



Town of Glastonbury

25 RISLEY ROAD

GLASTONBURY, CONNECTICUT 06033

(860) 652-7568

FAX (860) 652-7582

HOUSING AUTHORITY

**Re: Town of Glastonbury Administered
Moderate Price Housing Program**

Dear Mr./Mrs./Ms.:

We have received your request for a Buyer's Application for the Town of Glastonbury Moderate Price Housing Program. We are enclosing a copy of the application and the program regulations.

In order to qualify for the Town Administered Moderate Price Housing Program as a "Certified Buyer", a copy of the attached application must be submitted to the Glastonbury Housing Authority for certification in this Program:

1. Application Form must be completed and signed;
2. Attach a copy of your latest Federal Income Tax Return, with employer W-2 Forms attached to verify income;
3. Attach other official documentation of your current income and all asset information;
4. Attach a copy of birth certificates for all family members; and
5. Attach copy of marriage certificate, official name change or adoption certificate.

Very truly yours,

Ivan M. Pour

Executive Director

BUYER'S APPLICATION FOR THE MODERATE PRICE HOUSING PROGRAM
HOUSING AUTHORITY OF THE TOWN OF GLASTONBURY
 25 Risley Road, Glastonbury, CT 06033

TODAY'S DATE ___/___/___

PART I: Family Size to Bedroom Size
 (Article III, Section 1 and 2)

- 0 Bedroom -
 1 Bedroom -
 2 Bedroom -
 3 Bedroom -

Address of unit being purchased: _____

PART II: Family Composition, Income, and Assets

APPLICANT DETAILS

LAST NAME _____ FIRST NAME _____
 SPOUSE LAST NAME _____ SPOUSE 1ST NAME _____
 MARITAL STATUS _____ SPOUSE MAIDEN NAME _____
 ADDRESS _____ MAILING ADDRESS _____

 HOME PHONE # _____ WORK PHONE # _____

HOUSEHOLD MEMBERS

List the legal names of all household members below. Start with the head of household, then spouse or co-head, then minors (oldest to youngest), then any other adults.

Name of Family Member	Relation	Alien Registration or Social Security Number	Sex	Age	Date of Birth	Place of Birth	Occupation or School Name
1.	HEAD						
2.							
3.							
4.							
5.							
6.							
7.							

Are you expecting any changes to your family? (e.g. marriage, pregnancy, adoption, guardianship, etc.) Yes No
 No
 If YES, please give details (e.g. wedding date, date baby expected)

SOURCES OF INCOME

Please complete the following information:

Family Member	Name of Employer	Gross Weekly Pay	Annualized Income	Length of Time Working
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

Did you file a federal income tax return for the most recent year? Yes No

Does anyone outside of your household pay any of your bills or expenses? Yes No
If yes, explain:

ASSETS INFORMATION (Maximum Allowable = \$50,000)

Do you or any members of your household have any assets?

- Checking or Savings Accounts Yes No
- Stocks, Bonds, Mutual Funds, Trusts, Other Assets Yes No
- Car, Home or Real Estate Yes No

Has anyone recently disposed of assets at less than market value? Yes No

If yes, list the assets and when you disposed of them _____

List any assets you have below:

Family Member Name	Name and Address of Source (e.g. Bank, Broker, etc.)	Account Number	Balance/Value	Annual Income or Disposal Date
			\$	
			\$	
			\$	
			\$	

AUTHORIZATION for Release of Information

CONSENT

I authorize and direct any Federal, State, or local agency, organization, business, or individual to release and to verify my application for participation, and/or to maintain my continued assistance under the Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing and/or any other housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the U.S. Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies. I also consent for HUD or the PHA to release information from my file about my rental history to HUD, credit bureaus, collection agencies, or future landlords. This includes records on my payment history, and any violations of my lease or PHA policies.

INFORMATION COVERED

I understand that, depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verifications and inquiries that may be requested include but are not limited to:

Identity and Marital Status	Employment, Income and Assets
Medical or Child Care Allowances	Credit and Criminal Activity
Residences and Rental Activity	

GROUP OR INDIVIDUAL THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information (depending on program requirements) include but are not limited to:

Previous Landlords (including Public Housing Agencies Courts and Post Offices Schools and Colleges Law Enforcement Agencies Medical and Child Care Providers Retirement Systems Utility Companies	Past and Present Employers Welfare Agencies State Unemployment Agencies U.S. Social Security Administration Support and Alimony Providers U.S. Department of Veterans Affairs Banks and Other Financial Institutions Credit Providers and Credit Bureaus
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COMPUTER MATCHING NOTICE AND CONSENT

I understand and agree that HUD or the Public Housing Authority may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, I understand that I have a right to notification of any adverse information found and a chance to disprove correct information. HUD or the PHA may in the course of its duties exchange such automated information with other Federal, State or local agencies, including but not limited to: State Employment Security Agencies, U.S. Department of Defense, U.S. Office of Personnel Management, the U.S. Postal Service, the U.S. Social Security Administration, and State welfare and food stamp agencies.

CONDITIONS

I agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization will remain on file with the PHA. I understand I have a right to review my file and correct any information that I can prove is incorrect.

