



LEADS SAFE HOMES PROGRAM FUNDING APPLICATION

Single and Multi-Family Homeowners

This Application consists of the following documents that must be completed in order to process your request for funds under the Rhode Island Housing LeadSafe Homes Program:

1. Funding Application
2. Certification of Applicant's Household Occupants & Current Income
3. Good Faith Estimate
4. Blood Lead Testing Form
5. Applicant's Acknowledgement/Agreement Form Program Outline
6. Acknowledgment and Agreement

The following documents must also be attached to this application in order to process your request for funds under the Rhode Island Housing LeadSafe Homes Program.

- Copy of deed to the property, including legal description (Exhibit A)
- Copy of current property insurance policy
- Copy of current flood insurance policy (*if property is in a flood zone*)
- Copy of current property tax bill listing assessed value
- Copy of current mortgage statement (*first mortgage, second mortgage, etc.*)
- Signed copy of most recent tax return with all schedules and W-2 forms (*for all borrowers*)
- Copies of 2 most recent pay stubs (*each adult employed*)
- Copy of driver's license or other form of picture identification (*for all borrowers*)
- Copy of birth certificate for all children under the age of 6 living at or visiting the residence

Properties containing one or more rental units, the following additional documents must also be provided for each rental unit:

- Tenant Information Request Form
- Tenant Income and Rental Information Form
- Blood Lead Testing Form
- Copy of each lease and/or rent receipts for each rental unit
- Copies of 2 most recent paystubs (*each adult employed*)
- Copy of birth certificate for all children under the age of 6 living at or visiting the residence

Return all documents to:

**Rhode Island Housing
Attn: LeadSafe Homes Program
44 Washington Street
Providence, RI 02903**

If you have any questions, please contact the LeadSafe Homes Program at 401-450-1350

LEADS SAFE HOMES PROGRAM Funding Application

PROGRAM INFORMATION	
Referred By:	<input type="checkbox"/> St. Joseph's Health Center <input type="checkbox"/> BVCAP <input type="checkbox"/> EBCAP <input type="checkbox"/> WBCAP <input type="checkbox"/> DOH <input type="checkbox"/> Other

PROPERTY INFORMATION		
Address: _____	City: _____	Zip Code: _____
# of Units: _____	Date of Construction: _____	
Is the property your primary residence?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you received funds for lead abatement in the past?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a mortgage on this property?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the property have any vacant units? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a lead poisoned child living in the property?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Property cited by the RI Department of Health? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a home-based daycare, foster/adoptive care?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Renting to families with Section 8?: <input type="checkbox"/> Yes <input type="checkbox"/> No	

BORROWER INFORMATION	CO-BORROWER INFORMATION
Name: _____	Name: _____
Mailing Address: _____ (if different) _____	Mailing Address: _____ (if different) _____
Home Phone: _____ Cell Phone: _____	Home Phone: _____ Cell Phone: _____
Email Address: _____	Email Address: _____
Social Security #: - - Date of Birth: / /	Social Security #: - - Date of Birth: / /
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Head of Household: <input type="checkbox"/> Yes <input type="checkbox"/> No	Head of Household: <input type="checkbox"/> Yes <input type="checkbox"/> No
Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Divorced	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Divorced
Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No	Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No	Disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No
#of Dependents: _____	# of Dependents: _____
What is the primary language spoken in your household: _____	

INFORMATION FOR GOVERNMENT MONITORING PURPOSES	
VOLUNTARY	
Identifying Race/ National Origin information is optional. This information is required by Rhode Island Housing for monitoring purposes only. You are not required to furnish this information. The law provides that a lender may not discriminate on the basis of this information, or on if you choose not to provide it.	
Borrower: <input type="checkbox"/> I do not wish to furnish this information	Co-Borrower: <input type="checkbox"/> I do not wish to furnish this information.
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other Race	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other Race



LEADS SAFE HOMES PROGRAM Certification of Applicant's Household Occupants & Current Income

Property Address: _____
(street/city/state/zipcode)

Number of People in Household: _____

HOUSEHOLD INFORMATION (if owner occupied)						
	First/ Middle/ Last Name	Gender (M/F)	Date of Birth	Relationship (self, husband, wife, son etc.)	Full Time Student	Employed
1					Yes No	Yes No
2					Yes No	Yes No
3					Yes No	Yes No
4					Yes No	Yes No
5					Yes No	Yes No
6					Yes No	Yes No
7					Yes No	Yes No
8					Yes No	Yes No

