



Healthy Homes

City of Cleveland Department of Public Health
Lead Safe Living – Healthy Homes
GRANT APPLICATION- INSTRUCTIONS

NOTICE:

TO BE ELIGIBLE, THE HOUSEHOLD MUST BE LOW TO MODERATE INCOME (SEE THE ATTACHED CHART, PAGE 3) AND THERE MUST BE A CHILD UNDER AGE 6 LIVING IN THE HOME OR VISITING THE HOME MORE THAT 20 HOURS PER WEEK.

NO OWNER OF RENTAL PROPERTY MAY RAISE RENTS AS A DIRECT RESULT OF THE BENEFITS RECEIVED UNDER THIS GRANT.

WHAT THIS APPLICATION CONTAINS

This application has forms for enrolling one unit. Additional units or properties must be submitted on additional applications.

- 1. APPLICATION: The Application must be filled in completely (Sections A-G, pages 2, 4 if applicable, 5 and 7) and the documents below submitted with the application.
- The Occupant (tenant), if applicable) must sign the Agreement to Conditions, section E (page 4).
- The Property Owner must sign the Agreement to Conditions, section F, and the Agreement to Maintenance Conditions, Section G (pages 5, 7).

2. DOCUMENTS:

- A. INCOME: Proof of all Income for all persons living in the eligible household.
- Income tax form including Schedule E if applicable,
- Check Stubs or Letters for all jobs, self-employment, Soc Sec/SSI, Pension/VA, TANF, AFDC, Unemployment Benefits, Workers' Comp, Child Support, Alimony, others)
B. PROOF OF INSURANCE- The property owner must submit the declaration page of his/her property insurance.
C. BIRTH CERTIFICATES OR OFFICIAL BIRTH DOCUMENTS for all children under the age of 6 living in the unit(s) must be attached.
D. RECENT BLOOD SCREENING TEST- A recent blood lead test is required for all Children under 6 years of age at time of application before work can begin on the property. (Blood lead tests obtained within 6 months of initiation of the work are acceptable.)
E. IDENTIFICATION- Copies of the eligible applicant's driver's license or State ID

3. PROPERTY OWNER CONTRIBUTION REQUIREMENTS

The Lead Safe Home Program requires that a property owner contribute to the lead and environmental safety of his/her home.

- 1. Owner Occupied Single Family Home- The home owner must contribute at least \$500.00 to the project in direct funds or in-kind work on the home to reduce hazards*.
2. Rental Property- (all non-owner occupied property shall be considered rental property). The property owner shall contribute at least \$500.00 per unit to the project in direct funds or in-kind work on the home to reduce hazards.
3. Waiver of Contribution The program may waive contribution requirements in hardship cases.

*"In-kind work" is property repair that the property owner completes to make the unit(s) safer for occupants. The Lead Safe Living – Healthy Homes Program will provide a list of proposed repairs for the in-kind work. Such work must be completed before the Lead Hazard Control repairs are started by the Program.

Contact Information

Cleveland Department of Public Health Main (216) 664-4781
Lead Safe Living Healthy Homes Program Hotline (216) 263-LEAD (5323)
75 Erieview Plaza, 3rd Floor Fax (216) 664-3353
Cleveland, Ohio 44114



**City of Cleveland Department of Public Health
Lead Safe Living – Healthy Homes
GRANT APPLICATION**

A. Who is the Applicant?

An eligible property owner or an eligible occupant may apply

First Name		Initial	Last Name		
Street Address			City	State	Zip Code
Social Security #	Telephone # (best contact number)			Date of Birth	

B. What Property is to Be Enrolled For Hazard Control?

House Number	Street Name	Zip Code	Single <input type="checkbox"/>	Double* <input type="checkbox"/>	3 Units* <input type="checkbox"/>	Other* <input type="checkbox"/>
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*Needs extra applications

Is this property in violation of a city Code? NO YES HEALTH CODE HOUSING CODE OTHER CODE

C. Who stays in the home?

- Complete the chart below for anyone staying in the eligible person's home (use the back for more space).
- To be eligible, the household must be low to moderate income (see the attached chart, page 3) and there must be a child under age 6 living in the home or visiting the home more that 20 hours per week.