SIGNATURES:

_____	_____	_____
Head of Household	(Print Name)	(Date)
_____	_____	_____
Spouse	(Print Name)	(Date)
_____	_____	_____
Adult Member	(Print Name)	(Date)
_____	_____	_____
Adult Member	(Print Name)	(Date)

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

Tax Information Authorization

OMB No. 1545-1165
For IRS Use Only

Received by: _____
 Name _____
 Telephone () _____
 Function _____
 Date / / _____

▶ IF THIS AUTHORIZATION IS NOT SIGNED AND DATED, IT WILL BE RETURNED.

1 Taxpayer information.

Taxpayer name(s) and address (please type or print)	Social security number(s) _____ _____	Employer identification number _____ _____
	Daytime telephone number () _____	Plan number (if applicable) _____

2 Appointee.

Name and address (please type or print) Housing Authority of the Town of Glastonbury 25 Risley Road Glastonbury, CT 06033	CAF No. _____ Telephone No. (860) 652-7569 Fax No. (860) 652-7582 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>
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3 Tax matters. The appointee is authorized to inspect and/or receive confidential tax information in any office of the IRS for the tax matters listed on this line.

(a) Type of Tax (Income, Employment, Excise, etc.)	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s)	(d) Specific Tax Matters (see instr.)

4 Specific use not recorded on Centralized Authorization File (CAF) If the tax information authorization is for a specific use not recorded on CAF, check this box. (See the instructions on page 2.) **XX**
 If you checked this box, skip lines 5 and 6.

5 Disclosure of tax information (you must check the box on line 5a or b unless the box on line 4 is checked):
 a If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box
 b If you do not want any copies of notices or communications sent to your appointee, check this box.

6 Retention/revocation of tax information authorizations. This tax information authorization automatically revokes all prior authorizations for the same tax matters you listed above on line 3 unless you checked the box on line 4. If you do not want to revoke a prior tax information authorization, you MUST attach a copy of any authorizations you want to remain in effect AND check this box
 To revoke this tax information authorization, see the instructions on page 2.

7 Signature of taxpayer(s). If a tax matter applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters/periods covered.

Signature	Date	Signature	Date
Print Name	Title (if applicable)	Print Name	Title (if applicable)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of form. Form 8821 authorizes any individual, corporation, firm, organization, or partnership you designate to inspect and/or receive your confidential information in any office of the IRS for the type of tax and the years or periods you list on this form. You may file your own tax information authorization without using Form 8821, but it must include all the information that is requested on the form.

Form 8821 does not authorize your appointee to advocate your position with respect to the Federal tax laws; to execute waivers, consents, or closing agreements; or to otherwise represent you before the IRS. If you want to authorize an individual to represent you, use **Form 2848**, Power of Attorney and Declaration of Representative.

Use **Form 56**, Notice Concerning Fiduciary Relationship, to notify the IRS of the existence of a fiduciary relationship. A fiduciary (trustee, executor, administrator, receiver, or guardian) stands in the position of a taxpayer and acts as the taxpayer. Therefore, a fiduciary does not act as an appointee and should not file Form 8821. If a fiduciary wishes to authorize an appointee to inspect and/or receive confidential tax information on behalf of the fiduciary, Form 8821 must be filed and signed by the fiduciary acting in the position of the taxpayer.

Taxpayer identification numbers (TINs). TINs are used to identify taxpayer information with corresponding tax returns. It is important that you furnish correct names, social security numbers (SSNs), individual taxpayer identification numbers (ITINs), or employer identification numbers (EINs) so that the IRS can respond to your request.

Partnership items. Sections 6221–6231 authorize a Tax Matters Partner to perform certain acts on behalf of an affected partnership. Rules governing the use of Form 8821 do not replace any provisions of these sections.

When to file. Form 8821 must be received by the IRS within 60 days of the date it was signed and dated by the taxpayer.

Where to file. Generally, mail or fax Form 8821 directly to the Centralized Authorization File (CAF) Unit at the service center where the related return was, or will be, filed. To find the service center address, see the related tax return instructions. To get the fax number, call 1-800-829-1040.

If Form 8821 is for a specific tax matter, mail or fax it to the office handling that matter. For more information, see the instructions for line 4.

Specific Instructions

Line 1—Taxpayer information

Individuals. Enter your name, TIN, and your street address in the space provided. **Do not** enter your appointee's address or post office box. If a joint return is used, also enter your spouse's name and TIN. Also enter your EIN if applicable.

Corporations, partnerships, or associations. Enter the name, EIN, and business address.

Employee plan. Enter the plan name, EIN of the plan sponsor, three-digit plan number, and business address of the plan sponsor.

Trust. Enter the name, title, and address of the trustee, and the name and EIN of the trust.

Estate. Enter the name, title, and address of the decedent's executor/personal representative, and the name and identification number of the estate. The identification number for an estate includes both the EIN, if the estate has one, and the decedent's TIN.

Line 2—Appointee. Enter your appointee's full name. Use the identical full name on all submissions and correspondence. If you wish to name more than one appointee, indicate so on this line and attach a list to the form.

Note: Only the first three appointees you list will be input on the CAF.

Enter the nine-digit CAF number for each appointee. If an appointee has a CAF number for any previously filed Form 8821 or power of attorney (Form 2848), use that number. If a CAF number has not been assigned, enter "NONE," and the IRS will issue one directly to your appointee.

