



**City of Elmira, New York  
Department of Community Development**

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**Policies and Procedures**  
**Lead-Based Paint Hazard Control Program**  
**January 2020- January 2022**

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**EQUAL OPPORTUNITY EMPLOYER AND HOUSING AGENCY**

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## **1. General Program Overview**

The City of Elmira's Lead Based-Paint Hazard Control Program utilizes a Housing and Urban Development (HUD) Lead Based Paint Hazard Control Grant and Healthy Homes Grant to assist owner-occupants and rental property owners in performing lead hazard control activities on hazardous lead-painted surfaces in privately owned pre-1978 construction properties, prioritizing units with a child under the age of 6. The program is managed by the City of Elmira's Community Development Office. These Policies and Procedures document identifies the requirements of the program.

The program goal is to protect families from the negative health impacts of lead-based paint and provide lead-safe housing for children under the age of 6-years. Other goals and proposed outcomes will be to significantly reduce or eliminate childhood lead poisoning in the City of Elmira, to create a self-sustaining lead hazard control program, to provide lead hazard control and lead renovation skills training to contractors and individuals, and to perform outreach activities to promote lead safety and to promote program participation.

Limited Healthy-Homes related work can be performed in owner-occupied and rental properties receiving lead hazard control activities. Examples of healthy-homes related work include, but are not limited to safety interventions; uncontrolled water interventions, allergen and asthma control interventions and other program or HUD approved activities.

All Lead Hazard Control activities will be conducted in conformance with the protocols outlined in the HUD document entitled: Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 edition), and as it may be amended or revised in the future; New York State Public Health Laws and Regulations for Lead Poisoning, and Lead Abatement Consultants, Contractors and Workers Sec. 20-474 to 20-482; EAP 40 CFR part 745, and HUD 24 CFR part 35.

Units will be deemed eligible if located within the City of Elmira, have documented lead hazards, and be habitable; in a structurally sound condition, based upon a feasibility assessment by the Program Manager. The owner must hold a freehold estate in the property evidenced in a recorded deed to the property, and the occupant must be willing to participate in the program.

A property is deemed ineligible for the program if it is planned for demolition by the city, is under foreclosure or involved in bankruptcy proceedings, or is being sold or purchased under a land installment contract or lease-to-own contract, or does not pass the feasibility review by Program Staff.

## **2. Contracts (Grant or Loan) Terms**

A signed lien/mortgage agreement with the Property Owner and the City of Elmira and a Construction Agreement with the Property Owner and Contractor are the authorizing documents for the program to perform lead hazard control activities in a residential unit.

The program will record a Lien on the Property. The Program Manager will provide a recommendation and assessment for the grant or loan and a subsequent risk-assessment will be performed on the property.

The grant is a forgiven loan, after a three year affordability period. If the property is sold, ownership transferred, or the property owner(s) otherwise fail to abide by the conditions stipulated in the Period of Affordability agreement before the expiration of the three-year term, the balance of the grant must be repaid to the program. This is enforced through the City of Elmira's Law Department. The City, may, in its sole discretion, waive all or any part of the demand for repayment of said grant upon proof of hardship, such as death of an owner, dissolution of a marriage between owners, transfer of employment to a different geographical area, and illness or accident to an owner.

### **3. Statement of Nondiscrimination**

Property owner(s) applying for assistance under this program must follow Fair Housing Laws and Title VII of the U.S. 1968 Civil Rights Act. These prohibits the discrimination against individuals based on their race, color, creed, sex, religion, handicapped condition, or national origin, with respect to leasing and occupancy of the property belonging to the owner(s).

The City of Elmira is committed to creating equal housing opportunities and prohibiting discrimination for all persons in housing on the basis of race, color, religion, sex, national origin, disability, and familial status under the federal Fair Housing Act. In addition to the classifications covered under federal law, the City recognizes the following protected classes which are also covered under New York State Human Rights Law: age, sexual orientation, marital status, military status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

The City of Elmira encourages the use of minority and women owned businesses (MWBEs). The Department of Community Development is always looking to add certified and insured MWBEs to our list of contractors which is provided to property owners who participate in all our housing rehabilitation programs.

### **4. Unit Eligibility**

The unit eligibility and client priority will be managed by the Program Manager and Program Coordinator. After all minimum criteria are met; units will be prioritized to meet the needs of children with identified elevated blood lead levels; units with children under age 6; and units with women of childbearing age.

The unit must have been built prior to 1978. The Property Tax payment and homeowner's insurance must be current.

- **Owner-Occupied units**, which are the primary residents of the family, must have family income below 80% of Area Median Income. Not less than 90% of the units assisted will be occupied by a child under age 6. So, staff will prioritize those units with a child less than six years of age who resides or spends a significant amount of time in the unit or a unit where a pregnant woman resides. A visiting child who spends significant amount of time is defined as at least three hours per day on two separate days in a week (six hours per week

defined as at least three hours per day on two separate days in a week (six hours per week total), and at least 60 hours total per calendar year.

- **Rental units**/landlords participating in the program will require that at least 50% of the units' family income be at less than 50% of the Area Median Income. The remaining units must have a family income below 80% of Area Median Income. Property owner must give priority when renting the unit to families with a child under 6 years old for at least 3 years.
- **Multifamily rental units** (5 units or more) will not be eligible for this program.
- **All zero-bedroom units** must have a child under six must residing, visiting for a significant amount of time, or expected to reside in the unit. "Expected to reside" means there is actual knowledge that a child will reside in a dwelling unit. If a resident woman is known to be pregnant, there is actual knowledge that a child will reside in the dwelling unit.
- **Vacant units** may be eligible for lead-paint hazard control funds if the property owners agree to rent or sell the unit to a family with children under six years of age who qualify as low-income. The City of Elmira will allow no more than 10% of the total number of units (60) to be Vacant. For rental units, the landlord must also agree to sign a one-year lease with the family with an option for a second year. Additionally, the rental property owner must sign a participation agreement with the City of Elmira agreeing to give priority to families with children under the age of six for not less than three years following the completion of work. The Agreement will mandate that rental property owner(s) will adhere to Fair Market Rent values and market units to low-income families with children under the age of six and prohibits discrimination and retaliatory eviction. Rental property owner(s) are required to pay back the total amount of grant funds expended if they fail to meet program requirements for at least 3 years following completion of lead hazard control work (e.g. fair market rent values, renting to very-low or low-income families, and giving priority to families with children under age 6. Additionally, the vacant units must be rented or sold, and subsequently occupied, by an eligible family, within six months of receiving funds, or the property owner(s) must repay the funds to the City of Elmira.

### **Lead Safe Housing Registry**

The City of Elmira will maintain a web-based Lead Safe Housing Registry that is designed to enhance program effectiveness by listing units made lead safe. These units will be made available to income qualified families for no less than three years after receiving lead hazard control assistance through the grant program. The grant program will further fair housing by ensuring that all completed rental units will remain affordable and be marketed to priority populations for a minimum of 36 months following program activities.

### **Flood Plan Determination**

- All properties will receive a Standard Flood Hazard Determination
- Properties within the 100-year flood plain are not accepted to the program without evaluation and compliance with additional HUD requirements, including Federal Flood Insurance

## **5. Property-Owner Eligibility and Responsibility**

The owner of all eligible units selected for participation in the program will receive the following

services:

- Risk assessment and lead inspection including XRF dust wipe analysis and soil analysis as part of a risk assessment to determine the presence of lead-based paint and evaluate the potential lead hazards.
- Technical assistance from staff with lead hazard assessment, intervention strategies, specification development, contractor selection, and construction management
- Resident education and relocation assistance for tenants.
- Clearance testing at the completion of lead hazard control activities to insure units can be safely re-occupied. Technical assistance with Healthy Housing assessments, specification development, bidding and contractor selection, and construction management.

The property owner will complete the appropriate application with the Department of City of Elmira accurately and completely. Agree to temporarily relocate while the interior lead hazard control work is being performed. The owner must have a recorded deed (freehold estate title) to the property.

- If the property is in the name of a corporation the owner must provide a recorded deed in the name of the corporation, the corporation tax ID number (if they are not using their SSI number) and a properly certified document showing the authority of the signing corporate representative to sign for the corporation.
  - A property held by an individual or corporation shall not be admitted to the program if there are any outstanding federal, state, or local liens placed on the property, the owner, or the corporation, or if the owner or corporation are found to not be in non-compliance with any federal, state, or local laws, regulations, or ordinances.
- Land Installment Contract holders are not eligible for the program since they do not hold a freehold estate in the property.
- A title holder having a current Land Installment Contract agreement on a property cannot place the property in the program.
  - A mortgage for the program lead hazard control costs cannot be placed by a title holder on a property already under land contract
- Have property insurance through an insurance carrier equal to the total of all mortgages on the property including the planned grant funds.
  - The owner must agree to add the city as an additional mortgagee on the insurance certificate for the duration of the city's mortgage period.
  - The property insurance policy must reflect the requirement of the insurance company to notify mortgage holders 10 days before cancellation of the policy.
- If a rental, the owner agrees to make the property available to low-income families with children under the age of 6-years as a top priority for at least 3-years following completion of work performed by the program.
- The property must be current on all mortgage payments, taxes, water and sewer bills.
  - Program staff will check the owner credit report and tax obligations
  - The owner will be given the opportunity to get current, and must provide documentation of payment in full or of a payment plan agreeable to the entity owed and the Department Director.

Eligible owners must **NOT**

- Be in bankruptcy

- Be a current city employee, a member of City Council, an officer of the City of Elmira, or otherwise found to be ineligible for participation in city contracts by the Legal Department of the City of Elmira.
- Currently be non-compliant with a previous program loan or grant, other City or other development programs run by the City of Elmira.
- Currently be under investigation by the Chemung County Department of Health, the Environmental Protection Agency (EPA), or HUD for state or federal lead law violations, or other related laws or regulations set forth by federal, state, or local government entities and/or agencies
  - Owner is ineligible until payment in full for all previous outstanding program loans/grants or release of mortgage fees due to the City have been paid in full
  - The Program Manager will determine if the owner is credit worthy before entering into a new loan
- Previously be in non-compliance with any other City of Elmira rehabilitation programs
  - The Program Manager will determine eligibility, if this be the case.

## 6. Program Management and Evaluation

The Lead-Based Paint Hazard Control Program will be housed within the City of Elmira's Department of Community Development. The City of Elmira has a population of 29,204 residents. The City of Elmira envisions a Community Development Program that provides residents with a high quality of life in neighborhoods which are safe, clean and friendly. The focus of the Department is on providing a healthy supply of affordable, accessible and decent housing for low- and moderate-income homeowners and renters. The City's vision also includes investing in community and economic development projects that will revitalize and enhance the local commercial and industrial economy. The Department works with many agencies and operates several programs to accomplish these goals.

The Department of Community Development is overseen by a department head, who reports directly to the City Manager and the Mayor. The City of Elmira has six City Councilmembers who are elected for a four-year term, each of whom represents on a city district of approximately one square mile.

The Department of Community Development will be the lead department for the Lead Based- Paint Hazard Control Program and will have the following dedicated staff for the program: Program Director, Finance Director, Program Coordinator, and a Program Manager. For the Lead-Based Paint Hazard Control Program, the Department of Community Development, with support from the Chemung County Health Department, will serve as an advisor to the community and business interests, healthcare providers, public health officials, housing rehabilitation agencies, real estate firms, banks and lending institutions, and private contractors regarding lead-safe housing in the City of Elmira.

## 7. Program Staffing

**The Project Director is a full-time position** who oversees the entire Department. The position provides the direction and vision for programing and will ensure that the Lead Based-Paint Hazard Control Program has the necessary funding, legal and political support in-order to be successful. The Director will be responsible for: supervision of project staff and program policy, and implementation.

The Director will work closely with partner organizations to promote and administer the program successfully. The Program Director will be responsible for planning, directing and coordinating with other existing housing and housing related programs within the City of Elmira. Of the time the Director devotes to this program, 40% will be towards administrative oversight and 60% will be program implementation.

**The Finance Director is a full-time position** for the entire Department. The Finance Director is responsible for the fiscal oversight and fiduciary management of the department. The Finance Director will work closely with the Project Director and Program Manager to review all bid proposals for contracting services, review and process all payment requests, and submit and manage grant funding draws, and manage the financial accounting for the program. Of the time the Director devotes to this program, 100% will be towards administrative activities.

**The Program Manager is a full-time position, of which 100%** will be devoted to the management and implementation of the Lead-Based Paint Hazard Control Program. The Program Manager will be responsible for awarding contracts, issuing Notice to Proceeds, and will also assist in the relocation for clients. The Program Manager will work full-time to write lead hazard control work specifications and inspect the completed work for payment. The Program Manager will serve as the Lead Program's liaison to the Chemung County Lead Coalition. Additionally, the Program Manager will prepare contracts with contractors, grantees, and monitoring contracts for compliance. The Program Manager is responsible for all activities to be implemented/developed in the work plan; and, preparation of reports to HUD. The Program Manager will spend 35% on program administration and 65% on program implementation.

**The Program Coordinator is a full-time position in the Department, of which 25%** will be devoted to the Lead-Based Paint Hazard Control Program. The Program Coordinator will provide support in the administration, processing and management of clients' data, including conducting intakes and outreach to community members. The Program Coordinator will work closely with the Program Manager to facilitate and assist the day-to-day operations of the Lead-Based Paint Hazard Control Program. Of the time the Program Coordinator devotes to the program, 50% is administrative and 50% is program implementation.

#### **Department of Community Development Staff and Titles**

- Emma Miran, Director of Community Development, designated **Project Director**
- Missie Grover, Director of Finance
- Suzie Rundell, Grant Administrator
- Mitra Pratt, Program Manager
- Linda Sowers, Program Coordinator
- Lawrence Bocage, Inspector (part-time)

#### **8. Program Location – Target Area**

##### **Community Target Area and Need**

Chemung County has a 15.1% incidence of confirmed high blood lead levels (10 or higher 10 mcg/dl). Higher than the Finger Lakes Region (10%) and NYS (4.3%). (2013-2016 NYS Child Health Lead Poisoning Prevention Program Data as of June 2018).

Target Area Data	Target Area Results	Comparison Data	Comparison Data Results	Justification of need percentage
Pre-1978 Housing Units	11,956	Total Housing Units (ALL)	12,720	94%
# of Children under 6 years of age	2,188	Total Population (ALL AGES)	31,899	7%
# of Low-Income Families	6,826	Total Population	31,899	21%

According to 2000 Census the population of Chemung County was 91,070, and a third of the population residing in the City of Elmira. Research shows that children under age six are at greatest risk, particularly those who live in areas with high poverty, low educational attainment, and high percentage of black race. Table 1A and 1B summarizes these population risks.

**Table 1A: Overview of population at risk**

	Population 25+ not graduated from high school			Black		
	N	#	%	N	#	%
Elmira	19,147	4,936	25.8%	30,940	3,961	12.8%
Non-City*	41,649	5,971	14.3%	60,130	1,216	2%
County Total	60,796	10,907	17.9%	91,070	5,177	5.7%
State	12,542,536	2,626,324	20.9%	18,976,457	2,986,242	15.7%

\* Of those living outside the City of Elmira; includes other urban areas

**Table 1B: Overview of population at risk**

	Total Population		# of children <6 and under living in poverty			Population for whom poverty status is determined: Income in 1999 below poverty level		
	#	% of County total	N (total kids <6)	# kids <6 in poverty	% kids <6 in poverty	N	#	%
Elmira	30,940	34%	2,570	856	33.3%	27,237	6,286	23.1%
Non-City*	60,130	66%	3,840	547	14.2%	58,158	4,777	8.2%
County Total	91,070		6,410	1,403	21.9%	85,395	11,063	13%
State	18,976,457		1,491,866	308,272	20.7%	18,449,899	2,692,202	14.6%

\* Of those living outside the City of Elmira; includes other urban areas

The City of Elmira has higher risk factors than the remainder of the county. Housing units that were built before 1950, are rented (as opposed to owner occupied), and in poor condition are also more likely to have lead hazards. Elmira has approximately three quarters of the housing built before

1950 and 52% rented (Information obtained from final report: Childhood Lead Poisoning in Chemung County: Building Local Capacity and Coalitions, 2009).

The Greater Upstate Law Project Inc. illustrated cities in New York State with the highest number of high-risk households, defined as pre-1950 units owned or rented by low-income families with children under 6 years of age; out of 29 municipalities listed, Elmira is 19th highest for number of high-risk households.

## **9. Elevated Blood Levels**

The definition of elevated blood lead level for the City of Elmira is set by the New York State Department of Health Public Health (NYSDOH) Law (NYCRR Title X, part 67) in which the local health department complies. Section 67-1.1 defines an elevated blood lead level as a blood lead concentration equal to or greater than 10 micrograms per deciliter of whole blood. The NYSDOH revised the law, effective October 2019, to define an elevated blood lead level as a blood lead concentration equal to or greater than 5 micrograms per deciliter of whole blood.

The New York State Department of Health Public Health Law requires that “Physicians/authorized providers who provide medical care to children or pregnant women shall screen or refer them for screening for elevated lead levels at the intervals and using the methods specified in such regulations” (New York State Department of Health, June 2009). Testing must occur for children at well-child visits or at least annually for children at least six months of age but under six years of age. Pregnant women are assessed at each prenatal visit using a risk assessment tool and tested/referred if high risk.

The Chemung County Health Department receives lead test results of every test that is done for Chemung County children through the Health Commerce System. Those with elevated lead levels are targeted for case management, and the City of Elmira’s Lead-Paint Hazard Control Program. Prior to 2019, the Chemung County Health Department kept paper records of lead data; thereafter, the Department created an electronic file that tracks fingerstick results, venous results, which provider office the test came from, what the levels are, the number of admissions each month and totals for all the data entered.

The total population of children under the age of 6 for the City is 2,365 (American Community Survey, 2018). Prior to January 2019, it is estimated that each year between 2013 -2017, 1,600 to 1,900 lead tests were performed on children in Chemung County. In each of these years, greater than 10% of those tests were elevated above or equal to 5 mcg/dl. These levels remain elevated year after year. In 2013 through 2015, the rate per 1,000 tested children less than 6 years of age with confirmed lead levels greater than 10ug/dl in Chemung County was 21.2 (NYS rate = 5.1). The most relevant data available prior to January 2019 for the City is from the NYSDOH, in 2014 there were 429 tests, 15% of those tests were between 5mcg/dl – 10 mcg/dl. In 2018, there were 1,764 lead tests reported, 43 tests had blood lead levels over 10, 70% (30) of those were in the targeted zip codes. In 2019 so far (January-June), there were 914 lead tests reported, 20 tests had blood lead levels over 10.

The health department has data of children under age 6 with an elevated blood lead level of 5 µg/dL and above in the proposed target area(s); and (identify if these are new cases or ongoing monitoring test results when reported). The current number of children between January 2018 and June 2019 who tested with an elevated lead level above 5 for the targeted zip codes within Elmira is 298, which were all new cases. The data is shared at the bimonthly Chemung County Lead Coalition meeting and will be used to prioritize marketing, targeted education plans, and selection of housing units to recruit for the lead hazard control work under the grant. The goal of the program is to target lead safe housing in the City of Elmira as it includes the highest risk areas within Chemung County. The data reviewed also provides correlations with housing units and landlords to target specific referrals to work with those areas on assessments, practices, and repairs.

A capillary blood lead test will be recommended prior to lead hazard control activities and after LHC work for children under 6, referred to the program because of elevated blood levels. Children less than 6 years of age will be referred to their physician and/or the Chemung County Health Department.

All program partners will be asked to provide program information directly to their clients. Partners will not share client information with the program. Program partners may work with clients and the program to get clients signed up for the program but not without the presence and permission of their client.

#### **10. Health Insurance Portability and Accountability Act of 1996**

HIPAA guidelines will protect the medical information of a lead poisoned child. All medical information, including children's blood lead levels and protected health information, will be maintained by HIPAA trained staff. The City of Elmira will not provide, nor will be the sub-recipient of such medical information in regard to a lead poisoned child in the household. The information is not necessary for the purpose of this project. Follow up medical monitoring maybe completed by the Chemung County Health Department, along with the family's medical provider; however, the City of Elmira will not be involved with this process.

#### **11. Grievances and Appeals Rights and Procedures**

The City of Elmira's Lead Based-Paint Hazard Control Program is prohibited by federal law from discriminating on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, belief or citizenship.

