

COUNTY OF SUMMIT LEAD HAZARD REDUCTION PROGRAM VACANT RENTAL APPLICATION

ABOUT THE PROGRAM

The County of Summit Lead Hazard Reduction Program (SCLHR) is <u>not</u> an emergency program. Homes must be located in the County of Summit, Ohio.

Rental owners and their tenants may apply if <u>all</u> the following criteria are met:

- The home is built before 1978.
- Property tax payments are not delinquent.
- The home meets local ordinances and housing codes.
- The home is registered as a rental with the Summit County Fiscal Office and with the City where located in the Rental Owner's name.
- The home is free of clutter, insects, rodents, and unsanitary conditions.

VACANT RENTAL REQUIRED DOCUMENTS:

| Ш | Proof of identity (current Photo or State ID) |
|---|--|
| | A copy of your current homeowner's insurance listing address |
| | Power of Attorney, LLC, or Corporation Agreement document which names the rental |
| | owner alternate who can sign SCLHR Program documents, if needed. |

HOW THE PROGRAM WORKS AFTER THE APPLICATION IS APPROVED

*Timeline may vary for each applicant

- A Summit County Public Health (SCPH) Lead Risk Assessor will contact you to schedule a time to do a lead risk assessment. A report will be mailed with a list of the lead hazards.
- The Owner(s) will sign off on the scope of work to be bid on by contractor(s) and will receive an estimated cost of work.
- A pre-bid meeting is scheduled at the house to allow contractors to see the work that needs to be done.
- The Contractor with the lowest most responsive bid is awarded the job and the County of Summit will hold the contract with the winning contractor.
- The County of Summit will schedule a time for the owner(s) to sign their mortgage documents and access agreement. The mortgage amount is calculated by taking 20% of the contractors' lead bid and securing it with a 5 year, deferred, forgivable loan and the remaining bid is a grant to the



owner. The loan is forgiven in equal portions over 5 years on the anniversary date of executing the mortgage documents. The amount forgiven each year is not pro-rated during the year. The loan will become due if the home is sold, transferred or no longer the primary residence of the owner within the loan term. The unit must remain as a rental and maintain registration with the County Fiscal Office and City where the home is located.

- The owner must add the County of Summit as an "Additional Insured" to their homeowners' insurance policy for the term of the loan. Documentation must be provided prior to closing of the addition.
- Property taxes must be current and remain current for the term of the loan.
- SCPH Grant staff will call to give the date that the contractor will begin lead work. A time will be scheduled to plan for relocation to a friend or family home or to a hotel with a kitchenette, of SCPH choosing, paid by the Program. No food will be purchased using the program. Only individuals listed on the application as living in the home will be permitted to use the hotel pool, additional guests are not permitted to use hotel amenities.
- Lead work will not start if the dwelling is cluttered, infested with insects or rodents, or unsanitary. The program will NOT pay for pest extermination. Pest extermination must be completed by a licensed pest control operator and a receipt shall be shown to Summit County Public Health.
- The rental owner must attempt to rent to low-income families with children under the age of 6 years either residing in the home or visiting. A copy of each lease that lists occupant names and ages must be provided to the County of Summit for the term of the loan.
- Once lead work begins, no one can enter the residence until it is tested and found lead safe. SCPH staff will call the owner and advise when they are able to return.

If program eligibility criteria are met, return the enclosed application with the required documents. Failure to comply may result in termination of participation in the Lead Paint Hazard Reduction Grant Program.

Please call 330-926-5600 (SCPH) or 330-643-8013 (SCDOD) if you have questions or concerns.

| If you understand and agree to these guidelines, please sign, an application. | nd date | below | and re | eturn | with | your |
|---|---------|-------|--------|-------|------|------|
| Signature of Rental Owner or Authorized Representative |] | Date | | | | |
| Signature of Rental Co-Owner or Authorized Representative |] | Date | | | | |





COUNTY OF SUMMIT LEAD HAZARD REDUCTION VACANT RENTAL APPLICATION

Mail Documents To:

County of Summit SCLHR 175 S Main St, Room 207 Akron, Ohio 44308

330-643-8013

In-Person Drop Off:

Summit County Public Health 1867 W Market St Akron, Ohio 44313

330-926-5690

All sections of the Application must be completed. Indicate "N/A" if it does not apply to you. *Incomplete applications will be removed.*

PART 1 – RENTAL OWNER APPLICANT INFORMATION

| Name: | | | | | |
|----------------------------------|------------------|------------------|--|---------------|-----------------------|
| (First) |) | (Midd | le) | (Last | |
| Address: | | | | | |
| (Stree | | (City) | | (State) | (Zip) |
| Are you the owner of | f record for thi | s property? | Yes □ No | | |
| Rental Address: | | | | | |
| (Stree | t) | (City) | | (State) | (Zip) |
| Home Phone #: | | | _ Cell P | hone #: | |
| Social Security Num | ber: | | _ Date o | of Birth: | |
| Email: | | | | | |
| Gender Identity: | □ Male | ☐ Female | | | |
| Are you a veteran? | ☐ Yes | □ No | | | |
| Marital Status: | ☐ Married | ☐ Divorced | ☐ Widowed | ☐ Single | |
| Are you (Please che | ck only one of | f the following) | : Required for | Federal Fun | ding Purposes |
| ☐ White | | | ☐ Black/Afri | can American | /White |
| ☐ Black/African American | | | ☐ Asian/White | | |
| ☐ American Indian/Alaskan Native | | | ☐ American Indian/Alaskan Native/White | | |
| ☐ Asian | | | ☐ Am. Indian | /Alaskan Nati | ive/Black/African Am. |
| ☐ Native Ha | waiian/Other I | Pacific Islander | ☐ Other Mult | ti-Racial | |



| PART 2 – CO-APPI | LICANT INF | ORMATION | □ Cneck | nere if there is | no Co-Applicant |
|---------------------------------------|----------------|--------------------|---|------------------|-----------------|
| Name: | (First) | | (Middle) | (La | at) |
| | (FIISI) | | (Middle) | (La | Si) |
| Address: | | | | | |
| (Stree | t) | (City) | | (State) | (Zip) |
| Home Phone #: | | | _ Cell Phone | e #: | |
| Social Security Num | ber: | | _ Date of Bi | rth: | |
| Email: | | | | | |
| Gender Identity: | | | ☐ Prefer not to sa | у | |
| Are you a veteran? Marital Status: | | □ No □ Divorced | □ Widowed □ | Single | |
| Are you (Please che | ck only one of | f the following): | Required for Fed | leral Funding l | Purposes |
| ☐ White | · | 3, | ☐ Black/African American/White | | |
| ☐ Black/Afri | can American | | ☐ Asian/White | | |
| ☐ American ? | Indian/Alaskar | n Native | ☐ American Indian/Alaskan Native/White | | |
| ☐ Asian | | | ☐ Am. Indian/Alaskan Native/Black/African Am. | | |
| ☐ Native Hav | waiian/Other P | Pacific Islander | ☐ Other Multi-Ra | ncial | |
| PART 3 – Rental ov | vner alternate | who can sign S | SCLHR document | s | |
| Name: | | _ | Name: | | |
| Address: | | | Address: | | |
| Phone Number: | | | Phone Number: | | |
| Title: | | | Title: | | |
| PART 4: HOME IN | SURANCE II | NFORMATION | N | | |
| Do you currently have | e homeowners | s' insurance? | □ Yes □ | No | |
| Insurance Company | Name: | | | | |
| Agent Name: | | | | | |
| Address: | | | | | |
| Phone: | | | Email: | | |



PART 5: VACANT RENTAL OWNER/S AGREEMENT

The Owner(s) confirms that he/she/they is/are the legal owner of the property described in this application.