The CAF number is a number that the IRS assigns to appointees. The appointee's CAF number must be used on all future Forms 8821 or 2848. The IRS does not assign CAF numbers to requests for employee plans and exempt organizations.

Line 3—Tax matters. Enter the type of tax, the tax form number, the years or periods, and the specific tax matter. Enter "Not applicable," in any of the columns that do not apply.

In **column (c)**, write the years using the YYYY format, for example, "2000." **Do not** use general references such as "all years," or "all periods." If you do, your application will be returned.

You may list any prior years or periods, but for future periods, you are limited to the 3 future periods that end no later than 3 years after the date Form 8821 is received by the IRS. For **employment tax** or **excise tax** returns, enter the applicable quarters of the tax year. For **estate tax** returns, enter the date of the decedent's death instead of the year or period.

In **column (d)**, enter any specific information you want the IRS to provide. Examples of column (d) information are: transcript of an account, a balance due amount, a specific tax schedule, or a tax liability.

For requests regarding a **foreign certification** shown on **Form 6166**, Certification of Filing A Tax Return, enter "Form 6166" in column (d) and check the box on line 4.

Line 4—Specific use not recorded on CAF. Generally, the IRS records all tax information authorizations on the CAF system. However, authorizations relating to a specific issue are not recorded.

Check the box on line 4 if Form 8821 is filed for any of the following reasons: (1) requests to disclose information to loan companies or educational institutions, (2) requests to disclose information to Federal or state agency investigators for background checks, (3) civil penalty issues, (4) trust fund recovery penalty,

(5) application for EIN, or (6) claims filed on **Form 843**, Claim for Refund and Request for Abatement. If you check the box on line 4, your appointee should mail or fax Form 8821 to the IRS office handling the matter. Otherwise, your appointee should bring a copy of Form 8821 to each appointment to inspect or receive information. A specific use tax information authorization does not automatically revoke any prior tax information authorizations.

Line 6—Retention/revocation of tax information authorizations. Check the box on this line and attach a copy of the tax information authorization you do not want to revoke.

To revoke an existing authorization, send a copy of the previously executed Form 8821 to the IRS office where it was filed. Write "REVOKE" across the top of the form and sign your name again under the existing signature (line 7). If you do not have a copy of the prior Form 8821, send a letter to the IRS office where you filed it. The letter must indicate that the authority of the tax information authorization is revoked and must be signed by the taxpayer. Include the name and address of each appointee whose authority is revoked.

Note: Filing Form 8821 does not revoke any Form 2848 that is in effect.

Line 7—Signature of taxpayer(s)

Individuals. You must sign and date the authorization. **Either** husband or wife must sign if Form 8821 applies to a joint return.

Corporations. Generally, Form 8821 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer, and (4) any other person authorized to access information under section 6103(e).

Partnerships. Generally, Form 8821 can be signed by any person who was a member of the partnership during any part of the tax period covered by Form 8821. See **Partnership items** above.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Form 8821 is provided by the IRS for your convenience and its use is voluntary. If you designate an appointee to inspect and/or receive confidential tax information, you are required by section 6103(c) to provide the information requested on the form. Under section 6109, you must disclose your social security number (SSN), employer identification number (EIN), or individual taxpayer identification number (ITIN). If you do not provide all the information requested on this form, we may not be able to honor the authorization.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia for use in administering their tax laws. We may also give this information to other countries pursuant to tax treaties.

You are not required to provide the information requested on a form unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Disclosure of the information on this form may be made as provided in section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping, 7 min.; **Learning about the law or the form**, 12 min.; **Preparing the form**, 24 min.; **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **DO NOT** send Form 8821 to this address. Instead, see **Where to file** on this page.



