

# COMMUNITY HOUSING IMACT and PRESERVATION PROGRAM (CHIP) HOME REPAIR/ REHABILITATION APPLICATION

*(Please be sure to answer ALL questions and provide dollar amounts.)*

PRIMARY APPLICANT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_  
 ADDRESS FOR ASSISTANCE: \_\_\_\_\_  
 Would you like to be contacted by E-mail?: **YES** **NO** E-mail Address: \_\_\_\_\_

## HOUSEHOLD MEMBERS *(All persons currently living in the home including children under age 18.)*

	Primary Applicant	Household Member # 2	Household Member # 3	Household Member # 4	Household Member # 5	Household Member #6
Social Sec. Number						
Last Name						
First Name						
Relationship to Applicant	<b>-Self-</b>					
Date of Birth						
Gender						
Disabled (yes or no)						
Race: Amer.Indian/Alasaka Asian, Black/African Amer., Multi, Nat.Hawaiian/Pacific Islander, Other , White						
Ethnicity Hispanic/Latin or not						
Level of Education						
Veteran (yes or no)						
Health Insurance (yes or no)						
Income Source(s)						

## INCOME SOURCES – *(Proof of income must be provided with copies of last 4 pay stubs. Include all benefit letters from SS, child support, pension, unemployment, alimony, etc. for all household members age 18 and over)*

Primary Applicant		Household Member #2	
Employer:		Employer	
Address:		Address	
Occupation:		Occupation	
Employment Start Date:	Monthly Salary: \$	Employment Start Date:	Monthly Salary: \$
Household Member #3		Household Member #4	
Employer		Employer	
Address		Address	
Occupation		Occupation	
Employment Start Date:	Monthly Salary: \$	Employment Start Date:	Monthly Salary: \$
Household Member #5		Household Member #6	
Employer		Employer	
Address		Address	
Occupation		Occupation	
Employment Start Date:	Monthly Salary: \$	Employment Start Date:	Monthly Salary: \$

**OTHER INCOME SOURCES-** *Be sure to answer ALL questions and dollar amounts:*

**Do you receive ADC, OWF, TANF or other public/cash assistance?** YES \_\_\_ NO \_\_\_

If yes, what is the monthly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive Unemployment Benefits?** YES \_\_\_ NO \_\_\_

If yes, what is your weekly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive Social Security?** YES \_\_\_ NO \_\_\_

If yes, what is the monthly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive a Pension?** YES \_\_\_ NO \_\_\_

If yes, what is the monthly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive Child Support?** YES \_\_\_ NO \_\_\_

If yes, what is the monthly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive Alimony?** YES \_\_\_ NO \_\_\_

If yes, what is the monthly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive Rental Income?** YES \_\_\_ NO \_\_\_

If yes, what is the monthly amount \$ \_\_\_\_\_ Annual Amount \$ \_\_\_\_\_

**Do you receive any other income not listed above?** YES \_\_\_ NO \_\_\_

If yes, Please explain the type of income along with the monthly and annual amounts: \_\_\_\_\_

**Do you own real estate/property(s) other than your primary residence?** YES \_\_\_ NO \_\_\_

If yes, provide the total dollar equity amount of all property(s) \$ \_\_\_\_\_

**Do you live in a single family, mobile home, or multifamily home?** SINGLE \_\_\_ MH \_\_\_ MULTI \_\_\_

**How many bedrooms are in the home?** \_\_\_\_\_

**Do you own, rent or have a land contract?** RENT \_\_\_ OWN \_\_\_ LANDCONTRACT \_\_\_

**MONTHLY HOUSEHOLD EXPENSES** *(Attach a copy of one month's utility bills)*

Type	YES	NO	Monthly \$	Company	Type	YES	NO	Monthly \$	Company
Mortgage/Rent					Gas				
2 <sup>nd</sup> Mortgage					Electric				
Property Tax					Water/Sewer				
Home Insurance					Trash				

**WSOS Office Use Only:** Total Monthly income \$ \_\_\_\_\_ Total Monthly Expenses \$ \_\_\_\_\_ Housing Cost % \_\_\_\_\_

**INSURANCE INFORMATION** *(Attach a copy of your declaration page)*

Amount of Insurance on Home	\$ _____	Insurance Agent	_____
Insurance Agent's Phone No.	_____	Address	_____

**MORTGAGE INFORMATION** *(Primary Residence)*

First Mortgage		Second Mortgage	
Mortgage Lender	_____	Mortgage Lender	_____
Original Amount	\$ _____	Original Amount	\$ _____
Balance Owed	\$ _____	Balance Owed	\$ _____
Monthly Payment	\$ _____	Monthly Payment	\$ _____

