

Boston Home Center Program Application And Disclosure

Department of Neighborhood Development - The Boston Home Center



Please fill out, sign, and print this application and mail to:
The Boston Home Center, 26 Court Street - 9th Floor, Boston, MA 02108

You may a	pply	for c	only one program					
O I am a Homebuyer , applying for: O 1st Home O Financial Assistance - Downpayment O Financial Assistance - Downpayment					nd/or Rehab	O Hom O Lead	Homeowner, ap neWorks HELP I Safe Boston or Home Repair HELP	oplying for:
I. Applicant I	nfor	mati	on					
Applicant:							SS#	
Address:	Street		City		State	Zip	_ Date of Birth:	
Home				Wor)	\ Ce	/ II	
Co-Applicant	<u> </u>						SS#	
Address:	First		MI City			7in	_ Date of Birth: _	
Home				Wor		(Ce	/ II	
Email:							Applicant	O Co-Applicant
	s who	inte	e Information nd to reside in the p Age Resident Alien? Y	F t	Applicant (Name of Emplo or educational (list all sources of i	oyer/s institution/s ncome separately)	s over the age of 18. Gross Annual Income** \$ Ir Social Security card.
2					·			\$
US Citizen?	Υ	N	Resident Alien? Y	′ N 	•	esident Alien, at		ur Social Security card \$
US Citizen?	Υ	N	Resident Alien? Y	′ N	(If you are a Re	esident Alien, at	tach a copy of yo	ur Social Security card \$
US Citizen?	Υ	N	Resident Alien? Y	′ N	(If you are a Re	esident Alien, at	tach a copy of yo	ur Social Security card \$
US Citizen?	Υ	N	Resident Alien? Y	′ N	(If you are a Re	esident Alien, at	tach a copy of yo	ur Social Security card
Total #	otal # of people in household				Total of Annual Income of Household: \$			

^{**} Sources of income include salary, overtime, bonus, commission, social security/retirement benefits, unemployment benefits, interest/divided income, welfare, alimony/child support and all other income.

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III. Household Asset Information Fill in all below, even if the answer is \$0 **Savings or Asset Type Current Value** 1. Total funds in checking and savings accounts 2. Expected annual dividend and interest income from all assets 3. Certificates of deposit 4. Deposits made on property (if buying a home) 5. Expected monetary gifts to assist with purchase (if buying a home) 6. Stocks / bonds / mutual funds 7. Expected Seller or Broker contributions (if buying a home) SUBTOTAL OF LIQUID ASSETS 8. Value of retirement or 401k 9. Value of all other real estate owned (non-primary residence) **TOTAL OF ALL ASSETS** Have you sold any assets in the last two years below fair market value? O Yes O No **IV. Subject Property** Please respond below to the questions about the property being purchased, if applicable, or the one you currently own and occupy. Subject property address: Type of Property (Please check only one): O Three Family O Four Family O Condo Single Family Two Family Does the property require home repairs? • Yes • No If 'Yes', please describe below interior and exterior work needed. Does the property need de-leading work? O Yes O No If "Yes", does or will a child under 6 years of age reside in the property? O Yes O No If "No", does a child under 6 years of age visit the property on a regular basis? O Yes O No If "Yes", how many hours per week does/will the child spend at the property? V. Rental Unit Information Complete ONLY if applicable Address of property _____ Vacant Y/N #Bedrooms Tenant Name Unit # **Monthly Rent**