INCOME LIMITS

	Household Size			Household Size			Household Size	
	1 or 2 persons	3 or more		1 or 2 persons	3 or more		1 or 2 persons	3 or more
Statewide Income Limits:	77,100	88,665						
Fairfield County	1 or 2 persons	3 or more	Litchfield County cont.	1 or 2 persons	3 or more	New Haven County cont.	1 or 2 persons	3 or more
Bethel	98,100	112,815	Bridgewater	98,100	112,815	Seymour	84,925	97,665
Bridgeport *All Areas	92,520	107,940	Canaan	77,100	88,665	Southbury	77,100	88,665
Brookfield	98,100	112,815	Colebrook	77,100	88,665	Wallingford	78,320	90,070
Danbury	98,100	112,815	Cornwall	77,100	88,665	Waterbury *All Areas	92,520	107,940
*Targeted Areas	117,720	137,340	Goshen	77,100	88,665	West Haven	78,320	90,070
Darien	115,500	132,825	Harwinton	77,100	88,665	Wolcott	77,100	88,665
Easton	84,925	97,665	Kent	77,100	88,665	Woodbridge	78,320	90,070
Fairfield	84,925	97,665	Litchfield	77,100	88,665			
Greenwich	115,500	132,825	Morris	77,100	88,665	New London County		
Monroe	84,925	97,665	New Hartford	77,100	88,665	Bozrah	77,100	88,665
New Canaan	115,500	132,825	New Milford	98,100	112,815	Colchester	77,100	88,665
New Fairfield	98,100	112,815	Norfolk	77,100	88,665	East Lyme	77,100	88,665
Newtown	98,100	112,815	North Canaan	77,100	88,665	Franklin	77,100	88,665
Norwalk	115,500	132,825	Plymouth	77,100	88,665	Griswold	77,100	88,665
*Targeted Areas	138,600	161,700	Roxbury	98,100	112,815	Groton	77,100	88,665
Redding	98,100	112,815	Salisbury	77,100	88,665	*Targeted Areas	92,520	107,940
Ridgefield	98,100	112,815	Sharon	77,100	88,665	Lebanon	77,100	88,665
Shelton	84,925	97,665	Thomaston	77,100	88,665	Ledyard	77,100	88,665
Sherman	98,100	112,815	Torrington	77,100	88,665	Lisbon	77,100	88,665
Stamford	115,500	132,825	*Targeted Areas	92,520	107,940	Lyme	79,500	91,425
*Targeted Areas	138,600	161,700	Warren	77,100	88,665	Montville	77,100	88,665
Stratford	84,925	97,665	Washington	98,100	112,815	New London *All Areas	92,520	107,940
Trumbull	84,925	97,665	Watertown	77,100	88,665	North Stonington	77,100	88,665
Weston	115,500	132,825	Winchester	77,100	88,665	Norwich	77,100	88,665
Westport	115,500	132,825	Woodbury	77,100	88,665	*Targeted Areas	92,520	107,940
Wilton	115,500	132,825				Old Lyme	77,100	88,665
			Middlesex County			Preston	77,100	88,665
Hartford County			Chester	89,800	103,270	Salem	77,100	88,665
Avon	77,100	88,665	Clinton	78,320	90,070	Sprague	77,100	88,665
Berlin	77,100	88,665	Cromwell	77,100	88,665	Stonington	77,100	88,665
Bloomfield	77,100	88,665	Deep River	89,800	103,270	Voluntown	79,500	91,425
Bristol	77,100	88,665	Durham	77,100	88,665	Waterford	77,100	88,665
Burlington	77,100	88,665	East Haddam	77,100	88,665			
Canton	77,100	88,665	East Hampton	77,100	88,665	Tolland County		
East Granby	77,100	88,665	Essex	89,800	103,270	Andover	77,100	88,665
East Hartford	77,100	88,665	Haddam	77,100	88,665	Bolton	77,100	88,665
East Windsor	77,100	88,665	Killingworth	78,320	90,070	Columbia	77,100	88,665
Enfield	77,100	88,665	Middlefield	77,100	88,665	Coventry	77,100	88,665
*Targeted Areas	92,520	107,940	Middletown	77,100	88,665	Ellington	77,100	88,665
Farmington	77,100	88,665	*Targeted Areas	92,520	107,940	Ellington	77,100	88,665
Glastonbury	77,100	88,665	Old Saybrook	77,100	88,665	Hebron	77,100	88,665
Granby	77,100	88,665	Portland	77,100	88,665	Mansfield	77,100	88,665
Hartford *All Areas	92,520	107,940	Westbrook	89,800	103,270	Somers	77,100	88,665
Hartland	77,100	88,665				Stafford	77,100	88,665
Manchester	77,100	88,665	New Haven County			Tolland	77,100	88,665
Marlborough	77,100	88,665	Ansonia	84,925	97,665	Union	77,500	89,125
New Britain	77,100	88,665	*Targeted Areas	92,520	107,940	Vernon	77,100	88,665
*Targeted Areas	92,520	107,940	Beacon Falls	84,925	97,665	Willington	77,100	88,665
Newington	77,100	88,665	Bethany	78,320	90,070			
Plainville	77,100	88,665	Branford	78,320	90,070	Windham County		
Rocky Hill	77,100	88,665	Cheshire	78,320	90,070	Ashford	77,100	88,665
*Targeted Areas	92,520	107,940	Derby	84,925	97,665	Brooklyn	77,100	88,665
Simsbury	77,100	88,665	East Haven	78,320	90,070	Canterbury	77,100	88,665
South Windsor	77,100	88,665	Guilford	78,320	90,070	Chaplin	77,100	88,665
Southington	77,100	88,665	Hamden	78,320	90,070	Eastford	77,100	88,665
Suffield	77,100	88,665	Madison	78,320	90,070	Hampton	77,100	88,665
West Hartford	77,100	88,665	Meriden	78,320	90,070	Killingly	77,100	88,665
Wethersfield	77,100	88,665	*Targeted Areas	92,520	107,940	Plainfield	77,100	88,665
Windsor	77,100	88,665	Middlebury	77,100	88,665	Pomfret	77,100	88,665
Windsor Locks	77,100	88,665	Milford	84,925	97,665	Putman	77,100	88,665
			Naugatuck	77,100	88,665	Scotland	77,100	88,665
Litchfield County			New Haven *All Areas	92,520	107,940	Sterling	77,100	88,665
Barkhamsted	77,100	88,665	North Branford	78,320	90,070	Thompson	77,100	88,665
Bethlehem	77,100	88,665	North Haven	78,320	90,070	Windham	77,100	88,665
			Orange	78,320	90,070	*Targeted Areas	92,520	107,940
			Oxford	84,925	97,665	Woodstock	77,100	88,665
			Prospect	77,100	88,665			

Note: There are some exceptions to the statewide limits. Check the list above for the limit in the town where you are purchasing a home. All towns are listed alphabetically by county.

