

## GRANT APPLICATION- INSTRUCTIONS

**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.**

1. **APPLICATION:** The Application must be filled in completely 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. **REQUIRED DOCUMENTS:**
  - A. **INCOME:** Proof of all Income (Monthly Amount - 90 day period) for all persons living in the eligible household.
    - ✓ **Signed Income tax form** including all schedules;
    - ✓ **3 months checking & savings statements**
    - ✓ **Check Stubs** Soc Sec/SSI award letter, Pension/VA award letter, AFDC, Unemployment Benefits letter, 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 start 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 Hazard Reduction grant program requires that a property owner contribute to the lead and environmental safety of his/her home.

1. **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\*.
2. **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. A list of proposed repairs for the in-kind work will be provided. Such work must be completed before the Lead Hazard Control repairs are started by the Program.

#### Contact Information



Main (216) 664-2045  
Hotline (216) 263-LEAD (5323)  
Fax (216) 420-7964

Department of Community Development  
Lead Hazard Control Program  
Cleveland City Hall – Room 302  
601 Lakeside Avenue  
Cleveland, Ohio 44114



**CITY OF CLEVELAND  
Cleveland Healthy Homes & Lead Program  
Lead Hazard Reduction Demonstration  
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Office Use	Parcel Number:	

Single  Double\*  3 Units\*  Other\*

House Number      Street Name      Zip Code

\*Needs extra applications

Additional units or properties must be submitted on additional applications. (example: double unit require two applications)

**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
			Cleveland	OH	
Social Security #		Telephone # (best contact number)		Date of Birth	

\*Race: (Check one)  Caucasian;  African American/Black;  Asian;  American Indian-Alaskan Native;  Native Hawaiian-Other Pacific Islander;  American Indian-Alaskan Native & White;  Asian & White;  Black-African American & White;  American Indian-Alaskan Native & Black;  Other Multi Racial

Ethnicity: (check one) Do you consider yourself to be:  Hispanic or Latino;  Not Hispanic or Latino

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

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).

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

**D. Who is the Property Owner?**

First Name		Last Name			
Street Address			City	State	Zip Code
Primary Telephone Number			Alternate Phone Number		
Home <input type="checkbox"/>	Cell <input type="checkbox"/>	Work <input type="checkbox"/>	Home <input type="checkbox"/>	Cell <input type="checkbox"/>	Work <input type="checkbox"/>
Email Address					
OFFICE USE:		Protect Your Home Pamphlet	DATE SENT/INITIAL		



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## INCOME GUIDELINES as of 12/1/2012

HOUSE HOLD SIZE	LOW INCOME <80%-MONTHLY	LOW INCOME <80%- ANNUAL
1	\$2,958	\$35,500
2	\$3,383	\$40,600
3	\$3,804	\$45,650
4	\$4,225	\$50,700
5	\$4,567	\$54,800
6	\$4,904	\$58,850
7	\$5,242	\$62,900
8	\$5,579	\$66,950

Please fill out for all people (including yourself) over 17 living in this property with you who are working or receiving financial assistance (attach additional pages if necessary):

Family member	1.	2.	3.	4.	5.
Employer Name					
Employer Address					
Monthly Wages					
Monthly Social Security					
Monthly Child support					
Monthly Pension					
Monthly Disability					
Monthly Public Assistance					
Other Monthly Income					
Other Monthly Income					
Total Monthly Income	\$	\$	\$	\$	\$

- Submission and approval of this application does not guarantee project funding.
- Processing and approval of complete applications may take 5 - 10 weeks.
- Submission and/or approval of this application does not exempt you from complying with open building code, housing choice voucher program, Cleveland Department of Public Health lead hazard control, or any other orders on your property. Remaining in compliance with any open orders is the responsibility of the property owner at all times.



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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 Hazard Reduction Demonstration grant 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 by the Program at the property. The written specifications will become part of this agreement and provided as a grant to the applicant.
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 Hazard Reduction Demonstration grant program 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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NO OWNER OF RENTAL PROPERTY MAY RAISE RENTS AS A DIRECT RESULT OF THE BENEFITS RECEIVED UNDER THIS GRANT.

**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 Hazard Reduction Demonstration grant 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 Community Development 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 Hazard Reduction Demonstration grant program its supervisors, inspectors, employees and contractors employed, to enter the premises listed in identified as the premise to undergo 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 \_\_\_\_\_



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## **G. PROPERTY OWNER AGREEMENT TO MAINTENANCE CONDITIONS**

### **RECITALS:**

1. The City's Department of Community Development, through its Lead Hazard Control 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.



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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 NOTICES

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

Lead Hazard Control Grant
Cleveland City Hall – Room 302
601 Lakeside Avenue
Cleveland, Ohio 44114

To The Owner

Name
Address
City, State Zip

Form with three rows for Name, Address, and 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

CHHL PROGRAM
Division of Neighborhood Services
Department of Community Development
Cleveland City Hall – Room 302
601 Lakeside Avenue
Cleveland, Ohio 44114
Ph: 216-664-4021 Fax: 216-420-7964

To The Owner

Owner Signature

Date

