

City of Steubenville
115 S. Third Street, Suite 108
Steubenville, Ohio 43952
FY 2013 CHIP

FY 2013 Community Housing Improvement Program (CHIP)

**INSTRUCTIONS
FOR
COMPLETING
PRIVATE REHABILITATION APPLICATION**

All persons living in the household must be included in the application.

All information requested on the application must be completed. In not applicable please indicate N/A.

Please attach the following documents when submitting your application

1. A copy of the recorded deed showing the ownership of the property.
2. All persons in the household receiving income must be indicated on the application.
 - a. Copies of payroll stubs for past three months for all occupants with income.
 - b. If self-employed, submit an affidavit stating amount of monthly income and tax returns for the last three calendar years.
 - c. If reporting income from Social Security, disability, pensions, unemployment, OWF case, child support or alimony, provide a current copy of the appropriate gross benefit statement(s). To obtain your Social Security Benefit Statement call SSA 1-800-772-1213 between 7:00 a.m. and 7 p.m. or go to www.ssa.gov.
 - d. If not employed or receiving unemployment benefits, please submit a hand-written notarized statement to that effect.
 - e. If you are a full-time student, please submit proof of enrollment (copy of schedule or other document showing status as full-time student). Please indicate if you are also working.
3. All occupants reporting an income must sign the Certification of Applicant(s) statement, and the Employment Verification Authorization forms. Additional copies can be made as needed.
4. Homeowner must sign and return the Dispute Resolution & Conflict Management Policy. At this time, sign the "Application Signature" section only (page 4), a copy will be returned to you.

Any questions regarding the completion of the application form should be directed to CT Consultants, Inc. (330-746-1200).

PLEASE MAIL YOUR COMPLETED APPLICATION TO:

CT CONSULTANTS, INC.
20 FEDERAL PLAZA WEST, SUITE 303
YOUNGSTOWN, OHIO 44503





CITY OF STEUBENVILLE
115 S. Third Street, Suite 108, Steubenville, Ohio 43952

FAIR HOUSING OFFICE

Christopher J. Petrossi, Urban Projects Director
740-283-6000 Ext. 1700

The Fair Housing Act

The Fair Housing Act (the Act) specifically prohibits discrimination because of race, color, religion, sex, national origin, disability, and familial status in:

- Sale or rental of dwellings;
- Residential Real Estate – related transactions; and
- Provision of services and facilities in connection with such activities.

It is unlawful to:

1. Refuse to sell, rent, finance, or insure housing or property;
2. Tell any person that housing is not available for inspection, sale, rent or lease;
3. Refuse to lend money for the purchase, construction, rehabilitation, repair or maintenance of housing or property;
4. Discriminate against any person in the terms and conditions of fire, extended coverage or homeowner's insurance;
5. Refuse to consider income of both husband and wife;
6. Print, publish, or circulate any statement or advertisement which would indicate a preference or limitations; or
7. Deny any person membership in any multiple listing or real estate service.

If you feel you have experienced discrimination in renting or buying a residence, please call your local Fair Housing Coordinator:

Christopher J. Petrossi, Urban Projects Director
740-283-6000 Ext. 1700

City of Steubenville
115 S. Third Street, Suite 108
Steubenville, Ohio 44471
FY 2013 CHIP

COMMUNITY DEVELOPMENT BULLETIN #1

The City of Steubenville has received funds from the Ohio Development Services Agency, Office of Community Development (OCD), through the Community Development Block Grant Program to provide deferred loans to qualified homeowners for bringing their homes up to the standards of the OCD Rehabilitation Standards. The purpose of the program is to preserve the existing homes in the City of Steubenville and encourage everyone to maintain their property. Money from the federal grant will be used to rehabilitate structures within designated target areas and on a Community wide basis. Deferred loans will be offered to property owners who qualify to rehabilitate their home to provide decent, safe and sanitary living quarters for their families.

The Community Housing Rehabilitation Program involves the following activities:

1. REHABILITATION OF PRIVATE OWNER OCCUPIED PROPERTIES

To address the deficiencies as defined by previous housing surveys, this activity involves the rehabilitation of six (6) units in the target area. The maximum cost for each unit is \$30,000.00 without addressing Lead Based Paint hazards and \$35,000.00 per unit if addressing Lead Based Paint hazards. The rehabilitation will involve correcting violations for structural, heating, electrical and plumbing, utilizing OCD Standards. Applications will be ranked and all applicants will be notified in writing.

This information bulletin will be distributed in the Community where the Housing Program efforts will be conducted. These deferred loans are a unique opportunity for the residents of the Community to apply for and bring their homes up to code. This program can restore many homes that need repair and we look forward to your support in this effort.

Q. What is available?

A. Deferred Loans: A deferred loan provides money to qualified homeowners which 15% will have to be paid back after five (5) years if property is transferred or sold.



Q. How much money can I get to fix up my home?

A. The amount of the deferred loan depends upon the extent of work required to bring your property in conformance with the Community Housing Code or OCD Residential Rehabilitation Standards. However, the deferred loan will not exceed an as-bid price of \$30,000.00 per unit without addressing Lead Based Paint hazards and \$35,000.00 per unit if addressing Lead Based Paint hazards for private homeowner rehabilitation. Any expenditure in excess of these amounts must be justified and approved by the Community, or paid by the owner.

Q. Does it cost me anything to submit an application or have my home inspected?

A. NO! There are absolutely no charges for this program and your participation is voluntary.

B. The City reserves the right to "Walk Away" from a housing unit that poses undue threats to the health or safety of the inspector or contractor at any time. **Housing units that violate the following will not be assisted.** Conditions which may constitute undue threats include, but are not limited to the following:

- Structurally unsound dwellings that are, or should be condemned for human habitation.
- Evidence of substantial, persistent infestation of rodents, insects and other vermin.
- Environmental hazards such as serious moisture problems, friable asbestos or other hazardous materials, which cannot be resolved before rehab work is to start.
- The presence of animal feces in any area of the dwelling unit.
- Excessive garbage build up in and around the dwelling.
- Negligent housekeeping practices that limit access or create an unwholesome working environment.
- A threat of violence.
- The presence and/or use of any controlled substances before or during rehab.
- Suspected manufacturing of a controlled substance before or during rehab.
- Occupants allowing only limited access to the dwelling.

Q. Who can obtain these deferred loans/grants?

A. You are eligible for these loans/grants only if:

1. You live within the City of Steubenville and meet the other guidelines of the program (i.e. live in target area for homeowner rehabilitation).



2. If you are the owner and are living in the address of the single family dwelling to be rehabilitated.
 3. If your annual income does not exceed the following limits based upon your family size, you are income eligible for each of the CHIP programs:

| | |
|----------------|----------------|
| 1. \$29,700.00 | 5. \$45,800.00 |
| 2. \$33,950.00 | 6. \$49,200.00 |
| 3. \$38,200.00 | 7. \$52,600.00 |
| 4. \$42,400.00 | 8. \$56,000.00 |
-

Q. How does each of these loans work?

A. Homeowner Deferred Loan Program - Five (5) year program with zero percent interest, non-amortized loan. Principal is reduced by 17.0% at the end of each year of occupancy following the completion of the rehabilitation and the homeowner holds title to the property. At any time during the five (5) year period the housing unit is sold, a pro-rata share of the full principal amount must be paid back to the Community. After the five (5) year period, 85% of the deferred loan will be forgiven, and the remaining 15% must be paid back to the Community upon sale of the housing unit.

1. You must complete an official application form available from the

City of Steubenville
 115 S. Third Street, Suite 108
 Steubenville, Ohio 43952

If you are unable to come to this office, arrangements can be made for home visitation by calling (330) 746-1200. These arrangements are for persons with disabilities or the elderly only.

Q. What happens after I submit my application?

A. Community Development personnel will review your application and determine if you are eligible for a loan or grant. You will then be notified in writing of your eligibility and if you decide to participate, arrangements will be made to have your home inspected for code violations and rehabilitation standards.

Q. Are there any restrictions on how the money is used or the improvements that are to be made?

A. YES! According to the program guidelines, the money must be spent to correct Code Violations Only, and to meet rehabilitation standards.



The following indicates the type of rehabilitation work that will be permitted
(Applies to Private Rehabilitation):

GENERALLY ELIGIBLE

Roofs
Gutters
Windows
Doors
Furnaces/Air Conditioning
Hot Water Tanks
Structure Deficiencies (Porches, Floors)
Walk Stairs
Plumbing
Electrical including new 100 AMP Service

GENERALLY INELIGIBLE

Detached Garages
Room Additions
General Property Improvements
Cosmetic Items

Only work approved by this department may be performed, and must be completed within a 75-day period.

All work must be completed by an experienced and qualified contractor or builder in each particular job classification, and all work must pass inspection in accordance with the building and housing codes.

- Q. Who should I contact if I want to get an application or learn more about the program?
- A. You can obtain an application form from City of Steubenville, 115 S. Third Street, Suite 108, Steubenville, Ohio 44471, Monday through Friday during normal working hours, or you may call the CT Office at 330-746-1200.
- Q. When is the deadline for signing up for the program?
- A. Application for homeowner rehabilitation will be taken at intervals during the first six (6) months of the Program, and ranked according to eligibility criteria. A cutoff date of February 28, 2014 is hereby established.



SECTION 3

TARGET AREA NARRATIVE

City of Steubenville Target Area Census Tract 4

The City of Steubenville has selected Census Tract 4, which includes Block Groups 1, 2, and 3 for the 2013 CHIP application. The City has selected this target area for Private Owner Rehabilitation, because historically Census Tract 4 has submitted the greatest number of applications for assistance over the past several years. Census Tract 4 exhibits the characteristics of an LMI area more so than other areas, with respect to meeting the obstacles to meet underserved needs, and priority housing needs. Some of those characteristics, as stated in the City's 2010-2014 Consolidated Plan are:

1. Lacking financial resources to properly maintain their home;
2. Home owners are cost-burdened, paying more in housing costs than they can afford;
3. The City has insufficient funds to meet housing needs in LMI neighborhoods;
4. There is a high need for owner occupied housing rehabilitation to make units decent, safe and sanitary;
5. There is a high need for code enforcement to make necessary repairs to ensure health and safety.

Census Tract 4 has a LMI percentage of 61.7%. The total number of LMI units in this Census Tract is 1,495 units. It is estimated that 87.1% of the housing units in this Census Tract were built before 1950. The minority population in this Census Tract is 30%.

C. Gross Household Income & Compensation

Attach additional sheets as needed for other adults in the household.

| Source of Income (Ave. Monthly Gross Income) | Applicant | Co-Applicant (Spouse) | Other Adult (if applicable) | Other Adult (if applicable) |
|---|-----------|--------------------------|--------------------------------|--------------------------------|
| Employer #1 | | | | |
| Employer #2 | | | | |
| Other Employment Income | | | | |
| Pension Income (List Provider Name) | | | | |
| Social Security | | | | |
| Alimony/Child Support (Received) | | | | |
| Rental Income | | | | |
| Welfare | | | | |
| Disability | | | | |
| Unemployment Benefits | | | | |
| Total Monthly Income | | | | |

Assets: 1) Real Estate Owned other than your principal residence: Value: \$ _____
 Address: _____

2) Other Assets: _____ \$ _____

III. Housing Costs & Information

Rehabilitation Address: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____

Original Loan Amount: _____

Current Loan Balance: _____

Monthly Mortgage Loan Payment: _____

Does Loan Payment include Property Taxes: Yes _____ No _____

Property Taxes: Half-Year: _____ Annually: _____

A. Utilities & Homeowner's Insurance Information

| Utility Costs | Monthly Average |
|-------------------|-----------------|
| Electric | \$ _____ |
| Heating (Gas/Oil) | \$ _____ |
| Water & Sewer | \$ _____ |

| Insurance Company/Name: | Policy No: |
|--|----------------------------------|
| Address: | Policy Amount/Value: \$ _____ |
| Annual Insurance Premium | \$ _____ |
| How Are Premiums Paid (annually, semi-annually, monthly, other): | |
| Do monthly mortgage payments include insurance premiums? | |

B. Other Housing Information

Approximate Age of Dwelling: _____

Number of Bedrooms: _____

Are you purchasing your home via land contract:

Yes _____ No _____

Are real estate taxes paid and current?

