

# West Norriton Township

Owner-Occupied Housing Rehabilitation

## Program Manual



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I. INTRODUCTION:

The contents of this manual describe the program policies and administrative procedures that govern the **Owner-Occupied Rehabilitation Program**.

West Norriton Township received American Rescue Plan Act (ARPA) funds to provide homeowners township-wide, who meet low- and moderate-income

eligibility requirements, financial assistance needed to rehabilitate owner-occupied residences.

In general, the West Norriton Township Administration staff will be responsible for the implementation of the Homeowner Housing Rehabilitation Program, although the property owner is ultimately responsible for the making the process work, thus their cooperation and involvement remains critical.

West Norriton Township will perform the intake of all applicants and submit these applications.

## OBJECTIVES

Eliminate unsafe and unsanitary living conditions for low and moderate-income homeowners.

Address code compliance.

Preserve, maintain and improve the affordable housing stock.

Prevent the decline of properties and eliminate blighted areas.

Address lead-based paint hazards in pre 1978 housing.

Expand living options for person with disabilities through home modification.

Facilitate aging in place.

Program will address essential repair necessary to safeguard against imminent danger to human life, health, or safety.

The program will allow for repairs necessary to protect the property from further structural damage.

Some examples of essential repairs include: heater system, furnace, and hot water replacement, repair of structure deficiencies that could lead to collapse of roofs, floors, ceiling, stairs and / or framing; repair of plumbing system failures such as cracked potable water or sanitary lines; correction of electrical deficiencies that could result in shock or fire; correction of security deficiencies such as the replacement of exterior doors and windows; lateral connections to water and sanitary sewer extensions imposed by a local water authority or government. Additional essential repairs may include sidewalk replacement.

Examples of non-essential repairs: carpets, garages, landscaping, fences, driveways, pools, and other non-permanent improvements. These projects will not be applicable under the program.

## II. THE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

### GENERAL DESCRIPTION

The **Owner-Occupied Housing Rehabilitation Program** will increase access of low-income homeowners to rehabilitation funds to provide safe and decent housing. The program will focus on critical systems of the home including the heating, plumbing and electrical systems and repairs or replacements to maintain the housing structure.

West Norriton Township will be the primary intake contact for the program and be the fiscal conduit for applicants.

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website. Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community.

The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$74,580 per year (FY 2023). In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

### PROJECT BENEFIT

It is key to the sustainability of West Norriton that residents are afforded opportunities to participate in these major rehabilitative efforts and further increase the quality of life of their homes and neighborhoods Township - wide.

## ELIGIBILITY CRITERIA

- 1.) Your household income must be less than the following limits including all salary, pensions, social security, and interest on assets.

Family/Household Size	Maximum Income
1 person	\$64,250
2 person	\$73,400
3 person	\$82,600
4 person	\$91,750
5 person	\$99,100
6 person	\$106,450
7 person	\$113,800
8 person	\$121,150

- 2.) You must own and occupy a single-family home in West Norriton, with residency of 10 years or more. (No rental properties applicable under this program.)
- 3.) The property must be in compliance with all Zoning, Property Maintenance and Building Codes. Properties that have violations, evidenced by notice of violation letters, citations or pending litigation with the Township will not be eligible.
- 4.) If the property **does not** meet the 10-year residency or property violation requirements in criteria listed, a final determination will be made by the Township Manager to waive these requirements when presented with a hardship case.

## III. GENERAL PROCEDURES AND APPLICATION

A homeowner may contact the Township Administration at 610-631-0450 for general information regarding its Owner-Occupied Housing Rehabilitation Program. Information can also be found on the Township's website, [www.westnorritontwp.org](http://www.westnorritontwp.org). Upon a homeowner's request to participate in the program, an application will be sent with information about the program.

The homeowner, if interested in participating, shall complete and return the application directly to West Norriton Township for intake. The Township Administration will conduct an internal Property Review Checklist to the Codes and Finance Department to provide information regarding any outstanding violations, citations, or pending litigation with the Borough. This form will be

returned to the Administration Department and eligible applications will be sent to the Review Committee.

If potential eligibility is determined by West Norriton Township, they will contact the homeowner. The income verification process will be completed by West Norriton Township.

Once income eligibility is established, West Norriton Township will assign the qualifying property for inspection and determine the full scope of work to be completed. Once determined, the homeowner will be required to submit three proposals for the work by licensed and insured contractors.

