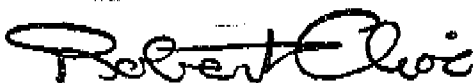
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

ROC USA LLC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is fluid and cursive, with the first name "Robert" and last name "Choi" clearly distinguishable.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Draft for Public Comment

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☒
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Paul Bradley
(Signature of Officer, Director, Trustee, or other authorized official)

Paul Bradley
(Type or print name of signer)
President
(Type or print title or authority of signer)

1/4/08
(Date)

For IRS Use Only

IRS Director, Exempt Organizations

MAY 05 2008
(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

ATTACHMENT E – EVIDENCE OF PARTNERSHIP LETTERS

Draft for Public Comment



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Animas View MHP Co-op with its place of business at 288 Animas View Drive, Durango, CO 81301 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 288 Animas View Drive, Durango, CO 81301 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

05/14/2024
Date

Animas View MHP Co-op


Signature

Kevin Miller
Name

President
Title

05/14/24
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and , Asociacion de Residentes North Lamar, with its place of business at 8105 Research Blvd, Austin, TX 78758 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 8105 Research Blvd, Austin, TX 78758 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

5/18/2024

Date

Asociacion de Residentes North
Lamar (ARNL)

Steven Todd Gordon

Signature

Steven Todd Gordon

Name

President

Title

May 16, 2024

Date

Anita Casas

box SIGN

1BLJL2SK-4PZ97L3P

Anita Casas

treasurer

May 16, 2024



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and BT, Inc., with its place of business at One Brittany Terrace, Rock Tavern, NY 12575 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at One Brittany Terrace, Rock Tavern, NY 12575 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

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advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

5/18/2024
Date

BT, Inc. (Brittany Terrace)

Charles R. Harty
Signature

CHARLES R. HARTY
Name

PRESIDENT
Title

5/17/24
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Buddy Dancer Homeowners Cooperative with its place of business at 200 W 40th Street, Garden City, ID 83714 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 200 W 40th Street, Garden City, ID 83714 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing their Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Digitally signed by Nicholas Salerno
Date: 2024.05.28 09:08:09 -04'00'

Signature

Nicholas Salerno
Digitally signed by Nicholas Salerno
Date: 2024.05.28 09:08:18 -04'00'

Name

Nicholas Salerno
Digitally signed by Nicholas Salerno
Date: 2024.05.28 09:08:28 -04'00'

Title

Date

Buddy Dancer Homeowners
Cooperative



Signature

Desiree Morales

Name

Treasurer

Title

May 15, 2024

Date



MEMORANDO DE ENTENDIMIENTO

Este Memorando de Acuerdo ("Memorando") se celebra por y entre ROC USA, LLC (en adelante, "ROC USA"), una sociedad de responsabilidad limitada sin fines de lucro de Delaware, con sede principal en Concord, New Hampshire, y Cooperative Nueva Union con sede en 1100 Hemlock Street, Leadville, CO 80461 (en adelante, el "Propietario"), una Comunidad de Propiedad de los Residentes (en adelante, "ROC"), (colectivamente, las "Partes") con el fin de establecer metas y objetivos relacionados con el proyecto de infraestructura (en adelante, el "Proyecto").

CONSIDERANDO QUE, de conformidad con su misión, ROC USA facilita la provisión de proyectos de infraestructura para ROC en todo Estados Unidos; y

CONSIDERANDO QUE el Propietario es propietario de los bienes inmuebles ubicados en 1100 Hemlock Street, Leadville, CO 80461 (en adelante, la "Obra"), en los que se llevará a cabo el Proyecto en beneficio del Propietario; y

CONSIDERANDO QUE, ROC USA proporciona gestión de proyectos, administración de subvenciones y servicios técnicos en apoyo de la implementación de proyectos de infraestructura; y

CONSIDERANDO QUE, ROC USA buscará obtener fondos del Programa Principal de Iniciativa de Preservación y Reinversión para la Mejora de la Comunidad (PRICE), para dicha gestión de proyectos y servicios técnicos en beneficio del Propietario y del Proyecto; y

CONSIDERANDO QUE, el Propietario tiene una necesidad demostrada de un proyecto de infraestructura y desea trabajar con ROC USA para realizar el trabajo necesario para completar el "Proyecto".

AHORA, POR LO TANTO, las Partes desean celebrar un Memorando de Entendimiento que establezca los acuerdos de trabajo necesarios que ambas Partes acuerdan que serán necesarios para completar el Proyecto.

OBJETIVO

El propósito de este Memorando es proporcionar el marco para cualquier acuerdo vinculante futuro que las Partes ejecuten en relación con el Proyecto, sujeto a la financiación garantizada por ROC USA, otorgada a través del programa federal de subvención de PRICE.

OBLIGACIONES DE LAS PARTES

Las Partes reconocen y acuerdan que no se crea ninguna relación contractual vinculante entre ellas mediante este Memorando, pero acuerdan trabajar juntas de buena fe antes de la ejecución de un futuro acuerdo vinculante con respecto al Proyecto. Además, ROC reconoce que la financiación futura está totalmente supeditada a una adjudicación federal a ROC USA, y que no es aconsejable

que el Propietario tome medidas basándose en dicha financiación antes de la ejecución de un futuro acuerdo vinculante. ROC USA se comunicará con el Propietario en el momento de una notificación de adjudicación. Si el financiamiento de dicha adjudicación no es suficiente para completar el Proyecto, ROC acepta que ROC USA determinará, a su entera discreción, cómo se aplicarán los fondos para lograr el objetivo general de la solicitud de subvención.

ALCANCE DEL PROYECTO

En caso de que se obtenga financiación, realiza los esfuerzos de buena fe de la ROC para apoyar el Proyecto, como se describe a continuación, las Partes celebrarán un futuro acuerdo vinculante a través del cual ROC USA, en coordinación con el Propietario, acordarán cumplir, contratar y supervisar las **mejoras de infraestructura** financiadas por PRICE, detalladas en la solicitud de PRICE de ROC USA adjunta al presente y que forma parte del Memorando, incluida la administración, gestión e información sobre la subvención, así como actuar como gerente del proyecto, coordinador y supervisor del trabajo realizado en la obra.

