



HOMES AND COMMUNITY RENEWAL (HCR) - VACANT RENTAL PROGRAM (VRP) HANDBOOK

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

56 MAIN STREET OWEGO, NY 13827

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Table of Contents

The Handbook's Purpose	Page 4
Vacant Rental Program	Page 5
Qualifying for the Program	Page 7
Program Obligations	Page 10
Qualified Responsible Owner Selection Criteria & Process	Page 15
Required Documentation	Page 16
VRP Program Acknowledgement	Page 17
(to be submitted at the time of application)	
Vacant Unit Attestation	Page 18
(to be submitted at the time of application)	
Responsible Owner Attestation	Page 19
(to be submitted at the time of application)	
Permission to Conduct LBP Risk Assessment	Page 20
(to be submitted at the time of application)	
New York State Fair Housing Acknowledgement	Page 21
(to be submitted at the time of application)	
Property Rent Limit Attestation	Page 22
(to be submitted at the time of application)	
Reservation Deposit Acknowledgement & Agreement	Page 23
(to be submitted at the time of application)	
VRP Program Application	Page 24
Participant Agreement - EXAMPLE	Page 28
Declaration of Interest – EXAMPLE	Page 31
Tioga Opportunities, Inc. Utility Allowance Schedule	Page 43
Renovate Right – EPA Booklet	Page 47
Protect Your Family from Lead in Your Home – EPA Booklet	Page 57

The Handbook's Purpose

The Tioga County Property Development Corporation's ("TCPDC") Vacant Rental Program ("VRP") is intended to support repairs and rehabilitation of vacant rental units and other vacant eligible spaces to increase the supply of apartments for low- and moderate-income ("LMI") renters throughout Tioga County. The program aims to directly assist responsible owners of small rental properties to bring vacant units and spaces back into productive use to create safe, quality, and income-qualified long-term rental units. The TCPDC was awarded \$750,000 by the Housing Trust Fund Corporation's ("HTFC") Office of Community Renewal ("OCR") to support the rehabilitation of vacant residential rental units.

This handbook is provided as a guide to understanding the TCPDC's VRP Program. It is intended to assist interested program participants (i.e., responsible, local landlords) in preparing for the expectations and requirements of the program, but not a definitive representation of all program policies and does not supersede contract provisions.

Vacant Rental Program

The TCPDC has received VRP funding from New York State to directly assist small “mom-and-pop” style responsible landlords with small grants to support repairs and improvements to vacant and uninhabitable and/or unmarketable rental units and spaces. The intent of the grants is to bring vacant units back into productive use and make them available to LMI renters in Tioga County. Eligible units must be vacant. An existing tenant may not be temporarily or permanently displaced for the purpose of making a unit eligible for program funds. In order to be considered eligible to participate in the program, the property owner must meet the minimum criteria found on page five (5) of this Handbook, “Qualifying for the Program.”

The TCPDC is seeking to fund the following rehabilitation activities in vacant units but is not limited to:

- Necessary updates to electrical, plumbing and HVAC systems for code compliance;
- Repairs and improvements to kitchens and bathrooms to address health and safety concerns; and
- Required testing and any associated abatement and/or encapsulation of lead-based paint and/or asbestos.

The TCPDC will consider additional requests from property owners to increase the energy efficiency of their vacant units so long as the request is accompanied by a request for funding for the aforementioned rehabilitation activities that address their uninhabitable and/or unmarketable challenges. Energy efficiency upgrades may be considered as additional insulation, window replacements, installation of LED light fixtures, etc. Repairs completed prior to selection and award are not eligible for reimbursement.

There are Conflict of Interest policies and procedures each interested property owner should be aware of. Specific conflicts of interest scenarios include:

- A contractor cannot receive VRP funds for work completed on a property that they own.
- The property owner, or an immediate family member, cannot serve as the contractor for the scope of work.

The TCPDC will offer two award options:

- Standard Award: up to \$50,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 80% Area Median Income (“AMI”) at a rate affordable to the 80% AMI level.
- Enhanced Award: up to \$75,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 60% AMI at a rate affordable to the 60% AMI level.

Reservation Deposit

Applicants selected to move forward following the initial eligibility and prioritization review will be required to submit a \$500 Reservation Deposit before TCPDC schedules the initial project site inspection. The Reservation Deposit demonstrates the applicant's commitment to completing the program and allows TCPDC to begin project development activities, including construction management, feasibility analysis, environmental review, and other administrative costs. The Reservation Deposit is fully refundable upon successful completion of the project and satisfaction of all program requirements.

