

Mercer County Hispanic Association (MECHA)

231 Bakers Basin Road, Unit 5
Lawrenceville, New Jersey 08648
Office (609) 578-4246

Lead-Safe Home Remediation Pilot Grant Program

Application and Information

INTRODUCTION

The New Jersey Department of Community Affairs (DCA) is pleased to announce the Lead-Safe Home Remediation Pilot Program. The purpose of the program is to identify and remediate lead-based paint hazards via interim controls to prevent elevated blood lead levels in children and pregnant women. The program targets municipalities in New Jersey with high reported incidence of elevated blood lead levels in children under age six.

ELIGIBILITY

To be eligible for the Program, properties and homeowners must meet the following criteria:

- Applicants must meet income guidelines for the county;
- Property must consist of 1-2 units;
- Property must have been built prior to 1978;
- Property must have a presence of lead-based paint hazards;
- Property is current on real estate taxes, water and sewer.

INCOME ELIGIBILITY

The Lead-Safe Home Remediation Pilot Grant Program's participants should be low to moderate income (LMI) homeowners, or tenants. The homeowner occupant and/or the tenant household's gross income should not exceed 80% of Area Median Income in their respective counties.

	Number of Person(s) in Household							
County	1	2	3	4	5	6	7	8
Mercer	\$ 54,950	\$ 62,800	\$ 70,650	\$ 78,500	\$ 84,800	\$ 91,100	\$ 97,350	\$ 103,650

Application Instructions

To determine eligibility, an application must contain all of the requested information, including a Resident/Tenant Income Verification Form for each dwelling unit. If the exact 'Year of Building Construction' is unknown, please estimate to the best of your knowledge. A copy of the deed is required.

No Show/No Entry Fee

The Applicant/Property Owner will be responsible for paying a No-Show/No-Entry fee to the Lead Evaluation Services company of [] if the lead evaluation services company or contractor arrives onsite for a scheduled site visit at the subject property and testing or other evaluation services cannot be conducted or completed due to no fault of the lead evaluation services company or its employees and/or due to any conditions stated in the attached "Right of Entry (ROE) and Release of Information" Document.

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Application Checklist

Signed “Confirmation of Receipt of Lead Pamphlet”

Completed application form *(all information completed and signed by owner)*

- **If Local Department of Health has issued Order to Abate,**
Applicant must provide copy of issued Order to Abate

Documents to verify income:

- Copies of current payroll stubs or a signed employer verification of income
- Certifications of income from non-payroll sources such as unemployment and disability compensation, worker’s compensation and severance pay, Aid to families of Dependent Children (AFDC), or Supplemental Security Income (SSI)
- Copies of Social Security earnings statements, other annuity or retirement income statements.

For Applicants and/or Members of Household with No Income, Signed and Notarized Copies of:

- **“Affidavit of No Income”**
(for Applicant)
(for Member of Household)
N/A
- **“Certification of No Income Tax Filing”**
(for Applicant)
(for Member of Household)
N/A

Signed “Right of Entry Form”

Copies of Social Security Cards for all household members

Proof of Residence at Property

Proper of Ownership (copy of mortgage deed, or rental agreement, or county tax record)

Proof of No Tax Lien

For Owner Applicants:

- **Copy of property deed** (We only need a copy of the first page showing all current owners. May be obtained through your local town clerk)
N/A
- **Page 5 of “Lead Application- “Occupant/Tenant Income Verification Form” filled out by tenants for each unit** (Tenants may submit income verification form and supporting 3rd party income documentation directly to agency office).
N/A

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Application

Department of Health Information

Has the Local Department of Health issued an Order to Abate for the home?

Yes No

Applicant Information

Full Name (Last Name, First Name, Middle Initial):

Mailing Address: _____

City, State, Zip Code: _____

Phone: (Home): () _____ Phone (Work): () _____

Email Address: _____ Cell Phone: _____

Property Information

Address: _____

City/Town, and Zip Code: _____

Block Number: _____ Lot Number: _____

County: Atlantic Bergen Camden Essex Hudson Mercer

Monmouth Middlesex Ocean Passaic Union

Number of Legal Dwelling Units in Building: _____

Year of Building Construction: _____

Historical Significance- Has the property been designated "historic," or is it located in a historic district? Yes No Unsure