Como condición previa, el Propietario acepta apoyar el Proyecto, según sea necesario, mediante el desempeño de las funciones y responsabilidades de la Junta, y mediante la participación de la Junta y la comprensión del alcance del trabajo del proyecto. El Propietario coordinará las notificaciones a los miembros de su cooperativa sobre las actividades del contratista.

Las Partes reconocen estar de acuerdo con este Memorando mediante firma autorizada:

Roc usa, LLC
Nicholas Salerno
boxSIGN 1V6K7971-4ZLPZ7KY

Firma

Nicholas Salerno
Nombre

Chief Operating Officer
Título

May 18, 2024
Fecha

Cooperativa Nueva Union
DocuSigned by:
Fabiola Nunez
7C211EC7EFDC418...

Firma

Fabiola Nunez
Nombre

Presidenta
Título

5/16/2024



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Evergreen Village Cooperative, Inc. with its place of business at 29 Independence Way, Mount Bethel, PA 18343 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 29 Independence Way, Mount Bethel, PA 18343 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

5/18/2024

Date

Evergreen Village Cooperative, Inc.

Michelle Dinnen

Signature

Michelle Dinnen

Name

Vice President

Title

May 14, 2024

Date

Jill A. Best
box SIGN 13K3RL3W-4Q2WLY2

Jill A. Best

Treasurer

May 14, 2024



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Golden Hills Community Cooperative, with its place of business at 215 Cheyenne St, Golden, CO 80403 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 215 Cheyenne St, Golden, CO 80403 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC

USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

May 18, 2024

Date

Golden Hills Community
Cooperative

ART ERWIN

Signature

ART ERWIN

Name

TREASURER

Title

MAY 13, 2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Hamilton Place with its place of business at 2100 East 42nd South, Mountain Home, ID 83647 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 2100 East 42nd South, Mountain Home, ID 83647 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing their Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

5/22/2024

Date

Hamilton Place

Barry Shanahan

Signature

Barry Shanahan

Name

President

Title

5/16/2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Kayaderos Acres, Inc. with its place of business at 885 Middleline Road, Ballston Spa, NY 12020 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 885 Middleline Road, Ballston Spa, NY 12020 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

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OBLIGATIONS OF THE PARTIES

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www.rocusa.org

ROC USA, LLC • 6 Loudon Road, Suite 501 Concord, NH 03301 • 603.513.2791 • contact_us@rocusa.org

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and home infill** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

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The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC
Nicholas Salerno
boxSIGN 1V6K7971-1RX25729

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

May 18, 2024

Date

Kayadeross Acres, Inc.
Michael J Riley

Signature

Michael J Riley

Name

President B.O.D.

Title

5/16/2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and La Luna Community Cooperative, with its place of business at 726 E Cleveland St, Lafayette, CO 80026 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 726 E Cleveland St, Lafayette, CO 80026 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

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As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC
Nicholas Salerno

Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

May 18, 2024
Date

La Luna Community Cooperative
DocuSigned by:
LaVern Schafer

Signature

LaVern Schafer
Name

President
Title

5/16/2024
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Liberty Landing Cooperative with its place of business at 1217 Pier Street, Liberty, MO 64068 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 1217 Pier Street, Liberty, MO 64068 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and home infill** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

5/20/2024

Date

Liberty Landing Cooperative

Kristi Peterman

Signature

Kristi Peterman

Name

President

Title

May 18, 2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and LMP Coop with its place of business at 515 15th Ave, Longmont, CO 80501 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 515 15th Ave, Longmont, CO 80501 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

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advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and home deconstruction** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing their Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

5/18/2024

Date

LMP Coop

Richard W. Grebott

Signature

RICHARD W. GREBOTT

Name

PRESIDENT

Title

5-14-2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Meadow Valley Park, Inc. with its place of business at 675 State Highway 7, Unadilla, NY 13849 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 675 State Highway 7, Unadilla, NY 13849 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC
Nicholas Salerno

box SIGN 1V6K7971-13JRBKRV

Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

May 18, 2024
Date

Meadow Valley Park, Inc.

Freda E. Puente
Signature

FREDA E PUENTE
Name

President
Title

5/15/2024
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Minquadale Village Homeowners Association, Inc. with its place of business at 600 Wildel Ave, New Castle, DE 19720 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 600 Wildel Ave, New Castle, DE 19720 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and home infill** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing their Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC


box SIGN 1V6K7971-15JRYXYP

Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

May 18, 2024
Date

Minquadale Village Homeowners Association, Inc.


Signature

Ronald Sharp
Name

CPS MGR
Title

5-15-2024
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Mission Trail Community Association, with its place of business at 2315 Mission Road., San Antonio, TX 78214 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 2315 Mission Road., San Antonio, TX 78214 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and home infill** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

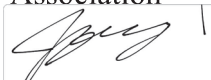
Nicholas Salerno
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

5/18/2024
Date

Mission Trail Community
Association


Signature

Joe valdez
Name

President
Title

May 17, 2024
Date

Nelda Rodriguez
box SIGN 18L786Q2-1X3WQP28

Nelda Rodriguez

Operations Director

May 17, 2024



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Missouri Meadows Community, Inc. with its place of business at 3012 Lower River Road, Great Falls, MT 59405 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 3012 Lower River Road, Great Falls, MT 59405 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and home infill activities** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

5/18/2024
Date

Missouri Meadows Community, Inc.