TCPDC reserves the right to retain all or part of the Reservation Deposit if an applicant voluntarily withdraws from the program after project development activities have begun or otherwise fails to comply with program requirements. If TCPDC determines a project is infeasible or funding is unavailable, the Reservation Deposit will be refunded in full.

As part of the selection process, consideration of submitted applications will be prioritized for award based on the order in which they are received and further prioritization criteria as outlined on page 7. The TCPDC will time stamp applications as they are received and consider those that meet the prioritization criteria every other monthly TCPDC Board meeting. In cases where incomplete applications are submitted or the TCPDC identifies a need to request additional information or documentation from a property owner, the TCPDC reserves the right to delay consideration of an award and instead advance completed applications. The TCPDC will advise applicants in writing of the status of an application within 30 days of a completed application and determination of eligibility.

Applications deemed ineligible at any point will be denied. Please be advised that some applications will not be selected for award, including but not limited to units with evidence of major pest issues or environmental issues that are deemed outside of the scope of the program, units with excessive debris or violations that cannot be cleared up by program funding, and units that have evidence of hoarding. Further, the TCPDC's VRP program is intended to cover the full cost of improvements and repairs up to the maximum award of \$75,000 (Enhanced) per eligible unit necessary to produce a finished residential unit(s) ready for occupancy following completion of the agreed upon scope of work. If the TCPDC, in consultation with their professional consultants, determine the units requested for assistance will require more investment than what VRP allows or the project is over budget per quotes received, the property owner may choose to contribute out-of-pocket funds, or the project may be rejected if full funding sources are not identified and secured. The TCPDC is seeking to fund applications that will result in an occupiable unit within a reasonable amount of time following completion of the project scope of work for the purposes of returning vacant units to productive use as quickly as possible as well as providing rental housing opportunities to income-qualified tenants in Tioga County.

Qualifying for the Program

To be considered eligible for VRP program funding, property owners must meet the following minimum eligibility criteria:

1. The property owner must be the legal owner of one of the following:
 - a. 1- to 5-unit residential property
 - b. Eligible vacant property that will be converted to a 1- to 5-unit residential property
 - c. Mixed-use building with 5 or fewer residential units
2. The property owner must be:
 - a. Private individual(s)
 - b. Certain Business Entities (e.g., LLCs)
 - c. Not-for-Profit Organizations
 - d. Public or Quasi-Public Entities
3. The property owner must be considered a “Responsible Owner.” Property owners must be current on taxes, utilities and mortgage payments for the property they are applying for at the time of application. Further, to be considered a “Responsible Owner,” the property owner must attest that they do not have a substantial history of the following in the past 3 years for the property they are applying for:
 - a. Outstanding federal, state, or local liens
 - b. Delinquencies on any local, County and school tax bills
 - c. Delinquencies on any municipal utility bills
 - d. Delinquencies on any mortgage payments

For the purposes of the TCPDC’s VRP program, the term “substantial history” means no more than six (6) delinquent utility and/or mortgage payments and no more than two (2) delinquent tax bills during the past 3 years.

To be considered a “Responsible Owner,” the property owner must also attest that they have no history of the following in the past 3 years for all properties in their real estate portfolio:

- a. Bankruptcy or foreclosure
- b. Investigation by the Department of Health, EPA, HUD, state agency or local government for law or regulation violation, including Fair Housing regulations
- c. A documented history of chronic or recurring code violations (more than 3 distinct violations within the past 12 months) on any owned property.

Further, the property owner must be compliant with any previous federal, state or local loan/grant programs and maintain current comprehensive property insurance policies for the property they are applying for. Property owners should be aware that the TCPDC will verify history of bankruptcy/foreclosure and liens with Tioga County’s Real Property Tax Service (“RPTS”) as well as the Tioga County Clerk’s Office. As for Fair Housing violations, the TCPDC will consult with the respective Fair Housing Officers at the County and municipal level.

4. The units submitted for funding must be vacant and uninhabitable and/or unmarketable.
 - a. The term “Vacant” means unoccupied or not legally rented at the time grant funds are committed because the unit is in uninhabitable and/or unmarketable condition as determined by the TCPDC. An existing tenant may not be temporarily or permanently displaced for the purposes of making a unit eligible for program funds.

