



# COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM

Owner-Occupied Housing Rehabilitation  
Owner-Occupied Home Repair

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# COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM

## SECTION ONE: GENERAL INFORMATION

### 1.) Application Instructions & Checklist

- ✓ Documentation (listed below) must be included with completed application.
- ✓ Complete **All** sections of the application.
- ✓ Missing documents or incomplete applications will not be approved.

#### Checklist for Homeowner to submit with Application:

<input type="checkbox"/>	The employer's name and address for all persons receiving employment income are listed on the application. Submit copies of the most recent 2 month's check stubs.
<input type="checkbox"/>	Copy of deed showing ownership of the property. A copy of the deed can be obtained from the County Recorder.
<input type="checkbox"/>	<u>All</u> persons over 18 must sign the certification and authorization statement (page 7).
<input type="checkbox"/>	Proof of Homeowner's Insurance – submit a copy of the Declaration Page of your policy.
<input type="checkbox"/>	Bank Statements – Attach copies of last consecutive 6 months' statements for <u>all</u> financial statements, including: savings, checking, CD, stocks, bonds, annuities, etc. for ALL HOUSEHOLD MEMBERS.
<input type="checkbox"/>	Investment Statement – submit a copy of most recent statement(s).
<input type="checkbox"/>	Persons receiving Social Security, SSI, Disability, Worker's Compensation or Pension must attach a copy of the current year, monthly benefit letter. If you cannot locate your copy of this year's benefit determination letter, you may obtain a copy by calling the Social Security Administration at 1-800-772-1213 between 7:30 a.m. and 7:00 p.m. or you may request it on the internet at <a href="http://www.ssa.gov">www.ssa.gov</a> .
<input type="checkbox"/>	Copy of last year's Federal Filed Income Taxes for all household members; For Self-employed - provide complete copies of last 2 years' Federal Tax Returns filed, including Profit and Loss statements. If you do not file income taxes, contact our office to request IRS form 4506-T to document non-filing.
<input type="checkbox"/>	Unemployment - provide copy of the current Unemployment Benefit Statement.
<input type="checkbox"/>	Child Support/Alimony – submit a printout from the agency reflecting the current income received; if receiving income from more than one agency, be sure to submit ALL income received.
<input type="checkbox"/>	Child over 18 is a full-time student - provide proof of enrollment (copy of schedule or other document showing status as full-time student.)

#### **Mail application and documentation to:**

**CHIP Program**  
c/o Maumee Valley Planning Organization  
1300 E. Second Street, Suite 200, Defiance OH 43512  
(419) 784-3882



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**2.) Applicant Information**

Date: \_\_\_\_\_ **Applying for:**  Home Repair  Owner-Occupied Rehabilitation

Applicant/Owner: \_\_\_\_\_  
*First Middle Initial Last*

Gender:  Male  Female

Co-Applicant/Co-Owner: \_\_\_\_\_  
*First Middle Initial Last*

Street Address of Applicant: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

City State, Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Person to contact if we cannot reach you: \_\_\_\_\_ Phone Number: \_\_\_\_\_

How many persons live in the home? \_\_\_\_\_ How many persons are disabled? \_\_\_\_\_

Circle the health and safety issues that you feel your home needs:

Plumbing	Heating/Air	Electrical
Roof/Gutters	Accessibility	Lead Paint
Structural	Hot Water	Well/Septic

Other Housing Issues: \_\_\_\_\_

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**3.) Lead Paint/Fair Housing**

Included with your application is information regarding Lead-Based Paint Hazards and Fair Housing. Please read them carefully and acknowledge below:

I/We acknowledge receipt of a booklet entitled "Renovate Right" and receipt of the brochure entitled "A Community Guide to Fair Housing."