[Signature]
Signature

Jacob Arno H
Name

Board President
Title

5-15-24
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Newtown Creek Community, Inc. with its place of business at 50-54 Level Acres Dr Lot 100B, Horseheads, NY 14845 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 50-54 Level Acres Dr Lot 100B, Horseheads, NY 14845 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the

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Owner in reliance on such funding prior to execution of a future binding agreement is not advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades and infill homes** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

5/20/2024
Date

Newtown Creek Community, Inc.

Theresa Luther
Signature

Theresa Luther
Name

President
Title

5-15-2024
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Oak Meadows Community Association, with its place of business at 2075 Cedar Rd., Asheboro, NC 27203 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 2075 Cedar Rd., Asheboro, NC 27203 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

May 28, 2024
Date

Oak Meadows Community
Association

Timothy Gene Kidd
Signature

Timothy Gene Kidd
Name

President of Oak Meadows Board
Title

May 16, 2024
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Paradise Village Cooperative with its place of business at 210 S 2nd Street, Johnstown, CO 80534 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 210 S 2nd Street, Johnstown, CO 80534 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

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The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

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PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC
Nicholas Salerno

box SIGN 1V6K7971-15JKYQ3Z

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

May 18, 2024

Date

Paradise Village Cooperative

Kelly S. Jensen

Signature

Kelly S. Jensen

Name

President PRC Cooperative

Title

05/15/2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Pleasant View Homeowners Cooperative, Inc. with its place of business at 20106 Lower Pleasant Ridge Road, Caldwell, ID 83607 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 20106 Lower Pleasant Ridge Road, Caldwell, ID 83607 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC


boxSIGN 1V6K7971-4YVYXWJ1
Signature

Nicholas Salerno
Name

Chief Operating Officer
Title

May 18, 2024
Date

Pleasant View Homeowners
Cooperative, Inc.


Signature

Angela Green
Name

Treasurer
Title

5/13/24
Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Rivermaze Coop with its place of business at 295 S Raynolds Avenue, Canon City, CO 81212 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 295 S Raynolds Avenue, Canon City, CO 81212 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded **infrastructure upgrades** detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC
Nicholas Salerno
 box SIGN 1V6K7971-42LPZKJ9

Signature

Nicholas Salerno
 Name

Chief Operating Officer
 Title

May 18, 2024
 Date

Rivermaze Coop
 DocuSigned by:

Terri Bontrager
 F3B88FC734E74BB...
 Signature

Terri Bontrager
 Name

President
 Title

5/17/2024
 Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement (“Memorandum”) is entered into by and between ROC USA, LLC (“ROC USA”), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and Sans Souci Cooperative with its place of business at 1561 S Foothills Hwy, Boulder, CO 80305 (“Owner”), a Resident Owned Community (“ROC”), (collectively, the “Parties”) for the purpose of establishing goals and objectives related to the infrastructure project (“Project”).

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 1561 S Foothills Hwy, Boulder, CO 80305 (“Site”) on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the “Project”.

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not

advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC’s good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, agrees to work together with the Owner to fulfill, contract out, and supervise PRICE-funded infrastructure upgrades detailed in ROC USA’s PRICE application, attached hereto and made a part of the Memorandum, including potentially administering, managing, and reporting on the grant, as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

Signature

Nicholas Salerno

Name

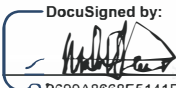
Chief Operating Officer

Title

5/18/2024

Date

Sans Souci Cooperative

DocuSigned by:

Signature

Michael Peirce, Ph.D.

Name

President

Title

May 16, 2024

Date



MEMORANDUM OF UNDERSTANDING
Community Development Block Grant Preservation and Reinvestment Initiative for
Community Enhancement (CDBG-PRICE)

This Memorandum of Agreement ("Memorandum") is entered into by and between ROC USA, LLC ("ROC USA"), a not for profit Delaware limited liability company with its principal place of business in Concord, New Hampshire and The Woodlands Community, Inc. with its place of business at 1190 Webbs Crossing Rd., Hornell, NY 14843 ("Owner"), a Resident Owned Community ("ROC"), (collectively, the "Parties") for the purpose of establishing goals and objectives related to the infrastructure project ("Project").

WHEREAS, consistent with its mission, ROC USA facilitates the provision of infrastructure projects for ROCs throughout the United States; and

WHEREAS Owner owns the real property located at 1190 Webbs Crossing Rd., Hornell, NY 14843 ("Site") on which the Project will be carried out for the benefit of Owner; and

WHEREAS, ROC USA provides project management, grant administration and technical services in support of infrastructure project implementation; and

WHEREAS, ROC USA shall seek to secure funding from the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Program for such project management and technical services for the benefit of Owner and the Project; and

WHEREAS, Owner has a demonstrated need for an infrastructure project and desires to work with ROC USA to perform the work needed to complete the "Project".

NOW, THEREFORE, the Parties desire to enter into a Memorandum of Understanding setting forth the necessary working arrangements that both Parties agree shall be necessary to complete the Project.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future binding agreement that would be executed by the Parties in connection with the Project, subject to funding secured by ROC USA awarded through the federal PRICE grant program.

OBLIGATIONS OF THE PARTIES

The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum but agree to work together in good faith prior to the execution of a future binding agreement with respect to the Project. Further, ROC acknowledges that future funding is entirely contingent upon a federal award to ROC USA, and that action be taken by the Owner in reliance on such funding prior to execution of a future binding agreement is not advisable. ROC USA shall communicate with Owner at the time of a notice of award. If the funding from such award is not sufficient to complete the Project, ROC acknowledges that ROC USA will in its sole discretion determine how the funds are applied to achieve the overall goal of the grant application.

PROJECT SCOPE

Should funding be obtained and the ROC based on the ROC's good faith efforts to support the Project as outlined below the Parties shall pursue a future binding agreement through which ROC USA, in coordination with Owner, agrees to fulfill, contract out, and supervise PRICE-funded infrastructure upgrades detailed in ROC USA's PRICE application, attached hereto and made a part of the Memorandum, including administering, managing, and reporting on the grant,

as well as by acting as project manager, coordinator and supervisor of the work done on site.