**AREAS IN NEED OF REPAIR**

	YES	NO		YES	NO
Electric			Walls/Foundation		
Heating			Windows/Doors		
Plumbing			Floors		
Roof			Other		

**ASSETS/INTEREST INCOME:** List ALL Accounts/assets for all household members age 18 & over; See pg. 4

Type of Account	Bank/ Institution	Amount	Household Member
Checking 1			
Checking 2			
Checking 3			
Savings 1			
Savings 2			
Savings 3			
Certificate of Deposit			
Cash Value of a Life Insurance			
IRA			
Money Market			
Retirement			
Other			

**Have you disposed of more than \$1000 in Assets in the past 2- years (24 months)?**

(For a list of inclusions and exclusions see the back of this page)

YES \_\_\_\_\_ NO \_\_\_\_\_

**Are you or any other household member(s) related to an employee, agent, consultant, officer, elected official, or an appointed official of the city/ county in which you are applying for assistance?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please give their name, title, and employer: \_\_\_\_\_

Pursuant to 24 CFR 570.489 (h)

*I hereby certify that the information provided in this application is true and complete to the best of my knowledge. I hereby give the Putnam County Commissioners office permission to verify all information contained in this application.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

Return application to:  
**Putnam County Commissioners**  
 245 E Main St.  
 Ste. 101  
 Ottawa, OH 45875

**Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.**

**Exhibit 3.8 – Part 5 Annual Income Net Family Asset Inclusions and Exclusions**

Inclusions	Exclusions
<ol style="list-style-type: none"> <li>1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.</li> <li>2. Cash value of revocable trusts available to the applicant.</li> <li>3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.</li> <li>4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.</li> <li>5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).</li> <li>6. Retirement and pension funds.</li> <li>7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).</li> <li>8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.</li> <li>9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.</li> <li>10. Mortgages or deeds of trust held by an applicant.</li> </ol>	<ol style="list-style-type: none"> <li>1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.</li> <li>2. Interest in Indian trust lands.</li> <li>3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.</li> <li>4. Equity in cooperatives in which the family lives.</li> <li>5. Assets not accessible to and that provide no income for the applicant.</li> <li>6. Term life insurance policies (i.e., where there is no cash value).</li> <li>7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.</li> </ol>

**Last Modified: January 2005**

**COMMUNITY HOUSING IMPROVEMENT PROGRAM  
APPLICATION ADDENDUM**

**PROPERTY OWNER(S) SERVICE AGREEMENT**

I have applied for housing repair/rehabilitation/purchase services through the Community Housing Improvement Program (CHIP). If I am eligible to receive these services, I understand that the CHIP Program will be inspecting my property, providing technical assistance as necessary, providing loan/grant documentation, and will be monitoring the repair, rehabilitation, or purchase of the property which is located at \_\_\_\_\_.

(Owner to fill in property address)

**Owner Responsibilities**

I understand that even though the CHIP Program is providing the financial assistance in the form of a loan or grant, it is my responsibility to approve specifications, select the contractors for bidding (contractors and bids are subject to program approval), sign the construction contract and loan documents, and approve change orders and payment requests. I further understand that all funds will be held by the State of Ohio, Office of Housing and Community Partnerships, until such time as those funds are requested to make payment. Disbursement will be subject to my and the CHIP Program's authorization.

I acknowledge that I have been advised that I should inspect the work as frequently as possible, and discuss with the contractor and/or CHIP Program personnel any difficulties or concerns I may have observed. I understand that once materials are in place, cost of repair or replacement is substantial; therefore, it is imperative that I contact both the contractor and/or the CHIP Program representative regarding my concerns prior to the completion of the work in question.

**Occupant Protection and Temporary Relocation During Lead Hazard Reduction**

In most jobs that require lead hazard reduction, CHIP requires appropriate actions to be taken to protect occupants from lead-based paint hazards if the units will not be vacant during the rehabilitation project. In those cases, occupants may not enter the worksite during the lead hazard reduction activities. Re-entry is permitted only after such activities are completed and the unit has passed a lead clearance examination. Occupants of the unit do not have to be relocated if:

- rehabilitation work will not disturb lead-based paint or create lead-contaminated dust;
  - hazard reduction activities can be completed within one 8-hour daytime period and the worksite is contained to prevent safety, health or environmental hazards;
  - exterior-only work is being performed where windows, doors, ventilation intakes and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward, allowing for a lead-free entry to be maintained;
  - hazard reduction activities will be completed within five (5) calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and
  - occupants are not permitted into the worksites until after clearance has been achieved.
- If occupied units are to undergo more extensive lead hazard reduction activities, the occupants must

be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. The owners are responsible for carefully packing all breakables; removing all clothing from closets, etc. During the hazard reduction work, only workers trained in lead hazard reduction may enter the worksite. **This means that owners are not permitted to return to the worksite during the day or at night.** If you have special needs to re-enter the site, please contact your rehabilitation specialist. Only when the unit has been cleaned to the federally-mandated standards and passed a lead clearance examination is it safe and permissible to return to your home. The rehabilitation specialist will notify you with an "Authorization for Re-Occupancy". Sometimes the jobs are completed in stages, with the lead hazard reduction work occurring first and the normal renovation work following. In these cases, interim dust lead clearance must be obtained prior to re-occupancy by the owners and other non-lead-related rehabilitation workers. Final lead dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards. (Note: HUD has advised that relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work.)

### **CHIP Program Responsibility**

- A. I understand that the CHIP Program will make no charge for technical products like the work write-up, loan documents, etc., but I may be required to pay charges normally associated with borrowing, such as interest, service charges, title costs, and recording fees required by the program.
- B. I understand that the CHIP Program provides work-in-progress inspections for the community's protection. However, these services are not a guarantee of any type, do not make the CHIP program responsible for the quality of work, or responsible for any contractor or worker's performance.
- C. I understand that the staff of the CHIP Program cannot be personally available for all inspections of each segment of the work performed on the construction site and that CHIP, its employees, members, officers, and directors will reasonably rely on the competence and skill of each individual contractor as is normal in the course of such business negotiations, transactions, and execution of the contract.

### **CHIP Program Emergency Authority**

I authorize the staff of the CHIP Program to issue emergency orders and/or instructions (i.e. change orders) in the event that the Rehabilitation Specialist is available to observe the work in progress and can anticipate that without authority to issue such instructions, work will be done which will substantially alter the intentions of the program or homeowner, injure the property or violate the specifications of the executed contract.

Upon the issuance of such orders and/or instructions (i.e. change orders), the CHIP Rehabilitation Specialist will contact both the homeowner and the general contractor or subcontractor most directly responsible for the work in question as quickly as possible, and all parties will examine and approve, or re-negotiate the work in question before the job proceeds.

### **General Provisions**

- A. I further agree to hold harmless and indemnify the CHIP Program, its employees, members, officers, and directors, in connection with acts performed by them which would reasonably be associated with consultation, technical advice, financial counseling, loan processing, property inspections, and other related activities.
- B. I authorize the staff of the CHIP Program to obtain or provide specific reports, such as property title and tax searches, building code inspection reports, property appraisals, repair specifications, cost estimates, contractor bids (and such other reports which said staff deems necessary to perform its functions).
- C. Whenever the pronouns "I", "my", "we", are used in this agreement they shall mean "we", "our", and "us" respectively, if more than one owner signs below.

Owner Signature

Owner Signature

Date

**VERIFICATION OF EMPLOYMENT**

The applicant identified below has applied for housing assistance through the \_\_\_\_\_ Regulations require that we verify employment income. The individual has authorized your release of the requested information below. It will remain confidential and be used for the purpose of determining the individual's eligibility for the program. We appreciate your prompt response. Please return the completed form to Ashley Siefker, CHIP Coordinator, 245 E. Main Street, Ottawa, Ohio 45875. Thank you.

**PART I APPLICANT INFORMATION (To be completed by applicant)**

Name of Applicant \_\_\_\_\_ SSN: \_\_\_\_\_  
Address of Applicant \_\_\_\_\_

**PART II EMPLOYER INFORMATION (To be completed by applicant)**

Name of Employer \_\_\_\_\_  
Address of Employer \_\_\_\_\_

I hereby give permission for the information requested herein to be provided.

