



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 apply for only one program

I am a **Homebuyer**, applying for:

- 1st Home
- Financial Assistance - Downpayment and Closing Costs
- Financial Assistance - Downpayment and/or Rehab

I am a **Homeowner**, applying for:

- HomeWorks HELP
- Lead Safe Boston
- Senior Home Repair
- 3D HELP

I. Applicant Information

Applicant: _____ SS# _____

First MI Last

Address: _____ Date of Birth: _____

Street City State Zip

Phone: (____) _____ (____) _____ (____) _____

Home Work Cell

Co-Applicant: _____ SS# _____

First MI Last

Address: _____ Date of Birth: _____

Street City State Zip

Phone: (____) _____ (____) _____ (____) _____

Home Work Cell

Email: _____ Applicant Co-Applicant

II. Household Income Information

List all persons who intend to reside in the property. Income must be listed for all household members over the age of 18.

| Name | Age | Relationship to Applicant | Name of Employer/s or educational institution/s <i>(list all sources of income separately)</i> | Gross Annual Income** |
|-----------------|---------------------|--|---|-----------------------|
| 1. _____ | _____ | _____ | _____ | \$ _____ |
| US Citizen? Y N | Resident Alien? Y N | (If you are a Resident Alien, attach a copy of your Social Security card.) | | |
| 2. _____ | _____ | _____ | _____ | \$ _____ |
| US Citizen? Y N | Resident Alien? Y N | (If you are a Resident Alien, attach a copy of your Social Security card.) | | |
| 3. _____ | _____ | _____ | _____ | \$ _____ |
| US Citizen? Y N | Resident Alien? Y N | (If you are a Resident Alien, attach a copy of your Social Security card.) | | |
| 4. _____ | _____ | _____ | _____ | \$ _____ |
| US Citizen? Y N | Resident Alien? Y N | (If you are a Resident Alien, attach a copy of your Social Security card.) | | |
| 5. _____ | _____ | _____ | _____ | \$ _____ |
| US Citizen? Y N | Resident Alien? Y N | (If you are a Resident Alien, attach a copy of your Social Security card.) | | |

Total # _____ 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? Yes 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):

Single Family Two Family Three Family Four Family Condo

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? Yes No

If "Yes", does or will a child under 6 years of age reside in the property? Yes No

If "No", does a child under 6 years of age visit the property on a regular basis? Yes 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 _____

| Unit # | Vacant Y/N | #Bedrooms | Tenant Name | 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? Yes No

If Yes, please list the date _____, purpose _____
Property Address _____

What fuel does the subject property use for heat? Natural Gas Heating Oil Other

If the subject property's heating system is being evaluated for replacement, is it more than 5 years old?
 Yes No

How many heating systems does the subject property have?

- One heating system for all building units A heating system for each building unit
 Other. Describe: _____

Has the subject property received an energy assessment within the last year from either MassSave or Renew Boston? Yes No

VII. Affirmative Marketing Information

Please complete the following section to assist us in fulfilling our affirmative marketing requirements. Your response is voluntary and will not affect your application.

Race / Ethnicity of persons in your household (check all that apply):

- White Asian Asian & White
 Native Hawaiian or Other Pacific Islander American Indian/Alaskan Native
 Black or African American Black or African American & White
 American Indian/Alaska Native & Black or African American Hispanic Other Multi-Racial
 Female Head of Household Elderly (Applicant over 62) Is the applicant disabled? Yes No

How did you hear about this program (check all that apply)?

- Newspaper Ad Boston Home Center website Postcard mailed to your home
 Ad on street Homebuyer 101 class
 Friend Financial Assistance class Other _____

VIII. Sign and Date

I 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 (print name) Co-Applicant Signature Date



Program Disclosure - Lead Safe Boston

Department of Neighborhood Development - The Boston Home Center



The City of Boston's Department of Neighborhood Development (DND) Boston Home Center (BHC) Division through its Lead Safe Boston (LSB) Program is a resource for qualified owners, owner-occupants and investors, to delead their 1-4 unit residential property and reduce the risk of lead-based paint poisoning in children. With funds from the U. S. Department of Housing and Urban Development's (HUD) Office of Healthy Homes and Lead Hazard Control, the LSB program provides a comprehensive approach to assist with the safe, legal, removal of identified lead hazards.

To qualify for a conditional grant/loan of up to Eight Thousand Five Hundred dollars (\$8,500) per unit, applicants understand, agree, and will certify the following LSB Program Terms and Conditions, as required by HUD.