\_\_\_\_\_  
*Signature Date Signature Date*

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**4.) Household Composition** *List every person who lives in the home:*

	Persons living in the Home	Name of Household Member (includes applicant)	Relation to Head of Household	Date of Birth	Age	Social Security Number
1	Applicant/Owner:					
2	Co-Applicant/Co-Owner:					
3	Member of HH:					
4	Member of HH:					
5	Member of HH:					
6	Member of HH:					
7	Member of HH:					
8	Member of HH:					

**Race/Ethnicity**

This information is requested only for the purpose of determining compliance with Federal civil rights law and your response will not affect your application.

<input type="checkbox"/>	White	<input type="checkbox"/>	American Indian, Alaska Native & White
<input type="checkbox"/>	Black, African American	<input type="checkbox"/>	Black, African American & White
<input type="checkbox"/>	American Indian	<input type="checkbox"/>	American Indian, Alaska Native & Black, African American
<input type="checkbox"/>	Asian	<input type="checkbox"/>	Native Hawaiian/Other Pacific Island
<input type="checkbox"/>	Asian & White	<input type="checkbox"/>	Other/Multi-Racial

Is Ethnicity Hispanic or Latino? \_\_\_ Yes \_\_\_ No If yes, how many? \_\_\_

**5.) Employment**

Applicant #1 Employer: \_\_\_\_\_

*Name*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*Phone Number*

Position: \_\_\_\_\_

How long? \_\_\_\_\_

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**Applicant #2 Employer:** \_\_\_\_\_

*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone Number*

Position: \_\_\_\_\_

How long? \_\_\_\_\_

**Applicant #3 Employer:** \_\_\_\_\_

*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone Number*

Position: \_\_\_\_\_

How long? \_\_\_\_\_

**Other Employment** (name of person employed): \_\_\_\_\_

\_\_\_\_\_  
*Employer Name & Address*

**Pension Provider or other income:** \_\_\_\_\_

\_\_\_\_\_  
*Address & Phone Number*

**6.) Annual Household Income**

(Gross income is the total revenue before deductions and taxes) If there is not enough room to list income, list on separate sheet – **all income must be documented**

\*Pensions & Retirement include the following: VA, Railroad, OPERS, 401K, IRA, Annuities, etc.

<b>Source of Income</b>	<b>Applicant/Owner</b>	<b>Co-Applicant/ Co-Owner</b>	<b>Other Household Member</b>	<b>Other Household Member</b>
Gross Salary Primary Income	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____
Gross Salary Secondary Income	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____
Gross Salary Overtime pay	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____	Hr. Rate: _____ Hr. Per Week: ____ Annual: _____
Bonuses				

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Source of Income	Applicant/Owner	Co-Applicant/ Co-Owner	Other Household Member	Other Household Member
Commissions				
Child and/or Spousal Support				
Interest/Dividends				
Net Income from Business				
Social Security/SSI				
Lease/property income				
*Pensions & Retirement				
Unemployment Benefits				
Workers Compensation, etc.				
Cash Assistance				
Other Regular Contributions and/or gifts				
<b>TOTALS:</b>				

**7.) Asset Income**

Do you own any real estate property other than your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Use of Property (Commercial/residential)	Monthly Lease Amount	If leased, provide copy of agreement	
<b>If yes, list: ADDRESS(S)</b>			

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\*Assets include, but not limited to: Checking, Savings, Credit Union, Stocks, Bonds, Retirement Plans, Life Insurance, insurance settlements, equity in other property, etc. for ALL HOUSEHOLD MEMBERS.

Household Member	Asset Description*	Current Cash Value of Assets	Actual Income from Assets

### 8.) Bank Accounts/Assets

Attach copies of the last 6 month's statements for all accounts for each household member.

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**SECTION TWO: PROPERTY INFORMATION**

**1.) Payments**

Have you made all of your monthly payments (mortgage payments, utilities, loans, credit cards) in a timely manner?

