

**CITY OF GARDNER
COMMUNITY DEVELOPMENT BLOCK GRANT
HOUSING REHABILITATION PROGRAM APPLICATION**
www.gardner-ma.gov

Owner(s): _____

Property Address: _____

City/Town & Zip: _____

Mailing Address: (if different) _____

City/Town & Zip: _____

Phone: Home: _____

Business: _____

Employment: Name: _____

Address: _____

******* If you owe Water/Sewer or Property Tax Bills your application will be denied. *******

PLEASE SUBMIT THE FOLLOWING DOCUMENTS WITH YOUR COMPLETED APPLICATION:

- Copy of most recent tax return
- Copy of paid tax and water bill
- Copy of house insurance certificate
- Copy of deed to the property
- Copy of pay stubs from the previous eight (8) weeks or Annual Benefits Statement
- Copy of tenant rent checks or receipts for previous three months or copy of current lease (if property has rental units)

Do Not Write Below This Line.

For Office Use Only

Application Rec'd By: _____ Case No. : _____ Date: _____ Total Units: _____

Census Tract/Block: _____ Female Head of Household: _____ Elderly: _____

Applicant Data: List ALL persons living in the household.

Year House Was Constructed: _____

Number of Bedrooms: _____

Number of Children under 6: _____ Number of Children between 6 and 18: _____

Have you filed a Homestead? Yes No (if yes please include copy)

Is the Property Insured?: Yes No

To your knowledge is there lead paint on your property? Yes No
If yes, explain:

To your knowledge is there any asbestos on your property? Yes No
If yes, explain:

Do you owe any property taxes? Yes No
If yes, explain:

Are there any municipal (water or tax) liens on your property? Yes No
If yes, explain:

Proposed Rehabilitation:

Check items for which requested financial assistance will be used. Please note that all code and health violations on the property must be addressed.

- | | |
|---------------------------|------------------------------|
| _____ Asbestos Removal | _____ Plumbing |
| _____ Chimney | _____ Porches / Steps |
| _____ Electrical | _____ Wall, Ceilings, Floors |
| _____ Energy Conservation | _____ Roof |
| _____ Foundation | _____ Septic |
| _____ Heating / Furnace | _____ Siding |
| _____ Insulation | _____ Water / Well |
| _____ Lead Removal | _____ Windows |
| _____ Painting (exterior) | _____ Other (explain below) |

A Housing Rehab. Inspector must survey the property and approve work to be completed. City code officers will inspect the property to insure compliance in all areas.

The following 2 pages are for landlords only

For each apartment slated for rehab, furnish the name, number of occupants, apartment number, and telephone number of resident and if the tenants are elderly, disabled or handicapped. The listed tenants must complete the Tenant Supplemental Forms to determine their eligibility under Section 8 guidelines. All information will be independently verified.

	Tenant(s) Name	Apt #	# of Occupants	Phone #	Elderly, Disabled, Handicapped
1					
2					
3					
4					
5					

(Use Additional Sheets If Necessary)

Property Data: Provide information for all apartments.

	Apartment 1	Apartment 2	Apartment 3	Apartment 4	Apartment 5
# of Rooms					
# of Bedrooms					
Subsidized (Y/N)					
Present Rent \$\$					
Child under 6 (Y/N)					
Occupied (O) or Vacant (V)					
Utilities Included (list)					

(Use Additional Sheets If Necessary)

List all rental income received from the property for the last 12 months.

Apartment 1 Apartment 2 Apartment 3 Apartment 4 Apartment 5

Total rent collected in past 12 months					
--	--	--	--	--	--

(Use Additional Sheets if Necessary)

If the rent on any unit has changed in the last 18 months, list changes below:

Unit # Old Rent New Rent Term of Rent

Unit #	Old Rent	New Rent	Term of Rent

(Use Additional Sheets if Necessary)

If you evicted a tenant within the last 12 months explain:

*** Note: Falsification of any information provided on this application will result in cancellation of all grant/loan payments already awarded in this program.