The Owner(s) understands that:

- It is a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction (Section 1001 of Title 18 of US Code).
- The home's property tax must be paid in full. If a payment plan is set up with the County Fiscal Office, a copy of the plan should accompany the Application. Once the payment plan is established, a minimum of 6 payments must be made and the next half must be paid as well.
- The property must be registered as a rental with the Summit County Fiscal Office and with the City where the house is located if applicable.
- The property must meet local ordinances/codes occupancy, zoning, and property maintenance.
- The property must be insect and rodent free. Any extermination is NOT paid by the program and must be done by the owner using a licensed pest control operator. Documentation must be provided that extermination was completed prior to lead work starting.
- A lead risk assessment must be completed on the home. The lead risk assessment is completed by Summit County Public Health. Results from the lead risk assessment will be shared with the rental owner(s) and will determine what, if any lead assistance may be provided. All utilities must be turned on at the unit.
- The Summit County Public Health Lead Risk Assessor will need access to each room of the home (including attic and basement) and must have a clear path to each window. If the Lead Risk Assessor does not have access to each room and window the lead risk assessment will be canceled until such time that the lead risk assessor feels that they have appropriate.
- Window treatments need to be removed where windows are being replaced, access to windows and porches must be clear. The Owner(s) understand that program is not responsible for anything broken or stolen before, during, or after the work is done.
- A 5-year *deferred forgivable* mortgage loan and a lien will be placed on the property and understand(s) that home insurance is required for the 5-year loan period with the County of Summit listed as an Additional Insured. The Rental Owner(s) understands that the payment of property taxes and additional assessments must be kept current for the term of the loan.
- The Owner(s) will pay 20% of the contractors bid. The payment by cashier's check or money order is due when the mortgage loan documents are signed at the County of Summit Department of Community and Economic Development office located at 175 S. Main St., Room 207, Akron, Ohio 44308.
- Rent cannot be significantly raised for 5 years after the SCLHR process has been completed.
- Priority for rental should be given to low-income families with children under age 6 years living or visiting the home for 5 years after the program work has been completed. A copy of every lease shall be provided to Summit County with a list of occupants and their ages for the term of the loan.



- The current tenants cannot be evicted because of their participation in the program.
- Any verbal or physical abuse or threats to Summit County staff, contractors, or their employees may result in immediate termination of assistance and that any work performed will be at the expense of the rental owner(s).

Mortgage documents for work to be done will be signed at the County of Summit Department of Community and Economic Development office located at 175 S. Main St., Room 207, Akron, Ohio 44308.

A photocopy of this application is valid as the original. Notarized documents must be original.

All Rental Owners or Authorized Representative will sign this form and provide information as needed.

The Summit County Public Health representative has my/our permission to complete or fill in any missing information on my/our application.

If you understand and agree to these guidelines, please sign, and date below and return with your application.

| Signature of Rental Owner or Authorized Representative | Date | | |
|---|------|--|--|
| Signature of Rental Co-Owner or Authorized Representative | Date | | |

This section is intentionally left blank.



PART 6: RENT & ADVERTISING AGREEMENT

| I/we agree to advertise the rental property at | |
|--|---------------------------------|
| (Address of Property, City, State and Zip code) | |
| to low to moderate income families with children less than 6 years from the date the lead hazard control process has been completed a | |
| I/we understand that if a tenant vacates the rental, I/we must try to low to moderate income families with children less than 6 years of Laws. All leases and/or rent rolls will be provided upon request ov | age, following all Fair Housing |
| I/we agree not to raise the rent on the above-listed property for a perhas been completed and accepted and agree not to raise the rent as improvements made through the SSCLHR Program. | _ |
| Signature of Rental Owner or Authorized Representative | Date |
| Signature of Rental Co-Owner or Authorized Representative | Date |

This section is intentionally left blank.



PART 7: WALK AWAY POLICY

Regardless of eligibility, under certain circumstances, an applicant may not receive assistance through the Lead Based Paint Hazard Reduction Program. Such circumstances include, but are not limited to:

- The owner and/or applicant becomes verbally or physically abusive and/or threatens staff members.
- During the course of the lead abatement work the owner and/or tenant continually fails to cooperate with staff or contractors.
- The applicant knowingly misrepresents information relevant to their eligibility for assistance.
- Following the initial inspection of the home, a determination is subsequently made that the home is not structurally sound.
- Failure on the part of the applicant/owner to demonstrate pride of ownership. Conditions included under pride of ownership include, but not limited to:
 - o Abuse of animals: evidence of unsanitary conditions
 - o Illegal or improper use of the property
 - Housekeeping and maintenance: extreme conditions of clutter or filth in or around the house

Under any of the circumstances, assistance may be withheld and/or terminated at the discretion of the program administrator.