As a condition precedent Owner agrees to support the Project, as needed and necessary, through performing its Board roles and responsibilities, and through Board engagement and understanding of the project scope of work. Owner shall coordinate notifications to its cooperative members about contractor activities.

The Parties acknowledge agreement to this Memorandum by authorized signature:

ROC USA, LLC

Nicholas Salerno

box SIGN

TV6K7971-8QZKRYP2

Signature

Nicholas Salerno

Name

Chief Operating Officer

Title

May 18, 2024

Date

The Woodlands Community, Inc.

Patricia A. Emerson

Signature

PATRICIA A. EMERSON

Name

PRESIDENT

Title

5/16/24

Date

www.rocusa.org

ROC USA, LLC • 6 Loudon Road, Suite 501 Concord, NH 03301 • 603.513.2791 • contact_us@rocusa.org



208.391.2823
670 E RIVERPARK LN #170
BOISE, ID 83706

May 28, 2024

ROC USA, LLC
6 Loudon Road, Concord, NH 03301

Re: Intent to Participate

This letter is to confirm the mutual intent of both ROC USA and LEAP Housing (LEAP) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the ROC USA's CDBG-PRICE application.

LEAP works with Idaho manufactured housing communities to provide 3 things: pre-purchase guidance to navigate the purchasing process, financing support to obtain a loan for the purchase and capital improvement needs of the community, and post-purchase technical assistance to the community's Board of Directors for years afterward. Since 2018, LEAP has effectively managed contract prices totaling over \$4.5 million. LEAP offers post-purchase assistance to two (2) ROCs and more than 87 homeowners and families, supporting their long-term success to maintain affordability and ownership of these communities.

LEAP will be a subrecipient of funds awarded to ROC USA through the CDBG-PRICE program and will be responsible for the implementation of the activities outlined in the proposal. Together, we will achieve the following:

- Increase the housing supply for low-to-moderate income households.
- Preserve and revitalize resident owned Manufactured Home Communities.
- Increase the resilience of existing and newly created Manufactured Home Communities.
- Promote homeownership and advance resident-controlled sustainable communities.

To achieve this, LEAP will provide local technical assistance, project management (as applicable), and ongoing communication between the ROC and ROC USA.

It is understood that this letter is only an expression of our intent and a binding partner agreement, or other agreement, detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

A handwritten signature in black ink, appearing to read 'Bart Cochran'.

Bart Cochran, CEO

LEAP Housing

ROC USA APPLICATION

Page 117



MEMORANDUM OF UNDERSTANDING

BETWEEN ROC USA® LLC

AND

LEAP Charities, Inc.

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT entered this 22 day of May 2024 by and between the ROC USA®, LLC (herein called the “Applicant”) and LEAP Charities, Inc. (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant and the Partner have a pre-existing contractual relationship outlined in the ROC USA Network, Network Agreement¹, executed on January 16, 2023 pursuant to which the Partner is a Certified Technical Assistance Provider (CTAP) in the Applicant’s CTAP Network, providing cooperative governance and MHC operating technical assistance and organizational coaching, and the Applicant pays the Partner to provide technical assistance and organizational coaching as described above, through a CTAP Loan Servicing Agreement, and as a result the Applicant wishes to engage the Partner to assist the Applicant in deploying such funds if awarded;

WHEREAS, further, the Partner and each of the PRICE grant Beneficiaries listed herein have a pre-existing contractual relationship outlined in the Schedule IV ROC USA Certified Technical Assistance Provider Technical Assistance Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a legally binding written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE

¹ [LEAP Network Agreement 2022 2023 signed.pdf](#) | Powered by Box

requirements, including but not limited to those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE UNDER SUBRECIPIENT AGREEMENT

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as an ongoing condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

- Activity #1 Increase the housing supply for low-to-moderate income households.
- Activity #2 Preserve and revitalize resident owned Manufactured Home Communities.
- Activity #3 Increase the resilience of existing and newly created resident-owned Manufactured Home Communities.
- Activity #4 Promote homeownership and advance resident-controlled sustainable communities.

Services

- Technical Assistance to the ROC Board of Directors and Members, specific to the ROC infrastructure and new home infill projects described below.
- Other technical assistance the ROC Board and Members may need in the fulfillment of the projects funded by their PRICE grant.

Geographic Target Area

- See below for each ROC's location.

Beneficiary & Relation to Services to be provided:

- **Buddy Dancer Homeowners Cooperative, Garden City, ID** – Infrastructure to be completed includes water and sewer system replacement and roadway repairs.
- **Pleasant View, Caldwell, ID** – Infrastructure to be completed includes septic and water replacement, stormwater and drainage, build storm shelter/community center and add solar panels.
- **Hamilton Place, Mountain Home, ID** - Infrastructure to be completed includes well upgrades, water and sewer supply line replacements, replacement of failing septic systems, repairs to common buildings, site work and home purchase for infill of 11 vacant sites.

B. Project Schedule

Applicant and Partner anticipate project implementation to begin immediately upon receipt of award.

Implementation schedule will follow a general progression:

1. Project Management staff-up or contract procurement.
2. Engineering design, bid package development, bid process, contractor selection. (10 - 18 months)
3. Permitting, Environmental Review, scheduling, mobilization (12 - 18 months)
4. Construction, inspection, punch list (9 - 12 months)
5. New Home placement (as applicable)

Applicant and Partner anticipate project implementation will be largely concentrated in the first three years of the grant period, with completion by the end of year five. Ongoing support to ROCs - technical assistance, training, and compliance will continue for the six-year grant period and beyond.

Applicant and Partner anticipate that each of the projects proposed in the application has completed, at minimum, an initial property conditions evaluation by an engineer. Project planning, staging, and scheduling will be dependent on severity of need, weather, scope, and availability of professionals, contractors, and materials, at the time awards are made. Every effort will be made to achieve economies of scale for projects that are within proximity.