Name	Relationship to Applicant	Date Of Birth	Sex M/F	Race* (See below)	Monthly Income Amount
					\$
					\$
					\$
					\$
					\$
					\$

* A- African American; C- Caucasian; H- Hispanic; O- Other

D. Who is the Property Owner?

First Name		Last Name			
Street Address			City	State	Zip Code
Primary Telephone Number	Alternate Number				

INCOME GUIDELINES as of 4/1/2009

HOUSEHOLD SIZE	<30 % INCOME-MONTHLY	<30% INCOME-ANNUAL	VERY LOW INCOME-MONTHLY	VERY LOW INCOME-ANNUAL	LOW INCOME-MONTHLY	LOW INCOME-ANNUAL
1	\$1,088	\$13,050	\$1,813	\$21,750	\$2,900	\$34,800
2	\$1,408	\$16,900	\$2,071	\$24,850	\$3,313	\$39,750
3	\$1,533	\$18,400	\$2,329	\$27,950	\$3,729	\$44,750
4	\$1,554	\$18,650	\$2,588	\$31,050	\$4,142	\$49,700
5	\$1,679	\$20,150	\$2,796	\$33,550	\$4,475	\$53,700
6	\$1,804	\$21,650	\$3,000	\$36,000	\$4,804	\$57,650
7	\$1,929	\$23,150	\$3,208	\$38,500	\$5,138	\$61,650
8	\$2,050	\$24,600	\$3,417	\$41,000	\$5,467	\$65,600
9	\$2,175	\$26,100	\$3,542	\$42,500	\$5,592	\$67,100
10	\$2,300	\$27,600	\$3,667	\$44,000	\$5,717	\$68,600

HOUSEHOLD SIZE	MODERATE INCOME-MONTHLY	MODERATE INCOME-ANNUAL	200% POVERTY MONTHLY	200% POVERTY ANNUAL	MEDIAN INCOME
1	\$4,169	\$50,025	\$1,633.33	\$19,600.00	\$43,509
2	\$4,762	\$57,141	\$2,200.00	\$26,400.00	\$49,698
3	\$5,361	\$64,328	\$2,766.67	\$33,200.00	\$55,949
4	\$5,954	\$71,444	\$3,333.33	\$40,000.00	\$62,138
5	\$6,433	\$77,194	\$3,900.00	\$46,800.00	\$67,139
6	\$6,906	\$82,872	\$4,466.67	\$53,600.00	\$72,078
7	\$7,385	\$88,622	\$5,033.33	\$60,400.00	\$77,079
8	\$7,858	\$94,300	\$5,600.00	\$67,200.00	\$82,017
9	\$8,038	\$96,456	\$6,666.67	\$80,000.00	\$83,893
10	\$8,218	\$98,613	\$7,233.33	\$86,800.00	\$85,768



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E. TENANT/OCCUPANT AGREEMENT TO CONDITIONS

The current occupant of the property listed in section B above affirms that he/she desires to be enrolled in the City of Cleveland Lead Safe Living – Healthy Homes Program for repair of lead-based paint hazards, and hereby gives permission to the City of Cleveland to provide lead hazard reduction work at the property.

As a condition of participation in the Program, the current occupant acknowledges and agrees to the following:

- ✓ **That I will maintain the property free from dust, dirt and debris, and inform the property owner of any loose and flaking paint that I am aware of and keep the property free of debris and bare soil to the extent allowed by my agreement with the owner.**
- ✓ That the City of Cleveland will determine the specific scope of and extent of work to be performed at the property.
- ✓ That I will follow the instructions in the Lead Hazard Control Occupant Guide.
- ✓ That I will attend a workshop on lead safe home maintenance practices prior to the start of work funded by the Program.
- ✓ That I will indemnify and hold the City of Cleveland, its respective officers, agents, and employees, harmless from any and all liability suits, losses, judgments, damages, or any other demands arising out of the Lead Hazard Control Program or the actions or omissions of the Enrollee while performing its duties under this Agreement. This indemnification shall survive the term of this Agreement.

I further certify that the income for all persons in the home stated represents the total income for the past year prior to this application and I understand that my income and employment information is subject to verification by the City of Cleveland, Ohio.

I hereby grant permission to the City of Cleveland, Ohio, Lead-Safe Cleveland supervisors, inspectors, employees and contractors employed, to enter the premises listed in the application to perform work under Lead-Safe Cleveland.

I do hereby affirm under penalty of perjury that all information contained on the application is true and correct to the best of my knowledge and belief.

Tenant/Occupant Signature _____ Date _____



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F. PROPERTY OWNER AGREEMENT TO CONDITIONS

The Property Owner affirms that he/she owns the property described in section B above, and that he/she desires to be enrolled in the City of Cleveland Lead Safe Living – Healthy Homes Program to make the home lead safer, and hereby gives permission to the City of Cleveland to provide lead hazard reduction work at the property.

As a condition of participation in the Program, I acknowledge and agree to the following:

- ✓ **That I will continue to keep the lead-safe units available to low-income residents for a period of not less than three years and will retain records of occupancy and marketing to low-income residents for not less than five years.**
- ✓ That the City of Cleveland will determine the specific scope of and extent of work to be performed at the property.
- ✓ That I received a copy of the City of Cleveland Department of Public Health Lead Hazard Control Occupant Guide and will follow all applicable guidelines listed in it.
- ✓ That I received information on lead safe home maintenance practices
- ✓ **That I am responsible for the non-lead repairs identified by the Lead Hazard Control Program and that lead hazard control will not begin until the repairs are completed and documented (In-kind work).**
- ✓ That I will maintain the property free from loose and flaking paint, use lead safe methods for future repairs, and keep the property free of bare soil.
- ✓ That I will indemnify and hold the City of Cleveland, its respective officers, agents, and employees, harmless from any and all liability suits, losses, judgments, damages, or any other demands arising out of the Lead Hazard Control Program or the actions or omissions of the Enrollee while performing its duties under this Agreement. This indemnification shall survive the term of this Agreement.

I hereby grant permission to the City of Cleveland, Ohio, Lead Safe Living – Healthy Homes Program its supervisors, inspectors, employees and contractors employed, to enter the premises listed in identified as the premise to under go lead hazard reduction to perform work under Lead-Safe Cleveland.

I, the undersigned, do affirm under penalty of perjury that the information contained in the application is true and correct to the best of my knowledge and belief.

Owner's Signature _____ Date _____

G. PROPERTY OWNER AGREEMENT TO MAINTENANCE CONDITIONS

Cleveland Department of Public Health Lead Safe Living – Healthy Homes Program

RECITALS:

1. The City's Department of Public Health, through its Lead Safe Living – Healthy Homes Program ("the Program"), its agents and subcontractors, will complete or have completed lead hazard control and/or other associated activities at the address indicated in section B above.
2. By way of receiving the benefits of the Program, the Property Owner has taken on certain continuing obligations. In consideration of the foregoing, and mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I. OBLIGATIONS OF THE PROPERTY OWNER

By executing this Agreement, the City and the Property Owner agree to be bound by this Agreement, and the Property Owner agrees to perform the following continuing obligations related to the properties identified in the above recitals:

1. To be responsible for monitoring surfaces with confirmed lead based paint to ensure surfaces do not become defective or hazardous.
- 2. The Risk Assessment Report previously forwarded to the property owner identifies all surfaces that tested positive for lead and these are subject to this agreement.**
3. To monitor any lead based paint surface noted on the Positives Report of the Risk Assessment Report to ensure that the surface does not become deteriorated creating a lead hazard.
4. To monitor the property at least once each Twelve (12) months and to keep written record of such monitoring.
5. To require that anyone performing maintenance on the Property for a fee will, at a minimum, hold a State of Ohio Lead Safe Renovator's certificate or its recognized equivalent.
6. To ensure that any person performing maintenance on any leaded surface is notified in writing that they are working on a lead based paint containing surface and will perform maintenance in a lead safe manner and in compliance with State and Local regulations.
7. Maintain all records of maintenance for a period of three years from the date of this Agreement.

ARTICLE 2. DEFAULT AND REMEDIES.

1. Property Owner shall be in default of this Agreement if the Property Owner fails to comply with the obligations identified in Article 1, above, or otherwise fails to maintain the Property free from lead hazards for a period of three (3) years from the date of this agreement.
2. Upon the City's determination that a default has occurred, and notice is provided pursuant to Article 4 below, the City may file a civil action with a court of competent jurisdiction to recover costs for the lead abatement work including all tenant relocation expenses.
3. Costs for lead abatement work shall include the City's legal fees for enforcement of this agreement, and those costs incurred for Hazard Control according to the specifications contained within the project folder and subsequently paid to the Construction Contractor, and relocation costs, if any.

ARTICLE 3. RIGHT TO RE-INSPECT THE PROPERTY

In addition to the remedies outlined above, the Property Owner agrees that the City, or its authorized agent, may re-inspect the property and shall, if requested by the City, notify any tenants occupying the

Property that the City is authorized to enter and re-inspect the Property. The Property Owner agrees that the City shall have the right to obtain a lawful order of entry.

ARTICLE 4. NOTICE

All notices which may be proper or necessary shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may designate for such purpose:

To the City

Department of Public Health
Lead Safe Living Healthy Homes
75 Erieview Plaza, 3rd Floor
Cleveland, Ohio 44114

To The Owner

Name
Address
City, State Zip

ARTICLE VI: CONSTRUCTION OF AGREEMENT

All terms used in this Agreement, regardless of number and gender, shall be construed to include any other number and any other gender, as the context or sense of this Agreement may require.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF,

To the City

Jonathon R. Brandt, RS
Project Director
Department of Public Health
Lead Safe Living Healthy Homes Program
75 Erieview Plaza, 3rd Floor
Cleveland, Ohio 44114

To The Owner

Owner Signature

Date