Yes    No      If No, please explain:

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Are your Property Taxes paid (current)?  Yes    No

Do you have Homeowner's Insurance?  Yes    No

If so, what is the insurance company? \_\_\_\_\_

**HAVE YOU RECEIVED ASSISTANCE FOR THIS PROPERTY IN THE PAST 5 YEARS?**

Yes, please identify below:       No

<input type="checkbox"/> CHIP Program	<input type="checkbox"/> USDA Rural Development
<input type="checkbox"/> Ability Center	<input type="checkbox"/> Veteran's Affairs
<input type="checkbox"/> Job & Family Services	<input type="checkbox"/> NOCAC Weatherization
<input type="checkbox"/> Other (list): _____	

**2.) Lead Abatement Work/Temporary Relocation**

If your application is approved and Lead Abatement activities are required (removing lead paint from interior and exterior surfaces), you will be asked to vacate your property while the Lead Abatement work is being performed. This is a requirement and we will need your commitment to vacate (typically a week) while the required work is being performed.

Will you vacate your property if Lead Abatement work is required?

Yes    No      If Yes, who will you stay with?

List name of person(s) you will stay with and address:

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**SECTION THREE: AUTHORIZATION FORMS**

**Authorization to Release Information**

To Whom It May Concern:

I am interested in applying for the CHIP Program or I have recently applied for the CHIP Program. I hereby authorize the following agencies to share or release information to the Maumee Valley Planning Organization (MVPO). By signing this authorization form, MVPO has my permission to coordinate with the following housing-related programs to best assist my household:

- Northwestern Ohio Community Action Commission
- USDA Rural Development
- Ability Center
- Maumee Valley Guidance Center
- Veteran’s Affairs
- Job and Family Services
- Dream Center (Defiance Only)
- List Other (Agencies or family members): \_\_\_\_\_

I/we are aware that our application is subject to re-verification after the date of application approval. A copy of this authorization may be deemed the equivalent of the original and may be used as a duplicate original. Applicant, Co-Applicant and every person living in the home (over 18 years of age) print name and sign below:

Print Name	(Signature)	Date
Print Name	(Signature)	Date
Print Name	(Signature)	Date
Print Name	(Signature)	Date

If more than 4 persons over age 18 in household, attach additional household members on separate sheet of paper.

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**Verification of Mortgage**

Owner Name: \_\_\_\_\_

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

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

Mortgagee Name (Bank/Loan Company): \_\_\_\_\_

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

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

Loan Number: \_\_\_\_\_

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

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

The applicant named above has applied for housing assistance (necessary repairs to the home) through the Community Housing Impact & Preservation (CHIP) Program. The applicant has named you as a mortgagee and authorizes you to release the information requested below.

Account # \_\_\_\_\_ Original Mortgage Amount \$ \_\_\_\_\_

Present Balance \$ \_\_\_\_\_ Monthly payment, P & I only \$ \_\_\_\_\_

Amount Escrowed \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Insurance \$ \_\_\_\_\_

Is Loan FHA insured?  Yes  No      VA insured?  Yes  No

<b>TERMS OF LOAN:</b> Number of Years (30, 15, etc.)	<b>TYPE OF LOAN:</b> (Fixed/ARM/Balloon, etc.)	<b>Number of Payments 30+ Days delinquent in past 12-months:</b>

Signature of Authorized Officer: _____ Contact Telephone Number: (____) _____ Printed Name: _____ _____ Title _____ Date _____	<b>PLEASE RETURN BY:</b> Fax 419-784-2061 Email: <a href="mailto:housing@mvp.org">housing@mvp.org</a>
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**Employment Verification**

APPLICANT COMPLETES THIS SECTION:

EMPLOYER COMPLETES THIS SECTION:

<p align="center">Maumee Valley Planning Organization 1300 E. Second St., Suite 200 Defiance OH 43512 (419) 784-3882 <a href="mailto:mvpo@mvpo.org">mvpo@mvpo.org</a></p> <p>AUTHORIZATION: Federal Regulations require us to verify Employment Income of all members of the household applying for participation in the Community Housing Impact &amp; Preservation (CHIP) Program which we administer and to re-examine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed, or you may fax it to 419-784-2061.</p> <p>Name of Employer: _____</p> <p>Address of Employer: _____</p>	<p>Employed since: _____ Occupation: _____ Salary: _____</p> <p>Base pay rate: \$_____/Hour; or \$_____/Week; or \$_____/Month</p> <p>Number of Pay Weeks Per Year _____</p> <p>Overtime pay rate: \$_____/Hour</p> <p>Expected weekly average number of hours overtime to be worked during next 12 months _____.</p> <p>Any other compensation not included above (specify for commissions, bonuses, tips, etc.):</p> <p>For: _____ \$_____ per _____</p> <p>Is pay received for vacation? _____ # days/yr. _____</p> <p>Total base pay earnings for past 12 mos. \$ _____ Total overtime earnings for past 12 mos. \$ _____</p> <p>Expected date of any pay increase: _____</p>
<p>RELEASE: I hereby authorize the release of the requested information:</p> <p>_____ Printed Name</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p>	<p>Signature of _____ or Authorized Representative _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p><b>WARNING:</b> Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

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**Employment Verification**

CO-APPLICANT COMPLETES THIS SECTION:

EMPLOYER COMPLETES THIS SECTION:

<p align="center">Maumee Valley Planning Organization 1300 E. Second St., Suite 200 Defiance OH 43512 (419) 784-3882 <a href="mailto:mvpo@mvpo.org">mvpo@mvpo.org</a></p> <p>AUTHORIZATION: Federal Regulations require us to verify Employment Income of all members of the household applying for participation in the Community Housing Impact &amp; Preservation (CHIP) Program which we administer and to re-examine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed, or you may fax it to 419-784-2061.</p> <p>Name of Employer: _____</p> <p>Address of Employer: _____</p>	<p>Employed since: _____ Occupation: _____ Salary: _____</p> <p>Base pay rate: \$_____/Hour; or \$_____/Week; or \$_____/Month</p> <p>Number of Pay Weeks Per Year _____</p> <p>Overtime pay rate: \$_____/Hour</p> <p>Expected weekly average number of hours overtime to be worked during next 12 months _____.</p> <p>Any other compensation not included above (specify for commissions, bonuses, tips, etc.):</p> <p>For: _____ \$_____ per _____</p> <p>Is pay received for vacation? _____ # days/yr. _____</p> <p>Total base pay earnings for past 12 mos. \$ _____ Total overtime earnings for past 12 mos. \$ _____</p> <p>Expected date of any pay increase: _____</p>
<p>RELEASE: I hereby authorize the release of the requested information: _____</p> <p>Printed Name _____</p> <p>(Signature of Applicant) _____</p> <p>Date: _____</p>	<p>Signature of _____ or Authorized Representative _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p><b>WARNING:</b> Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

**SECTION FOUR: REHABILITATION APPLICATIONS ONLY\***

\*Not for Home Repair Applicants

**A. CERTIFICATION OF UNDERSTANDING**

I understand that by making this application for rehabilitation assistance, I may at some future date be offered a range of such rehabilitation assistance, including, but not limited to, a deferred payment and 15% recapture loan, in the amount necessary to bring my property up to Residential Rehabilitation Standards (RRS).

I understand that I may refuse the assistance offered, and if the type of assistance offered does not meet my needs, I may so state, in writing, why the conditions placed upon my assistance offered to me places an undue hardship on me and have my application reconsidered by the CHIP Program. I/We understand that CHIP Program is under no obligation to approve me with any type of assistance whatsoever.

I understand that more applications are likely to be received than can be accommodated under this program. The CHIP Program has therefore established guidelines for the type of rehabilitation that can be done, developed a priority selection system for selecting among application received, and maximum amounts of money that can be awarded per house.

**B. CERTIFICATION OF UNDERSTANDING OF GRANT CONDITIONS**

It is understood that, should the assistance be approved and the rehabilitation completed in any form or percentage, a mortgage in the full amount of the cost of the rehabilitation will be filed by the CHIP Program, the mortgagee and lien holder. I agree not to sell or transfer ownership in this property, or any portion thereof, for five years following the date of the filing of the mortgage with the County Recorder. The mortgage note with the CHIP Program which provides that, should I sell or transfer this property, or any portion thereof, during this five-year period, that the mortgage lien will be enforced according to the schedule.