\_\_\_\_\_  
Applicant Signature Date

**PART III EMPLOYMENT INFORMATION (To be completed by employer)**

1. Date of Employment \_\_\_\_\_
2. Position \_\_\_\_\_
3. Probability of Continued Employment \_\_\_\_\_
4. If overtime or bonus is applicable, is its continuance likely? Overtime  yes  no  
Bonus  yes  no

5. Base Pay \$ \_\_\_\_\_ annual \$ \_\_\_\_\_ monthly  
\$ \_\_\_\_\_ hourly \$ \_\_\_\_\_ weekly

6. Earning Type	Year to Date as of _____	Past Year
Base pay	\$ _____	\$ _____
Overtime	\$ _____	\$ _____
Commissions	\$ _____	\$ _____
Bonus	\$ _____	\$ _____

7. Do you anticipate a change in salary in next 12 months? Yes  No

If yes: Revised Rate \$ \_\_\_\_\_ Effective Date \_\_\_\_\_

8. Number of hours per week employee normally works \_\_\_\_\_

9. Additional Comments (lay-off periods etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed By: Name \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_



# Income Self-Declaration Form

(Please sign in front of a Notary)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby state the total income of all persons in the household living at the above address is as follows:

Household income for the past 12 months has been: \_\_\_\_\_

Household income for the past three months has been: \_\_\_\_\_

Household income for the current month has been: \_\_\_\_\_

Self Declaration is for: Applicant: \_\_\_\_\_ Household member 18 or Older \_\_\_\_\_

Our household has been supported by the following with in the last 12 months:

Client Name	Age	Income Source	Effective Date	Expiration Date

### ZERO INCOME STATEMENT

If Income is or was Zero or if your only income is/was Utility Assistance, please briefly explain how your household (all members 18 years of age or older) was maintained for the past 12 months:

Housing: \_\_\_\_\_

Have you applied for assistance: Yes \_\_\_ No \_\_\_ If No, Why \_\_\_\_\_

Food: \_\_\_\_\_

Have you applied for assistance: Yes \_\_\_ No \_\_\_ If No, Why \_\_\_\_\_

Medical: \_\_\_\_\_

Have you applied for assistance: Yes \_\_\_ No \_\_\_ If No, Why \_\_\_\_\_

Utility: \_\_\_\_\_

Have you applied for assistance: Yes \_\_\_ No \_\_\_ If No, Why \_\_\_\_\_

Other: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn to before me and subscribed in my presence the \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_, in the County of \_\_\_\_\_, State of Ohio.

\_\_\_\_\_  
Notary

SEAL

# COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

*Thank you for your expressed interest in the Community Housing Impact and Preservation Program (CHIP).*

**INSTRUCTIONS:** In an effort to **speed up your application process**, provide **all the required documents** listed below as soon as you can. Before you mail in or deliver your application package, **check** the list below to ensure you have signed everything and provided all the documents you need to provide. The **number one** reason applicants experience a **delay** in receiving assistance is **missing documents!**

**ALL ITEMS LISTED ON THIS 2-SIDED CHECKLIST MUST BE RECEIVED BY PUTNAM COUNTY COMMISSIONERS PRIOR TO DETERMINING ELIGIBILITY.**

DOCUMENT	INSTRUCTIONS
<input type="checkbox"/> Printed Application	<b>Complete all pages.</b> <b>Include all pages and don't forget to sign and date Pages 3, 4, 5, and 6</b> ➤ Sign the Dispute Resolution and Conflict Management Policy
<input type="checkbox"/> Most recent Electric Bill	➤ Your bill should show your name, address and usage summary. Please include all pages of your bill, even blank ones.
<input type="checkbox"/> Most recent Natural Gas/Propane /Fuel Oil/Wood/Etc. Bill (Heating Expense)	➤ Your bill should show your name, address and usage summary. Please include all pages of your bill, even blank ones.
<input type="checkbox"/> Copy of the <b>Deed</b> to your <b>House</b>	➤ Provide a copy of the Deed to your home. If you do not have a copy, you may obtain one from your local county recorder's office.
<input type="checkbox"/> Proof of payment for most recent Real Estate Taxes	➤ This can be obtained in the County Treasurer's office if you do not have record.
<input type="checkbox"/> Pay History (FOR ALL HOUSEHOLD WAGE EARNERS OVER THE AGE OF 18)	➤ Provide either pay-stubs or a pay history from all employers for the last 90 days. <b>Please DO NOT send your year-end tax statement as we cannot use this.</b>
<input type="checkbox"/> Proof of Public Assistance	➤ Request a printout from your caseworker.
<input type="checkbox"/> Child Support Payment History for each case	➤ Provide a copy of your child support payment history for the last 90 days. You may obtain this from your local Child Support Enforcement Agency or online at <a href="http://jfs.ohio.gov/Ocs/CustServWebPortalWelcome2.stm">http://jfs.ohio.gov/Ocs/CustServWebPortalWelcome2.stm</a>
<input type="checkbox"/> Verification of Assets	➤ Provide a copy of your most recent bank statements for the past 2 months.
<input type="checkbox"/> Proof of Social Security Benefit award for the current year	➤ Provide a copy of the benefit award letter for the current year. If you do not have a copy of the benefit award letter you may obtain one online at <a href="https://secure.ssa.gov/mySSA/start">https://secure.ssa.gov/mySSA/start</a> or call the national toll-free number 1-800-772-1213 and request a copy. <b>Please DO NOT send your year-end tax statement as we cannot use this.</b>
<input type="checkbox"/> Unemployment Payment History	➤ Provide the last 90 days Unemployment pay history. If you do not have a copy of this, you may obtain it online at <a href="https://unemployment.cmt.ohio.gov/cmtview/forwardlogin.jsp">https://unemployment.cmt.ohio.gov/cmtview/forwardlogin.jsp</a>
<input type="checkbox"/> Company Pension	➤ Provide a copy of the pension statement letter for the current year, <b>or</b> copies of your last 90 days pension check stubs showing the gross amount. <b>Please DO NOT send your year-end tax statement as we cannot use this.</b>
<input type="checkbox"/> VA Pension	➤ Provide a copy of the pension statement letter for the current year, <b>or</b> copies of your last 90 days pension check stubs showing the gross amount. <b>Please DO NOT send your year-end tax statement as we cannot use this.</b>
<input type="checkbox"/> Self-Declaration Form	➤ Complete this form for all household members who did not have income during the last 90 days <b>or</b> for those who had a lapse in income. This form <b>MUST</b> be signed and notarized.
<input type="checkbox"/> Worker's Compensation	➤ Copies of your last 90 days pay history or check stubs <b>Please DO NOT send your year-end tax statement as we cannot use this.</b>
<input type="checkbox"/> Self-Employment	➤ Provide a certified copy of your taxes including the schedule C for the past 2 years.