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VI. Other Required Financial Information Has the applicant received financial assistance from the City of Boston Department of Neighborhood Development in the past? O Yes O No
f Yes, please list the date, purpose Property Address
What fuel does the subject property use for heat? O Natural Gas O Heating Oil O Other
f the subject property's heating system is being evaluated for replacement, is it more than 5 years old?
O Yes O No How many heating systems does the subject property have?
 One heating system for all building units Other. Describe:
Has the subject property received an energy assessment within the last year from either MassSave or Renew Boston? • Yes • No
III. Affirmative Marketing Information Please complete the following section to assist us in fulfilling our affirmative marketing requirements. Our response is voluntary and will not affect your application. Race / Ethnicity of persons in your household (check all that apply):
O White O Asian White
O Native Hawaiian or Other Pacific Islander O American Indian/Alaskan Native
D Black or African American O Black or African American & White
O American Indian/Alaska Native & Black or African American O Hispanic O Other Multi-Racial
Pemale Head of Household O Elderly (Applicant over 62) Is the applicant disabled? O Yes O No
How did you hear about this program (check all that apply)?
O Newspaper Ad O Boston Home Center website O Postcard mailed to your home
O Ad on street O Homebuyer 101 class
O Friend O Financial Assistance class O Other
/III. Sign and Date
declare under penalty of perjury that the foregoing information is true, accurate, complete and correct in all respects. I hereby authorize the City of Boston to independently verify the information provided here and also to investigate my records of credit. I certify that I have read the Program Disclosure and I agree to the Terms and Conditions of this program. I understand that under the False Claims Act, 31 U.S.C §§ 3279-3733, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government fund, are liable for three times the government's damages plus civil penalties per each false claim.
Applicant (print name) Applicant Signature Date

Co-Applicant Signature

Date

Co-Applicant (print name)



Program Disclosure - Senior Home Repair Program Department of Neighborhood Development - The Boston Home Center



The Boston Home Center's Senior Home Repair Program provides home repair services to income-eligible senior homeowners who live in Boston. The program, from the Department of Neighborhood Development (DND), offers deferred loans to assist income-eligible seniors who live in a 1-4 residential property via federal Community Development Block Grant funds provided by the US Department of Housing and Urban Development (HUD) to the City of Boston. This disclosure must be signed at the time of the application; a Terms & Conditions document will be signed at the time of a funding commitment. This program is subject to funding availability.

ELIGIBILITY REQUIREMENTS

To qualify for the Senior Home Repair Program, all of the following must be true:

- Applicant Homeowner must be 62 years of age or older
- Applicant must be an owner-occupant for at least ten (10) years of a 1-4 family property in Boston
- Property in need of repair must be homeowner's primary residence
- Current on Boston Water and Sewer payment
- Current on property tax payments to the City of Boston
- Household income does not exceed 80% of Area Median Income as determined by HUD (See chart below)

80% HUD CDBG Area Median Income for Owner-Occupants and/or Tenants

1-person household: \$56,800 3-person household: \$73,000 5-person household: \$87,600 2-person household: \$64,900 5-person household: \$81,100 6-person household: \$94,100

• For multi-family properties, 51% or 67% of occupant households must not exceed 80% of AMI as determined by HUD (see chart above). This means that one (1) household of a two (2) family property, two (2) households of a three (3) family property, and three (3) households of a four (4) family property must meet the income eligibility guidelines.

PROGRAM TERMS AND CONDITIONS

- A. I understand that the use of the singular "I"; "my"; "recipient"; and "Homeowner" shall include the plural in the case of more than one Homeowner.
- B. I understand that I must be the sole owner(s) of the property to be rehabilitated, and it must be my principal residence for ten years of more and for the duration of the loan.
- C. I understand that my total annual household income must not exceed that of 80% of HUD Area Median Income.
- D. I understand that at the time of application, real estate taxes must be current on any property I own in the city of Boston, and that no payment shall be made under this Program unless tax payments are current.

PROGRAM TERMS AND CONDITIONS, cont.