If an applicant feels they have been subjected to discrimination under a program or activity funded by the program, they may file a complaint within thirty (30) days from the alleged violation. All complaints shall be submitted in writing. The person who has an alleged complaint will first meet with the Program Manager to explain the problem and together they shall attempt to resolve the issue informally. If the complaint remains dissatisfied, he/she must file within five (5) days, a written complaint to the Executive Director of the Department of Community Development, requesting an informal conference. The complainant and the Director will discuss the allegations and attempt to resolve the issue informally. The findings of the Executive Director will be submitted to the complainant not later than ten (10) days following the informal conference. If the

complainant is not satisfied with the written results from the Executive Director on the informal conference, he/she must so inform the Program Manager within five (5) days and request a separate review overseen by the City Manager to seek resolution of the issue. All involved parties have the right to be accompanied by an attorney or other authorized representative. Also, the involved parties have the right to present testimony and to bring witnesses and records.

A written decision will be issued to the complainant and all interested parties sixty (60) days and will include:

- 1). A synopsis of facts
- 2). A statement of reasons for the decision
- 3). Notification of recourse

If the complainant is still dissatisfied, or a decision is not received within the sixty (60) days of filing the complaint reviewed by one of the following: Office for Civil Rights, U.S. Department of Health and Human Services, Bureau of Civil Rights Compliance Department of Public Welfare, and/or the Civil Rights Commission.

## **12. Applicant Intake**

Properties within the City of Elmira, whose owners and/or tenants meet the requirements of program, will be eligible to participate in the program. Community involvement will be an important element in maintaining a successful program and sustained recruitment. The Program Manager will be responsible for monitoring recruitment and partner performance as well as implementation of outreach plans to ensure sustained recruitment. Outreach, education and training will occur throughout the service area.

Families of lead poisoned children will be the first priority and be moved ahead of other projects. Applications will generally be processed on a first come, first served basis. However, when there is a back-log of projects, units will be prioritized in the following order:

- *1 – units with a poisoned child under the age of six;*
- *2 – units where a child less than six years of age resides;*
- *3 – all other units.*

It is anticipated that, of the 60 units to be completed, approximately 30% will be owner-occupied and 70% rental. The majority are expected to be single-family housing, and 1 and 2-unit housing units.

The intake process is expected to take 3 months including the Inspections/Assessments and Procurement. An excel spreadsheet has been created to gather program data and track program process.

### **13. Lead-Paint Hazard Control Funding Process**

#### **Invoicing**

**Drawing and Approving Funds:** The program will follow HUD policy guidance 2015-01 in determining allowable costs. The Finance Director will submit detailed draw requests to the HUD, the week prior to City Council meetings. The Finance Director will process the eLOCCS portion of the draw and Program Manager will submit the draw request into HHMGS. The Finance Director will be responsible for maintain detailed program financial reports and providing detail program activity and status updates to the City.

**How funds will be dispersed to Contractors:** The Department will reimburse the service providers, Contractors, on a cost reimbursable basis. The Contractors will submit billing statements on a bi-weekly basis. Only those costs, which are determined to be allowable, allocable, and reasonable in accordance with the cost principles of OMB Circular A-87, and OMB Circular A-122 will be reimbursed. Licensed lead-based paint hazard control work contractors will enter into contracts with the owners of the units scheduled for lead hazard control work. The Contractor will be allowed periodic payments, bi-weekly, utilizing request for payment forms. These forms will be submitted to the Program Manager and Finance Director of the Lead-Based Paint Hazard Control Program. All work must be approved by the Finance Director and Program Manager before any payment is made. Absolutely no funding will be advanced to Contractor for labor or materials.

**Selection process for contractors:** A pool of qualified contractors shall be created during the startup phase of the grant period. This pool will be established by holding contractor meetings to discuss the grant & project work. Contractors interested in participating will be further screened to determine if they have the appropriate qualifications. If they do not have the appropriate training, they will be invited to participate in on-site training classes.

Contractors shall be added to the pool in the order that completed applications are received and required documentation is verified. As new Contractor applications and required documentation are received, each new Contractor shall be added to the bottom of the list. When a project is ready to be assigned to a Contractor, the Project Manager shall contact the first contractor on the list with the capacity to complete the work within the required timeframe. Work specifications on each unit will be written up and pricing determined from the Standard Component Price List. The Project Manager will review the work specifications with the Contractor as well as the overall price to ensure all components of the project have been quantified.

### **14. Income Verification Process**

The City of Elmira will determine and verify Household income using the annual income definition as defined in 24 CFR 5/609, commonly referred to as “Part 5 annual income.” Adjusted gross income is defined as gross income minus adjustments to income and as such applicants will be required to submit signed copies of their Federal Income Tax Returns, W-2s and most recent paystubs when submitting the application. Individuals, whose incomes fall below the standards to file a Federal Income Tax Return, will have to supply documentation regarding any income they

receive. During the application process, applicants will be required to provide documentation as follows:

- Welfare assistance;
- Payments in lieu of earnings, such as unemployment, disability compensation, work's compensation, and severance pay;
- Periodic and determinable allowances such as alimony and child support and regular contributions or gifts received from organizations or person not residing in the dwelling;
- All regular and special pay, and allowances of members of the Armed Forces (whether or not living in the dwelling) who are the head of the family or spouse;
- Relocation payments;
- If self-employed - two years of tax returns and W2s are required. Prior year's tax return must be submitted by all applicants who file an application after April 15<sup>th</sup>.
- If Federal Income tax returns are not available, the IRS Letter 1722 will be accepted only for persons who filed a Form 1040 EX or a 1040A ("long form") you must use IRS Form 4506 to request a copy of the tax return and it normally takes 15 days for the copy of the tax return to be returned to you. Individuals receiving pensions and/or social security and/or other earnings or periodic payments will be required to submit proof of such payments in a manner satisfactory to the Department of Community Development.
- Last 2 months of all employers check stubs for everyone in the household over the age of 18.
- Social Security Benefits - If you receive social security benefits, please provide a copy of your Award Letter as verification of benefit. You may contact the Social Security Administration office at 1-800-772-1213 to receive a copy of the letter.
- If anyone in the household is receiving child support, please submit documentation such as a divorce decree, Child Support Recovery Unit statement or other proof of support.
- If anyone in the household is receiving unemployment, a statement from the Workforce Development office is required. (We are also able to retrieve this information by submitting the authorization to release information form that you signed).
- If anyone in the household is receiving any other type of income (pension, FIP, rental income, etc.,) you will be required to submit appropriate documentation as well.
- Two months bank statements from all banks and/or lenders that you are affiliated with for everyone in the household over the age of 18 including all retirement accounts (computer printouts are only acceptable if they are an actual copy of the statement).
- Copy of the Homeowner's Insurance policy – **TO BE PROVIDED BY LANDLORD IF THIS IS A TENANT APPLICATION**

Also included in the application, is a release of information that will allow the program to complete 3<sup>rd</sup> party verifications. Likely 3<sup>rd</sup> party verifications are but not limited to: employer, Social Security Administration, Department of Human Services, and local Housing Authority. The program will use the income verification document review hierarchy as follows: 1. Hard copy third party (in-person, online, or fax) 2. Verbal Third Party documented by the program 3. Tenant/Landlord Declaration 4. Form HUD-50058.

1<sup>st</sup> Option (preferred method): Once all documents and verification are collected, Program Staff will utilize the HUD Income Calculator, to calculate applicant's income. This tool is found at: <https://www.hudexchange.info/incomecalculator>. This tool allows for all household member's to be accounted for as well as input all documentation collected by staff. After inputting all the income information, the tool allows for a printout, which will be placed in the file. Upon calculating the income, Program Staff will use the gross annual income to verify that the household qualifies.

2<sup>nd</sup> Option: Once all documents and verification are collected, Program Staff will utilize an excel spreadsheet to input all aspects of the verified income. This tool allows for all household member's to be accounted for as well as input all documentation collected by staff. After inputting all the income information, the tool allows for a printout, which will be placed in the file. Upon calculating the income, Program Staff will use the gross annual income to verify that the household qualifies. Staff will calculate household's income category based on percentage, this will be documented in the Program File.

### **15. Lien and Participation Agreement**

A lien and restrictive covenant will be executed with each project receiving grant funds or loan funds. Upon occurrence of any of the following events during the three-year long Affordability Period, the entire sum secured by the lien, without interest, shall be due and payable by the property owner upon demand. Repayment may be demanded upon: (1) Transfer or conveyance of the real estate by deed, land contract, lease, or otherwise, during the Affordability Period; (2) Commencement of foreclosure proceedings by any mortgagee (or deed in lieu of foreclosure), within the Affordability Period; (3) Units not being used as a residence by a qualifying tenant or not leased according to the grant Participation Agreement. The award recipient must execute and record a lien and restrictive covenant prepared by the City of Elmira.

### **16. Financial Assistance Property-Owner Guidance**

Grants with a ceiling of \$15,000.00 of lead hazard control funds will be available to owner-occupants and rental units for lead-based paint hazard control work. Within the City of Elmira Historic Districts, grants with a ceiling of \$20,000.00 will be available based on lead remediation costs being higher for historic rehab work. The eligible income level for these grants is at or below the 50-80% level of the median income, based on household size. If the total family income falls at or below the 50-80% level, the applicant will be eligible for a grant up to \$15,000.00 for the actual cost of the lead hazard control work. Additionally, units will be eligible for up to \$5,000 in home-repair funds that prioritize health and wellness related property repairs.

All owner-occupants would have to meet/agree to the following stipulations: 1) the assisted unit must

be the principal resident of the family; 2) the property taxes on the unit assisted must be either paid up-to-date or if in arrears no more than three years. If in arrears, arrangements must be made with the County Treasurer's Office for a tax payment schedule, and reviewed and approved by the Program Manager 3) the owner and occupant will have to comply with the lead hazard control strategy.

If a landlord owns and/or controls four or less rental units, the following will apply: A match of 10% of the total project cost of the lead hazard control work will be utilized for landlords whose units are occupied by tenants with income levels at or below 80% of the area median income level. The match is based on a ceiling of \$15,000 per unit (Lead Hazard Control) with an additional \$5,000 per unit in Healthy Home funding that is also available. The Lead Hazard Control Program may on a case-by-case basis, provide 0% loans to landlords, whose personal income is at or below 80% of the median income level, for their 10% matching share. This loan would be payable in full, when the property is sold or transferred.

If a landlord owns more than four units (this would include being involved in a corporation, which owns property), the following will apply: 1) the first four units would come under the guidelines for four or less units. A corporation will be treated as a landlord with an income level above the 80% level of the median income; 2) if a fifth or more unit is assisted, a 3% interest rate loan will be utilized for landlords whose units are occupied by tenants whose income levels are eligible. The maximum amount of the loan is \$15,000 per unit. This loan would be payable by monthly payments for a period of ten years. (3) All landlords must meet the following stipulations: a) the landlord must not raise the rent over the HUD fair market rate after the lead hazard control process has been completed and accepted; b) the landlord must give priority in renting units that are assisted, to families at or below the 80% level of the median income, and have a child under the age of six years living in the household. This priority would be for a period of not less than three years following completion of lead hazard control activities; c) the landlord must offer a one-year lease to the tenant(s) of any assisted unit. However, the tenant may choose not to accept this offer; d) a landlord must not terminate the tenancy of a tenant of rental housing assisted with Lead-Based Paint Hazard Control Funds except for serious or repeated violation of the term and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause; e) the property taxes on the unit(s) assisted must be paid up-to-date; f) the landlord's match money will be used first (before any Lead-Based Paint Hazard Control Funds) to pay for the hazard control work; g) the landlord will have to comply with the lead hazard control strategy established by the City of Elmira.

### **Property Maintenance**

The Healthy Homes and Lead-Paint program requires that the owner maintain the rehabilitated property in accordance with the all City building, health and fire codes and all municipal ordinances governing residential/rental properties. If it is determined that the property has not been maintained as required, the owner will be required to repay the remainder of the obligation as determined by the Declaration of Restrictions. Repayment of the remainder of the obligation will be requested at the Program Manager's discretion.

### **Fair Market Rental Rates**

The Rental Regulatory Agreement is based upon current HUD Fair Market Rental Rates, which are listed below.

Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2020 FMR	\$647	\$671	\$839	\$1,108	\$1,146

Rent increases will be considered when existing rents are below current Fair Market Rental Rates. Approved increases shall be applied equally to tenants over a three (3) year period and must not exceed Fair Market Rental Rates. Rent increases shall be approved by the Healthy Homes program upon submission of documentation by the owner reflecting an increase in annual expenses for taxes, insurance, heating and other utilities, as well as maintenance and operation costs. To assure compliance with the Rent Regulatory Agreement, tenants residing at a property that has received funding from Healthy Homes must verify that their rents are following HUD’s current Fair Market Rental Rates. Tenants must complete verification forms before and after the project. Information provided may be verified periodically by the Department of Community Development staff.

**The Program will be administered and monitored** by the City of Elmira Department of Community Development. The operational procedures will include the following components:

- (1) Application for grant, loan or matching funds the applicant will first complete a questionnaire form. The program guidelines and financial assistance will be reviewed and explained to the applicant. The applicant will then be given a packet of information containing guidelines, grievance procedures, and information on the dangers of lead-based paint. The applicant will sign a form acknowledging receipt of packet and will complete and sign all necessary verification forms.
- (2) Verification and work preparation - the staff will send out verification forms, verify ownership of property, inspect houses and write specifications. The owner must then approve the specifications. A written estimate of the lead hazard control costs and supplemental healthy home repair will be made and the bid package will be prepared.
- (3) Continuing administrative functions- staff will record applicant and contractor EEO information, maintain case records for all loans and grants, complete periodic status reports on all active cases, and keep a log on each contractor as to number of current jobs, satisfactorily completed jobs, complaints, resolution of complaints, and performance within allowed time period. Also, separate relocation files will be maintained for each applicant documenting his/her relocation.
- (4) Contractor Registration - Each contractor must have on file a completed contractor's questionnaire and, submitted proof of liability insurance and workers’ compensation. In addition, proof of licensure by the EPA for lead hazard control work must be on file. The Lead Program will establish a pool of lead-based paint contractors, the training of rehab contractors who do rehabilitation for other agencies.
- (5) Contractor Selection – As this is the first Lead-Based Paint Hazard Reduction Grant for the City a contractor pool needs to be developed. Program staff will develop a Contractor application, which will be distributed to Contractors that reside in the region. If response is low then applications will be sent State wide. Applications will also be distributed regularly by staff by various means, including advertising, training providers, meet with trade associations, speaking engagements and through word-of-mouth. The application asks if lead abatement

contractor and/or worker training is needed, this information will be used to set-up contractor training. All applicants will be verified in Sam.gov and sent to HUD for eligibility.

**A. A pool of qualified contractors shall be created during the startup phase of the grant period.**

- Contractors shall be added to the pool in the order that completed applications are received and required documentation is verified.
- As new contractor applications and required documentation are received, each new contractor shall be added to the bottom of the contractor list.

**B. Contractor selection for Lead Hazard Reduction jobs**

When a project is ready to be assigned to a contractor, the Project Manager shall contact the first contractor on the list with the capacity to complete the work within the required timeframes.

- Contractors may review the specifications and walk through the property with the inspector from the City of Elmira. The contractor must either accept or reject the job within three business days or the job shall be offered to the next Contractor on the list.
- Once they have accepted the job, the Project Manager shall coordinate with all other parties so that contracts can be signed within one week.
- Work shall begin within 15 days of the Contractor signing the contract unless otherwise arranged.
- The next available job shall then be offered to the next Contractor on the list with the capacity to do the work, and so on. Once the end of the list has been reached, the next job goes to the first Contractor on the list again.
- Contractors are encouraged to turn down a job if they do not have sufficient capacity to complete it within required timeframes, as they will be held responsible (per contract) if deadlines are not met.
- Contractors may work on more than one job concurrently, provided they are the next available Contractor on the list, and they have sufficient capacity to complete all interior/exterior work within 10 business days per dwelling unit.

**C. Grant or loan settlement**

Mortgage papers, promissory note, certificate of assistance will be signed by the applicant. Both the contractor and the owner must sign the lead hazard control agreement. A proceed-to-work order will then be issued.

**D. Construction work**

No change orders will be valid unless approved by the Program Manager, Finance Director, and/or other contracting officials. Estimate for additional work must be done independently

of the contractor and prior to any approved change order. Staff will conduct periodic inspections of Contractor's lead hazard control work, including the setting up of containment, certifying that at final cleaning the affected areas are free of dust and debris and ready for clearance testing. The Finance Director will approve payment of all work that is completed in a professional and timely manner, and according to the standards set out in the specifications. All necessary zoning and building permits must be submitted before a proceed-to-work order will be issued.

**E. Close out of contract**

The staff will conduct final inspections and the clearance firm will conduct and inspect all completed work and obtain owner's signature on final inspection form. Close out of a project also includes final inspection by the City of Elmira. Also obtained will be a letter of guarantee from Contractor. Before payment is made to Contractor, the owner must sign a certification of satisfaction. The staff will then send the owner a closing packet.

**F. Closing case file**

A Closing Packet will be created when the lead hazard control work is completed on a unit. The Closing Packet includes the following items: a copy of the lead inspection/risk assessment; a copy of the Certificate of Post-Abatement Clearance; a copy of the specifications; a copy of the Contractors Report; and a copy of the On-Going Monitoring and Maintenance Acknowledgement Form.

## **17. Intervention Strategies and Assessments**

Lead Risk Assessment Lead-based paint evaluations and intervention strategies, techniques and treatments for individual units will be consistent with the guidance provided in the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 edition), as it may be amended or revised in the future. Abatement work will be carried out among the list of certified Contractors that the Department of Community Development maintains.

HUD requires that all identified Lead-Based Paint hazards are addressed in the properties receiving assistance. This is achieved through a combination of interim controls and abatement of lead hazards that typically includes window replacement, stripping of other friction surfaces such as doors and jambs, mouth-able/chewable surfaces such as window sills and stabilization of all other deteriorated surfaces (interior and exterior). A specialized cleaning and clearance testing are conducted before residents are allowed to reoccupy the residence.

Property Owners will work with the Program Manager to establish the corrective action to address the lead hazard issues.

**Intervention Strategies - Healthy Homes Assessment** Healthy Housing Assessment will be performed by qualified individual (internal staff). The Healthy Homes Rating System (HHRS) will be utilized to assess and rank the healthy housing 29 issue(s) present at a unit and/or property. This information, along with potential costs, extent of problem, capacity and availability of contractors, etc. will be used to help design a work plan to address the housing related health hazard(s). Projects will be performed by the abatement contractors. However, larger scale and specialized contracting

such as substrate leaks, mold remediation, asbestos repair, etc. may need to be bid out separately to qualified contractors. All aspects of contractor procurement, oversight, etc. associated with those programs will need to be adhered to. Healthy Homes Interventions will be in form of a grant to the property owners, capped at \$5,000 per unit and subject to the same forgiveness and/or repayment criteria as the lead grants listed above.

### **18. Lead Inspection and Risk Assessment**

All State and Federal standards for a combined lead paint inspection/risk assessment and remediation will be followed. All inspections will be performed by the Lead & Healthy Homes inspectors who are licensed and insured. Inspections must be done using an XRF analyzer. XRF readings of greater than 1.0 mg/cm<sup>2</sup> are considered positive; if an XRF inspection is not possible or appropriate, laboratory analysis may be used (0.5% by weight for paint chips). Inspection costs are figured into staff costs and hours for the program. HUD policy guidance 2017-01 Rev, 2013--01 and 2012 HUD guidelines chapters 5, 7 and appropriate chapters will be followed.

### **Dust Samples**

Dust samples will follow the following HUD defined thresholds, unless the State of New York employ's stricter guidelines:

New Dust-Lead Action Levels:

Floors:  $\geq 10 \mu\text{g/sf}$

Window Sills:  $\geq 100 \mu\text{g/sf}$

New Lead Clearance Action Levels:

Interior Floors:  $< 10 \mu\text{g/sf}$

Porch Floors:  $< 40 \mu\text{g/sf}$

Window Sills:  $< 100 \mu\text{g/sf}$

Window Troughs:  $< 100 \mu\text{g/sf}$

### **19. Scope of Design**

The Program Manager will be responsible for developing the work specifications for each project. Work specifications are based on the nature and severity of lead hazards identified in the inspection/risk assessment reports, the cost to address the hazards, maintenance, and use of the components and likelihood of exposure to a child under the age of 6. Per Statutes a lead hazard is defined as: the presence of lead base substances greater than 1.0 mg/cm<sup>2</sup> on chewable, accessible, horizontal surfaces that that a young child can mouth or chew; lead base substances greater than 1.0 mg/cm<sup>2</sup> which are peeling, chipping, chalking, or cracking or any paint located on an interior or exterior surface or fixture that is damaged or deteriorated and is likely to become accessible to a child; lead base substances greater than 1.0 mg/cm<sup>2</sup> on interior or exterior surfaces that are subject to abrasion or friction or subject to damage by repeated impact; or bare soil in play areas or the rest of the yard that contains lead in concentrations equal to or greater than 400 parts per million of lead in bare soil in child's play areas.