**C. CERTIFICATION AND WAIVER**

I hereby waive any and all present and future claims against the CHIP Program and any individual either in the employ of the CHIP Program or any of the above-named entities or currently working under a contract with the CHIP Program Staff, or the above-named entities, for damages in any way connected with the rehabilitation for which I am making application as a condition of receiving rehabilitation assistance. I agree to carry and maintain for the loan duration property insurance in at least the total amount of all mortgages against the property, including the mortgage securing the rehabilitation assistance obtained through this application. The city/county is considered the lien holder and will receive any pays resulting from defaults. I have had the opportunity to consult with an attorney before signing this waiver.

I understand that it is my responsibility to approve the selection of the contractor from a list provided by the CHIP Program to perform each phase of the work in or about the premises of my home, to determine that the contractor is licensed to perform the work, if applicable; that the contractor has sufficient experience to perform the work adequately; that the contractor is insured against damages to my home as well as against injuries to me, members of my family or any other individual about the premises of my home; that he/she is insured through the Ohio Bureau of Workers' Compensation for injuries sustained by his/her employees and

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subcontractors; and that the contractor and all subcontractors release all mechanics liens prior to any and all payments made to them.

I understand that all items and fixtures specified to be replaced or removed will become the property of the contractor unless agreed to in writing--before bidding takes place.

### **D. CERTIFICATION AS TO VERACITY**

The undersigned certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining rehabilitation assistance and is true and complete to the best of the undersigned's knowledge and belief.

The undersigned further certifies that he is the owner of the property described in this application and that the rehabilitation assistance is necessary to meet the Residential Rehabilitation Standards of the Ohio Development Services Agency which are prescribed for the property described in this application. The undersigned agrees to occupy the property as his/her/ their primary residence and represents that the property will not be used for any illegal or restricted purpose that would lead to forfeiture of, modification of, or other deleterious effect on the property; and he/she/they agree to remain in conformity with any agreement, law regulation or order governing the present use of the property, including, but not limited to, health regulation regarding the use, maintenance and location of septic tank leach beds.

Verification of any of the information contained in this application may be obtained from any source, upon the written request of the CHIP Program, or their representatives, to the agency or individual having that information.

The undersigned acknowledges that the CHIP Program will retain the original or copies of this application, even if assistance is not granted. Under the Right to Financial Privacy Act of 1978, the U.S. Department of Housing and Urban Development has a right to financial records held by grantees and sub grantees in connection with the consideration or administration of assistance to the undersigned. The undersigned hereby authorizes access to and disclosure of all information contained herein and elsewhere in support of this application to the Ohio Development Services Agency (ODSA). Financial records involving the undersigned's transactions will be available to HUD and ODSA without further notice to or authorization by the undersigned but will not be disclosed or released to another agency or department without the undersigned's consent except as required or permitted by law.

**The undersigned fully understands that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, U.S. Code, Section 1001.**

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Signature of Applicant

Date

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Signature of Co-Applicant

Date

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**SECTION FIVE: HOME REPAIR APPLICANTS ONLY\***

\*Not for Home Rehabilitation Applicants

**CERTIFICATION BY APPLICANT(S)**

I certify that all of the information in this application 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 is the owner 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 this agency or its representatives and designees of the Ohio Development Services Agency's Office of Community Development (OCD) and the U.S. 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 this application is necessary for evaluation of my application for 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 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 States 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."**

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Signature of Applicant

Date

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Signature of Co-Applicant

Date

## **SECTION SIX: DISPUTE RESOLUTION**

### **DISPUTE RESOLUTION AND CONFLICT MANAGEMENT POLICY**

#### **General Requirements**

To protect the interest of the parties involved in Office of Community Development-funded housing activities, the Ohio Development Services Agency's Office of Community Development established the Dispute Resolution and Conflict Management Policy.