- E. I understand that at the time of application, no arrearage on Boston Water and Sewer Commission (BWSC) payments can be owed on any property I own in the city of Boston, and that no payment shall be made under this Program unless BWSC payments are current.
- F. I understand that at the time of application, I nor those I with whom I have business ties, no any immediate family member is currently or has been within the past twelve (12) months, an employee, agent, consultant, officer or elected or appointed official of the City of Boston Department of Neighborhood Development. For purposes of this disclosure, "immediate family member" shall include parents, spouse, siblings, or children, irrespective of their place of residence.
- G. I understand that at the time of application, neither I nor any member of my immediate family is currently employed or has been employed within the past twelve (12) months by the City of Boston's Office of Workforce Development, its Office of Fair Housing and Equity, or any other organization funded with Community Development Block Grant Funds.
- H, I understand that at the time of this application, I have not been convicted of tenant harassment in the Housing Court, nor am I a defendant in a criminal complaint in the Housing Court.
- I. I understand that at the time of this application, I have not been convicted of violating Fair Housing laws, nor am I currently on trial for such violations, or currently in mediation with the Boston Fair Housing Commission or its Office of Fair Housing and Equity, or the Massachusetts Commission Against Discrimination (MCAD).
- J. I understand that as a Recipient of this program, I will agree to the placement by DND staff or the contractor of a sign indicating the property is being rehabilitated with assistance from DND/Boston Home Center. Such sign, which will be approximately two (2) feet by three (3) feet, shall remain displayed for the duration of the construction period, and for thirty (30) days thereafter.
- K. I understand that as a Recipient fo the program, if asked by DND staff, I must consent to speaking with the press and to participate in a press event and/or other publicity related to the project DND is funding.

REHABILITATION

A. I understand that as a Recipient of the program, I will permit representatives of the DND/Boston Home Center Division to survey and inspect the exterior and interior of the structure and all dwelling units, and I agree to correct all health and safety items related to home repairs.

REHABILITATION, cont.

- B. I understand that as a Recipient of the program, I must agree to comply with the appropriate HUD regulations pertaining to lead-based paint poisoning code regulations, also knows as Lead Safe Work Practices. These practices require contractors to stabilize all loose and/or flaking paint and to contain areas where paint is disturbed so that paint dust does not permeate other areas of the home. Lead Safe work practices are outlined in HUD Regulations 24 CFR, Section 35, Massachusetts Regulations relating to Lead Poisoning Prevention and Control 105 CMR 460.00, Massachusetts General Law Chapter 111, and US Environmental Protection Agency (EPA) Renovation, Repair, and Painting Rule.
- C. I understand that as a Recipient of the program, I shall comply with the guidelines and regulations pertaining to houses and districts listed in the National Register of Historic Places or designated as a Landmarks District by the State Historical Commission or by the City of Boston Landmarks Commission. Non-compliance will result in the ineligibility of that work item for assistance.
- D. I understand that as a Recipient of the program, I will need to review and approve the Preliminary Specifications and Cost estimate before the contractors are asked to submit their cost estimates.
- E. I understand that as a Recipient of the program, I will authorize and be present for an inspection of the work to be performed at an agreed upon time and date by the potential contractors/bidders.
- F. I understand that as a Recipient of the program, I may have any Contractor of my choice bid on the rehabilitation to be performed on the property, providing s/he qualifies in terms of insurance and holds licenses for the work to be performed at the time of issuance of the proceed to work order.
- G. I understand that as a Recipient of the program, should I desire a particular contractor to perform the rehabilitation work, I will inform the agency of this prior to the contractor viewing and obtaining cost estimates.
- H, I understand that as a Recipient of the program, I will permit representatives of the DND/Boston Home Center to survey and inspect the exterior and interior of the structure, including all dwelling units before, during, and after construction. Final payment is conditional upon inspection and certification by DND staff that all work has been satisfactorily completed.
- I. I understand that as a Recipient of the program, the general contractor obtains all necessary building permits for work to be performed, and will leave the original building permit with my prior to starting the project. If the contractor does not provide the building permit, I will notify the DND Construction Specialist promptly, The costs of obtaining such permits are to be included in the contractor's bid price.

REHABILITATION, cont.