The program will all U.S. Department of Housing and Urban Development and the State of Code regarding lead paint requirements and when a discrepancy is found between the two the most stringent policy will be followed.

All persons performing the Lead-Paint Hazard Control work must be properly licensed and certified. Documentation for each project shall be submitted to the program prior to the contract being awarded. Overall responsibility to ensure integrity of this process falls to the Program Manager.

**The Lead Hazards will be eliminated in at least sixty (60) housing units.** Each housing unit will receive a combination of interim controls and abatement techniques. The overall goals of the strategy are to reduce immediate lead hazards such as lead contaminated dust, lead contaminated bare soil and loose, peeling, or flaking lead-based paint to clearance levels; to slow recontamination by treating bare soil and high risk lead-paint surfaces; to make repairs to prevent paint failure; to facilitate clean-up of recontamination by creating cleanable floors and window troughs; and to educate owners and occupants on lead safety and in-place management of lead hazards, particularly regarding the slowing and cleaning of recontamination.

**To ensure that lead-safe units remain affordable** landlords will agree to a set of stipulations that include the requirement that the landlord must not raise the rent by more than 3% per year for a period of three years and to give priority to renting too low to very-low income families who have children under six years of age living in the household. This three-year period will not begin until the hazard control process has been completed and accepted.

## **20. Clearances**

The scope of work, based on the inspection/risk assessment, will generally apply a combination of interim controls and abatement. For surfaces considered the most hazardous, abatement will be considered including replacement (windows), wet paint scraping and enclosure methods.

Dust containment is specified, including using polyethylene sheeting on floors and as barriers to isolate work areas. Worker protection consists of using respirators, wearing disposable clothing, and following basic personal hygiene practices. Clean-up using cleaning solutions and HEPA vacuums will be required.

A clearance inspection conducted by a licensed inspector or licensed risk assessor is required following completion of lead hazard reduction activities on the interior or exterior of a dwelling. Clearance procedures outlined in the Administrative Code Chapter 70 shall be followed. Dust wipe final clearance levels cannot exceed 10, 100 and 100  $\mu\text{g}/\text{ft}^2$  for floors, windowsills and window troughs, respectively.

## **21. Environmental Review**

The Tier I ERR and RROF and Tier II will be completed by the Program Manager, with assistance from the Lead Coordinator.

Individual properties will be evaluated for compliance with historic and floodplain issues. Consultation with the State Historic Preservation Office (SHPO) of New York State will be

conducted by the Program Manager, and the program will follow their prescribed policies. Properties that are located in the 100-year floodplain will be required to maintain flood insurance.

## **22. Post Clearance Monitoring**

All property owners will be given information on which lead hazard control activities conducted in the unit will need ongoing monitoring. A tool will be created that identifies a timeline for conducting monitoring, person responsible for monitoring, and detail on how the monitoring should be conducted. At the time of property clearance, a healthy homes reevaluation will be conducted. This information will along with the post clearance monitoring will be given to the property owner at the time of property owner-project sign-off.

## **23. Community Outreach and Education**

The Department of Community Development will work closely with the Chemung County Lead Coalition. The Lead Coalition was formed to assess the community's need to prevent lead poisoning by identifying problems and developing prevention and intervention strategies to decrease the incidences of lead poisoning in Chemung County. The members will provide technical assistance in the areas of healthcare, housing, lead hazard control, legal issues, education, construction, rehabilitation, weatherization, social skills, parents' issues, political issues, financial issues, liability, insurance, research and development, and outreach efforts including public awareness campaigns. The Department of Community Development and the Chemung County Lead Coalition will be responsible for ensuring that education; outreach and that the community awareness efforts are implemented.

**Outreach efforts** to involve participants will utilize a variety of approaches in order to reach the largest audience possible. The outreach effort will identify and utilize local resources such as the lead program staff, community groups and agencies, elements of city and county government, and the local college for outreach functions. Notices will be placed in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, city and county offices and utility companies. News stories informing the public about the lead program will be published in daily and weekly newspapers and other local publications. Public service announcements regarding the Lead Program will be made by local radio and television stations.

Outreach will be conducted by Program staff and partners. Program partners have been selected because of their ability to reach a large number of children under the age of six, low-income and disabled individuals. Program staff will have the overall responsibility to ensure the Program is being marketed to eligible parties. These materials include the program brochure, the application, including tenant qualification packet and relocation plan-determination.

Lead-based paint standard maintenance practice workshops will be held over the life of the grant. A sample of topics are: developing a custom fit checklist to conduct lead-based paint maintenance activities in a safe manner; basic information on proper and improper lead hazard control work practices; "work smart" "work clean" "work wet" and "work safe"; and the new EPA Pre-Renovation Information Rule. With these and other workshops scheduled for renovators and remodelers, Landlord Associations, Section 8 Landlords and others; lead-safe work practices can be integrated into their ongoing maintenance of housing units. Classes for lead licensed workers, lead licensed contractor/supervisor classes, and classes for Lead Inspector/Risk Assessor are planned during the first

six-months of the grant.

#### **24. Relocation**

The tenant relocation plan states that consistent with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, the Uniform Relocation Act Amendment of 1987 and the Department of Housing and Urban Development rules and regulations, persons involuntarily displaced as a result of federally funded projects and programs will not suffer disproportionate injuries as a result of this program. To implement this policy, Community Development has developed a plan to ensure that relocation payments and services are made available to persons requiring either temporary relocation or who will be permanently displaced.

Temporary relocation of tenants is generally recommended when work is undertaken that will disturb painted surfaces known or suspected to contain lead-based paint and the work will occur throughout much of the dwelling over several days. (If the work does not disturb lead-based paint, dust-lead hazards or soil lead hazards, relocation is usually not necessary as a lead-exposure protection measure.) Temporary relocation is clearly necessary if residents cannot have safe access to bathrooms, sleeping areas, and kitchen facilities (or alternative eating arrangements) during non-work hours. Safe access includes the absence of other significant safety, health, or environmental hazards in addition to lead hazards (e.g., toxic fumes, on-site disposal of hazardous waste, or exposed electrical wiring).

Staff will explore the various options available to the occupant, based upon needs expressed and expenses that will be incurred. The Program Manager will make the final arrangements once the start date of the project is determined. No eligible person is denied access to relocation services, and agreement for payment of eligible costs is based upon services performed in accordance with adequate documentation for actual costs incurred.

There are, however, several exceptions and options that may be considered in deciding whether it is necessary for residents to temporarily relocate and, if so, for how long and whether furniture and other belongings must be moved. The homeowner/occupant is responsible for moving and storage of all valuables. The relocation staff does assist with an inventory checklist of all household valuables not placed in storage. The Contractor provides polyethylene coverage for all objects or furniture not moved by the occupants.

This procedure was established to ensure that everyone is treated fairly and equitably. The relocation plan envisions a short-term, temporary displacement of residents. The time frames to complete lead hazard control work using a combination of interim control measures and abatement techniques is projected to be 5 to 14 calendar days. Temporary housing will be secured for tenants and for owner/occupants. This method will be used for short-term relocation needs.

Once the lead hazard control activities are completed along with any interior rehabilitation work, the program's Licensed Risk Assessor will perform a visual inspection and take clearance samples as prescribed by federal and state guidelines and regulations. An independent, licensed laboratory analyzes the dust samples and provides a 24-hour verbal analysis of the results to the Program Manager. If the clearance standards are met, occupants are allowed to return to the unit.

An occupant project plan will be developed to provide the occupants the upmost safety from lead-based

paint exposure while work is being conducted in their place of residence. The plan will look at the following to determine the best plan of action for the occupants while lead-based paint work is being done, based on the following criteria:

**A. Work Is a Small Area**

If only a small amount of paint is being disturbed, that is, an amount below HUD's *de minimis* threshold for HUD-assisted projects, or EPA's minor repair and maintenance work threshold for unassisted projects, special measures to protect residents from exposure to leaded dust are not required (HUD and EPA area threshold definitions).

<https://www.hud.gov/sites/documents/LBPH-10.PDF>

However, basic precautions are strongly recommended. These include: never using prohibited paint-removal practices (see Chapter 11, Section II.D.1), and cleaning the work area thoroughly after work is completed. Also, if a child under age 6 resides in or accesses the unit or area, keep residents out of the work area until after final cleanup. <https://www.hud.gov/sites/documents/LBPH-13.PDF>

**B. Work Is Only on the Outside**

Residents and their belongings may remain inside the dwelling if the work is only on the exterior and building openings (windows, doors, vents) within 20 feet of disturbed paint surfaces are tightly closed or sealed and cleaned afterward, *and* an entryway is provided that is free of dust-lead hazards, soil-lead hazards, and debris.

**C. Work and Clearance Take Only One Day**

If the work, final cleanup, and clearance can be achieved (i.e., results of dust sampling received from the laboratory and found to be acceptable) in one work day, residents need to be out of the work area or the unit only for that day and can return with full access to the unit at the end of the day. As a practical matter, however, completion of the work and achievement of clearance in one day may not be a realistic goal. It usually takes an additional day to get the results of the laboratory analysis. However, methods (including portable X-ray fluorescence (XRF) analysis and anodic stripping voltammetry) exist for reliably analyzing wipe samples on-site instead of in a fixed laboratory, which may provide testing results much more quickly than fixed-laboratory analysis by avoiding transportation of the samples to the laboratory and handling time within the laboratory. A laboratory that is recognized under NLLAP for mobile source lead dust analysis may be used for clearance. This approach may be particularly helpful for multi-family projects, in which a work crew may be working on a unit while the clearance test analysis is being performed on the crew's preceding unit. Sometimes work areas do not pass clearance the first time, so recleaning and additional dust sampling is required, which may require an additional day, even if the dust-lead analysis is rapid.

**D. Work Area Is Limited and Work Is of Short Duration**

Relocation is usually not necessary or is necessary only for workday hours if the work: takes less than five days; is being conducted in only one or two rooms; and if exclusion from those rooms does not preclude safe resident ingress and egress to the unit and safe access to kitchen (or alternative eating arrangements), bathroom, and sleeping areas. Furniture and other belongings can be moved out of the workrooms or covered and sealed with protective sheeting and tape. It is recommended, however, that residents who remain in their units or vacate only during workday hours while such limited area work is being conducted be required to sign a statement that: (1) they understand that there may be lead-based

paint hazards in both specified work areas and traffic areas used by workers outside the work areas in spite of a thorough cleaning of such areas; and (2) they agree not to enter the work areas until they are notified by a specified responsible party that the areas have passed clearance (or cleaning verification, if applicable). Theoretically, such arrangements, in which residents remain in the unit or are absent during the workday but return for the night, can continue for an extended period of time. As a practical matter, however, there are limits to how long people will comply with such procedures. HUD regulations pertaining to housing receiving Federal assistance for the residents to live there or for the work allow this type of arrangement to continue for no more than five calendar days (24 CFR 35.1345(a)(2)(iv)). If residents are to be allowed back in the unit during the night, it is necessary that workers thoroughly clean, at the end of each work day, not only the work areas but also the floors of the pathways used by workers to and from the work areas. Installing protective sheeting on these pathways facilitates cleaning. If a decontamination area is used in a large multifamily project, cleaning is necessary only from the work areas to the decontamination area.

### **Exception for Elderly Residents**

Because of the added difficulties that may accompany the relocation of elderly residents, it is acceptable to make special exceptions to normal relocation policy for them. This exception is acceptable for work to be done in housing for the elderly. (As stated in the Lead Safe Housing Rule, housing for the elderly means retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or more, or other age if recognized as elderly by a specific Federal housing assistance program; it is not merely housing occupied by the elderly.) If elderly residents are permitted to stay in their units when temporary relocation would normally be required, they should be fully informed about.

### **Relocation Unit Types**

Relocation dwellings should be acceptable to residents so that they will not attempt to return to their own dwellings during paint-disturbing work. Generally, dwellings serving as temporary relocation units should, at minimum, meet applicable housing codes. If they are HUD-assisted, they should meet the regulatory standards, e.g., housing quality standards (24 CFR 982.401) or physical condition standards (24 CFR 5.703). If they were constructed before 1978 and are not HUD-assisted, they should also pass a visual assessment; that is, they should have no deteriorated paint and no visible dust or debris. In addition, these units should be adequately equipped with furniture, cooking facilities, refrigerators, televisions, and toys (except for items that will be moved with the residents).

Relocation is usually a substantial undertaking, involving not only the movement of people and their possessions, but also the coordination of mail, phone, school, and community changes. Whenever possible, children should continue to attend the same school during the relocation period, even though this may involve finding special transportation. Due to their complex nature, relocation considerations may dictate the scheduling of the project. Destination options include staying with relatives or friends, a designated relocation unit owned or leased by a local organization, a hotel or motel (usually the costliest and least desirable option for families with children), or a temporarily vacant unit in the same multifamily property. If the Lead Safe Housing Rule requires relocation of the family to a temporary unit during work, the unit to which the family is relocated must not have lead-based paint hazards (24 CFR 35.1345(a)(2)).

### Who Should Pay?

If relocation of tenants is required as a result of an activity assisted by the Federal Government, the requirements of the Uniform Relocation Act (formally, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and its implementing regulations at 49 CFR Part 24, may be triggered ([www.hud.gov/offices/cpd/library/relocation/index.cfm](http://www.hud.gov/offices/cpd/library/relocation/index.cfm)). Relocation is usually considered to be part of the cost of lead hazard control. In order to maximize the utilization of funding, the relocation is a tiered approach system in terms of funding support.

The Program Manager will determine, based upon the Scope of Work, if relocation of tenants is needed during the lead hazard reduction work. A child with an elevated blood levels (EBLL) and his/her family must be relocated for the duration of the project. Any residence to which a family with an EBLL relocates must first be inspected to ensure the property is lead-safe. When possible, the property owner will relocate the family to another unit they own that is both vacant and lead-safe. If the property owner does not own an additional unit(s), the family will be asked to stay with friends or family members. Relocation to a hotel is the last option. The property owner is responsible for securing adequate storage for the tenant(s) personal property. The Program will assist with motel vouchers, based on a Tier review process.

#### Relocation Priorities

Tier 1

#### Responsible Party

Property owners provide tenants another lead-safe unit they own that is both vacant and lead-safe.

Tier 2

If the property owners do not have other lead-safe units, the tenants will be asked to stay with friends or family members, if this option is available.

Tier 3

If the property owners do not have other lead-safe units, then the program will pay for the hotel stay during the lead-based paint hazard reduction construction time period.

Tier 4

If a child's BLL is equal to or greater than 45 µg/dL, the program will provide the relocation for the tenants.

### How Can Costs Be Minimized?

One approach to minimizing relocation costs is to reduce the time period of temporary relocation. It may be possible to streamline the work so it proceeds quickly, especially if contractors are offered financial incentives to do so. Also, in some circumstances, it may be possible to stage the work, as discussed above, so residents can return before nonhazardous renovation is finished. Another approach is to minimize specific relocation costs by taking competitive bids or negotiating favorable rates for rental units for relocation and associated costs.

### Communicating with Residents

The Department of Community Development staff will arrange to conduct a home visit to provide the occupants, the initial information regarding lead hazard control activities that have been selected for the structure. The staff also provides information on blood lead testing, nutrition, the process involving relocation, fair housing counseling and the basic information about food, transportation, busing of school age children, and pets.

Clear and documented communication with residents about the many details of relocation will facilitate a smoothly operating program. Administering organizations should establish policies, procedures, and assigned responsibilities to maximize efficiency of temporary relocation and assure that all program participants are treated in a consistent manner. Among the subjects that should be covered with residents are:

- The need for and importance of temporarily relocating to protect the health of residents and their children.
- The fact that residents must stay out of the work areas until permitted to return, and how that permission will be handled.
- Approximately how long the relocation will last, and how delays in allowing residents to return to their dwellings will be handled.
- The standards for the relocation unit, who is responsible for identifying it, and how that will be done.
- Detailed procedures for handling relocation, including such matters as packing, moving, storage, and caring for personal belongings, utilities, mail, security of the temporarily vacant unit, care for pets, and any special transportation needs (such as to and from school).
- What costs will be paid by the administering organization, limits on certain costs, and method of payment.
- The residents' responsibility not to damage the relocation unit.

These policies and procedures will be put into writing, and the residents will indicate their agreement by signing such documents. These policies and procedures should be made available to meet the needs of all residents including persons with limited English proficiency.

### **Cleaning, Moving and Storage**

Occupants will need to clean and move all personal items in the home that are in the rooms where repair work will be done. This has to be done so that lead dust on them is not transferred inadvertently while the Contractor is doing the repairs, and so that the Contractor has room to work. Occupant should clean and move all these things before the date that the Contractor is scheduled to begin. It is very important that items are cleaned before placed back in so that the lead dust is not brought back into the house after the repair work is done.

**In all the rooms where work will be done the floors and walls must be clear. For example, the occupant must remove:**

- Curtains, draperies, window blinds
- All wall hangings [mirrors, picture frames, etc...]
- Fold and remove all throw rugs, runner and mats

- Toys and sports equipment
- Clothing and shoes from closet floors (if closet area will be touched)
- Knick-knacks and other items from shelves and mantels
- All plants
- All pets

Pets cannot be in the home while the Contractors are working, and no pets will be allowed in the alternative site. We encourage residents to plan for pets to stay with family or friends. If that is not possible, then a local kennel may be an option. The resident is responsible for all pet costs.

If work will be done in the kitchen, no dishes, pots or pans can be in the sink and everything from the countertops must be removed. Anything breakable should be cleaned and wrapped in newspaper, towels or clothes before packing them, and the boxes marked “fragile.” Suggestions for packing boxes or bags:

- Label each box or bag by room.
- Tape the boxes or bags shut and make sure that they stack easily.
- Pack and store your things compactly.
- Don’t pack boxes or bags so they are too heavy to lift.

Things that are too difficult to move out of the room completely can be moved to the middle of the room. They will be covered with plastic and sealed with duct tape to keep out lead dust and other debris by the Contractor. It is very important that residents move all as much as possible completely out of the room so the Contractor has room to move around safely and eliminate lead dust on furniture.

To help keep your things safe, the resident should make a list of everything that will be left in the home while gone. The program, contractor, grantees are not responsible for any lost, stolen, or broken items. Even though the Contractor will lock the home, do not leave valuables in the house. Valuables might include: jewelry, coins, furs, etc., or anything else that may have money or sentimental value. If the resident will be gone for up to two weeks, we recommended that all food be removed from the refrigerator in case of a power outage or if the Contractor needs to unplug it to do the work.

In addition to cleaning the items, the resident must also clean the house so the Contractor can start with a clean space. Carpets, furniture, and drapes need to be vacuumed, and floors, shelves and window sills should be dusted with a wet cloth.

**Staff will meet with the residents**, well in advance of any anticipated move, so that any special needs can be documented and provided for in the relocation process. An individual relocation case file will be maintained for each family that is required to move. Also, the program will ensure that the temporary housing is decent, safe and sanitary, and lead-safe.

**The procedure for post hazard control** involves an On-going Monitoring and Maintenance Acknowledgement Form which informs the owner(s) of the need for on-going monitoring of the completed lead hazard control work and of the known leaded components which are presently intact. In addition, the owners are informed that it is their responsibility to monitor and maintain leaded components in order to keep the housing unit lead safe. Periodic dust wipe testing for floors, windowsills, and window troughs will be conducted to ensure that the unit continues to be lead-safe.



## Relocation Planning Tool

### 1. Applicant's family relocation option:

A. \_\_\_\_ If a Tenant, does the owner have another unit available to temporarily move into (Address of temporary unity) \_\_\_\_\_

B. \_\_\_\_ Stay with friend/family (Address and phone number where applicant can be reached) \_\_\_\_\_

C. \_\_\_\_ Stay in hotel.

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

Hotel contact for billing questions: \_\_\_\_\_

Negotiated Hotel rate \_\_\_\_\_

Negotiated Meal Plan or weekly stipend \_\_\_\_\_

### 2. Transportation Services Required

A. \_\_\_\_ School bus route readjustment

Name of children, schools affected \_\_\_\_\_

Coordinator for school bus route change, date contacted \_\_\_\_\_

Arrangements Made: \_\_\_\_\_

B. \_\_\_\_ Taxi vouchers

Who needs, for what purpose \_\_\_\_\_

Taxi service arrangement: \_\_\_\_\_

Rate per mile negotiated \_\_\_\_\_

Taxi Contact \_\_\_\_\_

### 3. Packing arrangements:

A. \_\_\_\_ Supplies needed \_\_\_\_\_

Date by which belonged need to be packed/moved \_\_\_\_\_

Where Items will be stored \_\_\_\_\_

List of Valuables completed and provided to program \_\_\_\_\_

### 4. Pet arrangements

Types of pets \_\_\_\_\_

Where they will be during renovation \_\_\_\_\_

### Relocation Survey

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

1. How many people will need to be relocated? \_\_\_\_\_
  2. Are you a tenant or and owner?                      Tenant      Owner
    - a. If the landlord doesn't charge you rent can you afford a hotel?    Yes      No
  3. Do you have family in town?                      Yes      No
    - a. Can they have visitors?                      Yes      No
  4. Do you have close friends in town?              Yes      No
    - a. Can they have visitors?                      Yes      No
  5. Are you employed?                                      Yes      No
  6. Are you able to walk stairs?                      Yes      No
  7. Do you have pets?                                      Yes      No
  8. Do you have a place to store your belongings?    Yes      No
  9. Do your children attend school?                      Yes      No
  10. Are there any other barriers you can identify?    Yes      No
- 

### 25. Program Evaluation

**Specific methods will be used to measure progress** and evaluate the program's overall effectiveness. Data will be collected by program personnel and documented on appropriate forms, and other supplemental forms as needed. Appropriate lead testing will be done baseline (before the intervention), for clearance (after the intervention). Information on appropriate forms will be reported to the evaluator. Data will be collected on the dwelling units, buildings and occupants affected by the program; on the results and costs of the hazard evaluation and control; and on any re-evaluation and subsequent control actions.

**Outcome measures** which will be assessed as part of this evaluation are lead dust levels, lead paint samples, and blood levels of children under 6 years of age, screened in accordance with Centers for Disease Control criteria. Decrements in the quantity of lead for these measures will be calculated for homes where a combination of interim controls and abatement techniques were completed.

### 26. Application and Funding Process

#### **Pre-Application Process**

Property Owner(s) receiving Lead Abatement Orders and property owners expressing interest in the program will receive a Pre-Application/Application (See Appendix A) for the Healthy Homes and Lead

Hazard Reduction program. The Pre-Application is used for an initial assessment of eligibility. Status notification letters will be sent to property owners with a low priority score.

### **Application**

Applications (See Appendix B) can be obtained directly from the Department of Community Development. Applications submitted without proper documentation will not be accepted. If the property is in the name of a corporation, the owner must provide a recorded deed in the name of the corporation, the corporation tax ID number (if they are not using their SSI number) and a properly certified document showing the authority of the signing corporate representative to sign for the corporation. A property held by an individual or corporation shall not be admitted to the program if there are any outstanding federal, state, or local liens placed on the property, the owner, or the corporation, or if the owner or corporation are found to not be in non-compliance with any federal, state, or local laws, regulations, or ordinances.

Applications must be submitted to the Department of Community Development with a copy of the most recent mortgage statement and proof of Homeowner's Insurance. One (1) copy of the most recent IRS 1040 tax return and weekly pay stubs from the past two (2) months for each wage earner in the household. If applicable, the most recent Social Security and/or pension statements can be provided by those who are not required to file federal taxes. If a property owner is self-employed, a Financial Statement certified by a Certified Public Accountant for each of the two (2) years prior to the date of application must be submitted with the application.

Tenants must submit a complete Resident Information Packet (provided with the application) and documentation of income qualification (most recent tax return, weekly pay stubs from the past (2) months, Section 8 award letter, social security benefits letter, veteran's award letter, or unemployment compensation benefits statement), etc. A notarized Income Affidavit (See Appendix E) will be accepted in place of the aforementioned income documents, if those documents cannot be furnished.

Properties that meet all eligibility requirements will receive an Approval Letter (See Appendix L). Properties who do not qualify for Healthy Homes will receive a Denial Letter (See Appendix M)

### **Property File**

All documents pertaining to a property (i.e. applications and its supportive documents, contractors, inspection reports, etc.) will be maintained in a file designated for the specific property.

### **Tier-2 Environmental Review**

For each eligible and enrolled project through the Department of Community Development:

- **Flood Insurance:** For each unit, we will check to see if the property is located within a 100 year flood zone. We check on the Chemung County GIS website using the Parcel Mapper (<http://chemungcgc.maps.arcgis.com/apps/webappviewer/index.html?id=7900479f2de747d981e01b362f5ba3da>) and cross reference the existing FEMA information which defines if the property is within or out of the 100-year flood zone, as well as the panel number and the date of the FEMA map. If the property is within the 100-year flood zone, we will require flood insurance for at least the amount of the Lead Hazard work.

- **Contamination and Toxic Substances:** For each property, an initial field visit is conducted by a City of Elmira Community Development staff member, who will answer the following questions: 1. Are there any visible dumps, landfills, industrial sites or other locations containing or releasing toxic, hazardous/radioactive materials, chemicals, or hazardous wastes on or near the site? 2. Does this project site contain an underground storage tank (which is not a residential fuel tank)? Designated, qualified City of Elmira Community Development staff member will then Search the following Federal, State or local environmental toxic sites records and summarize any findings: 1. Federal Records: UIC Program, Historic RCRA database, TRI databases, superfund database 2. State Records: Spills, USTs, historic air emissions, chemical bulk storage, ICS, SPDES, Haz. Waste Sites 3. Health Dept. Records: Historic Sanborn fire insurance maps, business directories (1890-1970), drycleaners, contaminated soil sites, field survey sites, hazardous materials inventory sites, pesticide/herbicide sites, illegal dump sites. Designated, qualified City of Elmira Community Development staff member will then make the following determination: Are the neighborhood and property free of hazardous materials, contamination, toxic chemicals (including lead-based paint), gasses and radioactive substances which would affect the health or safety of occupants.
- **Historic Preservation:** For each property, we will take photos of the exterior of the property. Then we create a project for each property through the Cultural Resource Information System (CRIS) developed by the New York State Office of Parks, Recreation and Historic Preservation's Division for Historic Preservation for determination of whether historic properties are affected and/or if the work will have adverse effects on historic properties. This determination can take up to 30 days to receive a response of finding. In some instances, more information will be requested and we will work with SHPO to submit the requested information.

### **Lead Inspection/Scope of Services/Lead Management Plan**

Once a property owner is approved for assistance and elects to participate in the program, the property will be visited and inspected by staff at the Department of Community Development. An inspector will perform a Lead Inspection to determine the suitability of the property. The property owner is required to notify his/her tenants about the incoming inspection and coordinates with the tenants about the date and time for the inspection. Additionally, if staff at the Department of Community deems the property suitable, a separate company will conduct a Lead Inspection of the unit(s) will be performed utilizing XRF testing. All common areas and the exterior of the property, including play areas, will be tested. Representative dust wipe samples will be collected from floors, window sills, and window wells. Bare soil and paved surfaces will be examined and sampled, as needed. All inspections will be performed in compliance with HUD, EPA and State of New York Department of Public Health Regulations NYS Public Health Law, Title 10 of Article 13.

A Letter of Notice of Test Result/Educational Materials along with a Comprehensive Risk Assessment Report, which contains Lead Inspection Report, Lead Hazard Reduction Plan, and Lead Management Plan, which indicates areas requiring hazard control work, will be mailed to property. Property owners must notify tenants about the inspection results and passes on the educational pamphlet entitled: *The Lead-Safe Certified Guide to Renovate Right* to his/her tenants.

<https://www.epa.gov/sites/production/files/documents/renovaterightbrochure.pdf>

The Department of Community Development will provide lead education if requested for either property owners or tenants. The Scope of Work will include specifications and floor plans to be used in the competitive bidding process. The Program Manager will review the proposed Scope of Work and determine the scale of the final project. This decision will be based upon the availability of grant funds, the amount of lead hazard reduction work required, and the property owner's willingness/ability to contribute to the project. The property owner will be sent the Document Plans includes the scope of work, floor plans, and a project timeline of the next phase.

For properties with children, the Department of Community Development will ensure that children are be tested for blood lead levels before and after the construction, either through the children's pediatricians or the Chemung County Health Department will provide capillary blood testing, if necessary. The results of the testing & subsequent data will remain with the Chemung County Health Department due to HIPAA restraints but will be available upon request for a HUD audit.

### **27. Healthy Homes Assessment – Healthy Homes Rating System**

The Health Homes Assessment of 29 hazards related to housing by utilizing Healthy Homes Rating System will be used to conduct unit assessments and for the approved for receiving Lead Hazard Control funding. Top five housing related hazards shall receive funding priority and they are:

- Damp and Mold Growth (Hazard 1);
- Structural Collapse and Falling Elements (Hazard 29);
- Electrical Hazards (Hazard 23);
- Falling on Stairs etc. (Hazard 21); and
- Infection – Domestic Hygiene, Pests, and Refuse (Hazard 15).

Health Homes Assessment of 29 hazards related to housing by utilizing Healthy Homes Rating System shall be conducted for units receiving Lead Inspections/Risk Assessments. All inspections will be performed in compliance with HUD, EPA and State of New York Department of Public Health Regulations.

A Letter of Notice of Test Result/Educational Materials along with a Comprehensive Risk Assessment Report, which contains Lead Inspection Report, Lead Hazard Reduction Plan, and Lead Management Plan, which indicates areas requiring hazard control work will be mailed to property owners. The Department of Community Development requires the property owner to notify tenants about the inspection results and passes on the educational pamphlet entitled: *The Lead-Safe Certified Guide to Renovate Right* to his/her tenants.

<https://www.epa.gov/sites/production/files/documents/renovaterightbrochure.pdf>

Community Development staff will provide lead education if requested by either property owners or tenants. The Scope of Work will include specifications and floor plans to be used in the Scope of Work provided for the contractors. The Program Manager will review the proposed Scope of Work and determine the scale of the final project. This decision will be based upon the availability of grant funds, the amount of lead hazard reduction work required, and the property owner's willingness/ability to contribute to the project. The property owner will receive the scope of work, floor plans, and a project timeline of the next phase.

### **Contractor Selection Process**

A bid packet including the Scope of Work and floor plan, will be compiled by the Program Manager. The pre-approved Contractors will be selected off the list. When a project is ready to be assigned to a contractor, the Project Manager shall contact the first contractor on the list with the capacity to complete the work within the required timeframes. Contractor may review the specifications and walkthrough the property. The contractor must either accept or reject the job within **three business days** or the job shall be offered to the next contractor on the list, who will then have the opportunity for a walkthrough and must reject or accept within three business days. Once they have accepted the job, the Project Manager shall coordinate with all other parties so that contracts can be signed within **one week**. Work shall begin within **12 days** of the contractor signing the contract unless otherwise arranged. The next available job shall then be offered to the next contractor on the list with the capacity to do the work, and so on. Once the end of the list has been reached, the next job goes to the first contractor on the list again. Contractors are encouraged to turn down a job if they do not have sufficient capacity to complete it within required timeframes, as they will be held responsible (per contract) if deadlines are not met. Contractors may work on more than one job concurrently, provided they are the next available contractor on the list, and they have sufficient capacity to complete all interior/exterior work within 10 business days per dwelling unit.

The standard activity/pricing list shall be updated during start up and again as necessary, throughout the grant program. It shall be reviewed and approved by Purchasing and Law Departments, and shall comply with all applicable Federal procurement requirements for Blanket Purchase Agreements (BPA). The standard pricing list shall be used in the creation of work specifications and Scope of Work. This pricing shall be reviewed by the Finance Director and the Program Manager. The Finance Director will make sure that the standard pricing list is used at the time of invoice and payment.

### **Contractor Qualifications**

The contractor must provide proof of their qualifications, in addition to submitting the application packet (See Appendix N) prior to being awarded the work. If, for any reason a contractor is disqualified, the project will be awarded to the next contractor on the approved list. To be qualified, contractors must possess the following certificates, licenses, and insurance coverage.

- Current EPA Lead Abatement Firm Certification
- Current EPA Lead Renovation Firm Certification
- Current EPA Lead Abatement Individual Certifications for each Supervisor and Worker
- Current EPA Lead Renovator Individual Certifications for each Supervisor and Worker
- Current Contractor's General Liability Insurance \$1,000,000 per occurrence / \$2,000,000 Aggregate
- Current Disability Insurance
- Must have a DUNS Number (registration with Dun and Bradstreet)
- Must be an active registrant in the System for Award Management (Sam.gov)

- Must be current on and in compliance with any applicable Federal, State, or local debts or obligations
- Must not employ registered sex offenders on jobs funded by this program
- Automobile Liability Insurance \$1,000,000 per Accident, combined single limit (CSL)
- Workers' Compensation Statutory Limits within the State of New York
- Pollution or Hazard Liability Insurance \$1,000,000 per Occurrence (or per Claim if Claims Made) / \$1,000,000 Aggregate

## **28. Contracts and Agreements**

To secure funds through the program, the property owner is required to sign a Letter of Intent at the Application stage (See Appendix C) Owner/City Agreement (See Appendix G), Contract for Lead Hazard Control Work (See Appendix S), Letter of Intent (Appendix C); Conflict of Interest Form (Appendix I); Disclosure of Lead Paint (Appendix J); Certification of Completion (Appendix H) Occupant Protection Plan (Appendix K).

Tenants must complete the following: Tenant Info Income Affidavit (Appendix E); Tenant Demographic Data (Appendix F).

Contractors are required to sign the Contract for Lead Hazard Control Work (Appendix S), provide a completed Application Package (Appendix N); and Certification of Completion (post-project) (Appendix P).

### **Building Permits**

Staff at the Department of Community Development will determine with the Contractor when a permit is required for a project. The Contractor is responsible for obtaining all necessary permits. Permits will be verified by the Program Manager prior to the commencement of construction. The City of Elmira Code Enforcement Office has determined that all projects will require a building permit and subsequent inspection after the work has been performed.

### **Change Orders**

If a Change Order (See Appendix R) becomes necessary during the course of the project, the approved Contractor must notify the program staff prior to proceeding. The proposed work must be presented in writing, reviewed, and approved by the Program Manager and the Finance Director. All change orders must be related to existing and/or unanticipated work. No work proposed in the change order shall begin without written approval.

### **Budget Amendment**

A Budget Amendment may be required if a Change Order is approved or if any other issues arise that require a change to a line items or the total budget amount. The Program Manager will prepare the Budget Amendment and the updated budget will be delivered to the Contractor. It must also be reviewed and approved by the Finance Director.

### **Clearance Testing**

All lead-based paint hazard control work performed under the HUD funded program is subject to clearance tested. Once the project is finished, the testing company and the Department of Community

Development will perform a visual inspection of all work areas to ensure that the Scope of Work was completed properly, a thorough cleaning has occurred, and that no construction debris or dust remains. XRF dust wipe samples will be obtained to verify that the property is indeed a lead-safe environment at the time of clearance testing. For abated properties, dust wipe samples are required to be collected from floors, window sills, and window wells. For non-abated properties, dust samples are required from either the floors and window wells or floors and window sills. Dust wipe samples must not exceed the following limits: Floors 10ug/ft<sup>2</sup> Window Sills 100ug/ft<sup>2</sup> Window Wells 100ug/ft<sup>2</sup>. A visual inspection and dust wipe sampling must be conducted before submitting an approved clearance letter and/or re-occupancy of the unit. The clearance criteria and clearance report shall be in compliance with HUD, New York State, and EPA regulations.

If a unit fails the clearance test, the contractor will be financially responsible for follow-up testing until the unit clears. This will be outlined in the contract.

Once clearance testing is performed, a final inspection of the project will be scheduled with the property owner. All projects that include code violations corrections in the Scope of Work will be subject to inspection by staff at the Department of Community Development, prior to project completion. Following the final inspection, the Program Manager is responsible for deciding if the Scope of Work has been completed appropriately and sufficiently. Prior to final clearance, the Program Manager will provide the contractor with a “punch list” of any outstanding items that must be addressed, as warranted. If, in the opinion of the Program Manager, the work was performed in an acceptable manner consistent with the specifications, the work will be certified as complete. When a project is determined to be complete, the property owner will receive a Letter and Certification of Completion (See Appendix P) and will receive a copy of the Lead Management Plan for the unit.

### **Project Closeout**

Upon completion of the project, the contractor, property owner and Program Manager will conduct a final walk-thru of the property to ensure that all work was completed correctly and that homeowner is satisfied with the workmanship. The Project Close-out Form (Appendix Q) will be signed at the walk-thru by the property owner, contractor, and Program Manager. This document will then be provided to the Program Director for signatures. The contract and property owner must also sign and notarize the Contractors Certification of Completion Form (See Appendix H). Upon completion of the project, the contractor shall provide the property owner with a written guarantee/warranty for the work completed on the property.

### **Satisfaction Survey**

All property owners who had lead hazard reduction work conducted on their property will receive a Satisfaction Survey. The Survey is designed to evaluate the overall quality (i.e. professionalism of staff, quality of work, timeliness of project completion, etc.) of the program.

### **Subordination Agreement**

If a property owner wishes to refinance an existing mortgage during the three-year contract period, the property owner must supply the Program Manager with a loan commitment letter, real estate appraisal, and the new loan pay-off amount. The Program Manager will review the documents and, if they are approved, forward them to Corporation Counsel for final approval. A subordination request can only be approved once in a two (2) year period, as described in the Owner/City Agreement.

**Release of Declaration of Restriction**

Three (3) years from a project's clearance date, staff will make a request to the Corporation Counsel to release the Declaration of Restriction from the property. After the request is processed, staff will forward the original form releasing the Declaration of Restriction to the property owner. The property owner is responsible for recording the release of the Declaration of Restriction on the land record.

LOW/MODERATE INCOME LIMITS  
Effective 04/24/2019

Family Size	30% AMI (EXTREMELY LOW)	50% AMI ( VERY LOW)	60% AMI	80% AMI (LOW)
1 Person	\$15,500	\$25,900	\$31,080	\$41,450
2 Persons	\$17,800	\$29,600	\$35,520	\$47,400
3 Persons	\$21,300	\$33,300	\$39,960	\$53,300
4 Persons	\$25,750	\$37,000	\$44,400	\$59,200
5 Persons	\$30,170	\$40,000	\$48,000	\$63,950
6 Persons	\$34,590	\$42,900	\$51,540	\$68,700
7 Persons	\$39,010	\$45,900	\$55,080	\$73,450
8 Persons	\$43,430	\$48,850	\$58,620	\$78,150

How did you hear about the project? \_\_\_\_\_

Have you ever applied for or received funding from another agency or the City of Elmira Community Development Office? \_\_\_\_\_

**If ineligible:** I'm sorry, but you are not eligible. Provide contact for Near West Side Neighborhood Association (733-4924), Bishop Sheen Housing (1-585-657-4114), Arbor Housing & Development 654-7487, ext. 2049 Georgia Stewart-Tuck

**If eligible:** Now I would like to explain how the study works. The Healthy Homes Project & Lead Hazard Reduction Program is a study of how changes in the home can reduce the risk for asthma, lead poisoning and injuries for children. Participants will receive a home inspection for asthma risks, lead poisoning hazards, and childhood injury hazards, and will make recommendations based on this inspection.

An initial evaluator will come to your home. The visit will take about an hour. They will be walking through all the rooms of your house. They may go into your basement. They may take pictures with your permission. Someone will be asking you questions about your home, neighborhood, health and housekeeping practices. We'll also ask permission to review your child / children's medical records. Recommendations will be made based on this visit and they will be sent to you in the mail. We will call you to make sure that you received these. Some of these will require little or no money to be put into place. For those recommendations that do involve construction and renovation, we can provide technical assistance working with your landlord / we can help identify a contractor and sources of financial assistance.

When are you available to have us come to your home? \_\_\_\_\_



## APPENDIX B

DATE  
Property Owner  
123 Anywhere Street  
Elmira, New York

Re: Lead Hazard Control Program for (insert address here)

Dear Property Owners:

Thank you for your interest in the Healthy Homes and Lead-Paint Hazard Control Programs. This is a federally-funded grant program that works to eliminate lead hazards in the home throughout the City of Elmira. In addition, the program will assess the condition of the home using the Healthy Homes Rating System which identifies potential health and safety hazards of each unit. A report will be generated and provided to the owner as this particular component is for your information only.

Attached is the application package that must be completed, in its entirety, for your property to be considered for enrollment into the program. All questions on the application and enclosures must be answered. If a question does not apply to you, please write "N/A." Additionally, each document listed below must be provided along with your completed application.

Should you have any questions or require assistance to complete this application, please call Mitra Pratt at (607)737-5693. Submit completed applications, along with all required supportive documentation, to:

Mitra Pratt, Program Manager  
Department of Community Development  
317 East Church Street  
Elmira, NY 14901

Sincerely,

Mitra Pratt

# City of Elmira Community Development Lead Hazard Reduction Program & Healthy Homes Owner Application

*For further information or assistance call the City of Elmira Community Development Office: (607) 737-5691*

DATE: \_\_\_\_\_ APP. # \_\_\_\_\_

**Part 1: Property Information**

Application for (check one): Single  Multi-family  Is building owner occupied? Yes  No

Property Address: \_\_\_\_\_ # of Dwelling Units: \_\_\_\_\_

How did you hear of the Lead Hazard Reduction Program? \_\_\_\_\_

No. of Children under the age of 6 (list below): \_\_\_\_\_ Approximate year of initial construction: \_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_\_

**Part 2: Applicant Information**

NAME OF APPLICANT \_\_\_\_\_ AGE \_\_\_\_\_ SS# \_\_\_\_\_  
*Individual, Partnership, Trust or Corp. (circle one)*

APPLICANTS ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_  
*No. and street*

RACE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_  
*City, State, Zip*

If more than one Owner, complete the following section.

SECOND APPLICANT \_\_\_\_\_ AGE \_\_\_\_\_ SS# \_\_\_\_\_  
*Individual, Partnership, Trust or Corp. (circle one)*

APPLICANTS ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_  
*No. and street*

RACE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_  
*City, State, Zip*

If additional owners please attach a separate sheet or continue on back and check here.

**Part 3: Financial Information**

**Name & Address** of Mortgage Co. \_\_\_\_\_

Are you and other owner(s) current (up to date) on all **mortgage** payments on the subject property? \_\_\_\_\_

If not, please explain: \_\_\_\_\_

Are you and other owner(s) current on all **municipal taxes and assessments** levied on the property? \_\_\_\_\_

If not, please explain: \_\_\_\_\_

Are you and other owner(s) current on all **State and Federal Taxes** and assessments on the property? \_\_\_\_\_

If not, please explain: \_\_\_\_\_

Have you or any other owner(s) filed for **bankruptcy** during the past 5 years? \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

Are you or any other owner(s) willing to **contribute** your own funds to the abatement effort? \_\_\_\_\_

**Part 4: Resident Information**    **Property address** \_\_\_\_\_ **App #** \_\_\_\_\_

Unit	# of Bed rms	Name of Resident (or Vacant)	Race	# in House hold	# of Child <6	Unit Rent	Util. Inc. Y/N	Residents Yrly Income	Phone Number
						\$		\$	
						\$		\$	
						\$		\$	
						\$		\$	

Are there any young children with elevated blood lead levels (**EBL**) residing in the building? \_\_\_\_\_

Has the property ever been tested for lead-based paint? \_\_\_\_\_ When? \_\_\_\_\_ If yes, did it test positive? \_\_\_\_\_

Do you have a code or lead order? \_\_\_\_\_ If yes explain \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATIONS**

The undersigned hereby makes a preliminary application to the City of Elmira Community Development Office (the "City") for aid for residential lead paint abatement. The undersigned acknowledges that this application is made pursuant to a program offered by the City and that the methods for abating lead paint, cost of such abatement and other permitted costs will be determined by the City. The undersigned further agrees to permit the Abatement of lead paint in the property by a contractor approved by the City through a bid process.

The undersigned certifies that the property to be improved with the Lead Hazard Reduction Program & Healthy Homes benefits will be continuously rented to persons or families whose income does not exceed HUD's guidelines for low/moderate income and rent that does not exceed the HUD Fair Market limits. In all cases, the landlord shall give priority in renting units for not less than three years following the completion of lead abatement activities, to families with a child under the age of six years.

Building owners agree to maintain the property physically and retain home insurance, naming the City as an insured for the contract term. Building owners agree to maintain tax payments, public fees on the property and mortgage payments.

The undersigned further agrees that he/she will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap or age in any aspect of the program and will comply with all applicable Federal, State and Local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including Title VI of the Civil Rights Act of 1964 and regulations pursuant thereto, Title VIII of the Civil Rights Act of 1968, as amended.

All Lead-Safe dwellings created under this program will be placed on a list accessible to all City Departments. Other agencies will have access to this list, including; Community Health Center, Department of Child & Families Services, City of Elmira Housing Authority and other pertinent agencies. The undersigned agrees that the information be accessible as specified to the above departments and agencies.

The undersigned understands that failure to comply with Lead Hazard Reduction Program & Healthy Homes requirements may result in recapture, by the City, of the monies advanced.

The undersigned certify under penalty of law that to the best of their knowledge, all statements made in this application and supporting documentation are true and accurate, correct and complete.

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Applicant Signature*

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

\_\_\_\_\_  
*Applicant Signature*

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

## Appendix C



CITY OF ELMIRA, NEW YORK  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
City Hall, Third Floor  
317 East Church Street  
Elmira, New York 14901

### **Property Owner's Letter of Intent**

**Note:** All property owners must sign below and this form must be notarized.

#### **Letter of Intent for Insert Project Address Here**

I/We, the undersigned owner(s) of the above-named property, submitted a Preliminary Application for participation in Lead Hazard Control & Healthy Homes Program. I/We understand that if the program's qualification criteria are met, the property may receive funding for the reduction of lead-based paint hazards. I/We understand that the next step in the qualification process requires a Lead Inspection of the property. I/We acknowledge lead-based paint hazards are identified public health hazards and the property owners retain responsibility for any Environmental Protection Agency (EPA), and New York State Regulations pertaining to lead paint hazards. .

The conditions of this grant, as defined below, will be enforced upon contract signing and for a period of three (3) years from the date of completion.

1. I/We will remain current on all monies owed to the City of Elmira, Chemung County, and the Elmira School District including but not limited to property, school taxes, and water and sewer charges.
2. I/We understand that City of Elmira Community Development Department will file with the Chemung County Clerk a "Declaration of Restrictions" on the property to enforce contract conditions.
3. I/We agree to maintain liability and hazard insurance coverage on the property naming the **"City of Elmira" its officers and employees as additional insured on a primary basis.**
4. I/We understand that the property will be made lead-safe. To do so, interiors, exteriors, common areas, out-building, and soil may be treated.
5. I/We will secure entry to units for the lead inspection, lead hazard control work, and lead management inspections.
6. I/We will provide tenants with advance written notice when entry into units is required.

7. I/We understand that all City of Elmira code requirements (e.g. fire, housing) must be observed and agree to provide a copy of my most recent Multiple Residency Fire Safety inspection letter stating that no violations have been found. Should I/we not have a copy of this letter, I will either contact the City of Elmira Code to obtain one or schedule a review within three months after completion of the work.
8. I/We will assume responsibility for the proper and legal disposal of up to 10 cubic yards of lead containing waste, as permissible under New York State laws.
9. I/We agree to provide tenants with written advance notification of the possible need for relocation and manage the temporary relocation of tenants, if required by Healthy Homes and Lead-Paint Hazard Control.
10. I/We understand that upon commencement of remediation and until the property has been cleared, I/we will remain off of the remediation site and I/we will instruct tenants to do the same. At times I/we may be invited to review something with a contractor in which case I/we will make every effort to review promptly & follow their protocols for entering the construction site.
11. I/We understand that personal valuables (e.g. electronics, jewelry) will not be the responsibility of the City of Elmira or the remediation contractor. I/We will notify each tenant that they must remove valuable items from the construction site.
12. I/We agree to follow the Lead Inspection/Risk Assessment (LIRA). In particular, I/We are responsible for maintaining any Lead-Paint Hazards (LBP) identified as “intact” condition on the date of the risk assessment. This includes monitoring components known to have LBP but where no friction or impact was occurring on the date of the field visit. I/We also agree to provide the LIRA to the tenant & make them aware of Lead-Paint Hazards within the unit they are residing.
13. I/We understand that the property will be monitored by the City of Elmira to ensure the property is in compliance with its Lead Management Plan.
14. I/We agree not to transfer all or any part of the ownership of the property for a period of three (3) years from the date of completion. Special consideration for the property transfer may be considered under the discretion of the City of Elmira Community Development Office. I/We understand that failure to comply may require repayment of the grant at a rate of one-third of the principal amount per year.
15. I/We agree to adhere to HUD’s Fair Market Rental Rates and Tenant Income Guidelines over the life of the grant.



16. If a rental unit has a vacancy in the next three years, I/we agree to market the unit to low income families with children under six.
  
17. I/we have been provided the LIRA, which itemizes the lead hazards on my/our property. Replacement items such as doors, siding, windows, trim, will be builder grade. Items requiring special orders will be at the discretion of the contractor. Good faith effort will be made to offer color choices to the owner/landlord.
  
18. I/We understand that the City of Elmira's Lead Hazard Reduction Program Community Development Office utilizes component pricing. I/We have received a copy of this pricing. Component pricing reflects disposal costs, training & certifications, specialized tools, cleaning, and clearances.
  
19. I/We understand a Community Development staff member will request clearance from the State Historic Preservation Office (SHPO). If SHPO determines a property is in a historic category, Community Development will follow SHPO guidelines. I/We will be provided a copy of their determination prior to or at closing.

Owner Signature

Owner Signature

\_\_\_\_\_

\_\_\_\_\_

Insert Name Here

Insert Name Here

STATE OF NEW YORK)  
 CITY OF ELMIRA) ss:  
 COUNTY OF CHEMUNG)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year **2020**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Insert Name Here** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public/Commissioner of Deeds



(STATE OF New York)

ss.: Elmira \_\_\_\_\_, 20\_

COUNTY OF CHEMUNG)

On this \_\_\_\_\_ day of.... 20 , before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, [ \_\_\_\_\_ of \_\_\_\_\_,] signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed [**and the free act and deed of said \_\_\_\_\_**].

**Notary Public**

(STATE OF New York)

ss.: Elmira \_\_\_\_\_, 201\_

COUNTY OF CHEMUNG)

On this \_\_\_\_\_ day of.... 20 , before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, [ \_\_\_\_\_ of \_\_\_\_\_,] signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed [**and the free act and deed of said \_\_\_\_\_**].

**Notary Public**

**My Commission Expires:**

\_\_\_\_\_

**LEAD HAZARD REDUCTION and HEALTHY HOMES PROGRAM**

**Tenant Information (To be completed by tenants of each unit)**

Dear Tenant:

The owner of your rental unit applied to the Healthy Homes and Lead-Paint Hazard Control programs. The program provides home owners with financial assistance to reduce lead hazards from their property.

For the owner to participate in Healthy Homes, you must fill out the following pages. You also must provide two forms of income documentation. Acceptable forms of income documentation are listed on page 14. All information you give to the City of Elmira will be kept confidential. Your landlord will not have access to this information.

Please mail all completed forms and your income documentation to the City of Elmira or give it to your landlord. If you do not provide this information, the property cannot participate in the program.

If you need help with these forms, please call Mitra Pratt at (607)737-5693.

Please note: Households must not exceed the income limits listed below. Households receiving Section 8 automatically qualify (Please provide a copy of award letter). If your household meets the income guidelines, please provide all of the Required Resident Information listed below.

Family Size	30% AMI (EXTREMELY LOW)	50% AMI ( VERY LOW)	60% AMI	80% AMI (LO W)
1 Person	\$15,500	\$25,900	\$31,080	\$41,450
2 Persons	\$17,800	\$29,600	\$35,520	\$47,400
3 Persons	\$21,300	\$33,300	\$39,960	\$53,300
4 Persons	\$25,750	\$37,000	\$44,400	\$59,200
5 Persons	\$30,170	\$40,000	\$48,000	\$63,950
6 Persons	\$34,590	\$42,900	\$51,540	\$68,700
7 Persons	\$39,010	\$45,900	\$55,080	\$73,450
8 Persons	\$43,430	\$48,850	\$58,620	\$78,150

**Required Tenant Information:**

- Copy of your most recent Federal Tax Return
- Proof of income for every income earner in each unit
- Weekly paystubs from the past two (2) months
- Tenant Information Form
- Consent for Lead Screening Form for households with children under six (6) years of age

**LEAD HAZARD REDUCTION and HEALTHY HOMES PROGRAM**

**Income Affidavit**

NAME:

ADDRESS:

OCCUPATION:

NUMBER OF DEPENDENTS:

MONTHLY INCOME:

MONTHLY INCOME OF SPOUSE:

MONTHLY INCOME OF EMPLOYED DEPENDENTS:

INCOME PRODUCED BY REAL ESTATE:

OTHER INCOME:

I hereby certify under penalty of law that the information contained in this declaration is true, accurate and complete to the best of my knowledge. I understand that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_/\_\_/\_\_ **WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

**Appendix F**

**LEAD HAZARD REDUCTION and HEALTHY HOMES PROGRAM**

**APPLICANT DATA FOR REPORTING PURPOSES**

In order to meet State and Federal reporting requirements, the Program requests that the owner(s) / tenant(s) voluntarily supply the following information. This data will **not** be considered in the evaluation of the application.

**A. TITLE:**  **Owner**  **Tenant**

**B. SEX:**  **Female**  **Male**

**C. RACE/ETHNIC DATA**

- Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

## Lead Hazard Reduction Program & Healthy Homes

### Property Owner Affidavit

I/We \_\_\_\_\_ the undersigned homeowner(s), being duly sworn, do  
depose and say that:

I/We understand that any contractual arrangements, beyond the City of Elmira Community Development specifications made between me and the contractor of record are strictly between said contractor and myself, and the City of E assumes no responsibility for those private agreements.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
CITY OF ELMIRA) ss:  
COUNTY OF CHEMUNG)

On the \_\_\_ day of \_\_\_\_\_, in the year 201\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



## Appendix I

Applicant Name(s):

---

Property Address:

---

The Lead Hazard Control Program/Healthy Home Program for which you are applying may be part of one or more City of Elmira (hereinafter the “City”), federal, state, or other programs, including, but not limited to, the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program or Cities Rise Program. Each of these programs has rules and regulations prohibiting conflicts of interest. Conflicts generally arise where the applicant or his or her family or business may have an economic or employment interest in the program or the entity providing the program.

Program regulations generally limit the participation of employees, agents, consultants, officers, or elected appointed officials of the City or any designated public agencies, or sub-recipients receiving Program funds, and those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For federally assisted housing and community development programs, this applies unless an exception is granted by the **U.S. Department of Housing and Urban Development (HUD)**. In order for HUD to grant an exception to such persons there must be a public disclosure of the application and the City’s Corporation Counsel must determine that the participation does not violate state or local law.

The objective of this form is to identify applicants that may have a conflict under the rules and regulations. The City will then determine whether an exception should be granted or requested. The City’s Community Development Office, is responsible for conflict of interest determinations and the coordination of the exception process for federally assisted housing and community development programs.

I would like to be granted an exception, or for federally assisted housing and community development programs to have City of Elmira Community Development Office, request an exception from HUD, to participate in this program.

I am employed at \_\_\_\_\_ in the position of \_\_\_\_\_ I (do) or (do not) perform any duties relating to the Program. \_\_\_\_\_ is the family member to whom I am related. (\_\_\_\_\_).

(Name) (Relationship)

This family member is employed at \_\_\_\_\_ in the position of \_\_\_\_\_.

This family member ( does) or (does not) perform any duties relating to the program.

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

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

STATE OF NEW YORK)

COUNTY OF CHEMUNG) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_ before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public (affix Notary Stamp)

## **Lead Hazard Control Program Disclosure of Lead-Based Paint**

**Lead Warning Statement:**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 rental housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards existing in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Owner Disclosure (initial)**

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the Lessor (check one below)
- Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.



**City of Elmira Community Development  
Lead Hazard Reduction Program & Healthy Homes  
Occupant Protection Plan**

**Project Data:**

Address: \_\_\_\_\_ Unit# \_\_\_\_\_

Occupants: 1. \_\_\_\_\_ 5. \_\_\_\_\_  
2. \_\_\_\_\_ 6. \_\_\_\_\_  
3. \_\_\_\_\_ 7. \_\_\_\_\_  
4. \_\_\_\_\_ 8. \_\_\_\_\_

**Description of lead hazard control work:**

Interior: \_\_\_\_\_  
Exterior: \_\_\_\_\_  
Common spaces: \_\_\_\_\_

**Actions to be taken:** (check box that applies)

- Occupants will be temporarily relocated before and during lead hazard reduction activities to a suitable, decent, safe, and similar accessible dwelling unit that does not have lead based paint hazards that is satisfactory to the occupants.

# of days for temporary relocation \_\_\_\_\_

Contractor to supply temporary housing: \_\_\_ (yes) \_\_\_ (no)

- Occupants will not be temporarily relocated for the following reason (s):  
(circle all that apply)

1. Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
2. Only the exterior of the dwelling unit is treated, and windows, doors ventilation intakes and other openings in or near the work-site are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided.
3. Treatment of the interior will be completed within one-period of 8 daytime hours , the worksite is contained as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g, exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste);
4. Treatment of the interior will be completed within **5 calendar days**, the worksite is contained as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health, or environmental hazards; and, at the end of work each day, the work-site and the area within at least 10 feet of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities;

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Tenant

\_\_\_\_\_  
Date

**City of Elmira Community Development  
Lead Hazard Reduction Program & Healthy Homes**

**DATE**

**ADDRESS**

**Re: 123 Anywhere Street, Elmira, NY**

Dear Property Owner:

Congratulations! The application you submitted for the above-referenced property has been conditionally approved for participation in the Healthy Homes and Lead Hazard Reduction program. Your property will be made lead-safe in accordance with regulations set forth by the U.S. Department of Housing and Urban Development (HUD), the U.S. Environmental Protection Agency (EPA), and the State of New York.

In order to proceed with your application, a full risk assessment must be performed on your property to identify areas that contain lead hazards. You and your tenants (if any) will receive a Notice of Test Results shortly after completion of the inspection. Additionally, the inspector will assess the residence to identify any deficiency that might give rise to hazards that may put the health and safety of the occupants at risk. A report regarding the findings of the hazard assessment will be provided to you for informational purposes only.

A member of the Department of Community Development staff will contact you shortly to schedule an appointment to conduct a lead inspection with our Environmental Consultant. **It is your responsibility to notify your tenant(s) in advance of the lead inspection and to secure access to each unit.**

As a reminder, your approval is contingent upon funding, tax status, and other factors specified by HUD and the City of Elmira. Additionally, by participating in this program, you agree to rent any and all units in accordance with HUD's Fair Market Rental Rates and give rental priority to low-income individuals and families with children under the age of six for the three-year term of your contract. You also agree to maintain your property in accordance with Federal Housing Quality Standards, to follow the property's Lead Management Plan, and to retain ownership of the property for the term of your contract.

Should you have any questions or concerns please feel free to contact the Department of Community Development at **PHONE**

Sincerely,

**City of Elmira Community Development  
Lead Hazard Reduction Program & Healthy Homes**

Date  
NAME  
ADDRESS  
Re: 123 Anywhere Street, Elmira, New York

Dear Mr./Ms. XXXXX:

After reviewing your application, it is determined that your application does not meet the funding criteria for one or more of the following reasons:

- |  |  |
|--|--|
| Delinquent Mortgage Account                  | Over Income                              |
| Current Balance Exceeds Original Loan Amount | Underwriting Issue                       |
| Federal Tax Lien                             | Incomplete Application                   |
| Judgment Lien on Property                    | Missing Income Verification              |
| City of Elmira Tax Delinquency               | Program No Longer Accepting Applications |
| Homeowner's Insurance Expired                | Other: _____                             |

If you wish to appeal this decision or have any other questions, please contact Mitra Pratt at

Sincerely,

XXXXXXX



**CITY OF ELMIRA, NEW YORK**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
City Hall, Third Floor  
317 East Church Street  
Elmira, New York 14901

**HUD Lead Hazard Reduction Grant Program 2020-2023**  
**CONTRACTOR APPLICATION**

Page 1 of 6

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

**Contractor Information**

Business Name (if applicable): \_\_\_\_\_ DUNS#: \_\_\_\_\_

Owner Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Street: \_\_\_\_\_ Unit#: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Alternate: \_\_\_\_\_ E-mail: \_\_\_\_\_

*(Please circle the number you wish to share with homeowners)*

Company is a: Corporation  Partnership  LLC  Other \_\_\_\_\_

Minority Business Enterprise (MBE)  HUD Section 3 Business

Primary Point of Contact: \_\_\_\_\_

Point of Contact Phone: \_\_\_\_\_

EPA Lead Renovation Firm Certification: Current  Expired  Not Yet Certified

Firm Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Copy of Firm Certification attached

EPA Lead Abatement Firm Certification: Current  Expired  Not Yet Certified

Firm Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Copy of Firm Certification attached

Copy of **IRS Form W-9** (Request for Taxpayer ID Number & Certification Form) included with application (required)

Contractor is also licensed to perform **Asbestos Abatement** in New York State (optional)

**I attest that all the information provided in this application is accurate. I agree to notify the Department of Community Development if my licenses or certificates expire. I will provide new copies of any licenses or certifications that are renewed to: HUD Lead-Based Paint Hazard Control Program, City of Elmira, Department of Community Development, 317 East Church Street, Elmira, NY 14901.**

\_\_\_\_\_  
**Company Owner Signature**

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

**Contractor's General Liability Insurance:** Current  Expired  Not Yet Insured

Company: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\*Please note: City of Elmira, Department of Community Development must be listed

as additional insured Copy of Certificate of Liability Insurance attached

**Environmental Liability Insurance:** *(Recommended)*

Company wishes to use existing Environmental Liability Insurance (Certificate attached)

\*Please note: City of Elmira, Department of Community Development must be listed as additional insured

**Workers Compensation Insurance:** Current  Expired  Not Yet Insured  Waiver

Company: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Copy of Certificate of Coverage included with application

**Disability Insurance:** Current  Expired  Not Yet Insured  Waiver

Company: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Copy of Certificate of Coverage included with application

**Please indicate your company's experience with the following skills and activities:**

Building Codes	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Gen. Property Maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Lead Safe Work Practices	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Window Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Window Wrapping	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Door Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Paint Stabilization	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
(Wet scrape, Prime, Paint)	<input type="checkbox"/> <input type="checkbox"/>	
Lead Paint Removal	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
(stripping)	<input type="checkbox"/> <input type="checkbox"/>	
Siding Installation	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Soffit Enclosure Installation	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Stair/Deck Construction	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Haz. Waste Disposal	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____
Aerial/Boom Lift Operation	Yes <input type="checkbox"/> No <input type="checkbox"/>	Years of experience: _____

# Lead Abatement Supervisors

**Supervisor 1:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: (Primary): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Lead Supervisor Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

40hr OSHA

**Supervisor 2:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: (Primary): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Lead Supervisor Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Supervisor 3:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: (Primary): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Lead Supervisor Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

# Lead Abatement Workers

(attach additional pages as necessary)

**Lead Worker 1:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 2:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 3:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 4:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 5:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 6:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 7:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

**Lead Worker 8:** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Lead Worker Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

RRP Certification:  Cert Needed  Copy attached Exp. Date: \_\_\_\_\_

# References

*(We require three references from the past five years)*

**Reference 1:** Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_ E-mail: \_\_\_\_\_  
Date work was completed? \_\_\_\_\_  
Address of project: \_\_\_\_\_  
Brief description of work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference 2:** Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_ E-mail: \_\_\_\_\_  
Date work was completed? \_\_\_\_\_  
Address of project: \_\_\_\_\_  
Brief description of work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference 3:** Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_ E-mail: \_\_\_\_\_  
Date work was completed? \_\_\_\_\_  
Address of project: \_\_\_\_\_  
Brief description of work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supplier References:**  
Name: \_\_\_\_\_ Credit Limit: \_\_\_\_\_  
Name: \_\_\_\_\_ Credit Limit: \_\_\_\_\_  
Name: \_\_\_\_\_ Credit Limit: \_\_\_\_\_  
Name: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

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**Requirements**

**All contractors *must* meet the following criteria and provide documentation (as applicable):**

- Current EPA Lead Abatement Firm Certification
- Current EPA Lead Renovation Firm Certification
- Current EPA Lead Abatement Individual Certifications for each Supervisor and Worker
- Current EPA Lead Renovator Individual Certifications for each Supervisor and Worker
- Current Contractor's General Liability Insurance
- Current Worker's Compensation Insurance
- Current Disability Insurance
- Must have a DUNS Number (registration with Dun and Bradstreet)
- Must be an active registrant in the System for Award Management (Sam.gov)
- Must be current on and in compliance with any applicable Federal, State, or local debts or obligations, including active City of Elmira Findings of Violation or Administrative Orders
- Must not employ registered sex offenders on jobs funded by this program

**City of Elmira HUD Lead Hazard Reduction Program**  
**Standard Component Price List**

<b>Component</b>	<b>Treatment</b>	<b>Price</b>
Floor	Prepare and Paint or polyurethane (primer, two coats finish gloss or semi-gloss floor paint)	\$4.00/ft <sup>2</sup>
Floor	Remove carpet, staples, and padding	\$1.00/ft <sup>2</sup>
Floor	Wet clean carpet	\$2.00/ft <sup>2</sup>
Floor	Cover with 1/2" plywood (fastened with ring-shanked or glue-coated nails, or equal), caulk seams/edges, then paint	\$7.00/ft <sup>2</sup>
Floor	Cover with 1/2" plywood (fastened with ring-shanked or glue-coated nails, or equal), then cover with approved flooring (vinyl tile, sheet goods, or carpet)	\$9.50/ft <sup>2</sup>
Floor	Cover with approved flooring (vinyl tile, sheet goods, or carpet)	\$7.00/ft <sup>2</sup>
Wall	Repair surface damage or replace / cover with approved material, and coat with primer and top coat of paint	\$5.50/ft <sup>2</sup>
Wall	Remove deteriorated paint, prepare surface, coat with primer and top coat of paint	\$2.75/ft <sup>2</sup>
Ceiling, Interior	Repair surface damage or replace / cover with approved material (Drywall, aluminum, vinyl, etc.)	\$4.00/ft <sup>2</sup>
Ceiling	Remove deteriorated paint, prepare surface, coat with primer and top coat of paint	\$2.75/ft <sup>2</sup>
Ceiling tiles	Replace "drop" ceiling tiles with new tiles	\$2.00/ft <sup>2</sup>
Ceiling tiles	Install "drop" ceiling with new tiles and metal supports	\$4.00/ft <sup>2</sup>
Door System Repair (Lead Painted Door)	Repair (re-hang, plane edges, replace broken hinges, etc.) all surfaces on door to prevent edges from contact with jamb. Plane or strip all paint (down to bare wood) from impact points on door. Replace door stop, prepare deteriorated painted surfaces, coat with primer and top coat of paint or polyurethane.	\$300 ea.
Door System Repair (Non-Lead-Painted Door)	Repair (re-hang, plane edges, replace broken hinges, etc.) door to prevent edges from contact with jamb. Replace door stop, prepare deteriorated painted surfaces, coat with primer and top coat of paint or polyurethane	\$250 ea.
Door System Replacement-Interior	Replacement – install new painted or properly coated solid-core door unit, stabilize deteriorated paint on trim and re-paint or install new painted or coated trim, includes all hardware.	\$300 ea.
Door System Replacement-Exterior	Replacement – install new painted or properly coated door unit, stabilize interior deteriorated paint on trim, and wrap exterior with aluminum/vinyl or install new painted or coated trim, includes all hardware and (Ext.) weather stripping, and threshold.	\$750-\$1000 ea. Depending on size
Doorway Repair-Trim/Frame	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$100 ea.
Wrap exterior door	Wrap exterior door with aluminum or vinyl flashing and caulk to create weather and lead barrier.	\$100 ea.
Remove trim or door stops	Remove indicated items from unit and properly dispose of and replace with new.	\$2.50/ Ln ft

Exterior Screen Door Replacement	Replacement – install new painted or properly coated exterior screen door unit, stabilize interior deteriorated paint on trim and wrap exterior with aluminum/vinyl or install new painted or coated trim, includes all hardware and (Ext.) weather stripping and threshold.	\$250 ea.
Door/window Reframe	Reframe door or window unit to fit new door/window	\$50-100 Depending on size ea.
Threshold	Replace/properly cover with carpet or other approved material. Or strip to bare wood, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$75 ea.
Weather-stripping	Replace with new item	\$3.00/Ln ft
Trim and Baseboard	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$3.50/Ln ft
Trim and Baseboard	Replace with new wood trim material, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$6.50/Ln ft
Shelf	Remove indicated items from unit and properly dispose of and replace with new.	\$7.00/Ln ft
Shelf Support	Remove indicated items from unit and properly dispose of and replace with new.	\$5.00/Ln ft
Built in Cabinetry	Cabinets/walls: Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint. Shelves: Cover, strip, or replace, and coat with primer and one coat of finish paint. Drawers: Strip or plane all friction surfaces, coat with primer and one coat of finish paint, or replace drawers. Doors: Repair (re-hang, plane edges, replace broken hinges, etc.) all surfaces on door to prevent edges from contact with jamb. Plane or strip all paint from impact points on door, or replace door. Coat with primer and one coat of finish paint.	\$50 to \$400 ea. Based on Number, Size and Type
Window System Strip, Prep and Paint entire unit	Remove sash, stop, parting bead, and disconnect pulley system. Wet plane or strip all paint from window sashes, tracks/jambes, and wells (or cover well with flashing). Replace stop and parting bead, and re-caulk, prime and paint all surfaces on sash and jamb to match. Remove deteriorated paint from all remaining trim components (interior and exterior), prepare all surfaces, re-paint with primer and two coats of finish paint.	\$450-650 ea. Depending on size  \$550-750 w/Asbestos
Window Prep and Paint entire unit (Previously Installed Replacement Window)	Remove deteriorated paint from all remaining interior components, prepare all surfaces, re-paint with primer and two coats of finish paint, then wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$150 to 350 ea. Depending on size
Window Prep and Paint entire unit (Non-Lead-Sash or Fixed Window)	Remove deteriorated paint from all components, prepare all surfaces, re-paint with primer and two coats of finish paint, and enclose the trough with approved material, wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$150 to 350 ea. Depending on size

Window Prep and Paint entire unit including Sill Replacement (Previously Installed Replacement Window)	Replace sill, remove deteriorated paint from all remaining interior components, prepare all surfaces, re-paint with primer and two coats of finish paint, then wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$200 to 400 ea. Depending on size
Window Prep and Paint entire unit including Sill Replacement (Non-Lead-Painted Sash)	Replace sill, remove deteriorated paint from all components, (interior and exterior) prepare all surfaces, re-paint with primer and two coats of finish paint or wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$200 to 400 ea. Depending on size
Window Sash Replacement (entire unit)	Install replacement unit with U factor of .030 or better, wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$450-650 ea. Depending on size  \$550-750 w/Asbestos
Window Sash Replacement (Window Unit Provided)	Install provided replacement unit with U factor of .030 or better, wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$250-450 ea. Depending on size
Window Sash Replacement (entire unit interior and exterior trim)	Install replacement unit with U factor of .030 or better, replace sill & stops, remove deteriorated paint from all remaining trim components, prepare all surfaces, re-paint with primer and two coats of finish paint, wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$550-700 ea. Depending on size  \$650-800 w/Asbestos
Window Sash Replacement Including Sill (Window Unit Provided)	Install provided replacement unit with U factor of .030 or better, replace sill & stops, remove deteriorated paint from all remaining trim components, prepare all surfaces, re-paint with primer and two coats of finish paint, wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints.	\$300-500 ea. Depending on size
Window Unit Removal, Discard, and Cover	Remove all lead painted window/components & discard. Frame/cover exterior opening with exterior grade plywood, insulate if necessary, then caulk, prime, and paint. Wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints or finish with approved material to match exterior. Finish interior opening with approved material, then prime and paint to match interior, if applicable.	\$100-500 ea. Depending on size and application
Screen Window	Remove and replace existing screen window with a new one, coat with primer and one coat of exterior paint.	\$100 ea.
Sill	Strip to bare wood, coat with primer & 1 coat of finish (gloss or semi-gloss) paint. Or replacement of component with properly coated new wood	\$45 ea.

Apron	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$33 ea.
Apron	Replacement of component with new properly coated wood	\$45 ea.
Interior window Trim (frame)	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint OR replacement of those additional components with new wood that is properly coated	\$50/ window
Exterior window trim	Remove loose paint, and cover (cap) with approved material (aluminum, vinyl, etc)	\$100/ Window
Basement window (ext.) & grate	Repair/remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint. Or cover with exterior grade ½” plywood or ¼” Plexiglas, caulk edges, and paint to match existing exterior.	\$75 to \$100/ Window
Basement Window Replacement	Install replacement unit with U factor of .030 or better, repair/remove deteriorated paint from all remaining trim components, prepare all surfaces, re-paint with primer and two coats of finish paint, wrap exterior trim with aluminum or vinyl flashing and caulk seams/joints	\$300-400 Ea. Depending on size
Medicine Cabinet	Remove indicated item from unit and properly dispose of and replace with new.	\$150 to 300 Based on Size & Type
Arch	Remove deteriorated paint from all components, prepare all surfaces, re-paint with primer and one coat of finish paint	\$75 ea.
Stair Post	Strip stair post, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint	\$20 ea.
Stair Spindles & Base	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint	\$20 ea.
Stair Handrail	Strip hand rail, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint	\$4.00/Ln ft
Handrail	Replace & properly finish to match existing	\$7.50 to \$14.00/Ln ft based on type
Stair Treads / risers	Replace entire tread or riser, properly coat with primer and 1 coat of finish floor paint	\$75 ea.
Stair Treads / risers	Remove deteriorated paint and properly cover entire tread or riser with approved flooring (vinyl with metal bull nose, laminate riser with luan and paint, etc.)	\$35 ea.
Stair Stringer Baseboard	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint	\$5.00/Ln ft
Stair Rim Joist	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$5.00/Ln ft.
Radiator	Remove deteriorated paint from all components, prepare all surfaces, re-paint using high-temperature primer and one coat of finish paint.	\$100 ea. \$200 ea. if unit removal is required
Heat vent cover	Replace or remove deteriorated paint from all components, prepare all surfaces, re-paint with primer and one coat of finish paint	\$20 ea.
Pipes	Remove deteriorated paint, prepare surface, coat with primer and one coat of finish (gloss or semi-gloss) paint	\$3.00/Ln ft
Exterior fence/gate	Remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint	\$10.00/Ln ft

Exterior drain pipe/base	Remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint or replace drain pipe	\$3.50/Ln ft
Ex pipe/gutter	Replace with new material, properly fastened & caulked/sealed. Includes down spouts.	\$8.00/Ln ft
Porch columns and bases	Remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint.	\$95/ unit \$190/ unit replace
Porch apron	Remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint	\$3.50/Ln ft
Porch floor	Cover with 1/2" exterior grade plywood (fastened with ring-shanked or glue-coated nails, or equal) caulk seams/edges and paint, or cover with approved exterior finish material	\$8.00/ft <sup>2</sup>
Porch floor	Remove existing flooring and replace with pressure treated decking with appropriate hardware.	\$10.00/ft <sup>2</sup>
Porch Beam	Wrap exterior beam with aluminum or vinyl flashing and caulk edges to create weather and lead barrier.	\$10/Ln ft
Porch Railing & Balusters	Remove deteriorated paint, prepare surfaces, coat with primer and one coat of exterior paint. Or replace with new & paint.	\$20/Ln ft
Porch 1/2 Wall Cap	Remove loose paint, cover (cap) both top & sides with approved material (aluminum, wood, trex, etc.) caulk seams, then coat with primer and one coat of exterior paint. Or replace with new properly coated wood.	\$10/Ln ft
Wrought iron Railing	Remove deteriorated paint, prep surface, coat with metal primer and 1 coat of (Gloss or semi-gloss) paint	\$4.00/Ln ft
Roof cornice	Remove deteriorated paint, prepare surface, coat with exterior primer and one coat of exterior paint	\$4.50/Ln ft
Roof cornice	Replace deteriorated wood, coat with primer and one coat of exterior paint	\$14.00/ft <sup>2</sup>
Roof cornice	Remove loose paint, cover (cap) with approved material (aluminum, vinyl, etc)	\$18.00/ft <sup>2</sup>
Lift/ Scaffolding	Rental of scaffolding or "lift"	Per invoice + 10%
Furniture/ Belongings	Moving excessive furniture or belongings from property to access work areas	\$30/ hr.
Debris	Remove and properly dispose of debris and/or leaded components	\$30/ hr.
Cleaning/Dust Clearance Preparation	Contractor will prepare and clean all rooms, common areas, and interior/exterior porches (based on scope of project) to achieve dust clearance standards. Includes removal and proper disposal of work debris and refuse, wet-sweeping of gross debris, HEPA vacuuming and washing of all surfaces, and other techniques as necessary, following all applicable HUD Guidelines.	\$200 to \$1250/unit
Exterior Brick Wall	Brick pointing-repair of mortar joints with appropriate compound	\$30.00/ft <sup>2</sup>
Floor Beam	Install or repair floor beam	\$175 to \$300/5 Ln ft
Caulking	Sealing opening with silicone caulk or as specified	\$1.00/Ln ft
Exterior walls and ceilings	Properly seal existing lead paint with TyVek envelope and label as lead. Cover exterior walls with vinyl siding (soffit for ceilings). Includes all trim pieces and hardware. Or wet scrape, prime, and paint siding.	\$5.00/ft <sup>2</sup>

Exterior Wood Siding	Fix and re-pair/re-place damaged wood siding, then prepare surface, coat with primer and top coat of exterior paint to match existing.	\$10.00/ft <sup>2</sup>
Ground	Remove and properly dispose of up to 6" of soil & replace with new soil. Then plant new grass.	\$8.00/ft <sup>2</sup>
Ground	Cover bare soil with 6" of mulch or gravel	\$5.00/ft <sup>2</sup>
Ground	Cover bare soil with 4" of 3,500 PSI Concrete	\$8.00/ft <sup>2</sup>
Ground	Cover bare soil with 3" of Asphalt	\$6.00/ft <sup>2</sup>
Wrap corner boards	Wrap exterior corner boards with aluminum or vinyl flashing and caulk edges to create weather and lead barrier	\$10/Ln ft
Fascia & Soffit & Frieze Board	Label as Lead and wrap exterior fascia & soffit with aluminum or vinyl flashing and caulk edges to create weather a lead barrier. Or wet scrape, prime, and paint soffit, fascia, and frieze board. Remove & re-install gutters as needed.	\$10/Ln ft
Garage Door (Overhead)	Replacement - install new painted or properly coated insulated overhead garage door unit, stabilize interior deteriorated paint on trim, and wrap exterior with aluminum/vinyl or install new painted or coated trim, includes all hardware and (Ext.) weather stripping, and threshold.	\$1000 to \$1500 depending on size
Gable Roof Vents	Remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint or replace with new unit.	\$100/Unit
Lattice	Remove deteriorated paint, prepare surface, coat with primer and one coat of exterior paint or replace with new then paint.	\$6.00/ft <sup>2</sup>
Fireplace Unit Mantle/Trim/Column	Remove deteriorated paint from all fireplace components, prepare surfaces, coat with primer and one coat of finish (gloss or semi-gloss) paint.	\$100 to \$300/Unit Based on Size
Deteriorated components	Replacement of deteriorated components including soffit, fascia, window trim, door trim or another identified deteriorated component	\$10/Ln ft \$10/ft <sup>2</sup>

**\*Any prices not listed will be determined on an as needed basis**

Appendix P

**CONTRACTOR’S CERTIFICATION OF COMPLETION**

RE: Contract for Lead Hazard Control Work  
By and between

**Contractor: ABC Builders, LLC**

And

**Owner: John Smith**

For property at:

Date of Contract:

The undersigned Contractor hereby certifies that to the best of the Contractor’s knowledge, information and belief, the Project covered by the Contract for Lead Hazard Control Work and all of the Contractor’s obligations there under have been completed in accordance with the contract documents and that all of the Contractor’s payment obligations have been fully completed.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
CITY OF ELMIRA) ss:  
COUNTY OF CHEMUNG)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 201\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Job Site Inspection Report**

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

Contractor: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Date Construction Began: \_\_\_\_\_ Abatement: Yes \_\_\_ No \_\_\_

**Date: // @ By:**

**Scope of Work Issues:**

**Are all proper Lead Containment measures being taken?**

Wearing safety-gear: Yes \_\_\_ No \_\_\_ Using Hepa-Vac: Yes \_\_\_ No \_\_\_

Wet-scraping of paint: Yes \_\_\_ No \_\_\_ Using 6mm Poly: Yes \_\_\_ No \_\_\_

**Are Notices Posted in visible area?**

Notice to Residents: \_\_\_\_\_

**Follow Up:**

**Comments:**

Appendix R

Date:

Property Address:

Pursuant to the provisions of contract dated, \_\_\_\_\_, by and between, \_\_\_\_\_ (Contractor), and \_\_\_\_\_ (Owners), the parties thereto hereby agree and stipulate that said contract be amended in the following particulars and specifications.

For those items already bid for **\$16,275.00** the following items shall be included/excluded for the sum of **\$600**.

<u>Description of Work</u>	<u>Addition</u>	<u>Deletion</u>
<b><u>Add:</u></b>		
Frame-in and cover boarded window on right side of house	\$200.00	
Remove and replace rotted T-111 on garage with new material and paint to match	\$225.00	
Install vinyl soffit on left side porch ceiling	\$375.00	
<b><u>Delete:</u></b>		
One window		\$200.00
	<b>Total</b>	<b>\$800.00</b>
		<b>\$200.00</b>
Total Change Order:	\$600.00	
Original Contract Price:	\$16,275.00	
Estimate Cost of Windows:	<u>\$4,620.00</u>	
<b>Total Project Cost:</b>	<b>\$21,495.00</b>	
	Owner's Share:	\$0.00
	Estimate Cost of Windows:	<u>\$4,620.00</u>
	City's Share:	<b>\$16,875.00</b>

**Reason for Contract Change**

Additional lead hazards that need to be addressed.

In witness whereof the owner and contractor have executed this amendment to contract dated                     , as of the date first written above.

This Amendment is not valid without approval from the Department of Community Development, City of Elmira.

\*\*\*\*\*

**APPROVALS**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lead Hazard Control PM

\_\_\_\_\_  
Date

## **REHABILITATION CONTRACT Lead Hazard Control & Healthy Homes Grant**

**THIS CONTRACT** is entered into by and among:

**(Homeowner)** with a principal address of \_\_\_\_\_, **Elmira, New York, 14905**, hereinafter called "Owner" or "Owners" of the real property located at \_\_\_\_\_, **Elmira, New York**, hereinafter called "the Property" or "the Premises"; and \_\_\_\_\_ with a principal address of \_\_\_\_\_, **NY** hereinafter called

"Contractor"; and to the limited extent as herein provided, **The City of Elmira, New York, Department of Community Development**, with a principal address of 317 East Church Street, Elmira, New York, 14901, hereinafter referred to as the "Department".

### **WITNESSETH:**

**WHEREAS**, the United States Department of Housing and Urban Development under the Housing and Urban Development Act of 1965 and the Housing and Community Development Act of 1974, as amended from time to time, provides funding to the City of Elmira's Community Development Department; and

**WHEREAS**, a portion of these funds is used by the City of Elmira's Department of Community Development to assist in the financing of the rehabilitation of privately owned properties in the City of Elmira, New York which properties are owned or occupied by persons of low and moderate incomes; and

**WHEREAS**, the Owner described above desires to use the benefits of such Federal and/or State funded programs for the purposes of making repairs and improvements to their real Property; and

**WHEREAS**, the Contractor warrants that he is licensed and/or qualified to perform the work specified in this Agreement; and

**WHEREAS**, the Department will act as the escrow agent of funds to pay the contract as such is specified in this Agreement;

**NOW, THEREFORE**, the Owner, the Contractor, and the Department for the considerations hereinafter named, mutually agree as follows:

## **ARTICLE 1 CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Rehabilitation Contract, including the Work Write Up (**Change Order**) dated [REDACTED] including any addenda to specifications or drawings attached thereto, and the General Specifications for Material and Workmanship. If lead-based paint reduction activities are included as part of the work to be performed, the Risk Assessment shall be deemed to be a part of the Contract Documents. The Contract represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the methods to be used to perform the Work, the Work shall be performed in accordance with the following priorities:

First Priority	Manufacturer's Instructions
Second Priority	New York State Uniform Fire Prevention & Building Code
Third Priority	Construction/Rehabilitation Contract
Fourth Priority	Work Write Up, including any addenda or drawings attached thereto
Fifth Priority	General Specifications for Material and Workmanship

## **ARTICLE 2 SCOPE OF SERVICES**

The Contractor shall provide all the materials, tools, machinery, (inclusive of all sales tax, delivery charges and permit fees), and supervision necessary to complete the rehabilitation of the Property as set forth in the Work Write-Up and related Contract Documents as set forth in Article 1 (the "Work") for the lump sum price of

[REDACTED] **DOLLARS AND ZERO CENTS**

(§ [REDACTED]). The Contractor and the Owner acknowledge, agree and warrant to each other and to the Department that the Work Write Up fully sets forth the understandings, representations, duties and obligations of the Contractor and that any prior oral or written agreements not embodied within said Work Write Up or this Agreement shall not be binding upon or inure to the benefit of any parties.

The Contractor agrees to perform the Work in conformance with the New York State Uniform Fire Prevention and Building Code as the same is superceded or amended from time to time.

The Contractor further certifies that he/she has read the General Specifications for Material and Workmanship attached hereto and made a part hereof and the he/she will abide by the same in the performance of the Work as though fully set forth herein.

The Contractor does hereby agree that he/she will perform the Work diligently and in a good workmanlike manner, using the materials specified or materials of at least equal quality, provided that the substitution of materials of at least equal quality must be approved by the Owner and the Department.

### **ARTICLE 3 TIME OF PERFORMANCE**

The services of the Contractor are to commence on or after [REDACTED], and shall be completed no later than [REDACTED] time being the essence of this Agreement, unless otherwise extended, in writing, and signed by all the parties.

At the sole option of the Owner, this Agreement may be canceled within seventy-two (72) hours of the Owner's execution of this Agreement. The Owner shall exercise such option only by providing written notice to the Contractor and the Department.

Upon commencement of the Work, the Contractor is expected to be diligent in performing the Work. In the event the Contractor is not diligent in continuously performing the Work, the Owner may terminate this Agreement upon written notice to the Contractor and the Department. The Contractor shall be liable to the Owner for any cost above the contract amount set forth in Article 2 above which the Owner incurs to cause the Work to be completed. In the event of Owner's termination, the Owner and/or the Department shall have no further liability under this Agreement or under any provision of law. Contractor is entitled to be paid for work satisfactorily performed and/or materials furnished prior to termination. The phrase "...not diligent in continuously performing the Work" shall mean the Contractor's failure, without the written consent of the Owner, to continuously perform the Work

for a period of seventy-two (72) consecutive hours, excluding Saturdays, Sundays, and legal holidays observed by State regulated banks in the City of Elmira.

## **ARTICLE 4 OCCUPANCY OF PREMISES DURING CONSTRUCTION**

During the construction, the Premises are to be:

- Vacant
- Occupied
- Temporarily Vacated for Lead-Hazard Reduction Work

If the Premises are to be temporarily vacated for lead hazard reductions work the provisions of Article 10 shall apply during such temporary absence from the Premises.

During all other periods when the Premises are to be occupied during the construction, the Contractor shall make sure that the Premises are not rendered uninhabitable during the course of construction of the Work and shall work cooperatively with the Owner to minimize inconvenience. In the event the Contractor fails to comply with this provision, the Contractor shall be responsible for providing alternative living accommodations satisfactory to the Owner, at no cost to the Owner. Such alternative accommodations shall, at a minimum, be those approved under the City's Relocation Strategy as the same may be amended from time to time.

## **ARTICLE 5 PROGRESS PAYMENTS**

The Contractor shall be paid the contract price in one or more progress payments based upon the value of the Work satisfactorily completed at the time the Progress Payment Request is submitted. Such progress payments shall be disbursed on a weekly basis in amounts of not less than Two Thousand and 00/100 Dollars (\$2,000.00) as portions of the Work are satisfactorily completed, final payment

excluded. Under no circumstances will any advances or payment be made to the Contractor for work not performed.

## **ARTICLE 6 FINAL PAYMENT**

Final payment under the Contract shall be made only when all the following items have been complied with:

1. Final inspection and acceptance of the Work performed by the Owner and the Department;
2. The Contractor furnishes to the Owner, with a copy to the Department, all manufacturers warranties for materials and equipment installed; and
3. The Contractor has delivered to the Owner, with a copy to the Department, a Final Release of Lien stating that the Contractor has no further claims or liens against the Owner for materials, labor, or services supplied under this Contract; and
4. In the event of Lead-Hazard Reduction Work, the Property has passed the required Clearance Test.

It is recognized that seasonal work, such as painting or landscaping, may result in the creation of a "Punch List" of items to be deferred. Such Punch List, together with a time period for the commencement and completion of such items shall be mutually agreed to among the Contractor, Owner and the Department. With the Owner's approval, a change order setting forth the Punch List Items and the agreed upon time period for completion shall be issued. The Owner may notify the Department to retain from the contract sum an amount up to two hundred percent (200%) of the estimated cost to complete such Punch List items.

## **ARTICLE 7 CONTRACTOR AFFIDAVIT**

Prior to each payment by the Owner, the Contractor shall affirm in writing that there are no liens or claims filed against the Contractor or Owner related to materials, labor or services supplied for Work on the Property. No payment shall be made to the Contractor if a lien has been filed with respect to the Work that is the subject of this Contract.

## **ARTICLE RELATIONSHIP OF OWNER & DEPARTMENT**

The Owner and the Contractor acknowledge that the Work to be performed hereunder is being financed, in whole or in part, by funds provided to the Owner by the Department. The Contractor acknowledges and agrees that the Contractor has no contractual relationship with the Department and the Contractor agrees to make no claims against the Department for any monies claimed due or actually due for the Work performed under this Contract, the Contractor's sole remedy and right of action being against the Owner.

By signing this Agreement, the Owner and the Contractor each acknowledges and agrees that the Department is functioning as a grant institution and as such has the right to prescribe the forms to be used, to approve the scope of work, and to inspect and approve the quality of the work. The Owner and the Contractor further acknowledge and agree that the City's participation and actions undertaken pursuant to this Contract do not and shall not make the City or the U.S. Department of Housing and Urban Development liable to the Contractor for a breach of this contract by the Owner. The Contractor's sole remedy is against the Owner of the Property.

The Department will provide administration of this Contract during rehabilitation and throughout the warranty period. Employees or representatives of the Department will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract documents.

Based on an evaluation of the Contractor's invoices for payment and discussions with the Owner, the Department will determine the amounts owing to the Contractor. The Owner has the authority to reject Work that does not conform to the Contract Documents. The Owner acknowledges that the City does not warrant and makes no guarantee to the Owner as to the quality of workmanship and materials used in the Work.

The Contractor shall be in default of this Agreement in the event the Contractor does not correct defective work upon notice of the defect or if the Contractor persistently fails to carry out the Work in accordance with the Contract documents. In such event the Owner may, by written order, order the Contractor to stop the performance of the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE CHANGES IN THE SCOPE OF WORK**

Upon execution of this Contract by the Owner and the Contractor, no modifications shall be made to the scope of the Work as set forth in the Work Write-Up unless such changes are set forth in writing by the Owner and Contractor and approved by the Department. The Department's approval is limited to determining there are adequate funds available to perform the modifications. Prohibited modifications include, but are not limited to: adding items to the scope of Work; deleting items of Work; making changes in the scope or nature of Work to be performed; adjusting the cost of Work; or modifying the time frame for completion of Work.. All necessary changes or modifications shall be identified on a Change Order form provided by the Department. The Owner and Contractor each acknowledge receipt of a Change Order Form to be used for this purpose. Additional forms are available at the Department. The Contractor shall not be entitled to payment for any Work not set forth in the Work Write Up unless there is a Change Order issued for such work. The Contractor acknowledges that he has inspected the Property and the Work to be performed, and represents to the Owner and the Department that the specifications, the Work Write Up and any attachments thereto are unambiguous and describe all the Work necessary to accomplish the intent of this Contract.

## **ARTICLE 10 LEAD HAZARD REDUCTION TERMS**

The Contractor is fully responsible for the means and methods of executing the scope of work associated with Lead Hazard Reduction. The Contractor has certification in Safe Work Practice awareness and lead hazard reduction techniques and therefore agrees to hold the Owner and the Department harmless in the event of any fines from federal, State, or local agencies controlling the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the NYS Department of Labor, the local or state health department, the state office of lead hazard control and any other governmental agency having jurisdiction over the lead hazard reduction work.

During extensive lead hazard reduction activities it is necessary for the Owner and Contractor to work together to facilitate the work. Furniture and occupant belongings can often times be covered and sealed with protective plastic sheeting. This will be the responsibility of the Contractor. The removal of small furnishings from the work area, either to a non-work area of the Property or off-site, shall be the responsibility of the Owner. Additionally, the Owner shall be responsible for packaging all breakables and removing clothing from closets, etc. During extensive

lead hazard reduction work, only workers trained in Safe Work Practices may enter the site. The term “*site*” refers to the area where the lead hazard reduction work is being performed together with other areas of the Property that cannot be sufficiently protected from lead-hazards resultant from the work. This could be one or two rooms or the entire house. This means that neither the Owner nor the occupants are permitted to return to the work *site* during the day or at night. If the Owner has special needs to re-enter the *site*, it may be done only with the approval of the Contractor and the Department.

In the event the Premises need to be vacated during Lead Hazard Reduction work, the Department shall be responsible for providing alternative living accommodations for the Owner. The time period necessary for the Contractor to complete the Lead Hazard Reduction Work is hereby declared to be **14** days, commencing on the **TBD** and ending on the **TBD**. The Contractor acknowledges that time is of the essence for the completion of this work and further acknowledges that the City is incurring expenses related to the relocation of the Occupants during this lead hazard reduction work. Therefore, the Contractor shall be assessed an amount equal to **One Hundred Fifty and 00/100 Dollars (\$150)** for each day, or portion of a day, that the work is not completed after the **TBD**. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract and shall be in addition to any other fines or penalties permitted under this Contract or in law.

## **ARTICLE 11 GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall:

1. Furnish evidence of (i) comprehensive commercial general liability insurance coverage on an occurrence basis with limits not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and an aggregate of Two Million and 00/100 Dollars (\$2,000,000), said coverage not to exclude liability for any lead related work; coverage to name the City of Elmira, its officers and employees as additional insured’s on a primary basis; and (ii) Workman’s Compensation and Disability Insurance, as applicable.
2. Obtain and pay for all permits and licenses necessary for the completion and execution of the Work to be performed. Such permits and licenses shall set forth the actual cost of the Work to be performed;
3. Perform the Work in conformance with the manufacturer’s instructions, and the applicable codes and ordinances, including the New York State Uniform Fire Prevention and Building Code, whether or not covered by the Work

Write-Up and/or drawings for the work. The contractor shall promptly notify the Department of any inconsistencies between the Work Write-Up and such manufacturer's instructions and/or applicable codes;

4. Keep the Premises in broom-clean condition and orderly during the course of the Work and remove all debris upon completion of the Work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise specified in writing;
5. Not assign the Contract without the written consent of the Owner and the Department;
6. Assume full responsibility to the Owner for all sub-contractors; and
7. Not change, delete, or add any item to the Agreement, Work Write-Up or plans, without the execution of a written change order signed by the Owner, Contractor and Department. If any extras are approved, the change order must not be executed, nor work started, until the Department confirms that there are sufficient funds available to pay the work to be performed under the change order.

The Contractor hereby guarantees the Work to be free from all defects in workmanship or materials for a period of two (2) years from the date of final acceptance of the Work required by this Contract. It is further agreed that the Contractor will furnish the Owner, with a copy to the Department, with all manufacturer and supplier's written guarantees and warranties covering materials and equipment furnished under this Agreement.

The Contractor shall permit the Owner, employees of the Department, the U.S. Department of Housing and Urban Development (HUD), or their designees, to examine and inspect the rehabilitation work at any time, unless such inspection would be prohibited based on lead-based paint reduction activities being performed at the time.

## **ARTICLE 12 RESPONSIBILITIES OF THE OWNER**

The Owner shall:

1. Prior to the commencement of the Work, notify his/her insurance company/agent of the nature and extent of the Work about to be performed and arrange for sufficient general liability insurance coverage, if necessary, to cover the Owner during the performance of the Work;
2. Not permit any changes or additions to this Contract, Work Write-Up, or plans without the execution of a written change order approved by the Owner, Contractor and Department. If any extras are approved, the change order must not be executed, nor work started, until the Department confirms that there are sufficient funds available to pay the work to be performed under the change order;
3. Cooperate with the Contractor to facilitate performance of the Work, including the removal and replacement of area rugs, furniture, appliances, knick-knacks, and coverings as necessary;
4. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the Work; and
5. Not cause the performance of the Work to be delayed causing a conflict with Articles 3 and 10 of this Agreement. Any delays in the performance of this Agreement shall be mutually agreed upon, in writing, executed by the Owner, Contractor, and Department.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

Each of the parties to this Agreement represents and warrants to the other that each has the full right and authority to enter into this Agreement.

The Owner represents and warrants that he/she/they have the full right and authority to execute the Note(s), Program Agreement, and Mortgage(s) pertaining to this grant or loan, the proceeds of which will pay this Contract.

The Owner and the Contractor each represents and warrants to the Department, that when executed, this Agreement, and as to the Owner, the Note and Mortgage,

in accordance with their terms does not contravene the Certificate of Incorporation of either party or any law or contractual restriction binding on the Owner or the Contractor.

The Owner and the Contractor each agrees to hold harmless and indemnify the City of Elmira, its officers and employees, from any and all claims, causes of action including bodily injury, death, and/or property damage, and any and all losses, costs and damages of every kind, nature or description arising under this Contract or the performance of the Work set forth herein.

No Member of, or Delegate to, the Congress of the United States shall be permitted to any share or part of this Agreement, proceeds of the loan, or to any benefit to arise from the same. No officer, employee, or member of the governing body of the City of Elmira, including the employees of the City's Department of Community Development, who carry out any function or has any responsibility in connection with the Project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

In the event the Contractor breaches this Contract and is adjudged to be liable to the Owner for Breach of Contract, in addition to any damages awarded to the Owner, the Contract shall pay the Owner's reasonable attorney's fees.

## **ARTICLE 14**

### **Equal Employment/Affirmative Action**

The City of Elmira is a participant in an Affirmative Action/Equal Employment Opportunity Program and encourages the affirmative actions and employment of members of identified minority groups and further encourages their use in the performance of work undertaken through programs financed in whole, or in part, by the Department. Therefore, in furtherance of this objective, the Contractor agrees that he shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. The Contractor further agrees that he shall state in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

**ARTICLE 15**  
**DAVIS BACON FEDERAL LABOR STANDARDS**

The Davis Bacon Federal Labor Standards provisions shall apply to all contracts where the property being rehabilitated will contain twelve (12) or more residential units upon completion of the rehabilitation. See the Davis Bacon Federal Labor Standards Addendum to this contract if such is the case.

**ARTICLE 16**  
**ADDITIONAL CERTIFICATION BY THE CONTRACTOR**

The Contractor certifies that he has read and is fully familiar with the General Specifications for Material and Workmanship and that he will abide by same in the performance of work hereunder as though fully set forth herein. In the event of any discrepancy between the General Specifications and the other Contract documents, the provisions of Article 1 of this Agreement shall apply.

**IN ORDER TO EVIDENCE OUR INTENT TO BE BOUNDED HEREBY**, the Owner and Contractor do hereby execute this document as follows:

**CONTRACTOR**

**OWNER**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Homeowner

Signature of Contractor

Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

*NO WORK TO BEGIN UNTIL A "NOTICE TO PROCEED"  
DOCUMENT IS RECEIVED*

Appendix T

**Mitra Pratt**  
**Program Manager**

**Office: (607) 737-5695**  
**Fax: (607) 737-5696**

Date

Name  
Address

Dear \_\_\_\_\_,

Congratulations on the completion of your recent lead abatement & Healthy Home project. I am sure you are happy to be getting your place back to “normal”. Although rehab projects are never enjoyable, I hope you get satisfaction from knowing that the improvements are proving a safe and healthy home for your family.

Please be sure to get your child(ren) lead tested now that your project has been completed & that the clearance tests allow you to reoccupy your dwelling. This testing can be performed at the Chemung County Health Department or at your family physician’s office.

In an effort to maintain our high standard of participant satisfaction, I am requesting that you complete the survey included in this letter and return it in the envelope provided. Your input is very important to us as we continue to strive for excellence.