* Targeted Areas allow for higher income and sales price limits. Please see below for specific census tracts in Targeted Areas.

TARGETED CENSUS TRACTS

Sales price and income limits are listed by County/town in alphabetical order on the insert in the back pocket. Targeted areas are denoted with an (*). If the property you are purchasing is located in a targeted area, please note that in these areas, only your income can be higher than what is listed.

Targeted Area	Eligible Census Tracts
Ansonia	1252-1254
Bridgeport	ALL
Danbury	2101, 2102, 2107
Enfield	4801, 4806
Groton	7022.02, 7023, 7025
Hartford	ALL
Meriden	1701-1703, 1709, 1710, 1715
Middletown	5411, 5415-5418
New Britain	4153, 4156, 4159-4163, 4166, 4171-4173
New Haven	ALL
New London	ALL
Norwalk	0434, 0437, 0438, 0440-0442, 0444, 0445
Norwich	6964, 6967, 6968
Rocky Hill	4902
Stamford	0201, 0214-0217, 0221-0223
Torrington	3101-3103, 3108
Waterbury	ALL
Windham	8006

TARGETED CENSUS TRACTS

Sales price and income limits are listed by County/town in alphabetical order on the insert in the back pocket. Targeted areas are denoted with an (*). If the property you are purchasing is located in a targeted area, please note that in these areas, only your income can be higher than what is listed.

Targeted Area	Eligible Census Tracts
Ansonia	1252-1254
Bridgeport	ALL
Danbury	2101, 2102, 2107
Enfield	4801, 4806
Groton	7022.02, 7023, 7025
Hartford	ALL
Meriden	1701-1703, 1709, 1710, 1715
Middletown	5411, 5415-5418
New Britain	4153, 4156, 4159-4163, 4166, 4171-4173
New Haven	ALL
New London	ALL
Norwalk	0434, 0437, 0438, 0440-0442, 0444, 0445
Norwich	6964, 6967, 6968
Rocky Hill	4902
Stamford	0201, 0214-0217, 0221-0223
Torrington	3101-3103, 3108
Waterbury	ALL
Windham	8006

Revised: April 7, 1983
Approved: April 12, 1983
(as corrected)
Amended: September 27, 1983
Amended: December 20, 1983
Amended: September 22, 1987
Amended: May 9, 1989

TOWN ADMINISTERED
MODERATE PRICE HOUSING PROGRAM

ARTICLE I: GENERAL

Section 1: Scope. The Town Administered Moderate Price Housing Program (hereinafter referred to as "Program") is designed to aid and assist the sale and resale of moderate price, owner occupied, single-family housing units. These regulations will provide for the screening and qualifying of applicants for initial (new) unit purchases; for the screening and qualifying of applicants for subsequent unit purchases, creating a waiting list of potential unit purchasers; for the supervision of resale of units especially with regard to the determination of sale price and qualified subsequent purchases; and, for the administration of the Program.

Section 2: Application of Regulations. Hereafter, all single-family housing units, whether in multi or single-family dwellings, that are dedicated to the Program, shall be governed by these regulations with regard to sale procedures, resale procedures, qualification of purchasers, and sale and resale price.

Section 3: Administration. These regulations and the single-family housing units governed by them shall be administered by the Glastonbury Housing Authority (hereinafter referred to as the "Authority").

Section 4: Definitions. For the purpose of these regulations certain terms and words are defined herein. Words used in the present tense include the future; the singular number includes the plural and the plural the singular and the word "structure" includes the word "building".

Family. Two or more persons, related by blood, marriage, legal adoption or legal guardianship, living and cooking together in the same dwelling unit as a single housekeeping unit. The persons constituting a family may also include foster children when a married couple permanently reside in the same single-family housing unit as foster parents, and gratuitous guests and domestic servants. A roomer, boarder, lodger or occupant of supervised group quarters, regardless of relationship or ownership, shall not be considered a member of a family.

Moderate-Priced Housing Unit. For a two-bedroom unit, a residential housing unit with a sale price that does not exceed 2.5 the yearly income for a family of four at the moderate income level in the Hartford County suburbs as defined by the Connecticut Housing Finance Authority (hereinafter referred to as "CHFA"); for a three-bedroom unit, a residential housing unit with a sale price that does not exceed 2.5 the yearly income limit for a family of five at the moderate income level in Hartford County suburbs as defined by the CHFA.

Mortgage Payments. The total amount paid by a mortgagee over a one-year period including mortgage payments (principal and interest), Town real property taxes, condominium fees, and property insurance.

Multiple-Family Dwelling. A residential structure containing two or more single-family housing units.

Single-Family Dwelling. A residential structure containing one single-family housing unit.

Single-Family Housing Unit. A suite of two or more rooms whether contained in a single-family dwelling or a multiple-family dwelling designed for or occupied by one family or an individual or 2 unrelated individuals for living and sleeping purposes and having only one kitchen or kitchenette.

ARTICLE II: DEDICATION OF SINGLE-FAMILY
HOUSING UNITS TO THE MODERATE PRICE HOUSING PROGRAM

Section 1: Dedication. The Town Council shall, by resolution, dedicate specific single-family housing units to the Program.

Section 2: Agreement With Record Owner. Prior to dedication, the record owner of the single-family housing unit or units, shall execute an agreement with the Town of Glastonbury consenting to the dedication and agreeing to comply with terms of this resolution.