EMPLOYMENT INFORMATION			
BORROWER		CO-BORROWER	
Name and Address of Current Employer: <input type="checkbox"/> Self Employed		Name and Address of Current Employer: <input type="checkbox"/> Self Employed	
_____		_____	
_____		_____	
Gross Wage Amount: Weekly / Bi-Weekly / Monthly	Years on Job:	Gross Wage Amount: Weekly / Bi-Weekly / Monthly	Years on Job:
\$ _____ (circle one)		\$ _____ (circle one)	
ADDITIONAL OCCUPANT'S		ADDITIONAL OCCUPANT'S	
Name and Address of Current Employer <input type="checkbox"/> Self Employed		Name and Address of Current Employer: <input type="checkbox"/> Self Employed	
_____		_____	
_____		_____	
Gross Wage Amount: Weekly / Bi-Weekly / Monthly	Years on Job:	Gross Wage Amount: Weekly / Bi-Weekly / Monthly	Years on Job:
\$ _____ (circle one)		\$ _____ (circle one)	

ADDITIONAL MONTHLY INCOME				
Form of Income	Borrower	Co- Borrower	Additional Occupant	Additional Occupant
Overtime				
Part-time Employment				
Net Rental Income				
Net Business Income				
Alimony / Child Support				
Social Security				
Unemployment Compensation				
Pensions / Veterans Compensation				
Dividends / Interest				
Other Monthly Income				
TOTAL:				

Borrower Signature: _____

Date: _____

Co-Borrower Signature: _____

Date: _____

**LEADSAFE HOMES PROGRAM
Good Faith Estimate**

The information provided below reflects estimates of the charges that you are likely to incur at the settlement of your Program Funds. The fees listed are estimates. The actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-I Settlement Statement which you will be receiving at settlement. The HUD-I Settlement Statement will show you the actual cost for items paid at settlement.

<u>Item</u>	<u>HUD-I</u>	<u>Amount or Range</u>
Settlement Charges to Borrower	103	\$ <u>00</u>
Monthly Service Fee	202	\$ <u>00</u>
Mortgage Insurance Fee	205	\$ <u>00</u>
Lien to Be Paid	206	\$ <u>00</u>
Loan Origination Fee	801	\$ <u>00</u>
Appraisal Fee	803	\$ <u>00</u>
Credit Report	805	\$ <u>00</u>
Interest for ____ days at \$ _____ per day	901	\$ <u>00</u>
Title Insurance	1108	\$ <u>00</u>
Municipal Lien Certificate	1111	\$ <u>00</u>
Survey	1301	\$ <u>00</u>
Pest Inspection	1302	\$ <u>00</u>
(Other Fees--List Here)		\$ <u>00</u>

_____	_____
Borrower Signature	Date
_____	_____
Co-Borrower Signature	Date

**These estimates are provided pursuant to the
Real Estate Settlement Procedures Act of 1974, as amended (RESPA).**

LEADSAFE HOMES PROGRAM
Blood Lead Testing Form
(Participation is Voluntary)

Name of Parent or Guardian: _____

Address: _____

City/State/Zip: _____

Please fill out the table below for each child less than six (6) years old. If you do not know when your child was tested and/or what the blood lead levels were, please sign the authorization below so that Rhode Island Housing can obtain the records from the Rhode Island Department of Health.

INFORMATION CONCERNING CHILDREN UNDER 6 YEARS OF AGE						
First and Last Name and Date of Birth	Tested for Lead (Yes/No)	Date of Test	Type of Test V=Venous or F=Fingerstick	Level: (ug/l) (Check one)		
				<10 ug/l	10-20ug/l	> 20 ug/l
Full Name: _____ DOB: ___/___/___						
Full Name: _____ DOB: ___/___/___						
Full Name: _____ DOB: ___/___/___						
Full Name: _____ DOB: ___/___/___						

I hereby authorize the **Rhode Island Department of Health** to release blood lead testing results for my children under six years of age to Rhode Island Housing. I understand that my records are protected under state confidentiality regulations and under the General Laws of Rhode Island and cannot be disclosed without my written consent except as otherwise specifically provided by law. This information may not be transferred to any other party without my written consent. I understand that I may revoke this consent at any time, but that if I do not, it will automatically expire in 90 days.