A maximum of \$10,000 in assistance will be provided for each homeowner eligible and selected in the program. Any additional funding requires approval by West Norriton Township Board of Commissioners.

All permits are the responsibility of the homeowners and inspection fees are the responsibility of the Township.

Township Administration to facilitate the filing of a 5-year mortgage with the Township Solicitor.

West Norriton Township shall inspect the work to establish, to the best of their ability that the work appears to be of a workmanlike quality and that sufficient work has been completed to justify a payment.

Upon request and satisfactory approval by West Norriton Township, the homeowner will submit a Reimbursement Request to the Township Administration, who will review and process payment.

Upon notification by the Contractor that all work has been completed, a final inspection will take place by West Norriton Township. Notification of closed out projects will be made to Township Administration.

**OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM**  
**INFORMATION NEEDED FOR INTAKE INTERVIEW**

1. **Names and social security numbers for all household members.**
2. **Documentation of income of all household members.**
  - a. **Employment:** Name and address of current employer, and to whom income verification forms should be sent. W-2, 2 pay stubs, or current income tax return.
  - b. **Social Security Income:** Award letter for the current year or computer printout of current benefits (lump sums excluded).
  - c. **Public Assistance Income:** Letter from Public Assistance Case Worker stating current monthly or yearly benefits and when any increases are anticipated.
  - d. **Child Support Income:** Court printout of child support payment. If child support is not court-ordered, a notarized letter indicating how much support is paid, and on what schedule, (weekly, monthly, etc.).
  - e. **Pension:** Statement of pension benefits, or two check stubs clearly indicating that the check was a pension payment.
3. **Documentation of assets of all household members**
  - a. **Savings Accounts:** Bank, account number(s), and 2 bank statements, (if possible, if only one bank available then it must be the most recent).
  - b. **Checking Accounts :** Bank and account number (s).
  - c. **Certificates of Deposit:** Copy of the certificate including the value of the certificate and the interest rate.

- d. **Stocks/Bonds:** Value of the stocks or bonds, and that last statement of interest or dividends.

4. **Documentation of home ownership (deed)**

Application Number \_\_\_\_\_

Date of Application \_\_\_\_\_

PART I: APPLICATION & AGREEMENT

**OWNER-OCCUPIED  
HOUSING REHABILITATION PROGRAM**

The information contained herein shall be kept confidential and shall be used only for the purpose of determining eligibility for financial assistance.

**A. Personal Information**

1.) NAME OF OWNER  
OCCUPANT \_\_\_\_\_

2.) ADDRESS OF OWNER OCCUPANT  
\_\_\_\_\_

3.) PHONE NUMBER: \_\_\_\_\_ WORK:  
\_\_\_\_\_

**B. Statistical Information (For use only to report to MCHS & HUD)**

1.) IS APPLICANT ELDERLY? (60 YRS. OR OLDER)                      YES ( ) NO ( )

2.) IS APPLICANT DISABLED?    YES ( ) NO ( )

3.) IS APPLICANT FEMALE HEAD OF HOUSEHOLD?                      YES ( ) NO ( )

4.) RACE OF APPLICANT  
\_\_\_\_\_

5.) NUMBER OF PERSONS LIVING IN  
HOUSEHOLD \_\_\_\_\_

6.) NUMBER OF CHILDREN LIVING IN HOUSEHOLD

\_\_\_\_\_

7.) AGES OF CHILDREN IN  
HOUSEHOLD\_\_\_\_\_

**PART II. APPLICANT AGREEMENT**

HOMEOWNER (S) AGREES THAT:

- 1.) The homeowner is the owner/occupant. The homeowner is the sole owner (s) of said premises. The property must be owned occupied for the entire 8-year period.
- 2.) The homeowner agrees to execute an eight (8) year mortgage on the property, which is due and payable upon sale or transfer of title of the property. The mortgage amount will be the amount of the rehabilitation contract. If the property is not sold within eight (8) years and remains the principal residence of the homeowner, the mortgage will be forgiven 1/8<sup>th</sup> each year, until fully forgiven and the homeowner will have no further obligation. The mortgage will require no payment of principal or interest during its five (5) year term.
- 3.) Homeowners understand the bidding procedures and agree to make their home available to the contractors for inspection. The homeowner understands that if sufficient bids are not turned in to Genesis Housing Corporation at the end of the two-week bidding period, because of lack of access to their home, the grant can be revoked.
- 4.) Homeowners will not show or discuss competitive estimates to competitive contractors.
- 5.) Homeowners will give complete cooperation and accessibility to the contractor doing the rehabilitation work on their home.
- 6.) Homeowners will be advised of the specified work to be done before signing the authorized contract, and only this work will be done.