Applicant and Partner anticipate commencement of infrastructure project construction within nine months of grant award.

Applicant will be responsible for regular monitoring, labor compliance oversight, and construction progress meetings to ensure projects are completed on time, within budget, and in full compliance with all PRICE and other funding requirements.

Any changes in the Project Schedules outlined above will be subject to the prior approval of the Applicant/Grantee and Partner.

C. Staffing

Bart Cochran, CEO - responsible for strategic and operational oversight for LEAP Housing staff, programs, expansion, and execution of its mission.

Holly Apsley, ROC Program Manager – manages the LEAP ROC Program and will provide technical assistance and coaching to resident cooperatives as they implement infrastructure improvements.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion

in the form and content prescribed by the Applicant/Grantee. The budget will be subject to HUD to ROC USA. Upon award, ROC USA and the Partner will execute a binding agreement that establishes the scope and related activities, with this document attached. Any amendments to the contract must be approved in writing by both the Applicant/Grantee and the Partner.

V. NON-BINDING NATURE OF THIS AGREEMENT

This Agreement is intended only to express the intentions of the parties to prepare should Applicant be awarded a CDBG-PRICE grant from HUD with the understanding that no party hereto shall be or is legally bound to any other or obligated to reach a binding agreement.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. GOVERNING LAW.

This Agreement is governed by the laws of the State of New Hampshire.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this memorandum of understanding as of the date first written above.

ROC USA LLC

By: 
boxSIGN 5V6H7971-42B3A068

Name: **Nicholas Salerno**

Title: **Chief Operating Officer**

LEAP Charities, Inc.

By: 
boxSIGN 46E2V002-42B3A068

Name: **Bart Cochran**

Title: **CEO**



California Center for Cooperative Development
979 F Street, Suite A, Davis, CA 95616
T: (530) 297-1032 F: (530) 759-9472
Email: coops@cccd.coop Web: www.cccd.coop

May 21, 2024

ROC USA, LLC
6 Loudon Road, Concord, NH 03301

Re: Intent to Participate

This letter is to confirm the mutual intent of both ROC USA and California Center for Cooperative Development (CCCD) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the ROC USA's CDBG-PRICE application.

CCCD, founded in 2007, promotes cooperatives as a vibrant business model to address the economic and social needs of our communities, including a robust program of cooperative housing. Since 2020, CCCD has provided technical assistance to manufactured home communities during the pre-purchase phase to transition into resident-owned communities (ROCs), effectively managing contract prices totaling over \$24 million. CCCD has offered post-purchase assistance to two (2) ROCs and more than 169 homeowners and families, supporting their long-term success to maintain affordability and ownership of these communities.

CCCD will be a subrecipient of funds awarded to ROC USA through the CDBG-PRICE program and will be responsible for the implementation of the activities outlined in the proposal. Together, we will achieve the following:

- Increase the housing supply for low-to-moderate income households.
- Preserve and revitalize resident owned Manufactured Home Communities.
- Increase the resilience of existing and newly created Manufactured Home Communities.
- Promote homeownership and advance resident-controlled sustainable communities.

To achieve this, CCCD will provide local technical assistance, project management (as applicable), and ongoing communication between the ROC and ROC USA.

It is understood that this letter is only an expression of our intent and a binding partner agreement, or other agreement, detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Executive Director
California Center for Cooperative Development



MEMORANDUM OF UNDERSTANDING

BETWEEN ROC USA® LLC

AND

California Center for Cooperative Development

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT entered this 22 day of May 2024 by and between the ROC USA®, LLC (herein called the “Applicant”) and California Center for Cooperative Development (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant and the Partner have a pre-existing contractual relationship outlined in the ROC USA Network, Network Agreement, pursuant to which the Partner is a Certified Technical Assistance Provider (CTAP) in the Applicant’s CTAP Network, providing cooperative governance and MHC operating technical assistance and organizational coaching, and the Applicant pays the Partner to provide technical assistance and organizational coaching as described above, through a CTAP Loan Servicing Agreement, and as a result the Applicant wishes to engage the Partner to assist the Applicant in deploying such funds if awarded;

WHEREAS, further, the Partner and each of the PRICE grant Beneficiaries listed herein have a pre-existing contractual relationship outlined in the Schedule IV ROC USA Certified Technical Assistance Provider Technical Assistance Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a legally binding written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including but not limited to those found in Consolidated Appropriations Act, 2023

(Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE UNDER SUBRECIPIENT AGREEMENT

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as an ongoing condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

- Activity #1 Increase the housing supply for low-to-moderate income households.
- Activity #2 Preserve and revitalize resident owned Manufactured Home Communities.
- Activity #3 Increase the resilience of existing and newly created resident-owned Manufactured Home Communities.
- Activity #4 Promote homeownership and advance resident-controlled sustainable communities.

Services

- Technical Assistance to the ROC Board of Directors and Members, specific to the ROC infrastructure and new home infill projects described below.
- Other technical assistance the ROC Board and Members may need in the fulfillment of the projects funded by their PRICE grant.

Geographic Target Area

- See below for each ROC's location.

Beneficiary & Relation to Services to be provided:

- **Comunidad Nuevo Lago, Inc**, Fresno, CA. To address water and wastewater hookups, as well as address the need of a storm shelter to increase disaster resilience.
- **The Woods Cooperative Association**, Mendocino County, CA. To determine feasibility and scope to preserve on-site rental affordable housing options that is currently a dilapidated lodge.

B. Project Schedule

Applicant and Partner anticipate project implementation to begin immediately upon receipt of award.

Implementation schedule will follow a general progression:

1. Project Management staff-up or contract procurement.

2. Engineering design, bid package development, bid process, contractor selection. (10 - 18 months)
3. Permitting, Environmental Review, scheduling, mobilization (12 - 18 months)
4. Construction, inspection, punch list (9 - 12 months)

Applicant and Partner anticipate project implementation will be largely concentrated in the first three years of the grant period, with completion by the end of year five. Ongoing support to ROCs - technical assistance, training, and compliance will continue for the six-year grant period and beyond.