IMPORTANT - Please Note: HUD as the grant funder requests that Rhode Island Housing provide them with the numbers of children in your home who have elevated blood lead levels. Providing this information is not required for participation in the LeadSafe Homes Program. In order to participate in the LeadSafe Homes Program, all children under six (6) years of age living at the Property must have a blood lead test within six months of the start of the lead work. If the child is not covered by a health insurance plan, please contact Rhode Island Housing’s LeadSafe Homes Program at (401) 450-1350 for referral to a clinic where you will be asked to complete an application form to obtain the test. There will not be a charge to any tenant associated with obtaining a lead blood test.

Signature of Parent or Guardian

Date

LEADS SAFE HOMES PROGRAM
Applicant's Acknowledgement/Agreement Form Program Outline

Dear Applicant(s):

Thank you for taking the time to review our LeadSafe Homes Program (the "Program"). Below is an outline describing the Program and its' procedures. Please review this outline, make notes, and list any questions you may have. The Rhode Island Housing staff member (the "Construction Specialist") assigned to your project will meet with you to review the Program and answer any questions you may have.

The Program provides financial assistance ("Program Funds") in the form of a loan/grant to make houses and residential rental properties lead safe. Program Funds are provided to convert lead hazards to a lead-safe condition. The cost of any custom, or higher-level treatments, or costs in excess of the established low bid is your responsibility. At closing, you must deposit with Rhode Island Housing, sufficient funds to cover the costs of any custom, or higher-level treatments, or costs in excess of the established lowest bid. Rhode Island Housing will maintain these funds in a non-interest-bearing account on your behalf. Upon the satisfactory completion of the contracted work, Rhode Island Housing will disburse payment directly to the Contractor. Your participation and decision making is required and necessary throughout the project. Funding for this Program is subject to appropriations by Federal and/or State funding sources. If funding is approved, the Program Funds will be made available to you in the form of a forgivable loan. Loan documents will be executed at closing. The Program Funds include the amount of the contract work plus a 10% contingency amount to cover any unforeseen changes in condition.

Below is an outline of how the Program operates. This outline is designed to explain the Program's scope of responsibility, limitations, and Program requirements. Please review the outline and initial each section to acknowledge you have read the section. A Construction Specialist will discuss the Program with you and will answer any questions you may have. The actual terms of the Program Funds will be detailed in the loan documents to be signed at closing if funding is approved. In the event of a conflict between the terms of this Application and the terms of the loan documents, the terms of the loan documents will prevail.

NOTE: Once your application has been approved, all children less than six years old living at the property must have a blood lead test within six months of the start of the lead work

1. _____ FUNDING

Initials

The funding provided by the Program ("Program Funds") is in the form of a five year forgivable loan to owner occupied properties or ten year forgivable loan for investors. There is no regular repayment schedule for the loan; however, the entire amount of the Program Funds must be paid in the event of a default as provided in the loan documents. If there is no event of default the amount of the loan is forgiven over a five year period at a rate of 20% each year to owner occupied properties or forgiven over a ten year period at a rate of 10% each year to investors. Loan repayments may be made prior to the sale or transfer of the Property. The funds shall be secured by a mortgage covering the Property and, if the Property is a rental property, by a rent regulatory agreement. **This mortgage must be secured in 1st, 2nd or 3rd position only. Previously secured debt on the Property must be paid off or subordinated to secure the LSHP funding in at least 3rd position.**

2. _____ **SPECIFIC WORK**

Initials

The Program Funds are specific to work that treats lead hazards on the interior, exterior, and soil of the Property. Building code violations, and other health and safety issues must be addressed prior to or in conjunction with the lead hazard reduction work. You may be referred to other public and/or private funding sources to finance any of this work.

A Comprehensive Environmental Lead Inspection (“CELI”) will be performed to identify and assess possible lead hazards in painted surfaces, water, soil, and dust. Under current state regulations, once a CELI is performed, all identified lead hazards must be treated to a lead-safe condition, whether or not you choose to continue in the Program. The Program will prepare specifications for the work (“Work Specifications”) necessary to treat the lead hazards identified in the CELI. These specifications are reviewed and approved by you.

3. _____ **BIDDING PROCESS**

Initials

After your approval of the Work Specifications, a “Contractor Walkthrough” will be scheduled. Bid solicitations are provided to all state-licensed lead hazard reduction work contractors who are qualified to participate in the Program. Interested contractors will review the Property and the Work Specifications at the advertised time and date. Contractors are required to submit their bids to Rhode Island Housing following the Contractor Walkthrough.

4. _____ **SELECTION PROCESS**

Initials

Rhode Island Housing will send to you the lowest qualified bid. It is your responsibility to check references and past performance. Our Construction Specialist will then schedule a meeting between you and the contractor who submitted the lowest qualified bid. The meeting will allow everyone to review and finalize the scope of work, discuss the schedule for starting and completing the work, and create the project specific work plan.