<input type="checkbox"/> Copy of your mortgage statement	<ul style="list-style-type: none"> <li>➤ Provide a copy of your monthly mortgage statement. If you do not have a monthly statement you will need to get a print out from your bank showing your monthly amount.</li> <li>➤ We need a statement for each mortgage that you have. i.e. 1<sup>st</sup> mortgage, 2nd mortgage, etc.</li> </ul>
<input type="checkbox"/> Proof of Homeowners Insurance	<ul style="list-style-type: none"> <li>➤ A copy of your current Homeowners Insurance Declaration page.</li> </ul>
<input type="checkbox"/> Other	

All information must be provided to Putnam County Commissioners to be able to determine program eligibility.

\*\*All income eligible applications are then assigned priority points based off of the following (not in order or ranking of point):

- Income Below 50% median
- Handicapped/Disabled
- Household on fixed income
- Housing cost burden greater than 30% of monthly income
- Presence of child with Elevated Blood Level

All income eligible applicants are then placed on the waiting list in order of their priority points.

If you have questions please contact **Ashley Siefker in the Putnam County Commissioners Office** at **419-523-3656** or write to:

**PUTNAM COUNTY COMMISSIONERS  
ATTN: ASHLEY SIEFKER  
245 E. MAIN ST STE. 101  
OTTAWA, OH 45875**

**Attachment to Housing Assistance Application**  
**TERMS AND CONDITIONS FOR OWNERS ACCEPTING HOUSING ASSISTANCE**

These are the terms and conditions which you as Owner(s) must agree to in order to receive housing rehabilitation assistance. These terms and conditions will become a part of your Agreement for a loan/grant which finances the improvements to your house.

As Applicant, I (we) agree to:

1. Inspection. I will allow inspection of the property by the housing staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are bidding on the proposed rehabilitation work. Inspections will be made before, during and after completion of the rehabilitation work. All inspections will be made by appointment arranged in advance.
2. Competitive Bidding. I will permit the housing to seek competitive bids from qualified contractors for all the rehabilitation work. Bids will be requested according to procedures established by the housing staff and in accordance with applicable federal, state and local laws.
3. Agreement with Contractor. I agree to enter into a Contract with the lowest and best bidder, normally to the low bidder. I understand that I may reject, in writing the low bidder in favor of the next highest bidder if in my opinion the low bidder does not possess the experience, skill or resources to satisfactorily complete the job, or the ability to proceed in a timely manner, or who has not visited my house, before preparing the bid. I also understand that I may have to pay the difference between the lowest bid and the bid I accept if the housing staff does not approve the next highest or other than low bidder.
4. Side Agreements. I will refrain from making side agreements with the contractor for work not included in my Agreement with the Contractor, or not included in any written Change Orders approved by the housing staff until all work under the Contract is satisfactorily completed. The housing staff assumes no responsibility for the cost or quality of work not covered by the Agreement or approved Change Orders.
5. Conflict of Interest. I will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for rehabilitation assistance. I will not allow any member of the United States Congress or State government, elected official of the Grantee or housing staff employee who exercises any functions or responsibilities in connection with the administration of this Housing Rehabilitation Program to have any interest in or benefit from a rehabilitation loan or grant financed under my Agreement.
6. Non-Discrimination. I will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
7. Maintenance of the Property. I will make every reasonable effort to keep my property in safe, sound and habitable condition following completion of the rehabilitation work.
8. Hazard Insurance and Flood Insurance. I will obtain hazard (fire, property and liability damage) insurance on the property to be rehabilitated in an amount based on its value after rehabilitation. I will obtain flood insurance if my property is located within a flood plain. Such insurance must be maintained throughout the term of the loan and shall carry an endorsement to the Grantee.
9. Loan Subordination. I agree that the property is not available as a source of collateral for future loans when such loans require subordination of the Grantee's loan. The Grantee may subordinate its loan if, in its judgment, it is in the best interests of both the Grantee and the Owner and approved in writing.
10. Loan Repayment. I agree to a mortgage and promissory note, and further agree to all the payment schedules, if any, which are detailed in the Promissory Note. Specific terms governing the loan are contained in the Mortgage, Promissory Note and Truth-in-Lending Statement.
11. Right to Financial Privacy. The Federal Financial Privacy Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the Grantee must inform the rehabilitation client that no financial information will be disclosed or released to another government agency (except the Ohio Department of Development (ODOD) and the U.S. Department of Housing and Urban Development (HUD) which may review the file on a monitoring visit) without the prior written consent of the client. Financial records involving my transaction will be available to ODOD and HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the rehabilitation program must contain a signed Authorization to release Information.

Applicant

Date

Co-Applicant

Da

## FINANCIAL PRIVACY STATEMENT

This is notice to you as required by the Right to Privacy Act of 1978 that the Department of Housing and Urban Development has the right of access to financial records held by any financial institution in connection with the consideration or administration of the program assistance for which you have applied. Financial records involving your transactions will be available to the Department of Housing and Urban Development without further notice of authorization but will not be disclosed or released to another government agency or department without your consent except as required or permitted by law.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-APPLICANT

## FINANCIAL PRIVACY STATEMENT

WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.



**HOME Program Eligibility Release Form**

*Purpose:* Your signature on this HOME Program Eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above –named organization to obtain information from a third party relative to your eligibility and continued participation in the: HOME Homebuyer Program, Home Rental Rehabilitation Program, HOME Homeowner Rehabilitation Program, and the CDBG Home Building Repair Program.

*Privacy Act Notice Statement:* WSOS Community Action Commission, Inc. in conjunction with the Department of Housing and Urban Development (HUD) are requiring the collection of the information derived from this form to determine an applicant’s eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government’s financial interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this information by the National Affordable Housing Act of 1990.

*Instructions:* Each adult member of the household must sign a HOME Program Eligibility Release Form prior to the receipt of benefit.

**NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, “REQUEST FOR A COPY OF TAX FORM” MUST BE PREPARED AND SIGNED SEPARATELY.**

*Information Covered:* Inquires may be made about the following items: Income (All Sources), Assets (All Sources), Child Care Expenses, Handicap Assistance Expense (If Applicable), and Medical Expense (If Applicable)

*Authorization:* I authorize the above-named HOME Participating Jurisdiction and HUD to obtain information about me and my household that is pertinent to eligibility for participation in the HOME Program.

I acknowledge that: (1) A Photocopy of this form is as valid as the original. (2) I have the right to review the file and the information received using this form (with a person of my choosing to accompany me. (3) I have the right to copy information from this file and to request correction of information I believe inaccurate. (4) All adult household members will sign this form and cooperate with the owner in this process.