- 7.) The homeowner will sign a release form after the final inspection by our rehabilitation inspector and Homeowner when the final inspection reveals that all work and materials are satisfactory. A Final Close-Out Form will be signed by the Homeowner and the Contractor upon completion of all work.
- 8.) If the Homeowner refuses to sign the release form, after our rehabilitation inspector reveals that all work and materials are completed and satisfactory; this agreement gives West Norriton Township the authority to pay the Contractor directly.
- 9.) Homeowner will inform the Township of any collusive behavior on the part of anyone involved with the grant and bidding process.
- 10.) In the event of a refinancing, the mortgage can be subordinated. Subordinations will require a \$200.00 fee for filing.
- 11.) Homeowner is asked to comply with all HUD requirements with respect to Title VI of the Civil Rights Act of 1964, to not discriminate upon the basis of race, color, creed, national origin, or sex in future sale, lease, rental, use, occupancy, or contracting for rehabilitation of subject property.
- 12.) LEAD BASED PAINT - ENVIRONMENTAL REQUIREMENTS: HOMEOWNER IS MADE AWARE OF THE DANGERS OF LEAD BASED PAINT. Lead based paint with a lead content of more than five tenths of one percent (0.5%) shall not be applied to any interior or exterior surface of a dwelling unit or childcare facility, including fences and outbuildings at these locations.

**PART III: APPLICANT CERTIFICATION**

The Applicant certifies that ALL information in this Application and ALL information furnished in support of the Application are given for the purpose of obtaining a rehabilitation grant and IS TRUE AND COMPLETE TO THE BEST OF THE APPLICANTS KNOWLEDGE AND BELIEF. Verification of any of the information contained in the Application may be obtained from any source named herein.

I have read and understand all of the above-listed requirements. I hereby agree to comply with all the above-listed requirements, and fully cooperate at all times. I understand that no work other than that necessary to meet Township Codes will be done. I FURTHER UNDERSTAND THAT FAILURE TO ADHERE TO ANY OF THE ABOVE PROVISIONS WILL RESULT IN THE IMMEDIATE CANCELLATION OF MY GRANT AND I WILL BE OBLIGATED TO PAY BACK TO WEST NORRITON TOWNSHIP THAT PORTION OF THE CONTRACT THUS COMPLETED.

\_\_\_\_\_

Homeowner's Signature

Homeowner's Signature

\_\_\_\_\_

Date

Date

\_\_\_\_\_

Witness

Date

---

**OFFICE USE ONLY**

Tax  
Sewer  
Income  
Deed

Information and Application

Verified By:

\_\_\_\_\_

GRANT APPROVED AUTHORIZED AND INCOME VERIFICATION ACCEPTED BY:

---

Signature

Date

OWNER-OCCUPIED HOUSING REHABILITATION QUALIFICATION FORM

Date: \_\_\_\_\_ Housing Rehab. Application No.: \_\_\_\_\_

Name (s):

\_\_\_\_\_

Address:

\_\_\_\_\_

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

\_\_\_\_\_

Telephone: Work: \_\_\_\_\_ Home: \_\_\_\_\_

\_\_\_\_\_

STATISTICAL INFORMATION:

Age: 20's \_\_\_\_ 30's \_\_\_\_ 40's \_\_\_\_ 50's \_\_\_\_ 60's \_\_\_\_ 70 + \_\_\_\_\_

Ethnic Group: White \_\_\_\_ Black/African American \_\_\_\_ Asian \_\_\_\_  
American Indian/Alaskan Native \_\_\_\_ Hawaiian Native/Other Pacific  
Islander \_\_\_\_ American Indian/Alaskan Native & White \_\_\_\_ Asian &  
White \_\_\_\_ Black/African American & White \_\_\_\_ American Indian/Alaskan  
Native & Black/African American \_\_\_\_ Other/Multi-racial \_\_\_\_

Marital Status: Married \_\_\_\_ Unmarried \_\_\_\_  
Separated \_\_\_\_ Divorced \_\_\_\_

Do you own a home? Yes \_\_\_\_ No \_\_\_\_ If yes, Date of purchase:

\_\_\_\_\_

Does anyone in the household require special accommodation for a physical  
disability? Yes \_\_\_\_ No \_\_\_\_

If yes, what accommodation?