- J. I understand that as a Recipient of the program, payment to the contractor can only be made for items on the approved Work write-up. All Change Orders are to be approved by the Recipient, the Contractor, and the DND Constructions Specialist. If the Recipient asks the Contractor to do work not on the Work write-up, it is her/his responsibility to provide payment for this work. However, the DND Construction Specialist must be told of all additional work.
- K. I understand that as a Recipient of the program, payment shall be made directly to the Contractor who performed the rehabilitation work, only after inspection and acceptance of the work by the DND Construction Specialist.
- L. I understand that as a Recipient of the program, the final payment shall be made to the Contractor who performed the rehabilitation work only after the final inspection and acceptance of the work by the City of Boston Inspectional Services Department (ISD) and the DND Construction Specialist. Notwithstanding this procedure, in the event that I file a written objection to payment to the Contractor with the DND/Boston Home Center within seven (7) days after final inspection and signoff by ISD and DND due to concerns relating to the quality of the rehabilitation work, then DND will retain an independent inspector to determine the adequacy of the rehabilitation work. The findings of the independent inspector shall be final and will determine whether the Contractor will be paid.
- M. I understand that as a Recipient of the program, I acknowledge that, during the process, should I be deemed ineligible by the terms outlined in Sections A-K above, I will be solely and fully responsible for payment to the Contractor. Failure to pay may lead to legal recourse by the Contractor.
- N. I understand that as a Recipient of the program, I will make all locations accessible to the Contractor and remove all personal possessions from said locations so as not to interfere with the timely execution of the required work and to prevent damage to said possessions. Also, I will make said premises available to the Contractor between the hours of 7:00 AM and 5:00 PM from Monday through Saturday.

TENANTS AND PROPERTY UTILIZATION

- A. I understand that as a Recipient of the program, I cannot convert the property to condominiums for a period of ten (10) years after construction.
- B. I understand that as a Recipient of the program, I will not discriminate upon the basis of race, color, sex, religion, or national origin in the lease, rental, or use and occupancy of the property.
- C. I understand that as a Recipient of the program, a majority of the dwelling units will be need to be occupied by low- or moderate-income households (households with income below 80% of median income for the Boston PMSA) after rehabilitation is completed. I understand that my acceptance into the Program may be based on the

TENANTS AND PROPERTY UTILIZATION, continued

- C. (continued from previous page) income categories of said tenants subject to verification of said income (excluding two-family properties since income based solely on Recipient income eligibility.
- D. I understand that as a Recipient of the program, I will maintain the property and keep the improvements insured against loss by fire or other hazards included within the term "extended coverage" and any other hazards, including floods or flooding for which insurance is required.
- E. I understand that as a Recipient of the program, insurance proceeds will be applied to the restoration or repair of the property damaged, if restoration or repairs are economically feasible.
- F. I understand that as a Recipient of the program, existing tenants shall not be displaced as a result of rehabilitation work performed through the Program.
- G. TENANT LETTER I understand that as a Recipient of the program, I will provide Tenants with a DND Tenant Letter and return envelope for the purpose of obtaining federally required information on all tenants, specifically tenant income, family size, race, and the sex of the householder. Tenants are required to return the Tenant Letter directly to DND in the envelope provided. For multi-family properties, 51% or 67% of occupant households must not exceed 80% of area median income as determined by HUD. (See 80% HUD CDBG Area Median Income Limits for Owner-Occupants and Tenants Chart on page one.)

FINANCING

- A. I understand that as a Recipient of the program, I agree to be enrolled in the Senior Home Repair Program.
- B. I understand that as a Recipient of the program, I will apply to DND for a deferred loan. This is a non-interest-bearing subsidy, the terms of which are to be stated and secured by a Promissory Note and Mortgage to be executed at the loan closing.
- C. I understand that as a Recipient of the program, if my property is sold, conveyed, or the title is otherwise transferred, the loan must be repaid to the City of Boston.
- D. I understand that as a Recipient of the program, I will purchase the minimum insurance policy if the property is located in a HUD-designated flood plain area.
- E. I understand that as a Recipient of the program, I will maintain homeowners insurance to cover replacement of the property.
- F. I understand that as a Recipient of the program that subordination for refinancing my property will be allowed only for the following reasons: Reduction in interest rate and rehabilitation of the property. Total debt cannot exceed 85% of the appraised value. Loan may be repaid in full at any time with no prepayment penalty.