<b>EVERYONE 18 YEARS OR OLDER, IN THE HOUSEHOLD, MUST SIGN AND DATE THIS FORM</b>	<b>PRINTED NAME, SIGNATURE, &amp; DATE</b>
Head of Household – Signature, Printed Name, and Date:	
Other Adult Member of the Household – Signature, Printed Name, Date:	
Other Adult Member of the Household – Signature, Printed Name, Date:	
Other Adult Member of the Household – Signature, Printed Name, Date:	

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
LEAD HAZARD INFORMATION**

Enclosed with our application package are the following brochures about Lead Hazards:

- EPA LEAD POISONING AND YOUR CHILDREN  
BROCHURE NUMBER EPA 747-K-00-003 10/2000
  
- PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME  
BROCHURE NUMBER EPA 747-K-99-001 5/2003
  
- RENOVATE RIGHT EPA-740-K-10-001 9/2011
  
- LEAD SAFE RENOVATION, REPAIR AND PAINTING  
BROCHURE NUMBER EPA 740-K-11-001 10/2011

**IT'S THE LAW FAIR HOUSING**

Enclosed with our application package is the following brochure about Fair Housing:

- IT'S THE LAW FAIR HOUSING BROCHURE 2/2006

Please sign and return this with your application indicating that we have given you these brochures.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT SIGNATURE

WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.

# Community Housing Improvement Program Dispute Resolution and Conflict Management Policy

## Introduction

To protect the interest of the parties involved with the CHIP, the Ohio Department of Development's Office of Community Development (OCD) established the **Community Housing Improvement Program (CHIP) Dispute Resolution and Conflict Management Policy**.

The policy outlines the responsibilities of the CHIP grantee, CHIP administrator, CHIP homeowners/applicants, contractors responsible for completing CHIP-funded projects, CHIP mediator and CHIP arbitrator.

## Grantee Responsibilities

The grantee is responsible for:

1. distributing the **CHIP Dispute Resolution and Conflict Management Policy** to CHIP administrators for distribution to homeowners/applicants, contractors, mediators and arbitrators;
2. ensuring the program administrator responds to a homeowner's/applicant's initial written dispute, in writing, within 15 working days of the date a written dispute is submitted by a homeowner/applicant;
3. helping to resolve disputes prior to the submission of the dispute to mediation or arbitration;
4. ensuring the program administrator contacts a mediator or arbitrator if a homeowner/applicant submits a written statement that the administrator's response is not accepted; and
5. developing an alternative written method for communicating with an applicant if the applicant has a disability (e.g., physical, visual, hearing, speech and/or cognitive disability), is functionally illiterate, or has limited English proficiency and requests an accommodation and providing a copy of the written alternative method for communicating with a homeowner/applicant who is disabled to the administrator. For guidance regarding communicating with people with disabilities, visit <http://www.adata.org/adaportal/fact3.pdf>. The cost of providing an accommodation to persons with a disability is the responsibility of the grantee.

## Administrator Responsibilities

The administrator is responsible for:

1. informing the homeowner/applicant of the dispute resolution policy at the time of application submission;
2. attempting to identify homeowners/applicants who are disabled and working with those persons to ensure a complete understanding of the **CHIP Dispute Resolution and Conflict Management Policy**;

NOTE:

- a. Each step of the procedure must be explained verbally to the homeowner/applicant.
  - b. Signatures of the homeowner(s)/applicant(s) on the **CHIP Dispute Resolution and Conflict Management Policy** must be acquired to acknowledge acceptance and understanding.
  - c. If the homeowner's/applicant's project is accepted to receive assistance, a clause shall be incorporated in the contract referring to the **CHIP Dispute Resolution and Conflict Management Policy**.
3. providing a letter explaining the criteria that was used to determine that a homeowner's/applicant's project was deemed ineligible (i.e., income or rehabilitation exceeds limitations, ownership concerns, etc.), if such a decision was made;
  4. immediately attempting to resolve issues that may arise to prevent submission of a written dispute;



5. responding, in writing, within 15 working days of the submission date of a written dispute by a homeowner/applicant. If the dispute is a result of the homeowner/applicant being denied assistance, the response must include a reference to the policy which deemed the project ineligible.
6. deciding if a dispute will be submitted to mediation or arbitration\*, if, within 15 working days, the homeowner/applicant replies to the administrator's statement, indicating the administrator's response is not acceptable;
7. informing the grantee of any dispute the program administrator fails to resolve and the next step to resolution;
8. helping to resolve disputes with a review committee prior to submitting a dispute to mediation or arbitration;
9. identifying a mediator and submitting a dispute to mediation with the assistance of the Ohio Mediation Association or identifying an arbitrator and submitting a dispute to arbitration with the American Arbitration Association (AAA), if necessary.

\* If an administrator is unsuccessful in resolving a homeowner's/applicant's written dispute, the administrator may: submit the dispute directly to an arbitrator (see arbitrator contact information below); or submit the dispute to a mediator (see mediator contact information below). Note: Any dispute not resolved through mediation must be submitted to an arbitrator.