| I/we acknowledge that we have read and do thoroughly understand affirm the above. | d and by my/our signatures below do |
|---|-------------------------------------|
| Signature of Rental Owner or Authorized Representative | Date |
| Signature of Rental Co-Owner or Authorized Representative | Date |



Authorization for Lead Inspection and Radon Testing

| This Authorization is made as of | by |
|---|--|
| (hereinafter the "Client") to permit the Coun | nty of Summit, Ohio, an Ohio charter county and |
| political subdivision, with an address at the | Executive's Office, 175 S. Main Street, 8th Floor, |
| Akron, Ohio 44308 (hereinafter the "County | y") and Summit County Combined General Health |
| District, aka Summit County Public Health | ("SCPH") to conduct a Lead Inspection Risk |
| Assessment and Short-Term Radon Test at | (hereinafter the |
| "Property"). | |

1. Lead Inspection Risk Assessment

Client agrees to permit the County to conduct a Lead Inspection Risk Assessment at the Property. The Assessment is a comprehensive evaluation performed by a licensed lead inspector to identify the presence of lead-based paint and lead hazards in the property. The assessment includes:

- Visual inspection of the interior and exterior of the property for potential lead-based paint hazards.
- Testing of paint, dust, soil, or other surfaces using approved methods, such as X-ray fluorescence (XRF) or laboratory analysis.
- A detailed report outlining findings, including the location and condition of any lead hazards, and recommendations for mitigation, if applicable.

The Client acknowledges that the Lead Inspection Risk Assessment is conducted in accordance with Ohio Department of Health and Federal Department of Housing and Urban Development regulations. The results are intended to identify lead hazards in the home. The Client agrees that if the home is currently part of a Public Health Lead Investigation, the home will be subject to Lead Hazard Control Orders (LHCO) if lead hazards are identified.

2. Short-Term Radon Test

Client agrees to permit the County to conduct a Short-Term Radon Test at the Property. The Short-Term Radon Test will be conducted by a licensed radon tester in accordance with Ohio Department of Health Regulations (Ohio Administrative Code Chapter 3701-69). The test involves the placement of radon measurement devices in the property for a period of 48-96 hours to measure radon levels.

2.1. Client Responsibilities for Radon Testing

To ensure accurate results, the Client agrees to adhere to the following testing requirements:

- Closed-House Conditions: Maintain closed-house conditions for at least 12 hours prior to and during the entire testing period. This includes keeping all windows and exterior doors closed, except for normal entry and exit.
- **No Interference**: Do not tamper with, move, or disturb the radon testing devices during the testing period.
- Environmental Controls: Avoid operating fans, air purifiers, or other devices that may alter air circulation, unless they are part of the property's permanent HVAC system.
- Access: Provide the licensed radon tester with reasonable access to the property to place and retrieve testing devices.

Failure to comply with these requirements may result in invalid test results. If the test is invalidated due to non-compliance, the Client will be responsible for the cost of any subsequent testing required to obtain valid results. The cost for additional testing is \$200.00.

3. Hold Harmless

The Client agrees to hold harmless and release the County and SCPH, its employees, agents, and contractors from any and all claims, damages, losses, liabilities, or expenses (including reasonable attorney fees) arising from or related to:

- The performance of the Lead Inspection Risk Assessment and/or Short-Term Radon Test, provided they are conducted in accordance with applicable Ohio regulations.
- Any health effects, property damage, or other consequences resulting from the presence of lead or radon at the property, as the County's or SCPH's role is limited to identifying and reporting hazards.
- The Client's failure to adhere to the radon testing requirements outlined in Section 2.1, including any costs associated with re-testing due to non-compliance.

4. Acknowledgment and Authorization

By signing below, the Client acknowledges that they:

- Understand the nature and purpose of the Lead Inspection Risk Assessment and Short-Term Radon Test.
- Agree to comply with the radon testing requirements to ensure accurate results.
- Understand that failure to comply with radon testing requirements may result in additional testing costs.
- Have had the opportunity to ask questions and receive clarification about the inspection and testing processes.

| Client Signature: | Date: | |
|-------------------|-------|--|
| Chiche Signature. | Bute | |