Program Disclosure - Senior Home Repair Program, p 6

AUDITING

I understand that as a Recipient of the program, DND may from time to time undertake auditing procedures through a random sample of cases in order to comply with Federal Community Development Block Grant Guidelines. I agree to cooperate fully with an audit/survey of the property if so required.

DISCLAIMER

The Senior Home Repair Program is a conditional loan program for homeowners to make repairs that they have chosen to make. The City is not party to the contract between the homeowner and the contractor. The Senior Home Repair Program does not give any rights to contractors, third persons or entitities no party to this loan agreement.

The Homeowner certifies that s/he understands all the above terms and conditions and that all information furnished by the Homeowner is given for the purpose of obtaining a housing assistance loan and technical assistance from the City of Boston, and that said information is true and complete to the best of the knowledge and belief of the Homeowner. Any intentional misrepresentation of the any material facts in connection with this program could result in denial of benefits and repayments to the City of any benefits previously granted under the Program. Such misrepresentation is a violation of State and Federal law.

Homeowner Applicant (Signature)

Homeowner Co-Applicant (Signature)

Homeowner Co-Applicant (Print Name)

Date

Date

Signed under the pains and penalty of perjury,



Homeowner Financial Assistance Application Checklist

(for all home repair programs)

Department of Neighborhood Development - The Boston Home Center



Thank you for your interest in the Boston Home Center. Below is a list of the documents you need to include with your application. Please make sure to include all required documents listed.

Please mail to: The Boston Home Center

Attn: Homeowner Assistance Programs

26 Court Street, 9th Floor

Boston, MA 02108

Once we receive this package, we will notify you in writing about your application status.

DO	CUMENTS	REQUIRED	OF ALL	ΔΡΡΙΙ	·2TIA A
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Notes: Write in an	y additional information you feel we should know in order to process your application.
b	Provide two (2) estimates from licensed contractors for your home repair(s). Please include a copy of the following from your chosen contractor: Home Improvement Registration Certificate, Construction License, EPA Renovator Certificate, and Liability Insurance
a	Copy of most recent savings, checking and other account balance statements from all depository institutions (such as 401K's, stocks, bonds, credit union, etc.) for all owners
	WING ADDITIONAL DOCUMENTS ARE REQUIRED OF RKS HELP APPLICANTS ONLY:
	Additional financial information may be required from an applicant. All requested information must be provided to the City of Boston.
8	Current Mortgage Statement for all loans against property including any equity or rehab loans. Include a letter of explanation for use of equity loan.
7	Two current pay stubs for all household members 18 years old or older; and/or proof of income from all other sources such as Social Security Award Letter, Unemployment Compensation, Pension, etc.
	Copy of the most recent signed Federal Tax Return including W-2 Forms and all Schedules. (IRS form 1040, 1040A, or 1040EZ) for all owners. If Self-Employed, provide a year-to-date Profit and Loss Statement signed by you and your accountant, and copies of the last two years of Federal Tax Returns.
5	Copy of current Homeowner's Insurance Policy. If home is located in designated flood plan area, documentation of coverage is required.
4	If needed, an original Death Certificate for all deceased persons listed on the recorded deed (if not recorded with Suffolk Registry of Deeds). A Death Certificate can be obtained at the Registry of Births, Deaths, and Marriages, City Hall, Room 213, Boston, MA, 02201
	"Certificate of Title"). A copy can be obtained at the Edward Brook Court House - Registry of Deeds, 24 New Chardon Street, Boston, or go to www.suffolkdeeds.com.
	Completed and signed Program DisclosureCopy of the Recorded Deed (also called a "Quitclaim Deed", "Warranty Deed", or
	Completed and signed Program Application. All owners must be included on the application.

*For all individuals over the age of 18. If person/s is/are not employed, copy of school transcript or explanation of circumstances and a No Income Affidavit must be supplied.