### **Homeowner/Applicant Responsibilities**

The applicant/homeowner is responsible for:

1. indicating, if applicable, a disability to the administrator (e.g., physical, visual, hearing, speech and/or cognitive disability), and requesting special assistance to fully comprehend the **CHIP Dispute Resolution and Conflict Management Policy**;
2. understanding the program policies, which the administrator must follow regarding applicant and project eligibility;
3. acknowledging receipt, acceptance and understanding of the **CHIP Dispute Resolution and Conflict Management Policy** by executing a copy of the policy when submitting an application;
4. reviewing any decisions made by the administrator and sent to the homeowner/applicant regarding the project's eligibility, and, if appropriate, submitting a written appeal to the administrator, within 15 working days of the decision date;  
Note: For projects deemed ineligible, after an appeal is submitted and the decision is re-reviewed, the dispute resolution process will cease at this point and no mediation or arbitration rights will exist.
5. communicating with the contractor directly and immediately when a discrepancy occurs;  
Note: If the applicant is not satisfied with the workmanship, an attempt at a resolution must be made before the work progresses.
6. communicating with the administrator immediately when the discrepancy is not resolved between the contractor and the homeowner/applicant;
7. submitting a written dispute to the administrator, on the **Dispute Resolution Form** provided, when the discrepancy is not resolved after the contractor and the administrator have been contacted;
8. providing a good faith effort in working with the contractor and administrator to resolve the dispute and prevent mediation or arbitration submission;
9. providing a statement, in writing to the administrator, either accepting or not accepting the administrator's written response within 15 working days of the administrator's response date; and
10. understanding the signature and date on the certification of completion verifies satisfaction of the contractor's workmanship and validates final payment.  
Note: No complaints, regarding workmanship, will be accepted after that date except for failed items covered under the warranties, which should be handled by contacting the contractor directly, in writing, detailing all warranty items that need addressed, within 12 months of work completion. The grantee and program administrator have no obligation to assist with warranty work issues.

**Contractor Responsibilities**

The contractor is responsible for:

1. acknowledging the receipt of the **CHIP Dispute Resolution and Conflict Management Policy** and acknowledging acceptance and understanding of the policy by signing the policy upon contract execution;
2. providing a good faith effort to resolve any issues that may arise during the project;
3. communicating with the homeowner/applicant directly, when a discrepancy occurs;
4. communicating with the administrator, if a discrepancy is not resolved between the homeowner/applicant and the contractor;
5. submitting a written dispute, on the **Dispute Resolution Form** to the administrator, if the discrepancy is not resolved after the applicant and the administrator have been contacted; and
6. providing a statement, in writing, either accepting or not accepting the administrator's response to the submitted **Dispute Resolution Form** within 15 working days of the administrator's response date.

**Mediator Responsibilities**

If the dispute cannot be resolved through negotiations with all parties and the grantee chooses, the dispute may be submitted to mediation. The mediator is responsible for assisting the parties, impartially, in reaching an agreement on the disputed matter within 30 days of receiving the dispute.

The grantee may use the assistance of, but are not limited to, the Ohio Mediation Association to identify a mediator. The Ohio Mediation Association can be reached at P.O. Box 473 Columbus, Ohio, 43216, and can be contacted by telephone at (614) 321-7922, and by e-mail at <http://mediateohio.org>.

If the dispute cannot be resolved through negotiations with all parties or through the optional mediation process, the dispute **must** be submitted to arbitration. The arbitrator is responsible for providing a resolution to the dispute submitted by the applicant within 60 days of receiving the dispute.

Arbitration may be conducted by the American Arbitration Association (AAA). AAA is located at 250 East Fifth Street, Suite 330, Cincinnati, Ohio 45202-4173 and can be contacted by telephone at (513) 241-8434 or by fax at (513) 241-8437. For more information regarding AAA, visit <http://www.adr.org/>.

***The arbitrator's decision is final and binding. No dispute or argument will be considered after this process is complete.***

***We hereby acknowledge receipt of this copy of the Community Housing Improvement Program (CHIP) Dispute Resolution and Conflict Management Policy. We understand and accept the outlined process for any and all disputes that may result from our involvement with the CHIP.***

\_\_\_\_\_  
Homeowner Signature Date

\_\_\_\_\_  
Homeowner Signature Date

\_\_\_\_\_  
Contractor Signature (required at contract execution only) Date

**Dispute Resolution Form**

Please describe the order of events regarding the dispute and, if necessary, provide the line item the disputed item directly relates to on the scope of work. The CHIP administrator will contact you with a response within 15 working days of filing.

[Lined area for text entry]

Signature(s) of Complainant(s)

Date Filed