Section 3: Recording of Instrument. After dedication, the Town of Glastonbury will cause to be recorded on the Land Records an instrument in the form of a covenant running with the land and binding upon the heirs, executors, administrators and assigns of the record owner, establishing said dedication.

Section 4: Compliance with Building & Zoning Regulations. No single-family housing unit shall be accepted for dedication to the Program unless the dwelling containing said housing unit complies with the Basic Building Code of the State of Connecticut and the Town of Glastonbury, and the Building-Zone Regulations of the Town of Glastonbury, as amended and in force at the time of dedication.

Section 5: Release of Dedication. The Town Council may, by resolution, for any reason it deems appropriate release from dedication any single-family housing unit previously dedicated to this Program.

ARTICLE III. ELIGIBILITY

Section 1: Eligible Persons. The Program will be open to a family with 2 to 6 persons, an individual or 2 unrelated individuals living and cooking together in the same dwelling unit as a single housekeeping unit. The husband, wife, father, mother or head of household of such family or an individual or 2 unrelated individuals shall apply by completing and submitting an application provided by the Authority, together with any pertinent financial data deemed required by the Authority.

Section 2: Relationship of Family Size to Number of Bedrooms. A family with 2 to 4 members will be eligible for a two-bedroom unit, and a family with 3 to 6 members will be eligible for a three-bedroom unit. No distinction shall be made between adults and children for the purpose of counting family members.

An individual or 2 unrelated individuals shall be eligible only for a two-bedroom unit.

Section 3: Income Limitation. No single-family housing unit dedicated to the Program shall be offered for sale or sold to any family or an individual or 2 unrelated individuals whose aggregate income exceeds one hundred twenty (120%) percent of the moderate income level in the Hartford County suburbs as defined by CHFA in effect on the date when the individual units are sold.

Section 4: Preference for Moderate Income Families.

Notwithstanding the provisions of Section 3, the Authority shall give priority to all families whose aggregate income does not exceed one hundred (100%) percent of the moderate income level in the Hartford County suburbs as defined by CHFA in effect on the date when the individual units are sold.

The Authority shall give first priority to families: second priority to an individual: and third priority to 2 unrelated individuals. The Authority shall also give priority to households with largest number of permissible individuals. The Authority shall apply this priority system in the manner deemed by it to best effectuate the intention and purpose of the program.

Section 5: Home Mortgage Requirement. Each family or individual or 2 unrelated individuals whose aggregate income is within the guidelines set forth in Sections 3 or 4 above, must also qualify for a home mortgage issued by an institution qualified or permitted to grant mortgage loans in the State of Connecticut.

Section 6: Maximum Asset Limitation. No moderate income family or individual or 2 unrelated individuals shall be eligible for participation on this Program if he or she or they have aggregate assets that exceed certain limits as determined by the Authority to best effectuate the intention and purpose of the Program.

ARTICLE IV: USE OF PREMISES

Section 1: Residential Use. All single-family housing units dedicated to the Program shall be used for residential purposes only for as long as said unit is so dedicated; any additional uses permitted by the Town Zoning Regulations in the zone where said unit is located, notwithstanding.

Section 2: Owners Must Occupy Units. All owners of single-family housing units must be occupiers of the unit they own.

Section 3: Structural Modifications. Any structural modification of a single-family housing unit dedicated to the Program shall be first approved by the Authority before it is commenced. Ordinary repair, replacement and decorating shall not require prior approval. The Authority shall not permit any structural changes that will substantially increase or decrease the number of bedrooms in the unit.

ARTICLE V: REALE OF UNITS

Section 1: Right to Sell. A unit owner may sell his unit at any time, provided he complies with the regulations concerning the resale of units.

Section 2: Resale Price Formula. (a) A single-family housing unit shall be sold at a price which does not exceed the number obtained by multiplying the original purchase price by one (1), plus the percentage increase in the U.S. Bureau of Labor Statistics, Consumer Price Index, for housing, in the Shelter, Home Purchase category (hereinafter referred to as "CPI Home Purchase") in the year of contemplated sale, over the value for said Index as it existed in the year of original purchase (base period); or (b) single-family housing unit shall be sold at a price which does not exceed the number obtained by multiplying the original purchase price by one (1) plus the percentage increase in the Connecticut Housing Finance Authority ("CHFA") use home price ceiling ("Index") for Hartford County in effect at the time the unit is placed on the market, from the value of said CHFA Index as it existed at the date of original purchase whichever is greater. If there is no increase in the CPI Home Purchase or the CHFA used home price ceiling between the base period and the year of sale, the unit owner shall not sell said unit for more than its original price.

Section 3: Authority to Determine Maximum Resale Price and Eligibility of Subsequent Purchaser. Prior to offering a single-family housing unit for sale, the unit owner shall apply to the Authority for a determination of the maximum resale price for that unit. Any contract for sale of said single-family housing unit shall be conditioned upon the prospective purchaser's ability to comply with the requirements of ARTICLE III, ELIGIBILITY.