Type of Exterior (vinyl, wood clapboard, etc.): _____

Occupancy Information (please choose one)

Owner Occupied Single Family Rental Only Property

Combined, Owner Occupied with Rental (owner resides at, but rents part of building)

Is the unit determined to be structurally sound, and occupancy is permissible, under State and Local building and property maintenance codes? Yes No

Lead-Safe Home Remediation Pilot Grant Program

For Applicant Homeowners with Tenant(s) ONLY

Unit Dwelling Information – All Applicant Homeowners with Tenant(s), please provide the requested information below for each dwelling at this property. For **owner occupied AND rental** properties, each household must also complete the **Occupant/Tenant Income Verification Form** on the next page (page 5). All household occupants on the property must fill out the **Occupant/Tenant Income Verification Form**. If you did not receive or need additional Tenant Income forms, please contact the Lead Program at the number at the bottom of the page.

Unit #	# of Bedrooms	Resident's Name	Resident's Phone Number	Family Size

I hereby certify that I own the above named property and that the information provided in this application is true and complete to the best of my knowledge. In connection with this application for financial assistance to control the lead hazards at my property, I hereby authorize the () to verify the accuracy of the information provided above. I agree to provide NJ DCA and its consultants with reasonable access to the property for inspection and testing related to controlling the lead paint hazards.

Owner Signature: _____

Date: _____

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Occupant/Tenant Income Verification Form

Instructions

This form must be completed by the occupant(s) of the home for which assistance is being requested from DCA Lead-Safe Pilot Program to provide lead-safe repairs. **(Landlords do not fill out this section unless they are requesting assistance for the unit they are living in).** Please list all household members below. Please provide the total yearly income for all persons residing in the unit from all sources, including income from employment, pensions, social security, ANFC, SSI, alimony/child support, workers compensation, and interest on savings accounts and other assets.

Copies of 3rd party documented evidence of these income sources must be provided. See the attached application checklist for types of documentation that are acceptable. All evidence provided shall be kept strictly confidential

List Name(s) of all Occupants	Relationship	Gender	Date of Birth	Ethnicity & Race**	*Income Amount
	Parent/Guardian	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Female			

Total Annual Household Income \$ _____
 (Includes income of all occupants)

I hereby certify that the information provided on this form is true and complete to the best of my knowledge. I also authorize the () to verify the income figure I have provided. This may include providing additional information for verification purposes.

Owner Occupant or Tenant Signature: _____ Date: _____

*If the income amount of 18+ individual is \$0, please complete the appropriate No Income Forms listed on page 2 of this Lead Application, Application Checklist

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**** Ethnicity and Race Instructions**

The Lead-Safe Home Remediation Pilot Grant Program is required by State of New Jersey to collect and annually report these demographics in an aggregate manner so that no personal information is shared. Please indicate by number each demographic that applies for each individual. Ethnicity applies for each race response meaning a minimum of two numbers will apply for each response such as B,3 or B,4 etc. or more if multiple race responses such as B,2,5 (Not Hispanic, Asian, and White)

Ethnicity
 A. Hispanic or Latino
 B. Not Hispanic or Latino

Race

1. American Indian or Alaskan Native
2. Asian
3. Black or African American
4. Native Hawaiian or Other Pacific Islander
5. White
6. Other (Hispanic, or mixed)

Note: The demographic information you provided does not affect in any way how your application for assistance or eligibility is considered by our office.

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Right-of-Entry (ROE) Permit and Release of Information

Applicant Name:	
Address:	
City:	County:
Phone:	
Email:	

The undersigned (Applicant) hereby unconditionally authorizes New Jersey Department of Community Affairs (NJDCA), and the Lead-Safe Home Remediation Pilot Grant Program (Lead-Safe Pilot Grant Program) Program Managers and their respective assigns, employees, agents, and contractors (collectively, the "Lead-Safe Pilot Program Managers") to have the right of access and to enter in and onto the property described above for the purpose of performing property and environmental and historic preservation review inspections, taking sample materials for specialized testing for the purposes of participating in the NJ Lead-Safe Pilot Grant Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Lead-Safe Pilot Program Managers, or its contractors to perform inspections or undertake repairs to the Property.