PROGRAM ELIGIBILITY

Boston homeowners or investor owners of 1-4 unit houses built before 1978, where a child under six years old lives or spends significant time, can apply. Maximum income guidelines are below. Investors qualify if the apartment is vacant or the tenant's household income is low to moderate or Section 8. Priority must be given to families with young children when renting newly delead apartments, and maintain affordable rents for at least five years.

80% MHI for Owner-Occupants and/or Tenants

| | | | |
|--------------------|----------|--------------------|----------|
| 1 person household | \$51,150 | 5 person household | \$78,900 |
| 2 person household | \$58,450 | 6 person household | \$84,750 |
| 3 person household | \$65,750 | 7-person household | \$90,600 |
| 4 person household | \$73,050 | 8-person household | \$96,450 |

AFFORDABLE RENT LIMITS

For period not less than five years from date of Mortgage, monthly rent for delead unit shall be at or below:

| | | | |
|-----------------------|------------------|------------------|------------------|
| <i>Apartment Size</i> | <i>2 Bedroom</i> | <i>3-Bedroom</i> | <i>4-Bedroom</i> |
| Rent | \$ 1,185-\$1,724 | \$1,280- \$2,140 | \$1,428- \$2,363 |

Abatement Address (Investor-owners only): _____

Complete the following section if a child less than six (6) years of age does not live with you but spends a significant amount of time in the unit to be delead:

Childs name / relationship to you: _____

Date of Birth: _____ Frequency & duration of visits: _____

Have you had a lead paint determination and/or a lead paint inspection? _____. If yes, provide the date of inspection, name of the inspector and the unit #: _____

Do you have a child with an elevated blood lead level in this property? _____. If yes, which unit? _____.

For multifamily properties, please fill out the attached "Tenant Questionnaire" for each rental unit in the property.

TERMS AND CONDITIONS

By signing this Program Disclosure (PD), Applicants state the following to be true, reasonable, and affirm:

1. That they presently are the sole owners of the property to be rehabilitated.
2. That no real estate taxes or water and sewer charges are currently past due on any property Applicants own in the City of Boston and that they understand that no payment shall be made under this Program unless tax payments are current, or a written agreement for payment has been entered into with the Collector-Treasurer's Office.

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3. That they, nor those with whom they have business ties, nor any immediate family member of the undersigned, is currently or has been within the past twelve months, an employee, agent, consultant, officer or elected or appointed official of the City of Boston Department of Neighborhood Development (DND). For purposes of this PD "immediate family member" shall include parents, spouse, siblings, or children, irrespective of their place of residence.
4. That they have not been convicted of arson in criminal court or tenant harassment in the Housing Court and are not a defendant of a criminal complaint in the Housing Court.
5. That they have not been convicted of violating Fair Housing Laws, are not currently a Defendant in such an action, and are not currently in mediation with the Boston Fair Housing Commission or the Massachusetts Commission Against Discrimination.
6. That they are not currently a party to any pending proceeding in a bankruptcy case, and that if they had been a party in a bankruptcy proceeding in the past, that said proceeding has been closed or dismissed by an order of the Bankruptcy Court and that any applicable appeal period has expired.
7. That they choose to have identified lead-based paint removed at his/her own initiation and request has not been otherwise induced to participate in the LSB Program.
8. That they agree to comply with the appropriate HUD Regulations pertaining to lead-based paint poisoning code regulations 24 CFR 35; Massachusetts Regulations relating to Lead Poisoning Prevention and Control 105 CMR 460.000, Massachusetts General Law Chapter 111, and U.S. Environmental Protection Agency (EPA) Renovation, Repair, and Painting Rule.
9. That should they receive a conditional grant/loan from the Program, financial assistance provided shall be subject to the performance of conditions, secured by a Mortgage and a Promissory Note naming the City as Payee along with the following documents executed at the LSB Closing: Terms and Conditions (T&C), Rent Agreement (if applicable), and Owner-Contractor Agreement also called "The Contract".
10. That they must continue to own and maintain the Property, as defined below, for the period of five (5) years from the date of the Mortgage and Note and must comply with all other T&C requirements herein contained for the same five (5) year period. For this five (5) year period Applicants also must not convert the property to condominium or cooperative ownership, maintain rents at an affordable level pursuant to a Rent Agreement, upon completion of deleading at apartment turn-over, rent these dwelling units to income-eligible families with children under the age of six years old. Upon satisfaction of the above conditions, conditional grant amounts due under the Note shall be forgiven and the Mortgage shall be discharged. Otherwise, repayment shall be made in full as provided pursuant to the terms of the Note. Conditional deferred-payment loan amounts shall be payable upon sale, refinancing, or transfer of ownership of the property per Note.
11. That they understand the City will not consider subordinating its Mortgage, except under two conditions: (1) to enable Applicants to reduce the interest rate of a mortgage or (2) to enable Applicants to obtain a home improvement loan and that such request for subordination will be considered only when the total debt, including the principal sum of the City's Note, does not exceed eight-five percent (85%) of the appraised value of the property at the time of the request and that under no circumstances will the City consider subordination for credit card debt consolidation or cash-out.
12. That they acknowledge the responsibility and obligation of securing and obtaining any other financing to conduct lead-based paint abatement is exclusively those of the Applicants, and that the City has made no representations or examinations concerning the financing of those activities.
13. That they acknowledge the City requires proof of sufficient funds being available to fund Applicant's share of the lead abatement as a condition precedent to the City committing the conditional grant and/or payment-deferred loan.
14. That they are aware the LSB Program may provide a conditional grant/loan conditioned upon fulfillment of certain owner/tenant occupancy/relocation obligations, to fund eligible lead-based paint abatement work henceforth referred to as "the Work".
15. That they acknowledge they may receive a conditional grant and/or payment-deferred loan to undertake the Work approved by DND or its Agent.