Section 4: Additions to Resale Price. The actual cost of any structural modifications approved by the Authority may be included in the determination of resale price. Subsequent to granting approval of the structural modification, the Authority shall approve the actual cost of the modification that will be added to the initial purchase price. The actual cost will be determined on the basis of actual receipts or itemized billings or whatever other proof the Authority deems appropriate. After its construction, the value of said modification, for resale purposes may increase due to increases in the CPI Home Purchase category or the CHFA used home price ceiling, whichever index is used by a unit owner. That increase, if any, shall be determined in the same manner that increases in selling price are determined pursuant to Section 2, with the CPI or CHFA used home price ceiling in effect on the day the actual cost is approved by the Authority utilized as the base period. This section shall only apply in those instances when the resale price of the unit is calculated in accordance with Section 2 (a) of this Article.

Section 5: Failure of Resale. In the event that a resale cannot be concluded within a six-month period, and, said failure to close on a sale is through no fault of the selling unit owner but, either because of the unavailability of a qualified subsequent purchaser or the unavailability of mortgage funds or the unavailability of mortgage funds at an economically viable interest rate then, the Authority may purchase said single-family housing unit. Said right to purchase said unit shall be exercised within thirty (30) days after the receipt of notice from said selling unit owner of the inability to conclude a sale. The selling price to the Authority will be the same price as determined by the provisions of this ARTICLE V. If the Authority fails to exercise its right to purchase, then said selling unit owner shall be permitted to sell or otherwise dispose of said unit free from the covenants and restrictions contained in the instrument of dedication filed on the Land Records and the Authority will release said unit from the provisions of this Program.

ARTICLE VI: CONDITION OF DEDICATED
SINGLE-FAMILY HOUSING UNITS

Section 1: Requirement to Maintain Condition. All single-family housing unit owners are required to take good care of their units and commit and permit no waste. When a unit is offered for sale the Authority shall cause the unit to be inspected and appraised. The unit owner shall be given notice if any portions of the unit or any fixture or equipment which is a part thereof, is in disrepair or not in good working order.

Section 2: Repairs and Replacements. The unit owner may elect to complete the repairs or replacement himself, or, in the alternative, the total value of the items left unrepaired or not replaced shall be subtracted from the selling unit owner's distributable portion of the sale price of the unit. This amount shall be held in escrow by the Authority, and paid over to the purchaser of the unit when said purchaser presents evidence that the itemized repairs or replacements have been completed. If the purchaser of the unit fails to make said repairs or replacements, the Authority may make said repairs at its election, and charge said purchaser of the unit with any cost to the Authority in excess of the escrow amount.

ARTICLE VII: REMEDIES FOR DEFAULT

Section 1: In General. In the event of any default or breach of any covenants or provisions of the Program by any unit owner, or successor to such unit owner, such unit owner shall, upon written notice from the Authority, proceed immediately to cure or remedy the default or breach within thirty (30) days after the receipt of notice. Notice shall be sent by the Authority certified mail, return receipt requested, to the unit owner at the address of the unit. In the event that such action is not taken or not diligently pursued, or if the default or breach shall not be cured or remedied within a reasonable time, the Authority may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy a default or breach, including, but not limited to, legal proceedings to compel specific performance by the unit owner.

Section 2: Vesting of Title in the Authority. In the event that a unit owner shall fraudulently procure title to a moderate priced housing unit dedicated to this Program or in the event he should abandon said unit; or if the unit owner shall fail to pay real estate taxes or assessments on the unit or any part thereof when due, or shall place on said unit any encumbrance or lien unauthorized by the Deed or the Authority, or shall suffer any levy or attachment to be made or any materialmens' or mechanics' liens or any other unauthorized encumbrance or lien and said taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged within thirty (30) days after written demand by the Authority to do so; or if there is any effort to transfer or attempt to transfer the single-family housing unit in violation of the covenants and restrictions contained in the Deed, or in violation of the provisions of this Program, then the Authority shall have the right to re-enter and take possession of the single-family housing unit and to terminate the estate conveyed by Deed to the unit owner.

It is the intent of this provision, together with other provisions of this Program, that the conveyance of the single-family housing unit to the unit owner shall be made upon, and the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the unit owner as specified above, failure on the part of the unit owner to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such notice, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interests in and to

the single-family housing unit conveyed to the unit owner, and any such title and all rights and interests of the unit owner, and any assigns or successors in interest to and in the single-family housing unit, shall rest in the Authority; Provided, That such condition subsequent and any vesting of title as a result thereof in the Authority shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized and issued by a recognized lending institution for the purchase, repair or improvement of the single-family housing unit.

Section 3: Resale of Acquired Property. Upon the vesting in the Authority of title to the single-family housing unit the Authority shall use its best efforts to resell the property subject to whatever mortgage liens exist as soon as, and in such manner as, the Authority shall find feasible and consistent with the objectives of this Program to a qualified and responsible party eligible to participate in the Program. Upon the resale of the single-family housing unit, the proceeds shall be applied:

(A) First, to reimburse the Authority, for all costs and expenses incurred by the Authority in connection with the reacquisition, management, and resale of the unit; all taxes, assessments and other utility charges with respect to the unit; any payments made to discharge any encumbrances or liens existing on the unit; and

(B) To reimburse the unit owner up to an amount equal to the permissible sale price as set forth under the resale provisions of this Program less the expenses set forth in subparagraph A above.

(C) Any balance remaining after reimbursements shall be retained by the Authority as its property.