Applicant and Partner anticipate that each of the projects proposed in the application has completed, at minimum, an initial property conditions evaluation by an engineer. Project planning, staging, and scheduling will be dependent on severity of need, weather, scope, and availability of professionals, contractors, and materials, at the time awards are made. Every effort will be made to achieve economies of scale for projects that are within proximity.

Applicant and Partner anticipate commencement of infrastructure project construction within nine months of grant award.

Applicant will be responsible for regular monitoring, labor compliance oversight, and construction progress meetings to ensure projects are completed on time, within budget, and in full compliance with all PRICE and other funding requirements.

Any changes in the Project Schedules outlined above will be subject to the prior approval of the Applicant/Grantee and Partner.

C. Staffing

E. Kim Coontz, Executive Director – Kim brings more than 30 years of cooperative housing experience to this project. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. The budget will be subject to HUD to ROC USA. Upon award, ROC USA and the Partner will execute a binding agreement that establishes the scope and related activities, with this document attached. Any amendments to the contract must be approved in writing by both the Applicant/Grantee and the Partner.

V. NON-BINDING NATURE OF THIS AGREEMENT

This Agreement is intended only to express the intentions of the parties to prepare should Applicant be awarded a CDBG-PRICE grant from HUD with the understanding that no party hereto shall be or is legally bound to any other or obligated to reach a binding agreement.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. GOVERNING LAW.

This Agreement is governed by the laws of the State of New Hampshire.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this memorandum of understanding as of the date first written above.

ROC USA LLC

By: 
b0b650N 194879714476210W

Name: **Nicholas Salerno**

Title: **Chief Operating Officer**

California Center for Cooperative Development

By: 
b0b650N 429707724419120W

Name: **E. Kim Coontz**

Title: **Executive Director**



May 10, 2024
 ROC USA, LLC
 6 Loudon Road, Concord, NH 03301

Re: Intent to Participate

This letter is to confirm the mutual intent of both ROC USA and NeighborWorks Montana (NWMT) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the ROC USA's CDBG-PRICE application.

NWMT, founded in 1998, provides transformative impact of working hand in hand with communities, local organizations, and dedicated individuals. Since 2010, NWMT has provided technical assistance to manufactured home communities during the pre-purchase phase to transition into resident-owned communities (ROCs), effectively managing contract prices totaling over \$32 million. NWMT has offered post-purchase assistance to twenty-one (21) ROCs and more than 819 homeowners and families, supporting their long-term success in maintaining affordability and ownership of these communities.

NWMT will be a subrecipient of funds awarded to ROC USA through the CDBG-PRICE program and will be responsible for the implementation of the activities outlined in the proposal. Together, we will achieve the following:

- Increase the housing supply for low-to-moderate income households.
- Preserve and revitalize resident owned Manufactured Home Communities.
- Increase the resilience of existing and newly created Manufactured Home Communities.
- Promote homeownership and advance resident-controlled sustainable communities.

To achieve this, NWMT will provide local technical assistance, project management (as applicable), and ongoing communication between the ROC and ROC USA.

It is understood that this letter is only an expression of our intent and a binding partner agreement, or other agreement, detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

DocuSigned by:

Kaia Peterson

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Kaia Peterson
 Executive Director
 NeighborWorks Montana

Together we strengthen our communities by providing education and financing
 that gives every Montanan the opportunity to live in a home where they can thrive.



MEMORANDUM OF UNDERSTANDING

BETWEEN ROC USA® LLC

AND

Montana Homeownership Network dba NeighborWorks Montana

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT entered this 17 day of May 2024 by and between the ROC USA®, LLC (herein called the “Applicant”) and NeighborWorks Montana (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant and the Partner have a pre-existing contractual relationship outlined in the ROC USA Network, Network Agreement¹, executed on December 16, 2020 pursuant to which the Partner is a Certified Technical Assistance Provider (CTAP) in the Applicant’s CTAP Network, providing cooperative governance and MHC operating technical assistance and organizational coaching, and the Applicant pays the Partner to provide technical assistance and organizational coaching as described above, through a CTAP Loan Servicing Agreement², executed on July 23, 2010, and as a result the Applicant wishes to engage the Partner to assist the Applicant in deploying such funds if awarded;

WHEREAS, further, the Partner and each of the PRICE grant Beneficiaries listed herein have a pre-existing contractual relationship outlined in the Schedule IV ROC USA Certified Technical Assistance Provider Technical Assistance Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a legally binding written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing

¹ [NWMT ROCUSA 2021 Network Agreement.pdf](#) | Powered by Box

² [NWMT ROC Capital Original Servicing Agreement 100720.pdf](#) | Powered by Box

any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including but not limited to those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE UNDER SUBRECIPIENT AGREEMENT

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as an ongoing condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

- Activity #1 Increase the housing supply for low-to-moderate income households.
- Activity #2 Preserve and revitalize resident owned Manufactured Home Communities.
- Activity #3 Increase the resilience of existing and newly created resident-owned Manufactured Home Communities.
- Activity #4 Promote homeownership and advance resident-controlled sustainable communities.

Services

- Technical Assistance to the ROC Board of Directors and Members, specific to the ROC infrastructure and new home infill projects described below.
- Other technical assistance the ROC Board and Members may need in the fulfillment of the projects funded by their PRICE grant.

Geographic Target Area

- See below for each ROC's location.

Beneficiary & Relation to Services to be provided:

- **Missouri Meadows Community, Inc., Great Falls, MT.** Missouri Meadows' infrastructure improvements include: a FEMA approved re-design of the parcel to achieve elevation out of the flood zone, new water and sewer service lines, elevation of existing homes (or replacement with new homes as determined) and an addition of twenty (20) new home sites.