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16. That their grant\loan shall be secured by means of a Promissory Note and Mortgage and that the Mortgage will be a lien on the Property and that the grant\loan may be rescinded in full if any provisions of said documents are violated.
17. That they agree payment for the Work shall be made by the City only after inspection and acceptance of the Work by the DND or its Agent.
18. That they acknowledge the City will authorize final payment only after submission of the appropriate building permits, lead inspector documentation, and approval of the completed work by DND or its Agent. Notwithstanding this procedure, in the event that the Applicant files an objection, either written or orally, to final payment to the Contractor with the DND Boston Home Center Division or its Agent within seven (7) days after the final inspection and signoff by ISD and\or DND, due to concerns relating to the quality of the Work, then DND will retain an independent inspector to determine the adequacy of the Work. The findings of the independent inspector shall be final, and will determine whether the City will release final payment for the Work.
19. That they understand that eligible repairs/renovations shall be deemed to mean only the LEAD ABATEMENT WORK in the Contract.
20. That any commitment by the City to accept the Applicants into the LSB Program shall not be referenced as an asset in securing any future Lender financing.
21. That they hereby grant to the City or its Agent a license to enter the property to be deleaded, during scheduled appointments, for purposes of inspecting and verifying that the lead paint abatement is being/has been performed.
22. That they understand and agree that any inspection of the property to be rehabilitated is solely for the limited purpose of ensuring that the repairs to be completed are in fact eligible, and, subsequent to the completion of the Work, that they have in fact been satisfactorily performed. That they represent to the best of their knowledge that the property is currently in compliance with building and sanitary codes applicable in the City of Boston. That they acknowledge that the City is not representing that the property complies with applicable laws, ordinances, rules or regulations of government authorities, and that it remains their responsibility to correct any violation of those laws, ordinances, rules or regulations.
23. That they understand preparation of specifications also called Work Write-Up (WWU) report is for the sole purpose to provide a comparative cost estimate of the repairs to be undertaken and to categorize that work which is eligible for reimbursement and that the specifications are not an inspection report.
24. That if within sixty (60) days of enrollment in the LSB Program they have not submitted the documents necessary for the DND to issue a Letter of Commitment, their Application may be suspended, and that if within one hundred twenty (120) days of receiving a Letter of Commitment, they have not completed the scope of work contained in the contractor's estimate, their commitment may be cancelled.
25. That they provide evidence that they have obtained and will maintain property insurance to cover the full replacement value of the property to be rehabilitated; and that proof that this has been purchased must be brought to the Closing referenced in Paragraph 9 herein.
26. That they agree to the placement of a sign indicating the DND is rehabilitating the property and that such sign shall remain for the duration of the construction period and for thirty (30) days thereafter.
27. That they agree to speak with the press and to participate in a press event and/or other publicity related to the rehab of the property.
28. That they shall comply with all applicable guidelines and regulations pertaining to houses and districts listed in the National Register of Historic Places, or designated as a Landmark District by the State Historical Commission, or by the City of Boston Landmarks Commission.
29. That prior to engaging a Contractor to perform the lead-based paint abatement at the property; they shall procure a minimum of two (2) written quotations for the Work to be performed.
30. That the Contract for repairs/renovations shall not be split among Contractors without prior written approval of DND.