DEFERRED LOAN CONDITIONS HOUSING REHABILITATION PROGRAM

A. Contract Rehabilitation:

The applicant agrees to repay the City of Gardner the full amount loaned under this Deferred Loan Agreement should title to the property be transferred or sold within a period of fifteen (15) years from the date of final disbursement from the City for the loan.

B. Landlords who qualify for a Deferred Loan agree to the following:

- To **not** displace existing tenants as a result of the rehabilitation
- To rent, or continue to rent, **only** to limited income tenants (within HUD income guidelines) for a period of fifteen (15) years after completion of the rehabilitation work and to provide evidence of compliance upon request.
- To comply with the terms of the rental agreement regarding rental increases allowable.

C. Non-Discrimination:

The owner agrees to utilize the proceeds of the Deferred Loan in compliance with all requirements imposed by or pursuant to regulations of the Secretary of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964. The owner will also certify to **not** discriminate against any potential renter or purchaser due to race, color, religion, sex, handicap, or national origin in the sale, lease, rental, use, or occupancy of the real property rehabilitated with the assistance of the loan.

D. Application Selection:

Only complete applications, which have all requested documentation, will be processed. Applications will generally be processed on a first-come, first-served basis. The program may, at its sole discretion, invoke a priority ranking system, based on need, to determine the order in which applications are approved. Such a system will be defined in writing, and will be included as an amendment to this document. All loans are contingent upon continued funding.

E. Lead Paint:

- The City of Gardner will process applications for the housing improvement program based on applicant's willingness to comply with the Massachusetts Lead Poisoning Prevention and Control Law.
- The Department of Community Development & Planning will have the applicant's property inspected by a State Certified Lead Inspector. If the applicant's property has previously been deleaded, a Certificate of Compliance will be needed before the application is processed. The Applicant will be asked to sign a temporary Promissory Note to secure the cost of a Lead test, to be filed at the Registry in Worcester.

- By signing below, the Applicant acknowledges that the Community Development & Planning Department has advised the Applicant of the requirement of the Massachusetts Lead Poisoning Prevention and Control Law, Chapter 111, Section 190-199 inclusive of the General Law.
- By signing below, the Applicant attests to understanding that the Law requires the removal of paint or other material, which contain dangerous amounts of lead from any residential premises whenever a child under six (6) years of age resides on the premises, or may reside on the premises. We understand that responsibility for compliance with this Law, if applicable, rests with the owners of the property.
- If the above referenced property may be occupied by a child or children under six (6) years of age, the Applicant agrees to make the required inspections to determine whether or not undesirable levels of lead paint exist in the property and to take the necessary action to remove or cover the offending paint or other material in accordance with the law.
- The Applicant understands that the Community Development & Planning Department is relying on this agreement and the Applicant, jointly and severally agree to indemnify and hold harmless the Community Development & Planning Department, its successors and assigns, from and against, any liability, loss, damage or injury resulting from any failure on our part to comply with the agreement and Law.

F. Subordinate Agreement:

- The Community Development & Planning Department will entertain a property owners request to subordinate a program loan to new financing under the following conditions:
 - The property owner must be in compliance with their loan agreement.
 - The purpose of the new loan must be to refinance an existing senior mortgage, or to finance additional improvements to the residential property, plus reasonable closing costs, and for no other purpose (improvements may be subject to review by the program).
 - The owner may not receive cash from the transaction, nor use the proceeds to pay personal debt.

The program shall not subordinate the program loan to secure debt related to offsite property.

I certify that if approved, I shall utilize the Deferred Loan in compliance with all the preceding requirements and according to the City of Gardner Housing Rehabilitation Program Program Manual adopted January 11, 2001 and as amended (available upon request).