\_\_\_\_\_

INCOME ELIGIBILITY INFORMATION

Household Composition: # in household: \_\_\_\_\_ # of adults \_\_\_\_\_  
# of children \_\_\_\_\_

Name Position in Family Age SS# Sources of Income & Address


HOUSEHOLD ASSETS:

Type of Asset:	Value of Asset:	Income from Asset:

Have any assets been disposed of for less than fair market during the past (2) years? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes:

Type of Asset: \_\_\_\_\_

Value of Asset: \_\_\_\_\_

Amount Received for Disposition: \_\_\_\_\_

Your signature below certifies that the above information is accurate and complete. False statements made knowingly and willfully, or knowingly withholding information, particularly income and/or asset information, constitutes fraud. Such fraud will eliminate the applicant from receiving program services and may subject the signer to penalties under Section 1001 and 1010 of Title 18 of the United States Code.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER-OCCUPIED**

**HOUSING REHABILITATION PROGRAM**

**GENERAL RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT**

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**THIS RELEASE AND HOLD HARMLESS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between \_\_\_\_\_ (hereinafter referred to as “OWNERS”) and **WEST NORRITON TOWNSHIP** (Hereinafter referred to as “TOWNSHIP”)

**WHEREAS** Owners have received a benefit of American Rescue Plan Act, (ARPA) funds in the amount of \_\_\_\_\_ specifically for the rehabilitation of owner-occupied homes.

**WHEREAS** the Township has agreed to facilitate the filing of a 5-year mortgage; inspect the work to ensure compliance with the requirements of this agreement and to pay any inspection fees as a requirement for participation in this program.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants contained herein and intending to be legally bound, hereby agree as follows:

1. Release and Hold Harmless. The Owners covenant and agree to release and to hold harmless Township, , and its agents, consultants, employees, inspectors including but not limited to Township engineer and the contractors and/or subcontractors performing any inspection, repairs or renumerations from each and any costs, fees expenses, liabilities or claims that may accrue to, be asserted against or filed against the Township caused in whole or in part by, related to or arising out of the performance of the inspection, application or administration of this program. Including but not limited to any services in conjunction with the rehabilitation of real property owned by the owner in the Township.

2. Indemnification Furthermore, it is agreed and understood by and between the parties that Owners we shall indemnify the West Norriton Township, and its agents, consultants, employees, inspectors, and counselors from any and all claims made against the same by any other parties involved in the property rehabilitation as noted above.

3. Warranty Owner acknowledges that all warranty provisions are the responsibility of the contractor completing the rehabilitation work, and that the

enforcement of any warranty provision is the sole responsibility of the owner, including legal action against the contractor should that be necessary. The owner understands and agrees that West Norriton Township, nor any of its agents, consultants, employees, inspectors and counselors has any real or implied responsibility for the enforcement of the warranty provided by the contractor.

5. General Terms

- a. Any failure by the Township to strictly enforce the terms and conditions of the Agreement will not be deemed to be permanent waiver of the Agreement nor of any term or condition of this Agreement. No failure to strictly enforce the terms and conditions of this Agreement will thereafter bar the Borough from Strictly enforcing the terms and conditions hereof.
- b. Should any part or portion of this agreement be found by any court to be valid or unenforceable, then the balance of this agreement will be and will remain valid and enforceable, as if the offending language had never been contained herein.
- c. This Agreement contains the entire agreement between the Township and the Owners. There are no material terms and conditions of this Agreement which have not been incorporated into this agreement to full satisfaction of the township and the Owners.
- d. This Agreement shall be binding on Owners, heirs, assignees, successors, and on, any other person (s) who might otherwise be entitled to file suit or make a claim on Owner's behalf.
- e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and venue shall be Montgomery County, Pennsylvania

**IN WITNESS WHEREOF** , the parties hereto have set their hands and seals individually or by and through their authorized officers and agents.

**OWNERS**

Signature: \_\_\_\_\_ Date:  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date:  
\_\_\_\_\_

**TOWNSHIP**

Signature \_\_\_\_\_ Date:  
\_\_\_\_\_