Section 4: Rights of the Authority. The Authority shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this ARTICLE VII, including also the right to execute and record or file on the Land Records of the Town of Glastonbury a written declaration of the termination of all the right, title and interest of the unit owner, and its successors in interest and assigns, in the single-family housing unit, and the vesting of title thereto in the Authority: Provided, That any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this ARTICLE VII shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved; nor shall any waiver in fact made by the Authority with respect to any specific default by the unit owner under this Section be considered or treated as a waiver of the rights of the Authority with respect to any other default by the unit owner under this ARTICLE VII or with respect to the particular default except to the extent specifically waived in writing.

Section 5: Enforced Delay In Performance for Causes Beyond Control of Any Party. For the purpose of any of the provisions of this Program, neither the Authority nor the unit owner, as the case may be, nor any successor in interest, shall be considered in breach of, or in default in, its obligations with respect to this Program in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, act of God, acts of the public enemy, acts of the Federal, State, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority or of the unit owner with respect to the provisions of this Program shall be extended for the period of the enforced delay as determined by the Authority: Provided, That the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

ARTICLE VIII: AMENDMENTS AND TERMINATION

Section 1: Amendments. This Program may be amended by the Town Council at any time after its commencement, provided, however, that no amendment shall provide a greater burden or restraint to those units and unit owners who purchased their single-family housing units prior to the adoption of any such amendment unless said unit owners consent to such amendment:

Section 2: Termination. It is the intention of the Town Council that this Program shall be continued unless it is determined by the Town Council that no need exists for Town sponsored Moderate Cost Housing.

EXHIBIT A

AGREEMENT FOR DEDICATION

AGREEMENT MADE AND ENTERED INTO this day of
199 , by and between the TOWN OF GLASTONBURY, a municipal corporation
organized and existing under the laws of the State of Connecticut, with
its offices at 2155 Main Street, in the Town of Glastonbury, County of
Hartford and State of Connecticut (hereinafter referred to as "TOWN"),
and

with its offices at
Connecticut (hereinafter referred to as "DEVELOPER").

W I T N E S S E T H :

WHEREAS, the TOWN has adopted a Moderate Priced Housing Program
(MPHP) approved, April 12, 1983, and amended on September 27, 1983,
December 20, 1982, September 22, 1987, and May 9, 1989, which MPHP is
recorded in the Land Records of the Town of Glastonbury in Volume 283 at
Page 56; and

WHEREAS, the DEVELOPER has applied for approval of a Planned Area
Development (PAD) pursuant to Section 4.12 of the Building-Zone
Regulations of TOWN; and

WHEREAS, TOWN and DEVELOPER, pursuant to the PAD regulations and
the MPHP, have agreed to dedicate certain units to the MPHP.

NOW, THEREFORE, the parties hereto, their heirs, executors,
successors and assigns in consideration of Ten (\$10.00) Dollars and
other good and valuable consideration hereby agree as follows:

1. CONSENT TO DEDICATION: DEVELOPER hereby consents to the
dedication of and hereby dedicates the following units to the MPHP of
the TOWN and agrees to comply with each and every term, condition and
requirement of said Program:

2. COVENANT RUNNING WITH THE LAND: In furtherance of said dedication, the DEVELOPER agrees to execute an instrument in the form of a Covenant Running With The Land committing the units described in Paragraph 1 above to the MPHP.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF GLASTONBURY

By _____

Its
Hereunto Duly Authorized

DEVELOPER

By _____

Its
Hereunto Duly Authorized

EXHIBIT B

RESOLUTION OF DEDICATION

WHEREAS, the TOWN OF GLASTONBURY (TOWN) has adopted a Moderate Priced Housing Program (MPHP), approved, April 12, 1983, and amended on September 27, 1983, December 20, 1983, September 22, 1987, and May 9, 1989, which Moderate Priced Housing Program is recorded in the Land Records of the Town of Glastonbury in Volume 283 at Page 56; and

WHEREAS, (DEVELOPER) has applied for approval of a Planned Area Development (PAD) pursuant to Section 4.12 of the Building-Zone Regulations of the TOWN; and

WHEREAS, DEVELOPER and TOWN entered into an Agreement dated , 199 , in which DEVELOPER consented to the dedication of the following units to the MPHP and agreed to comply with each and every term, condition and requirement of said Program:

NOW THEREFORE, the TOWN OF GLASTONBURY acting by and through its Town Council, hereby dedicates the above-described units to the uses and purposes of the Moderate Priced Housing Program of the TOWN OF GLASTONBURY.

Dated at Glastonbury, Connecticut, this day of ,
199 .

Certified True & Accurate Copy

EXHIBIT C

COVENANT RUNNING WITH THE LAND

WHEREAS,
with its offices at
Connecticut , ("DEVELOPER"), is the owner of certain premises
known as

WHEREAS, the Town of Glastonbury, a municipal corporation having its territorial limits within said County and State, has adopted a Moderate Priced Housing Program ("MPHP"), approved April 12, 1983, and amended on September 27, 1983, December 20, 1983, September 22, 1987, and May 9, 1989, which Moderate Priced Housing Program is recorded in the Land Records of the Town of Glastonbury in Volume 283 at Page 56; and

WHEREAS, the DEVELOPER has entered into an Agreement with the Town of Glastonbury on , 199 , whereby the DEVELOPER agreed that the following residential housing units would be dedicated to the MPHP as more specifically described as follows:

