

CITY OF SAN DIEGO - LEAD SAFETY COLLABORATIVE GRANT PROGRAM
OWNER ACKNOWLEDGEMENT

Site Address _____ **Apt / Unit** _____ **Zip Code** _____

This document is intended to ensure property owners are: 1) aware of the services to be provided by the City of San Diego's, Lead Safety Collaborative (LSC) grant program; 2) aware of the limitations of those services and; 3) are aware of the property owner's and occupant obligations upon enrolling their property into the Program.

The Residential Lead-Based Paint Hazard Reduction Act (Title X), as amended, establishes the criteria by which assistance this funding can be used. The intent of the funding is to reduce the maximum possible number of children that are less than 6 years of age or pregnant women, in low income families, from being exposed to lead hazards. This program therefore, gives priority to qualifying households with the most children currently residing, or frequently visiting, who are less than 6 years of age.

Eligible properties will receive a healthy homes inspection that includes a complete lead-inspection, lead-risk assessment, and healthy homes assessment. After the inspection, a LSC representative will contact you to review the results of the inspection and scope of services to be provided to remediate the hazards, which will be summarized in a hazard assessment report which you will be provided: The report will include:

- A summary of the components on the property where the paint has been classified as lead containing
- A summary of any lead hazards identified
- A summary of any health and safety hazards identified
- A scope of services to be provided to eliminate the identified hazards
- An ongoing maintenance plan to ensure the property remains lead-safe

Hazards identified during the home assessment will be corrected and paid for using U.S. Department of Housing and Urban Development (HUD) funds and/or program partner services. All remediation contractors under contract by the City will be required to include a 3 year warranty for their services.

LSC is a collaboration of partner organizations that provide a variety of program services, including energy efficiency and weatherization programs that reduce utility bills while maintaining comfortable living conditions throughout the year. An LSC representative will contact **one** energy efficiency or weatherization service provider in your area who will contact you directly to enroll into an energy efficiency and/or weatherization program. Additional eligibility requirements may apply in order to receive these services. These services may include, but are not limited to, water heater repair/replacement, furnace repair, attic insulation, window and door weatherization, and installation of low flow water fixtures. In some instances, you might be eligible for the installation of solar panels at no cost to you. In this case, program partner Grid Alternatives will contact you directly to provide you detailed information about their program.

HUD funds are intended to eliminate lead-hazards from residential units. Lead Hazards are defined as: 1) Deteriorated lead-based paint; 2) lead-contaminated dust and; 3) Lead contaminated soil. HUD funds are **not** intended to eliminate lead-based paint from your property, although in some instances (when it is cost effective and allowable) the program may eliminate lead-based paint from certain components and/or surfaces, including surfaces where the paint is alligating. As such, surfaces with deteriorated paint that are not subject to friction or impact may undergo “paint film stabilization”, which is the removal of the deteriorated lead-based paint, and repainting. When it is cost effective and allowed, some components (typically those subject to friction or impact) will be replaced. Window replacement is typically a cost effective means of treating windows when it is allowed.

Although “paint film stabilization” is a common method to eliminate identified lead hazards, HUD funds are not intended to re-paint properties. Only those components that have been identified as having deteriorated lead-based paint will be treated. In some areas where there is only minimal deterioration, and it is cost prohibitive to paint an entire surface, touch-up painting will be utilized.

You will have the option of providing the contractor with the existing paint color information, or the Contractor will utilize current color matching techniques. Due to the limitations of color matching techniques, the final colors may not match exactly.

HUD funds can also be used to conduct minimal rehab to eliminate the cause of paint deterioration. In general, these remediations must be directly related to the recommended treatments prescribed in the lead risk assessment. Some examples of minimal rehab include: repairing leaking plumbing, reduction of moisture intrusion, repairing flashing on a leaking chimney, and repairing or replacing defective gutters and downspouts.

HUD funds will also be used to eliminate other health and safety hazards in properties that have identified lead hazards. Health and safety remediations may include: asbestos and mold remediation; addressing moisture and ventilation problems; radon remediation; poisoning prevention, trip and fall hazards, and the implementation of an Integrated Pest Management (IPM) program for cockroach, rodent, flea, and/or bed bug infestation.

Health and safety contractor activities typically do not require relocation and are done separately from the lead-abatement contractor activities. Occupants will be required in many cases to be temporarily relocated during lead abatement activities and to remain out of the work area until the unit has been cleared of lead hazards. A LSC representative will discuss the relocation process with residents that need to be relocated. They will be notified of the available relocation options and the number of days that they will be expected to remain out of their units. All relocation costs will be funded by the grant. Hotel accommodations will be provided and paid for by the LSC program and compensation for temporary relocation purposes will be made as follows:

- Daily stipend to when staying with friends of \$35 per adult and \$20 per child
- Daily stipend while staying at a hotel of \$20 per adult and \$10 per child

Prior to the renovation, residents will be required to move their personal belongings so the renovation contractor will be able to conduct these renovations. A LSC representative will assist each resident with what needs to be done to prepare their unit. Residents will be furnished packing materials (bags, boxes and tape) as needed to store personal belongings. Objects that are too large to be moved by the residents may be added to the Contractor’s scope of work.

The Property Owner will be identified on each Hazardous Waste Manifest as a Hazardous Waste Generator. A temporary EPA ID will be generated in accordance with applicable hazardous waste disposal regulations and the Owner will be invoiced \$7.50 for the waste manifest from the California Board of Equalization (BOE) in June of the following year.

Owner and resident personal information will remain confidential at all times, and will never be made publicly available. LSC may use the data associated with this project with all personal information removed.

In addition to the various visits already mentioned, LSC staff will visit each household to provide lead and healthy homes related supplies and education. This will be completed in two separate visits that are not related to other visits mentioned herein.

For properties with rental units:

You will need to inform your tenants that a representative of the LSC will be contacting them to provide them detailed information about the program. You will be requested to assist if any of your tenants are uncooperative, fail to keep their appointments, or if we are unable to contact them.

Upon conclusion of the project, your rental property will be included in the City's Lead Safe Housing Registry. This registry identifies housing that has been made lead-safe through various HUD funded lead remediation programs.

By signing below:

- You certify that you are the legal owner of this property, you have no current plans to sell the property within the next three years, and the property is not is not currently involved in any probate proceedings.
- You understand and agree to abide by the specific terms contained in this document.
- You understand that any failure to comply with your obligations may result in being held liable for all costs that have been incurred related to your property.
- You agree to allow the lead-abatement contractor or a representative of the City to sign the hazardous waste manifest on your behalf as the Hazardous Waste Generator.
- While this property is in your possession, you agree to maintain your property in a lead safe manner. As such: 1) residents will be required to report any areas of identified paint deterioration to the owner or owner's agent; 2) Any deteriorated paint identified that is classified as lead containing (as noted in the provided lead inspection report) will be remediated in a lead-safe manner within 30 days of being identified; 3) The owner or their agent will conduct an annual visual inspection to evaluate all interior and exterior painted surfaces for paint deterioration; 4) Renovations, repairs, remodeling and/or painting projects performed will be conducted by an EPA certified RRP Contractor when compensation is involved in a lead safe manner (as currently required per San Diego Municipal Code, Article 4, Division 10: Lead Hazard Prevention and Control Ordinance).

- You agree to allow the documents you provide that will be used for determining your eligibility to be made available to LSC partner agencies in order to determine your eligibility to receive services administered by these agencies.
- You acknowledge that you are to make yourself and your home available to the various site visits by LSC staff and service providers as needed to complete the program, and will schedule and keep your appointments with these agencies.
- For up to 3 years beyond the date of the lead-hazards being remediated, you consent to an annual re-inspection by LSC staff. If it is determined that a lead hazard exists, you will be required to have the lead hazard remediated.
- If an Integrated Pest Management plan needs to be implemented, you agree to actively participate by: 1) Working with LCS to identify and eliminate areas the pests can access your property; 2) maintain the property after the renovation by keeping your residence and surrounding areas free of clutter and eliminate sources of food and water using safe cleaning products; 3) apply least toxic roach gels and or boric acid powders in your household as instructed; 4) keep areas that pest might gain access to your residence sealed.
- If relocation is required, a lead abatement contractor will take possession of the unit. Keys to residential units will be provided to the Contractor, and the resident(s) will remain out of the unit until the unit has been cleared of lead-hazards. The resident(s) will be required to follow the policies for any hotel where they may temporarily reside.
- The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all records and reports concerning lead-based paint and/or lead-based hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.

For properties with rental units, by signing below:

- You agree to give rental priority to families with children under the age of six (or a pregnant woman) for not less than 3 years following the completion of lead abatement activities for all units made lead safe.
- You certify that you will notify the LSC of changes in occupancy at your property occur while your property is enrolled in the program.
- You certify that you have no current intent or reason to evict any tenants of the property and guarantee the tenants' right of return to their units upon completion of the project.
- You agree to hold rents at the current rates for a one year period and shall not increase more than 5% per year during the remaining two-year commitment.

- You authorize the LSC’s contractor(s) to utilize the property’s electricity, water and plumbing facilities for needs associated with the project, and to notify the City if any utility usage is deemed excessive .

Business Name: (legal name of property owner) _____

Applicant's Signature

Date

Co-Applicant's Signature

Date

**CITY OF SAN DIEGO- LEAD SAFETY COLLABORATIVE GRANT PROGRAM
OWNER INTAKE FORM**

Address _____ Apt / Unit # _____ Zip Code _____

Total # of Units in Complex _____ Total # of Buildings on Property _____ Year Built: _____ (if known)

Owner:

First Name _____ Last Name _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Primary Language (circle one): English Spanish Other _____ E-Mail: _____

Apartment Manager First Name: (If applicable) _____ Last Name _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Manager Address: _____ E-Mail: _____

City _____ State _____ Zip Code _____

List the addresses of any other properties in the City of San Diego that you own:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

The LSC is a collaboration of partner organizations and I agree to allow the information and documents that pertain to my property to be shared with LSC partner agencies. I agree to allow the documents I have provided used for determining my eligibility can be made available to these partner agencies in order to determine my eligibility to receive services administered by these agencies.

I understand and certify that the information provided above is true and complete.

Applicant's Signature

Date

Co-Applicant's Signature

Date

San Diego Lead Safety Collaborative Grant Program

AUTHORIZATION TO RELEASE ASSESSOR'S RECORDS

To: San Diego County Assessor's Office

Subject: Residential Building Record

The undersigned owner(s) of residential property indicated below hereby authorize the San Diego County Assessor's Office to release the Residential Building Record for the property to the San Diego Lead Safety Collaborative Grant Program.

Property Address: _____
Street Address City State Zip

Assessor's Parcel Number (APN) (if known): _____

Print Applicant Name Applicant Signature Date

Print Co- Applicant Name Co-Applicant Signature Date