Applicant understands and agrees:

- 1) *Completion of ROE:* No inspections and repairs will be performed until this ROE is completed in full.
- 2) *Full Access:* The property owner is solely responsible for insuring that full access is provided to the lead evaluation services company for scheduled on-site testing of the subject property. Full access shall mean providing access to all habitable and non-habitable areas within the subject property, garages, storage areas, outbuildings, lands, and grounds. Should the lead evaluation services company be unable to complete scheduled on-site testing of the subject property due to the owner's failure to provide full access, the owner shall be held responsible for paying a no-show/no-entry fee as described in Item 6(a), below. For the purposes of this section, partial access shall mean any limitations on access to the subject property which precludes the lead evaluation services company from completing a Lead-Safe Pilot Program assigned inspection or testing procedure. Partial access shall be treated as no access.
- 3) *Lighting/Visibility:* The property owner is solely responsible for insuring adequate lighting is available at the subject property during scheduled testing. Should the lead evaluation services company be unable to complete scheduled on-site inspection or testing of the subject property due to the owner's failure to provide adequate lighting, the owner shall be held responsible for paying a no-show/no-entry fee as described in Item 6(a), below. For the purposes of this section, adequate lighting shall mean sufficient light to allow inspection or testing of building components and surfaces without additional equipment. In the event the property owner is unable to provide sufficient lighting, the owner may request that the lead evaluation services company provide lighting equipment at an additional cost to the owner. If the

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s option, the Owner must notify the lead evaluation services company no later than the date that the inspection or testing is scheduled.

- 4) *Time Period:* The ROE shall expire 12 months after this form is signed, unless sooner cancelled according to the terms herein.
- 5) *Inspections:* The ROE authorizes inspections of the Property and Home. Applicant understands that the NJDCA, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required repairs. Applicant understands that the Lead-Safe Pilot Program, its employees, agents, contractors and/or representatives, in their sole discretion, determine the extent of the required inspections for environmental and historic preservation reviews. Applicant understands that more than one (1) inspection may be required, and agrees to provide access for any subsequent or all inspections.
- 6) *Lead Inspection/Risk Assessments:* The Applicant authorizes the lead evaluation service company or contractor(s) to conduct lead-based paint inspection and testing, and project management services in accordance with the lead evaluation service company or contractor's contract with the New Jersey Department of Community Affairs.
 - a. *No-Show/No-Entry Fees-* The Applicant/Property Owner will be responsible for paying a No-Show/No-Entry fee to the Lead Evaluation Services company of \$_____ if the lead evaluation services company or contractor arrives onsite for a scheduled site visit at the subject property and testing or other evaluation services cannot be conducted or completed due to no fault of the lead evaluation services company or its employees and/or due to any conditions stated in this document.
- 7) *Pets:* The property owner will be responsible for insuring that no unleashed or otherwise unrestrained dogs or other potentially vicious pets are present at the subject property which prevents full access to the property to conduct scheduled testing or observation of the building conditions. Should the lead evaluation services company be unable to complete scheduled on-site testing of the subject property due to the presence of unleashed or otherwise unrestrained dogs or other potentially vicious pets, the owner shall be held responsible for paying a no-show/no-entry fee as described in Item 6(a), above. For the purposes of this section, partial access which precludes the lead evaluation services company from completing a Lead-Safe Pilot Program assigned inspection or testing procedure shall be treated as no access and will result in a No-Show/No-Entry Fee.
- 8) *Photos:* Applicant understands and authorizes the NJDCA, Lead-Safe Pilot Program, and its contractors, and Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives to take photos, digital likenesses, and audio/video recordings of the Applicant, property and damages, and authorizes the use of such items for the purposes of promotion of the Lead-Safe Pilot Program on the Program website, newsletters, news releases, or other media outlets.
- 9) *Sampling:* Applicant understands and authorizes the Lead-Safe Pilot Program Managers, its inspectors/technicians and its contractors, to collect samples (ex; drywall compound, floor tile, piping insulation, paint, ceiling tile, soil, etc. *this is not an all-inclusive list*) of housing materials for purposes of testing for potentially hazardous materials (including lead paint, asbestos, mold, etc.) in accordance with the requirements of local, state, and federal authorities. Applicant understands that this sampling may result in minor damages to the property (damages may be repaired if the Applicant receives assistance from the Lead-Safe Pilot Program, but will not be repaired if the Applicant does not

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receive assistance from the Lead-Safe Pilot Program Program).