B. Project Schedule

Applicant and Partner anticipate project implementation to begin immediately upon receipt of award.

Implementation schedule will follow a general progression:

1. Project Management staff-up or contract procurement.
2. Engineering design, bid package development, bid process, contractor selection. (10 - 18 months)
3. Permitting, Environmental Review, scheduling, mobilization (12 - 18 months)
4. Construction, inspection, punch list (9 - 12 months)
5. New Home placement (TBD)

Applicant and Partner anticipate project implementation will be largely concentrated in the first three years of the grant period, with completion by the end of year five. Ongoing support to ROCs - technical assistance, training, and compliance will continue for the six-year grant period and beyond.

Applicant and Partner anticipate that each of the projects proposed in the application has completed, at minimum, an initial property conditions evaluation by an engineer. Project planning, staging, and scheduling will be dependent on severity of need, weather, scope, and availability of professionals, contractors, and materials, at the time awards are made. Every effort will be made to achieve economies of scale for projects that are within proximity.

Applicant and Partner anticipate commencement of infrastructure project construction within nine months of grant award.

Applicant will be responsible for regular monitoring, labor compliance oversight, and construction progress meetings to ensure projects are completed on time, within budget, and in full compliance with all PRICE and other funding requirements.

Any changes in the Project Schedules outlined above will be subject to the prior approval of the Applicant/Grantee and Partner.

C. Staffing

Danielle Maiden, Cooperative Housing Director, manages the ROC program. This team includes a ROC Acquisition Specialist who manages the process for new potential ROCs and three ROC Program Specialists who support ROCs after resident purchase, including infrastructure and community projects. This team continues to grow and expects to bring on a ROC Post-Purchase Manager and a Program Administrative Assistant next year.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. The budget will be subject to HUD

to ROC USA. Upon award, ROC USA and the Partner will execute a binding agreement that establishes the scope and related activities, with this document attached. Any amendments to the contract must be approved in writing by both the Applicant/Grantee and the Partner.

V. NON-BINDING NATURE OF THIS AGREEMENT

This Agreement is intended only to express the intentions of the parties to prepare should Applicant be awarded a CDBG-PRICE grant from HUD with the understanding that no party hereto shall be or is legally bound to any other or obligated to reach a binding agreement.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. GOVERNING LAW.

This Agreement is governed by the laws of the State of New Hampshire.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this memorandum of understanding as of the date first written above.

ROC USA LLC

By: 
DocuSign 15487971-42392192

Name: **Nicholas Salerno**

Title: **Chief Operating Officer**

NeighborWorks Montana

By: 
DocuSign 15487971-42392192

Name: **Kaia Peterson**

Title: **Executive Director**

**THISTLE**

6000 Spine Rd. #101 | Boulder, CO 80301

P 303.443.0007 • F 303.443.0098

www.thistle.us



May 10, 2024

ROC USA, LLC

6 Loudon Road, Concord, NH 03301

Re: Intent to Participate

This letter is to confirm the mutual intent of both ROC USA and Thistle to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the ROC USA's CDBG-PRICE application.

Thistle Community Housing founded in 1985, develops, manages, and preserves quality, permanently affordable rental and homeownership opportunities in Colorado, with over \$45 million in preserved and enhanced community assets. In 2017, Thistle ROC, LLC was incorporated and has provided technical assistance to manufactured home communities during the pre-purchase phase to transition into resident-owned communities (ROCs), effectively managing contract prices totaling over \$40 million. Thistle ROC, LLC has offered post-purchase assistance to nine (9) ROCs and more than 450 homeowners, supporting their long-term success to maintain affordability and ownership of these communities.

Thistle ROC, LLC will be a subrecipient of funds awarded to ROC USA through the CDBG-PRICE program and will be responsible for the implementation of the activities outlined in the proposal. Together, we will achieve the following:

- Increase the housing supply for low-to-moderate income households.
- Preserve and revitalize resident owned Manufactured Home Communities.
- Increase the resilience of existing and newly created Manufactured Home Communities.
- Promote homeownership and advance resident-controlled sustainable communities.

To achieve this, Thistle ROC, LLC will provide local technical assistance, project management (as applicable), and ongoing communication between the ROC and ROC USA.

It is understood that this letter is only an expression of our intent and a binding partner agreement, or other agreement, detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.



THISTLE

6000 Spine Rd. #101 | Boulder, CO 80301
P 303.443.0007 • F 303.443.0098
www.thistle.us



DocuSigned by:

Paul D'Angelo 5/13/2024

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Paul D'Angelo

CEO

Thistle Community Housing

Draft for Public Comment



MEMORANDUM OF UNDERSTANDING

BETWEEN ROC USA® LLC

AND

Thistle Communities, Inc.

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT entered this 22 day of May 2024 by and between the ROC USA®, LLC (herein called the “Applicant”) and Thistle Communities, Inc. (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant and the Partner have a pre-existing contractual relationship outlined in the ROC USA Network, Network Agreement¹, executed on January 17, 2022 pursuant to which the Partner is a Certified Technical Assistance Provider (CTAP) in the Applicant’s CTAP Network, providing cooperative governance and MHC operating technical assistance and organizational coaching, and the Applicant pays the Partner to provide technical assistance and organizational coaching as described above, through a CTAP Loan Servicing Agreement², executed on December 30, 2021, and as a result the Applicant wishes to engage the Partner to assist the Applicant in deploying such funds if awarded;

WHEREAS, further, the Partner and each of the PRICE grant Beneficiaries listed herein have a pre-existing contractual relationship outlined in the Schedule IV ROC USA Certified Technical Assistance Provider Technical Assistance Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a legally binding written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing

¹ [Thistle ROC Network Agreement 2022 Executed.pdf | Powered by Box](#)

² [THISTLE CTAP Loan Servicing Agmt. Amend #4 \(12-30-2021 Cooperativa Nueva Union\).pdf | Powered by Box](#)

any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including but not limited to those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE UNDER SUBRECIPIENT AGREEMENT

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as an ongoing condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

- Activity #1 Increase the housing supply for low-to-moderate income households.
- Activity #2 Preserve and revitalize resident owned Manufactured Home Communities.
- Activity #3 Increase the resilience of existing and newly created resident-owned Manufactured Home Communities.
- Activity #4 Promote homeownership and advance resident-controlled sustainable communities.

Services

- Technical Assistance to the ROC Board of Directors and Members, specific to the ROC infrastructure and new home infill projects described below.
- Other technical assistance the ROC Board and Members may need in the fulfillment of the projects funded by their PRICE grant.

Geographic Target Area

- See below for each ROC's location.

Beneficiary & Relation to Services to be provided:

- **Animas View MHP Co-op, Durango, CO.** – Infrastructure projects to be completed include water and sewer line repairs, retaining wall repairs, construction/repair/reconfiguration of parking, paving and sidewalks upon completion of underground infrastructure detailed above, and duplex full remodel.
- **Cooperative Nueva, Leadville, CO** - Infrastructure projects to be completed include addressing zoning violations; sewage and water system replacement; road repairs upon completion of underground infrastructure detailed above; storm sewer drainage and erosion control and, repair retaining walls.

- **Golden Hills Community Cooperative, Golden, CO** - Infrastructure projects to be completed include sanitary sewer system replacement; upgrade existing gas system; and, office building rehabilitation.
- **La Luna Community Cooperative, Lafayette, CO** - Infrastructure projects to be completed; watermain repair, storm sewer updates, gas maintenance, flatwork (concrete ribbon gutter, driveway aprons), and high wind-tree risk mitigation.
- **LMP Cooperative, Longmont, CO** - Infrastructure projects to be completed include water distribution system and sanitary sewer system replacement and maintenance, electrical panel upgrades, invasive and high wind-tree risk mitigation, and decommission and disposal of a condemned home and subsequent infill.
- **Paradise Village Cooperative, Johnstown, CO** - Infrastructure projects to be completed include drainage and stormwater mitigation upgrades, electrical upgrades, water and sewer system improvements, and road work.
- **Rivermaze Coop, Canyon City, CO**. Infrastructure projects to be completed include water and sanitary sewer distribution system upgrades and repairs, including hook up to city and county sewer lines on the Popular St. side, electrical panel upgrades, roadway, and stormwater drainage mitigation, as well as invasive and high wind-tree risk mitigation. Office and rental home repair.
- **Rocky Mountain Homeowners Cooperative, Canyon City, CO** - Infrastructure projects to be completed include water service line replacements, maintenance, roadway, stormwater drainage and mitigation, and high wind-tree risk mitigation. Site preparation, foundation construction, and infill of seven (7) new manufactured homes.
- **Sans Souci Community Cooperative, Boulder, CO** - Infrastructure projects to be completed include water distribution system and sanitary sewer system replacement and upgrade, installation of water plant generator.

B. Project Schedule

Applicant and Partner anticipate project implementation to begin immediately upon receipt of award.

Implementation schedule will follow a general progression:

1. Project Management staff-up or contract procurement.
2. Engineering design, bid package development, bid process, contractor selection. (10 - 18 months)
3. Permitting, Environmental Review, scheduling, mobilization (12 - 18 months)
4. Construction, inspection, punch list (9 - 12 months)

Applicant and Partner anticipate project implementation will be largely concentrated in the first three years of the grant period, with completion by the end of year five. Ongoing support to ROCs - technical assistance, training, and compliance will continue for the six-year grant period and beyond.

Applicant and Partner anticipate that each of the projects proposed in the application has completed, at minimum, an initial property conditions evaluation by an engineer. Project planning, staging, and scheduling will be dependent on severity of need, weather, scope, and availability of

professionals, contractors, and materials, at the time awards are made. Every effort will be made to achieve economies of scale for projects that are within proximity.

Applicant and Partner anticipate commencement of infrastructure project construction within nine months of grant award.

Applicant will be responsible for regular monitoring, labor compliance oversight, and construction progress meetings to ensure projects are completed on time, within budget, and in full compliance with all PRICE and other funding requirements.

Any changes in the Project Schedules outlined above will be subject to the prior approval of the Applicant/Grantee and Partner.

C. Staffing

Paul D'Angelo, Executive Director, provides oversight of Thistle Communities, including the Resident Owned Community (ROC), Community Land Trust, and Rental programs. Thistle has a statewide team working across resident ownership, property management, shared-equity stewardship, resident services, and housing education and counseling.

Tim Townsend, ROC Program Director, three years of experience supporting operations and management at Thistle and more than 12 years managing grants.

Brittany Roy, DOLA ROC Grant Administrator, more than two years of supporting resident ownership and will be overseeing the administration of a large state grant for the next five years.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. The budget will be subject to HUD to ROC USA. Upon award, ROC USA and the Partner will execute a binding agreement that establishes the scope and related activities, with this document attached. Any amendments to the contract must be approved in writing by both the Applicant/Grantee and the Partner.

V. NON-BINDING NATURE OF THIS AGREEMENT

This Agreement is intended only to express the intentions of the parties to prepare should Applicant be awarded a CDBG-PRICE grant from HUD with the understanding that no party hereto shall be or is legally bound to any other or obligated to reach a binding agreement.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. GOVERNING LAW.

This Agreement is governed by the laws of the State of New Hampshire.

VIII. ENTIRE AGREEMENT

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IN WITNESS WHEREOF, the Parties have executed this memorandum of understanding as of the date first written above.

ROC USA LLC

By: 
DocuSign Envelope ID: 0967075-12/ITALY

Name: Nicholas Salerno

Title: Chief Operating Officer

Thistle Communities, Inc.

By: 
DocuSign Envelope ID: 11840995-577PESX

Name: Paul E. D'Angelo

Title: CEO