Additionally, included in this mailing is your **Work Warranty by \_\_\_\_\_**. Please keep this in a safe place.

I thank you in advance for your assistance and welcome any comments you may have. If you have any questions, please do not hesitate to call me at 737-5695.

Very truly yours,

Mitra Pratt,  
Program Manager  
Department of Community Development

**CITY OF ELMIRA DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**LEAD HAZARD REPAIR PROGRAM**  
**CUSTOMER SATISFACTION SURVEY**

**Name:** \_\_\_\_\_ (optional)                      **DATE:** \_\_\_\_\_

How did you learn about Community Development's Lead Hazard Repair Program?

1. TV/newspaper
2. Internet
3. City of Elmira Code Enforcement Office
4. Chemung County Health Department
5. other: \_\_\_\_\_

How respectfully were you treated by CD staff throughout your process applying for and receiving funding?

1. above average
2. average
3. below average
4. comment please : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How easy was it to understand the application process for the Lead Hazard Repair Program?

1. above average
2. average
3. below average
4. comment please: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How easy was it to communicate with CD staff when needed?

1. above average
2. average
3. below average
4. comment please: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How easy was it to communicate with your contractor when needed?

1. above average
2. average
3. below
4. comment please: \_\_\_\_\_

---

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How satisfied were you with the quality of the work completed by the contractor?

1. above average
2. average
3. below average
4. comment please: \_\_\_\_\_

---

---

Would you recommend the Lead Hazard Repair Program to others?

1. yes
2. no
  - a. If no, why? \_\_\_\_\_
3. comment please : \_\_\_\_\_

---

---

Do you have any suggestions to improve this Program?

---

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Additional comments:

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**CITY OF ELMIRA DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**LEAD HAZARD REPAIR PROGRAM**

**PROCEED ORDER**

**Dated:** \_\_\_\_\_

You are hereby authorized to proceed on or after \_\_\_\_\_, as per your contract dated \_\_\_\_\_ and signed by \_\_\_\_\_ in regards to the improvements specified in said contract for property located at \_\_\_\_\_, Elmira, New York, 14901.

Further, please be advised that **NO** progress payments shall be made to you unless all applicable building permits, plumbing and electrical applications are filed with the City of Elmira's Inspection Services Department.

You must commence this work within 60 days and the work should be completed in 90 days of contract. Completion Date of this job is therefore by \_\_\_\_\_

\_\_\_\_\_

Name of Homeowner

\_\_\_\_\_

Name of Contractor

\_\_\_\_\_

Agency – City of Elmira Community Development

**PLEASE NOTIFY DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**WHEN JOB HAS BEGUN**

Appendix V

Date

Name

Street Address

Elmira, NY

Dear \_\_\_\_\_,

In accordance with the terms of your Agreement: \_\_\_\_\_ is due on \_\_\_\_\_, and each month hereafter, on the 1<sup>st</sup> day of the month, until the sum of \_\_\_\_\_ is paid in full at an interest rate of 3%.

Please make money order payable to “Elmira Community Development”, Five Star Bank, 150 Lake Street, Elmira, NY 14901. NO CASH PAYMENTS WILL BE ACCEPTED.

Please note that any payment not received by the 30<sup>th</sup> of the month in which it is due, shall be subject to a late payment charge. A payment shall be deemed to be received if it is postmarked no later than the 30<sup>th</sup> day of the month in which it is due. The late payment shall be equal to **Ten** percent (10%) of the monthly payment or Twenty and 00/100 Dollars (\$20.00), whichever is less.

Coupon booklets are enclosed for making monthly payments. These coupons must be used so that your payment is properly applied to your account. If the booklets are lost during the repayment period of the loan, you will need to contact our office to obtain a replacement at your cost.

In most cases the final monthly payment will be different than your regular monthly payment. After all coupons are used from the booklet(s), call our office to obtain the final payment amount.

If you have any questions regarding the above information, please give me a call at the above listed number.

Thank you for your cooperation in this matter.

Sincerely,

Mitra Pratt,  
Program Manager  
Department of Community Development

**TRUTH IN LENDING DISCLOSURE STATEMENT  
LEAD HAZARD REPAIR PROGRAM**

**Applicant(s) Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_, Elmira, NY 1490\*

---

<b>Amount Financed:</b>	<b>Finance Charges:</b>
\$ _____	Interest \$ _____
	Prepaid Charges \$ -0-
	<b>Total</b> \$ _____

**TOTAL OF PAYMENTS:**

\$ \_\_\_\_\_ to be paid in \_\_\_\_\_ consecutive monthly payments plus one final payment to be determined.  
\*Please Call Community Development Office for exact amount due for final payment.

**PAYMENT SCHEDULE:**

First payment due on first day of the second month following completion of job in the amount of \$ \_\_\_\_\_.

**PROPERTY INSURANCE:** Must be obtained by the borrower through any company/agent of his/her choice.

---

I, the undersigned, acknowledge receipt of a copy of this statement:

\_\_\_\_\_  
Signature – **Name of Homeowner**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – **Name of Homeowner**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**NOTE TO THE COUNTY CLERK:** Do not record the matter on the following pages 4 through 10 which is a copy of pages 4 through 10 of Master Form of Mortgage recorded by the City of Elmira in the Chemung County Clerk's Office in Miscellaneous Records on November 11, 2002 under Control No. 0211200017.

After Recording Return To: City of Elmira, Dept. Community Development, 317 E. Church St., Elmira, NY 14901

**MORTGAGE – Lead Hazard Repair Program Loan**

**Section 1  
DEFINITIONS OF WORDS USED OFTEN IN THIS DOCUMENT**

The following words will have the following definitions when used herein:

- A) **"SECURITY INSTRUMENT."** THIS DOCUMENT, WHICH IS DATED [REDACTED], TOGETHER WITH ALL RIDERS TO THIS DOCUMENT, WILL BE CALLED THE SECURITY INSTRUMENT.
- B) **"BORROWER."** [REDACTED], WHOSE ADDRESS IS [REDACTED] STREET, ELMIRA, NY, SOMETIMES WILL BE CALLED "BORROWER" AND SOMETIMES SIMPLY "I" OR "ME".
- C) **"LENDER."** THE CITY OF ELMIRA, NEW YORK WILL BE CALLED "LENDER". LENDER IS A MUNICIPAL CORPORATION WHICH EXISTS UNDER THE LAWS OF THE STATE OF NEW YORK, WITH A PRINCIPAL ADDRESS OF CITY HALL, 317 EAST CHURCH STREET, ELMIRA, NEW YORK 14901.
- D) **"NOTE."** THE NOTE SIGNED BY BORROWER EXECUTED SIMULTANEOUSLY HEREWITH, WILL BE CALLED THE "NOTE". THE NOTE SHOWS THAT I OWE LENDER \* [REDACTED] DOLLARS AND ZERO CENTS (\$\*\*00) PLUS 3% INTEREST, AND OTHER AMOUNTS THAT MAY BE PAYABLE. I HAVE PROMISED TO COMMENCE REPAYING THE DEBT BEGINNING ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE LAST PROGRESS PAYMENT AS PER THE REHABILITATION CONTRACT OR ON THE FIRST DAY OF THE SIXTH MONTH FOLLOWING THE DATE OF THE NOTE, WHICHEVER IS EARLIER. BUT IN ANY EVENT, I PROMISE TO PAY THE DEBT OR CAUSE IT TO BE FORGIVEN NO LATER THAN 36 MONTHS AFTER THE DATE SUCH INSTALLMENTS BEGIN.
- E) **"PROPERTY."** THE PROPERTY THAT IS DESCRIBED BELOW IN THE SECTION TITLED "DESCRIPTION OF PROPERTY," AND IS COMMONLY REFERRED TO AS [REDACTED], ELMIRA, NY 1490\*, WILL BE CALLED THE PROPERTY.
- F) **"LOAN."** THE "LOAN" MEANS THE DEBT EVIDENCED BY THE NOTE, PLUS INTEREST, IF ANY, AND ALL SUMS DUE UNDER THIS SECURITY INSTRUMENT, PLUS INTEREST.
- G) **"SUMS SECURED."** THE AMOUNTS DESCRIBED BELOW IN THE SECTION TITLED "BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY" WILL SOMETIMES BE CALLED THE "SUMS SECURED."

H) **"RIDERS."** ALL RIDERS ATTACHED TO THIS SECURITY INSTRUMENT THAT ARE SIGNED BY THE BORROWER WILL BE CALLED "RIDERS." THE FOLLOWING RIDERS ARE TO BE SIGNED BY THE BORROWER. (CHECK BOX, AS APPLICABLE):

o Adjustable Rate Rider

I) **"APPLICABLE LAW."** ALL CONTROLLING APPLICABLE FEDERAL, STATE AND LOCAL STATUTES, REGULATIONS, ORDINANCES AND ADMINISTRATIVE RULES AND ORDERS (THAT HAVE THE EFFECT OF LAW) AS WELL AS ALL APPLICABLE FINAL, NON-APPEALABLE, JUDICIAL OPINIONS WILL BE CALLED "APPLICABLE LAW." THIS SECURITY INSTRUMENT IS BEING MADE IN THE STATE OF NEW YORK.

J) **"Miscellaneous Proceeds."** "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 4(C)) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation or sale to avoid condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "condemnation."

**Section 2**  
**BORROWERS TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY AND SUBORDINATION**

A) TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY: I MORTGAGE, GRANT AND CONVEY THE PROPERTY TO LENDER SUBJECT TO THE TERMS OF THIS SECURITY INSTRUMENT. THIS MEANS THAT, BY SIGNING THIS SECURITY INSTRUMENT, I AM GIVING LENDER THOSE RIGHTS THAT ARE STATED IN THIS SECURITY INSTRUMENT AND ALSO THOSE RIGHTS THAT APPLICABLE LAW GIVES TO LENDERS WHO HOLD MORTGAGES ON REAL PROPERTY. I AM GIVING LENDER THESE RIGHTS TO PROTECT LENDER FROM POSSIBLE LOSSES THAT MIGHT RESULT IF I FAIL TO:

- 1) Pay all the amounts that I owe Lender as stated in the Note, including, but not limited to, all renewals, extensions and modifications of the Note;
- 2) Pay with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- 3) Keep all of my other promises and agreements under this Security Instrument, the Note, and the Program Agreement.

B) DESCRIPTION OF THE PROPERTY: I GIVE LENDER RIGHTS IN THE PROPERTY DESCRIBED IN (1) THROUGH (7) BELOW:

- 1) THE PROPERTY IS LOCATED AT [REDACTED], ELMIRA, NY 1490\*. THE PROPERTY IS IN CHEMUNG COUNTY. IT HAS THE FOLLOWING LEGAL DESCRIPTION:

..... LEGAL  
DESCRIPTION OF PROPERTY TAKEN FROM DEED

2) All buildings and other improvements that are located on the Property described in subsection (1) of this section;

3) All rights in other property that I have as owner of the Property described in subsection (1) of this section. These rights are known as "easements and appurtenances to the Property";

4) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (1) of this section;

5) All fixtures that are now or in the future will be on the Property described in subsections (1) and (2) of this section;

6) All of the rights and property described in subsections (2) through (5) of this section that I acquire in the future; and

7) All replacements or additions to the Property described in subsections (2) through (6) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (1) through (6) of this section.

**C) SUBORDINATION. THE LENDER ACKNOWLEDGES AND AGREES THAT THIS SECURITY INSTRUMENT AND THE LIEN CREATED THEREBY ON THE PROPERTY IS SUBORDINATE TO THE FOLLOWING MORTGAGE AND LIEN:**

(a) Mortgage and lien to **N/A**.

**Section 3  
BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND  
BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (i) I lawfully own the Property; (ii) that I have the right to mortgage, grant and convey the Property to Lender, and (iii) there are no outstanding claims or charges against the Property, except for those listed in Section 2 (B) hereof and which are of public record. I promise that I will defend my ownership of the Property against any claim of such rights.

**Section 4  
COVENANTS**

I promise and I agree with Lender as follows:

**A) BORROWER'S PROMISE TO PAY. UNLESS ALL OR A PORTION OF PRINCIPAL IS FORGIVEN BY LENDER PURSUANT TO THE NOTE, I WILL PAY TO LENDER ON TIME PRINCIPAL AND INTEREST DUE UNDER THE NOTE AND ANY OTHER AMOUNTS DUE UNDER THE NOTE. NO OFFSET OR CLAIM WHICH I MIGHT HAVE NOW OR IN THE FUTURE AGAINST LENDER WILL RELIEVE ME FROM MAKING PAYMENTS DUE UNDER THE NOTE AND THIS SECURITY INSTRUMENT OR KEEPING ALL OF MY OTHER PROMISES AND AGREEMENTS SECURED BY THIS SECURITY INSTRUMENT. LENDER WILL APPLY EACH OF MY PAYMENTS, THAT LENDER ACCEPTS, IN THE**

**FOLLOWING ORDER: FIRST TO PAY ANY INTEREST DUE UNDER THE NOTE; NEXT TO PAY PRINCIPAL DUE UNDER THE NOTE; NEXT TO PAY THE AMOUNTS DUE LENDER UNDER SECTION 2 OF THIS SECURITY AGREEMENT; AND NEXT TO REDUCE THE PRINCIPAL BALANCE OF THE NOTE.**

- B) BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS. I WILL PAY ALL TAXES, ASSESSMENTS, WATER CHARGES, SEWER RENTS AND OTHER SIMILAR CHARGES, AND ANY OTHER CHARGES AND FINES THAT MAY BE IMPOSED ON THE PROPERTY AND THAT MAY BE SUPERIOR TO THIS SECURITY INSTRUMENT.**

Except for the liens identified in the Subordination paragraph in Section 2(B), I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within ten (10) days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this paragraph (B).

- C) BORROWER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE OR PROPERTY INSURANCE. I WILL OBTAIN HAZARD OR PROPERTY INSURANCE TO COVER ALL BUILDINGS AND OTHER IMPROVEMENTS THAT NOW ARE, OR IN THE FUTURE WILL BE, LOCATED ON THE PROPERTY. THE INSURANCE WILL COVER LOSS OR DAMAGE CAUSED BY FIRE, HAZARDS NORMALLY COVERED BY "EXTENDED COVERAGE" HAZARD INSURANCE POLICIES, AND ANY OTHER HAZARDS FOR WHICH LENDER REQUIRES COVERAGE, INCLUDING, BUT NOT LIMITED TO EARTHQUAKES AND FLOODS. THE INSURANCE WILL BE IN THE AMOUNTS (INCLUDING, BUT NOT LIMITED TO DEDUCTIBLE LEVELS) AND FOR THE PERIODS OF TIME REQUIRED BY THE LENDER. WHAT LENDER REQUIRES UNDER THE LAST SENTENCE CAN CHANGE DURING THE TERM OF THE LOAN. I MAY CHOOSE THE INSURANCE COMPANY, BUT MY CHOICE IS SUBJECT TO LENDER'S RIGHT TO DISAPPROVE. LENDER MAY NOT DISAPPROVE MY CHOICE UNLESS THE DISAPPROVAL IS REASONABLE.**

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this paragraph (C) will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note applicable to unpaid Principal from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed, in writing, not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 4(A). If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 13 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- D) **BORROWER'S OBLIGATIONS TO OCCUPY THE PROPERTY. I WILL OCCUPY THE PROPERTY AND USE THE PROPERTY AS MY PRINCIPAL RESIDENCE WITHIN THIRTY (30) DAYS AFTER I SIGN THIS SECURITY INSTRUMENT. I WILL CONTINUE TO OCCUPY THE PROPERTY AND TO USE THE PROPERTY AS MY PRINCIPAL RESIDENCE FOR THE TERM OF THE NOTE.**
- E) BORROWER'S OBLIGATIONS TO MAINTAIN AND PROTECT THE PROPERTY AND TO COMPLY WITH LAWS AND ORDINANCES.

1. **Maintenance and Protection of the Property.** I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under paragraph 4(C) of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.
2. **Compliance with Laws and Ordinances.** I will maintain the Property at all times so that it complies with the New York State Uniform Fire Prevention and Building Code and the Code of Ordinances of the City of Elmira. I will not use or permit anyone else to use the Property for any illegal purpose nor will I commit or permit anyone else to commit a crime while on the Property.
3. **Lender's Inspection of Property.** Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

**F) Continuation of Borrower's Obligations to Maintain and Protect the Property.** The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this paragraph (F). These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this paragraph (F) are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property.

- 1) Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

## **Section 5**

### **LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY**

Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument if:

- (A) do not keep my promises and agreements made in this Security Instrument;
- (B) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for condemnation or forfeiture (as defined in Section 6), proceedings which could give a person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or
- (C) I have abandoned the Property.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 5, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 5.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 5. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note applicable to unforgiven Principal. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

## **Section 6 AGREEMENTS ABOUT MISCELLANEOUS PROCEEDS; FORFEITURE**

All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be

applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 4(A).

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, less any Principal forgiven, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date the Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

## **Section 7 LENDER'S RIGHTS**

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 13 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

## **Section 8 OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS**

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's

rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

**Section 9**  
**NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT**

All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**Section 10**  
**LAW THAT GOVERNS THIS SECURITY INSTRUMENT; WORD USAGE**

This Security Instrument is governed by federal law and the law of New York State.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and the words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

**Section 11**  
**BORROWER'S COPY**

I will be given one copy of the Note, the Program Agreement, and this Security Instrument.

**Section 12**  
**AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED**

Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument, less any Principal forgiven, if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

If Lender requires Immediate Payment in Full under this Section 12, Lender will give me a notice which states this requirement. The notice will give me at least thirty (30) days to make the required payment. The thirty (30)-day period will begin on the date the notice is given to me in the manner required by Section 9 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

### **Section 13 NON-UNIFORM COVENANTS**

I also promise and agree with Lender as follows:

**Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 12 of this Security Instrument, if all of the conditions stated in subsections (1), (2) and (3) of this Section 13 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 13 only if all of the following conditions are met:

1. **I FAIL TO KEEP ANY PROMISE OR AGREEMENT MADE IN THIS SECURITY INSTRUMENT, THE PROGRAM AGREEMENT, OR THE NOTE, INCLUDING, BUT NOT LIMITED TO, THE PROMISES TO PAY THE SUMS SECURED WHEN DUE, OR IF ANOTHER DEFAULT OCCURS UNDER THIS SECURITY INSTRUMENT;**
2. **LENDER SENDS TO ME, IN THE MANNER DESCRIBED IN SECTION 9 OF THIS SECURITY INSTRUMENT, A NOTICE THAT STATES:**
  - (a) The promise or agreement that I failed to keep or the default that has occurred;
  - (b) The action that I must take to correct that default;
  - (c) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
  - (d) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
  - (e) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have.
1. **I DO NOT CORRECT THE DEFAULT STATED IN THE NOTICE FROM LENDER BY THE DATE STATED IN THAT NOTICE.**



Date

Insurance Company

Street Address

Elmira, NY Zip Code

To Whom It May Concern:

This is to advise you that Name of Homeowner has received a Rehabilitation Loan/Grant from the City of Elmira's Community Development Office secured by a mortgage on the property located at Street Address, Elmira, NY Zip Code.

We would like to be listed on the policy as mortgagee, City of Elmira, a municipal corporation, City Hall, Elmira, New York 14901, c/o Community Development.

Thank you for your cooperation in this matter.

Sincerely,

Mitra Pratt  
Program Coordinator

**AFFIRMATIVE ACTION CERTIFICATION  
LEAD-HAZARD REDUCTION GRANT**

I/we of the Town/Village/City                     , the County of                      and State of New York,

hereby certify that I am the representative of the firm of                     , the contractor making the proposal for the project, and that I executed the said proposal with full authority to do so; that said bidder hereby affirms that he will abide by all terms of the “Affirmative Action Law”, P. L. 1975, C. 127 as set forth in the specifications.

---

Signature

---

Title

---

Date

**CUSTOMER:** \_\_\_\_\_, Elmira, NY

**Community Development LEAD**

**NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW:**

You have entered into a transaction on \_\_\_\_\_ 2020 which may result in a lien, mortgage, or security interest on your home. You have a legal right under Federal Law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

COMMUNITY DEVELOPMENT  
317 EAST CHURCH STREET  
ELMIRA, NEW YORK, 14901

By mail or email sent not later than midnight of \_\_\_\_\_ 2020. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Customer Signature

I hereby acknowledge receipt, on the date of this Notice, of two completely filled in copies of the above Notice of Right of Rescission.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Customer Signature

**EFFECT OF RESCISSION.** When a customer exercises his right to rescind, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after the tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.