The policy outlines the responsibilities of the grantee, administrator, homeowners, and contractors responsible for completing Office of Community Development -funded projects. This policy applies only to those projects which include housing rehabilitation, repairs and construction. The grantee shall have appropriate procedures in place to address disputes arising from walkaway projects and/or non-construction activities. During Office of Community Development's monitoring of a grant, compliance with this policy and local procedures will be confirmed.

Office of Community Development will not entertain requests to intervene during a dispute. If it becomes necessary to proceed to arbitration, the arbitrator's decision is final and binding. No dispute or argument will be considered after this process is complete.

Recommendation: Most disputes can be prevented by all parties if there is a clear understanding of material quality standards and material selection limitations. Signed approval of material selection, color choices, and change orders can assist in the prevention of a conflict.

To ensure that the appropriate parties are informed about the Dispute Resolution and Conflict Management Policy, grantees must provide a copy of the Dispute Resolution and Conflict Management Policy and Dispute Resolution Form to every administrator, rehabilitation/repair/construction client, contractor, and when/if necessary any mediator and/or arbitrator. The grant administrator shall provide copies of the policy to both the client and contractor at the pre-construction conference and obtain their signatures acknowledging receipt, along with their complete understanding of the Dispute Resolution and Conflict Management Policy. By acknowledging the receipt of the policy all parties agree to abide by the terms therein. A clause shall be incorporated in any rehabilitation/repair/construction contract referring to the Dispute Resolution and Conflict Management Policy. The original document must be maintained in the program's administrative file and copies provided to the homeowner and contractor.

The grantee is responsible for 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. The grantee must also provide 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/ada-document-portal>. The cost of providing an accommodation to persons with a disability is the responsibility of the grantee.

The homeowner must understand their signature and date on the certification of completion verifies satisfaction of the contractor's workmanship and validates final payment. No



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complaints regarding workmanship will be accepted after that date. Failed items covered under the warranties should be handled by contacting the contractor directly, in writing if necessary, 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. The cost of mediation and arbitration shall be borne by the grantee.

Resolution of disputes shall follow the format described below.

### Dispute Resolution and Conflict Management Process

1. If there is any dispute regarding the scope of work, workmanship, or material quality/selection or any other discrepancy, the homeowner must notify the contractor immediately. If the contractor is not on site, the disputed work must stop and the contractor will be notified. Disputed work will not proceed until the issue is resolved.
2. Both the homeowner and contractor shall contact the administrator immediately when/if the dispute is not resolved between the contractor and the homeowner at step #1.
3. The administrator and/or grantee, rehabilitation specialist, contractor, and the homeowner shall make a good faith effort to resolve the dispute at this time. If resolved, details of the dispute and resolution must be documented and signed at this time. The documentation will be placed in the client file.
4. If the dispute is not resolved at step #3, the homeowner must submit a written complaint to the grantee within 5 working days, on the Dispute Resolution Form provided. **Note:** *Disputed work that is necessary for the health and safety of the occupants, sanitary reasons, or the protection of the structure and/or property, should proceed to the extent necessary to safeguard until the dispute is resolved.*
5. Upon receipt of a written complaint, the administrator shall notify the grantee of the dispute. The grantee may attempt local resolution at this point, but in any case, shall require the administrator to respond in writing within 15 working days of receiving the complaint. Local resolution may be, but is not limited to, a review committee comprised of impartial members. Procedures for local resolution methods must be attached to this policy, and described in the grantee's local Policies and Procedures Manual.
6. The homeowner shall provide a statement, in writing, within 15 working days of the grantee's response date either accepting the proposed resolution or requesting mediation.
7. Within 15 working days of the date of the homeowner's response requesting mediation, the grantee and administrator shall provide the homeowner with the option of two dates for mediation.\*

*\*The grantee may opt to proceed directly to arbitration.*

## COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM

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### Mediator Responsibilities

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

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

### 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.

The administrator may use the assistance of, but are not limited to, 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 Dispute Resolution and Conflict Management Policy. We understand and accept the outlined process for any and all disputes that may result from our involvement with the program.***

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

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

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