Owners Signature: _____ Date: _____

Owners Signature: _____ Date: _____

ATTACHMENT A

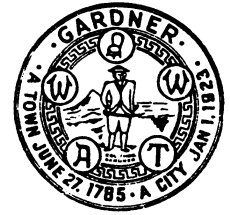
NONDISCRIMINATION AND EQUAL OPPORTUNITY CLAUSE

Owners must abide by all the following stipulations in exchange for financial assistance from the City of Gardner:

- 1. Information** Owners will make themselves available to participate in counseling about federal housing laws and the City's affirmative marketing policies when required.
- 2. Tenant Outreach** The owners must advertise all vacant units in The Gardner News. The owner must guarantee not to discriminate against individuals participating in the subsidy program or individuals eligible for such programs.
- 3. Record Keeping** The owners will be requested to complete a questionnaire aimed at identifying racial, ethnic and gender characteristics of tenants before and after rehabilitation and future tenants as well as data for displaced households if any.
- 4. Monitoring** Owners must complete and submit questionnaires regarding vacancy data and affirmative action efforts. Failure to submit completed questionnaires will trigger inquiries into owner activities.

CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING



C

Case No: _____

HOUSING REHABILITATION INCOME VERIFICATION

SECTION A (To be completed by applicant)

Name: _____

Social Security No: _____

Address: _____

Date of Request: _____

Name of Employer,
AFDC, SSI, etc.: _____

Address: _____

Return Completed Form To:

CDBG Administrator
City of Gardner
Dept. of Community Development and Planning
115 Pleasant Street
Room 202
Gardner, MA 01440

Please Mark "Confidential"

Authorization: I hereby authorize release of information listed below.

Signature

SECTION B (To be completed by Employer **Only**)

Date Hired: _____ Full: _____ Part Time: _____ Any Overtime: _____ (Y or N)

Current Income: \$ _____ per week or
\$ _____ per month or
\$ _____ per year

Additional Compensation: Type: _____
Amount: \$ _____

Dates of Compensation: Beginning: _____
Ending: _____

Comments: _____

Verified By: _____
(Print or Type)

Signature: _____

Date: _____

NOTE: The person identified above has authorized this agency to obtain income verification for confidential use under U. S. Department of Housing and Urban Development Guidelines. Your prompt attention is appreciated.

Housing Rehabilitation Program Questions & Answers

Q. What is the Housing Rehab Program?

A. Each year the City of Gardner allocates part of its Community Development Block Grant (CDBG) award to the Housing Rehab Program. The Program assists eligible property owners repair sanitary code violations in their residential property. The purpose of the Program is to improve living conditions for low and moderate income households, encourage investment in existing housing, and increase the supply of affordable, code compliant housing.

Q. Who is eligible?

A. To receive Program assistance, both property owners and their property must meet eligibility requirements. *For the property to be eligible*, the majority of households in a residential property must meet federal income guidelines. We determine this by surveying the residents and verifying their incomes. The majority of units in a multi-unit building must qualify. Vacant units automatically qualify, provided an eligible household will occupy them after the repairs are completed. The property must be a year round, permanent residence that contains less than 7 dwelling units. The property must be insured. The *property owner(s)* must be current on their municipal taxes and charges, and their mortgage. The owner must agree to be bound by Program regulations and guidelines.

Q. What kind of assistance can I receive?

A. The Program provides staff services and financial assistance to eligible property owners. *Staff services* includes evaluating the conditions of the property, determining the necessary repairs, developing a cost estimate, help soliciting a qualified contractor, providing contract documents, supervising repair work, and managing contractor payments. *Financial assistance* is provided as forgivable loans for approved repairs. Provided the owner faithfully observes the loan conditions, the loan is forgiven at maturity.

Q. How much assistance is available?

A. The program can provide loans up to \$30,000 per dwelling unit for approved repairs. The amount of your loan will depend on the actual contract price and whether you have to contribute to the project costs. The average is \$9,000.

Q. Do I have to repay the loan?

A. Provided the owner observes the conditions of the loan they do not have to repay the loan. If an owner breaches these conditions the owner must repay the loan. The city can take legal action to collect the loan, including foreclosing on the property. If the owner wishes to be released from their loan obligations they may repay the loan before the maturity date.