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31. That they shall engage only a Contractor with a Commonwealth of Massachusetts Department of Labor and Workforce Development\Division of Occupational Safety (DOS) Deleading Contractor (DC) license and EPA Lead-Certified on high to moderate risk deleading projects.

32. That they shall engage only a Contractor who carries Commercial General Liability insurance with minimum bodily injury limits of \$100,000 per person and \$300,000 per accident, and \$300,000 aggregate.

33. That they shall inform the Contractor of their participation in the LSB Program and will specifically inform the Contractor that disbursement from the conditional grant\loan will not be made until the City, or its Agent, has reviewed and approved the Work.

34. That they are fully aware that the purposes of the LSB Program are:

- a. To allow freedom of choice in contracting between the Applicants and the Contractor;
- b. To limit the role of the City in the transaction between the Applicants and the Contractor;
- c. To ensure that lead-based paint removal is completed in a safe and workmanlike manner.
- d. To ensure that various terms of funding sources are met.

35. That they acknowledge that the LSB Program is a conditional grant\loan and technical assistance program to Applicants for lead-based paint removal that they have chosen to make. The City has not induced Applicants to participate and has made no representations concerning the condition of the property, the quality of work performed or to be performed, and the financing necessary to perform such work, the financial capacity of the Applicants to undertake the repairs or the capability of the Contractor. The City is not a party to the Contract between Applicants and Contractors. LSB Program is not intended to, nor does it, in any manner, confer rights upon third parties or entities, which are not parties to T&C agreement or this Program Disclosure statement.

36. That they certify all information and representations furnished by them herein or in their Application, or in any other documents they have submitted to the City or its Agent are true and complete and that any misrepresentation of any fact may result in suspension or termination from the LSB Program, as determined in the sole discretion of the City.

37. That combined household income information includes all persons who reside in a unit which Applicants or a Tenant household occupies. Date of birth, relationship to Head of Household, source(s) of income and yearly gross amounts of income from any source, both taxable income, and non-taxable income, including, but not limited to: earnings, overtime, IRA distributions, part-time employment, bonuses, dividends, interest, annuities, pensions, Veterans Administration (VA) Compensation, gross rental or lease income, commissions, deferred income, welfare payments, social security benefits, disability payments, alimony, child support, public assistance, sick pay, unemployment compensation, and income received from trusts, business activities, and investments has been disclosed.

38. That they acknowledge that their failure to maintain any of their affirmative obligations relative to:

- Ownership
- Real estate tax and water and sewer payments
- Contractor payments
- Prohibition against condominium or cooperative conversion
- Rent Regulation

shall constitute an event of default under the Mortgage and that the Promissory Note given under this Program may be accelerated and declared immediately due without further presentment, notice, or demand.

39. That if Applicants have made any material misstatements in the foregoing representations, on the Department of Neighborhood Development Boston Home Center Application or the Massachusetts Finance Housing Agency's "Get the Lead-Out" loan application or on any statements or documents related to Lead Safe Boston Program; or if Applicants have omitted any of the information requested, this will be considered an event of default and the Conditional Grant and\or Payment-Deferred Loan provided must be repaid by Applicants upon Demand notice.

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I/we declare 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 Terms and Conditions and I agree to the Terms and Conditions of this program.

Applicant (signature)

Date

Co-Applicant (signature)

Date



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.

DOCUMENTS REQUIRED OF ALL APPLICANTS:

1. _____ Completed and signed Program Application. All owners must be included on the application.
2. _____ Completed and signed Program Disclosure
3. _____ Copy of the Recorded Deed (also called a "Quitclaim Deed", "Warranty Deed", or "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.
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
5. _____ Copy of current Homeowner's Insurance Policy. If home is located in a designated flood plan area, documentation of coverage is required.
6. _____ Copy of the most recent signed **Federal** Tax Return (IRS form 1040, 1040A, or 1040EZ) including W-2 Forms and all Schedules for all owners is required.
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.
7. _____ A completed, signed W-9 form, available at: <http://www.irs.gov/pub/irs-pdf/fw9>.
8. _____ 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.
9. _____ Current Mortgage Statement for all loans against property including any equity or rehab loans. Include a letter of explanation for use of equity loan.
10. _____ 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

THE FOLLOWING ADDITIONAL DOCUMENTS ARE REQUIRED OF HELP APPLICANTS:

- a. _____ 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

Additional financial information may be required from an applicant.

All requested information must be provided to the City of Boston.

**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.*