Yes _____ No _____

Do you have any outstanding or delinquent accounts with the City of Steubenville?

Yes _____ No _____

Please explain: _____

Are you currently under citation for a zoning or building code violation?

Yes _____ No _____

Please explain: _____

In general, what are the major housing rehabilitation needs of the home? _____

CERTIFICATION BY APPLICANT (S)

Please read the following statement. If you do not understand any part of it or have any questions about what you are asked to sign, please ask someone at the Agency to help you. Both applicants must sign in ink below.

I certify that all the information in the application for a Housing Rehabilitation assistance is true and complete to the best of my knowledge. I understand this information is subject to verification.

The Applicant(s) further certify that he/she/they are the owner(s) of the property identified in this application and that any and all funds provided to the Applicant(s) will be used only for the labor and materials necessary to accomplish the rehabilitation work which will be described in the construction contract.

I authorize the City of Steubenville, through its representatives, and designees of the Office of Community Development (OCD) and the US Department of Housing and Urban Development (HUD) to inspect and evaluate actual services provided to me. I understand that any and all information provided in this application may be used for that purpose.

I understand that the personal financial information contained in the application is necessary for evaluation of my application for rehabilitation assistance. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I further understand that my name, address and total amount of rehabilitation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property.

Penalty For False Or Fraudulent Statement. U.S.C. Title 18, Sec 1001, provides, "Whoever, in any matter within the jurisdiction of any department or agency of the United State knowingly and willfully falsifies... or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Signature of Applicant Date

Signature of Applicant Date

I further acknowledge that I have received a copy of the Fair Housing Notification, and the Community Housing Bulletin #1

Signature of Applicant Date

Signature of Applicant Date



City of Steubenville
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AUTHORIZATION BY APPLICANT

I hereby authorize the City of Steubenville to obtain verification of employment and financial information.

Date

Signature

Please print:

Name: _____

S.S. No. _____

If applicable:

Name of Employer: _____

Address of Employer: _____

City _____, State _____ Zip _____

Phone No. of Employer: _____

Other income received from:



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AUTHORIZATION BY APPLICANT

I hereby authorize the City of Steubenville obtain verification of employment and financial information.

Date

Signature

Please print:

Name: _____

S.S. No. _____

If applicable:

Name of Employer: _____

Address of Employer: _____

City _____, State _____ Zip _____

Phone No. of Employer: _____

Other income received from:



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 Housing and Community Partnerships (OHCP) 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 Manager 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 Manager 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 Manager Policy***.
3. Providing a letter explaining the criteria that was used to determine that a homeowner/applicant's project was deemed ineligible (i.e., income or rehabilitation exceeds limitation, 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 prior to submitting a dispute to mediation or arbitration; and
 9. Identifying a mediator and submitting a dispute to mediation with the assistance of the Ohio Commission on Dispute Resolution and Conflict Management 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 homeowner/applicant 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 Manager 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 Manager 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 Manager 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 administrator 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 administrator must use the assistance of the Ohio Commission on Dispute Resolution and Conflict Management to identify a mediator. The Commission is located at 77 South High Street, 24th Floor, Columbus, Ohio, 43215-6108, and can be contacted by telephone at (614) 752-9598, by fax at (614) 752-9682 and by email at website@cdr.state.oh.us. For more information regarding the Commission, visit <http://www.disputeresolution.ohio.gov/>.

Arbitrator Responsibilities

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 must 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 Manager Policy*. We understand and accept the outlined process for any and all disputes that my result from our involvement with the CHIP.

APPLICATION SIGNATURE(S):

Homeowner Signature Date Homeowner Signature Date

E(S): (IF REQUIRED)

Date Homeowner Signature Date

(required at contract execution only) Date

Please sign only the "Application Signature(s)" section at this time.