5. _____ **TEMPORARY TENANT RELOCATION**

Initials

No one may remain in the Property while lead hazard reduction work is performed in the interior of the unit. Rhode Island Housing will assist tenants in the building with relocation. Rhode Island Housing does not pay to relocate pets. The Property can be re-occupied **only** after the Certified Environmental Lead Inspector has issued a Lead Safe Certificate. Temporary relocation may be needed for no more than 5 business days, dates will be confirmed when the Work Plan is developed.

Your application cannot be approved until all current tenants complete and sign the attached Tenant Information Request (including income and rental information), and Blood Lead Testing Form. New tenants, who will occupy the Property after application approval, but before the lead hazard reduction work is done, must also sign and complete a Tenant Information Request Form (including income and rental information) and Blood Lead Testing Form. Work will not begin until all forms are complete.

6. _____ **APPLICANT RELOCATION**

Initials

You and all members of your household will have to move out temporarily during lead hazard reduction work is performed in the interior of your unit. You will not be able to enter any part of the Property undergoing lead hazard reduction work, except for the purpose of inspecting work in progress. Once all work is completed, and dust clearance test results indicate that it is safe, you may re-occupy the Property. You will be responsible for all costs and arrangements associated with the relocation of you and your household members.

You will be responsible for packing personal items and movable objects in any rooms that will undergo lead hazard reduction work. Personal items and moveable objects include, but are not limited to, all items on furniture or shelves, in drawers, in cupboards and closets, clothing, dishes, wall decorations, curtains and draperies, area rugs, books, the contents of refrigerators and freezers and other non-furniture items. These items will need to be placed in boxes and temporarily stored in order to avoid lead contamination during the lead hazard reduction work. Clothing can remain on hangers but must be placed in plastic bags that may be laid across the bed, which will be wrapped in plastic and sealed. The Contractor may impose a charge if they are required to pack and store your belongings. You must relocate all pets during lead hazard reduction work.

7. _____ **APPLICANT'S RESPONSIBILITIES**

Initials

- a. Prior to the work starting, you must provide access to the Property to the Contractor and to Program staff.
- b. You may enter the Property for the purpose of inspecting the work in progress, in accordance with State Rules and Regulations for Lead Poisoning Prevention.
- c. You must permit a lead inspection of each participating unit, common areas, and exterior of the Property.
- d. You must be available to meet with the Construction Specialist for Property inspections as required.
- e. You must agree to meet with Program staff in your home to participate in a Program Performance Survey and to receive additional training in lead-safe cleaning and maintenance practices.
- f. You must cover the cost of all follow-up inspections required by the State Rules and Regulations for Lead Poisoning Prevention.
- g. If you are a landlord, you may not rent any vacant unit in the Property until the Lead-Safe Certificate is received.
- h. If you are a landlord, you must set rents for all rental units at the Property at or below HUD's Fair Market Rents for the next five years.
- i. All units receiving Program Funds are subject to income restrictions in accordance with the terms of the Program.
- j. If you are a landlord, you must give priority in renting units assisted under the Program, for not less than 5 years following the completion of lead abatement activities, to families with a child under the age of six (6) years old.
- k. As the owner/occupant of the Property, your income must meet federal and/or state requirements regarding area median income levels.
- l. You are responsible for the cost of all utilities (heat, electricity, and water) needed to carry out lead hazard reduction work and:
 - 1) If you are a landlord, you are responsible for reimbursing your tenants for extra utility costs if any are incurred as a result of the lead hazard reduction control work; and/or
 - 2) If utilities are not available, the cost of providing temporary utilities services will be added to your loan.
- m. You are responsible for maintaining your Property in lead-safe condition after lead hazard reduction work has been completed.

8. _____ **APPLICANT PARTICIPATION**

Initials

Rhode Island Housing encourages you to ask questions and require documentation from the Contractor. This includes materials to be used on the job, checking references, workmanship guaranties, and manufacturer's warranties. The work should be inspected while the job is in progress.

9. _____ **FINAL CLEARANCE**

Initials

Rhode Island Housing Program staff (the "Construction Specialist") will conduct an inspection with you and the Contractor to review the quality of work and to verify that all work detailed in the contract has been satisfactorily performed ("Final Clearance"). The Construction Specialist, the Contractor, and you will review the work performed to verify that the items on the Work Specifications were addressed, and to discuss any issues of concern.