- 10) *Repairs*: The ROE authorizes repairs to the Property and Home. Applicant understands that the NJDCA and the Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required repairs. Applicant understands and agrees to provide full access to property and home at all times during the inspection and construction phase to the NJDCA and Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives, during the contracted period, for all Lead-Safe Pilot Program work to be performed.
- 11) *Disclosures*: By signing this ROE, Applicant acknowledges that none, some, or all of the above mentioned work may be performed pursuant to this ROE and the Lead-Safe Pilot Program. Applicant further acknowledges that work may be destructive to limited small amounts/areas of the current home for test sample purposes. Applicant understands and acknowledges that the areas damaged by the inspector taking the testing samples may not be repaired by Lead-Safe Pilot Program if Applicant elects to discontinue with the Lead-Safe Pilot Program or Applicant is not eligible for repairs by the Lead-Safe Pilot Program.
- 12) *Waiver and Hold Harmless*: The undersigned will indemnify and hold harmless the NJDCA, Lead-Safe Pilot Program, and its representatives, and Lead-Safe Pilot Program Managers for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Lead-Safe Pilot Program Managers taken to accomplish the aforementioned purpose.
- 13) *Authority*: Applicant represents and warrants that Applicant has full power and authority to execute and fully perform Applicant's obligations under this ROE. If Applicant is an entity, Applicant also represents and warrants that Applicant has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Applicant are the duly designated agents of Applicant and are authorized to do so. Applicant expressly represents and warrants that fee title to the Premises is vested solely in Applicant.
- 14) *Tools and Equipment*: All tools, equipment, and other property taken upon or placed upon the property by the Lead-Safe Pilot Program Managers shall remain the property of the Lead-Safe Pilot Program Managers and may be removed by the Lead-Safe Pilot Program Managers at any time within a reasonable period during this ROE, if necessary.
- 15) *Information Sharing*: Information is collected to make it possible for the NJDCA, Lead-Safe Pilot Program, and Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives to enter Applicant's property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies (Federal, State and City), their contractors, subcontractors and employees, as well as with vested agencies performing inspections and/or repairs, for official use only in accordance with the purposes stated in this ROE.

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To cancel this Right of Entry Permit and Release of Information, I understand the cancellation must be signed by the Applicant and provided in writing to the Lead-Safe Pilot Program Managers. Phone-in and verbal cancellations will not be accepted.

By cancelling this form, the Applicant acknowledges that inspections and repairs may not be performed by the Lead-Safe Pilot Program and their respective assigns, employees, agents, and contractors.

Signature(s) and Witness

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _day of _____, 20 __.

Applicant Signature:
Date:
Witness

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Landlord/Tenant Lead-Safe Remediation Agreement

(For Properties with Tenants)

This AGREEMENT, made this _____ day of _____ between _____ hereinafter called the Agency, the Owner or the Owner's authorized Agent _____ hereinafter called the Owner, and _____ hereinafter called the Tenant.

The Owner is the lawful Owner of the property located at _____ Block _____, Lot _____, in the City of _____ County of _____, New Jersey.

The Owner has executed the corresponding affidavits and has provided this Agency with proof that the property is not subject to a tax lien. The Agency has certified that the Tenant is eligible for the Lead-Safe Home Remediation Pilot Grant Program hereinafter called the "Lead-Safe Pilot Program".

The Owner and Tenant hereby grant permission for the designated personnel of the Agency to enter upon said property to make inspections, repairs and/or improvements as necessary to said property for the purpose of remediation of lead-based paint hazards along with the understanding that there will be no charge made to the tenant or homeowner for either labor or materials as set forth in 10CFR 440.22.

The Owner and the Tenant agree to indemnify and hold harmless the Agency from any and all liability for personal injuries and/or property damage which may occur during or after the completing of the lead-safe remediation project in connection with any of the materials installed or any of the work performed.

The Owner agrees not to evict or remove the tenant from the lead-safe dwelling unit as long as the Tenant is in compliance with all ongoing obligations and responsibilities.

The Owner agrees that rent shall not be raised because of the increased value of dwelling units due solely to lead-safe remediation assistance provided under this program.

The Agency will carry out the lead-safe remediation measures without undue or excessive enhancement of the aforesaid property and with benefit to the Tenant.

Owner _____ Date: _____

Tenant _____ Date: _____

Agency _____ Date: _____

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