Q. What are the loan conditions?

A. Currently, all loans are for fifteen (15) years at a 0% interest rate. No loan payment is required unless the owner defaults. Owners execute a loan agreement, promissory note and mortgage for the loan. In return for the loan, owners promise to faithfully perform certain loan conditions. These conditions include keeping the property insured; paying municipal taxes and charges on time; maintaining the property; paying other mortgages on time. In cases where there are rental units on the property, owners must execute and observe the terms of a rent control agreement that limits rent increases, and follow the Fair Housing Laws.

Q. Do I have to pay for anything?

A. There is no fee to apply. Some owners are required to contribute to the cost of repairs based on their income, place of residence, and whether their property contains rental units. This makes the program funds go farther so we can help more people. The owner's match can come from: cash, savings or investments, family or friends, or from personal loans. The owner's match, if any, is due when the owner signs their loan agreement.

Q. What happens if I can't provide my share?

A. Sometimes an owner cannot provide their full match. In that case there are options. The owner and program rep can reduce the amount of work to bring the repairs in under budget. The owner can delay the project until they have their share. Some local banks that are familiar with the Program will loan owners their match

Q. What work is eligible?

A. Only work that repairs violations of the Massachusetts Sanitary Code or that abate lead paint, asbestos or other “hazardous materials,” is eligible for loan assistance. Examples include: improperly wired outlets, broken water heaters, exposed asbestos materials, windows or doors that don’t work properly. Some types of work are not eligible for loan assistance. Generally items classified, as cosmetic work –such as painting or wallpapering, adding rooms or remodeling a kitchen – are ineligible. Loan funds cannot be used for appliances, repairs to non-residential structures, or landscaping.

Q. How long does it take to complete the project?

A. Many factors determine the time it takes to complete a project. Owners must provide their applications, supporting documents and matching funds on time. Tenants must respond to requests for information. Agencies and employers must verify residents’ income claims. Contractors have to schedule the work. If the property has historic features or is listed on the National Register of Historic Places, the historic commission may have to review the proposed repairs.

Q. May I work on my own property?

A. The Program does not allow property owners, their family, or business associates to work on their property as part of the project.

Q. How do I find a contractor?

A. The Program sets standards for contractors who work on projects. Contractors must be properly licensed, insured and be experienced in the work. The Program helps owners solicit contractors. The loan is based on the lowest responsible bid. Owners can choose a more costly qualified bidder if they make up the difference in cost. All projects are private relationships between owners and contractors.

Q. What happens if I’m not satisfied with the work?

A. While work is going on, owners are responsible to observe the contractor and report any improper work. Staff members also visit the site to inspect the work. Both the owner and staff must approve the work before releasing payment to contractors. When the work is completed, contractors provide property owners with a one-year guarantee of workmanship that takes effect at project completion. During the guarantee period, contractors are obliged to repair any defective work.

Q. What if I need immediate help?

A. Ordinarily, cases are handled on a first come, first served basis. The Program defines an emergency as the failure of a mechanical system or structural component that makes the property unfit for habitation as determined by a public inspector. The Program can provide expedited response for emergency repairs.

Q. May I select the work I want done?

A. Sanitary code violations found during property inspection must be corrected as part of the project. You may request the contractor do extra work while they are on site, but this is purely a private matter between you and the contractor. Program staff services are not available to supervise the extra work or manage payments. Extra work is not covered by the Program loan or the contractor guarantee.

Q. What happens if I sell my property before the loan matures?

A. When the owner sells or transfers title of the property before the loan matures the full amount of the loan is to be paid back to the program. Once the loan matures and is forgiven the owners have no obligation to the program. If you are a resident owner, and your children assume your loan responsibilities in full and do not change the ownership, then the loan does not have to be repaid. In effect, they take your place. However, if they fail to perform any of the obligations of your loan, then the loan must be repaid. They also have to sign certain documents to authorize non-payment of the loan.

The above questions and answers are not meant to be rules and regulations of the Housing program, but to serve as a guide. The Housing Program Manual is available upon request and serves as rules for the program. Housing program staff will render decisions on disputed matters. The housing program is overseen by a Steering Committee, which retains final judgment on all matters.