If necessary, a punch list will be developed to identify any remaining or unsatisfactory work. If no work remains, you will sign a payment requisition authorizing payment to the Contractor. The Contractor will provide all written warranties for materials and labor to you at the time of Final Clearance.

10. _____ PAYMENT TO CONTRACTOR

Initials

Rhode Island Housing makes payments directly to the Contractor after receipt of a properly executed payment requisition signed by each borrower and including contractor invoices, notarized lien waivers, and Program authorizing signatures. Payments are typically made following completion of each unit or phase of work and after a Lead Safe Certificate has been issued by the Certified Environmental Lead Inspector.

11. _____ MISCELLANEOUS

Initials

- a. **Indemnify.** You agree to defend, indemnify and hold harmless, Rhode Island Housing and its officers, directors, employees, and agents from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising directly or indirectly from the Contractor's performance under the Contract.
- b. **Independent Contractor.** The Contractor is acting as an independent contractor, and is not your employee or agent, or the employee or agent of Rhode Island Housing.
- c. **Lead Dust Tests and Re-inspections.** State Rules and Regulations for Lead Poisoning Prevention require an annual re-inspection of the Property by a Certified Environmental Lead Inspector. You are responsible for all follow-up inspections. All information from lead inspections must be shared with potential buyers and/or tenants of the Property in accordance with State Rules and Regulations for Lead Poisoning Prevention. You are responsible to correct all lead hazards identified in re-inspections.
- d. **Properties Marketed For Sale.** Properties that are actively on the market for sale are not eligible for funding under the Program.
- e. **Sharing Financial Information.** Properties that require extensive work to make them lead safe and/or code compliant may need funding sources in addition to Program funds. If this is the case, Program staff will direct you to locate additional funding from other sources. This will require sharing application information and your financial documents with these other funding sources. ***If you do not want us to share information with other funding sources, please initial here _____.*** This may result in the denial of your Application if Program funding is insufficient to cover necessary costs.

Property Address: _____

City/State/Zip: _____

By signing the acknowledgement and agreement on the following page, I agree to the terms, conditions and requirements listed in all sections above.

Borrower Signature

Date

Co-Borrower Signature

Date

**LEADSAFE HOMES PROGRAM
Acknowledgement and Agreement**

The undersigned specifically acknowledge and agree that: (1) if approved, the Program Funds requested by this Application will be made available to Applicant in the form of a five year forgivable loan to owner occupied properties and a form of a ten year forgivable loan for investors, the total amount of Program Funds will be secured by a mortgage on the property described herein; (2) the Property shall not be used for any illegal or prohibited purpose or use; (3) all statements made in this Application are made for the purpose of obtaining the Program Funds indicated herein; (4) occupancy of the Property will be as indicated above; (5) verification or re-verification of any information contained in this Application may be made at any time by Rhode Island Housing, its representative, agents, successors and assigns, either directly or through a credit reporting agency, and/or from any source named in this Application, and the original copy of this Application will be retained by Rhode Island Housing, even if the Program Funds are not approved; (6) Rhode Island Housing will rely on the information contained in this Application and the undersigned have a continuing obligation to amend and/or supplement the information provided in this Application if any of the material facts that are represented herein should change prior to closing; (7) Rhode Island Housing may seek additional funding from other sources; therefore, this Application and the financial documents provided by the undersigned may be shared with those additional funding sources; (8) ownership of the Program Funds may be transferred to successors or assigns of Rhode Island Housing without notice to the undersigned; and/or the administration of the Program Funds account may be transferred to an agent, successor or assign of Rhode Island Housing with notice to the undersigned; (9) Rhode Island Housing, its representatives, agents, successors, and/or assigns make no representations or warranties, express or implied, to the undersigned regarding the Property, the condition of the Property, or the value of the Property; and (10) there are income restrictions for owners and tenants of properties receiving Program Funds.

Certification: Each of the undersigned certifies that the information provided in this Application is true and correct as of the date set forth opposite the undersigned's signature on this Application and acknowledge that any intentional or negligent misrepresentation of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, a fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., and liability for monetary damages to Rhode Island Housing, its agents, successors and assigns, insurers, and any other person who may suffer any loss due to reliance upon any misrepresentation which the undersigned have made on this Application. **You are authorized to check my/our credit employment history and to answer questions about your credit experience with me/us.**

Fiscal Responsibility: Each of the undersigned understands that the funding for the Program is subject to appropriations by Federal and/or State funding sources.

Borrower Signature

Date

Co-Borrower Signature

Date