- b. For the purposes of defining vacancy, the term “Uninhabitable” means the unit does not meet minimum criteria as a safe and legally occupiable housing unit. If the unit is not fully code compliant for residential use, it is by definition, uninhabitable. Examples included but are not limited to:
 - i. Water leak and presence of mold
 - ii. Lack of plumbing, bathroom and kitchen facilities
 - iii. Lack of adequate heat
 - iv. Unsafe structural condition(s)
 - v. Does not meet code for fire suppression system and/or access/egress
- c. The term “Unmarketable” means that the unit may be legally occupiable but does not meet what would be reasonable considered acceptable conditions for decent and quality housing as determined by the TCPDC. Examples include but are not limited to:
 - i. Extensive peeling paint
 - ii. Old/stained carpets
 - iii. Damaged walls and ceilings
 - iv. Inadequate kitchen and bathroom facilities
 - v. Poor lighting and/or ventilation

According to the funding source, “A property must have five (5) or fewer units *initially* (at the time funds are committed) and post-completion. The unit count applies to all residential units and not just restricted units (e.g. five restricted units in a 20-unit building would not be eligible)

- 5. Properties requested for assistance must comply with the funding source’s environmental regulations including but not limited to:
 - a. Substantial improvement in a flood zone
 - b. Work on a building determined by the State Historic Preservation Office (“SHPO”) to have historic or cultural significance
 - c. Proposed reuse, occupancy plan, or a change in actual building use as it relates to local zoning code
 - d. Projects in, or adjacent to, Agricultural Districts

The TCPDC will prioritize funding requests from property owners that further meet the criteria listed below which have priority in the following order based on a weighted scale:

- 1. Local small portfolio property owner (30 points)
 - a. Priority will be given to applicants who are local property owners with a small portfolio of rental properties. A small portfolio property owner is defined as an individual or entity that owns 20 or fewer residential rental units. The applicant’s Principal Residence for the year immediately preceding the application must be located in Tioga County or an adjoining county, consistent with TCPDC policies. “Principal Residence” means the property the applicant occupies as their primary residence for the majority of the year.
- 2. The owner of the property is a private individual or Certain Business Entity (e.g., LLCs) that owns an eligible property that is generating property and school tax revenue consistent with the TCPDC’s goal to return properties to the tax rolls. (25 points)
- 3. The property owner is requesting assistance for an eligible single, two- or three-family residential property. (25 points)
- 4. Requests for assistance must fall into one or more of the following categories: (5 points)

- a. "Health and Safety Improvements" such as improvements to kitchens and bathrooms.
- b. "Correction of Code Violations" such as updates to electrical, plumbing and HVAC systems or other as substantiated by copies of code violations issued by the respective municipality.
- c. "Access and Egress Improvements" such as removal and replacement of exterior doors and windows to meet current residential code.
- d. "Environmental Remediation" such as testing and removal and/or encapsulation of asbestos containing materials and lead-based paint. Radon testing and installation of mitigation systems will be eligible. Please note that the TCPDC's VRP program will likely require all of the aforementioned testing and mitigation activities as part of the receipt of NYS funding.

The TCPDC will prioritize requests for assistance that fall into the aforementioned categories. However, the TCPDC will consider other improvements:

- e. "Other Improvements" such as energy efficiency upgrades that include additional insulation, window replacements, installation of LED light fixtures, etc.
5. Project Readiness (10 points)
- a. The property owner has demonstrated that the proposed project is prepared to move forward by completing one or more pre-development activities prior to application submission. Eligible activities may include, but are not limited to, environmental testing, architectural or engineering plans, completed asbestos abatement or other environmental remediation. Documentation must be provided to verify completed activities. Points will be awarded as follows: **0 points** for no documented project readiness activities, **5 points** for one documented activity, **10 points** for two or more documented activities.
6. The property owner is requesting assistance for an eligible property located within one of the program's designated target areas, including the Village of Owego, Village of Waverly, Town of Candor, or Village of Newark Valley. (5 points)

The TCPDC Board of Directors reserves the right to consider awards to property owners that earn a minimum of 55 points out of the aforementioned prioritization criteria if they believe an award serves the best interests of the TCPDC and Tioga County community. The TCPDC Board of Directors also reserves the right to deny an award if it determines that an award would not serve the best interests of the TCPDC, the VRP program, or the Tioga County community. Further, the TCPDC Board of Directors reserves the right to delay consideration of additional VRP funding to a property owner that has previously or is currently receiving VRP assistance for another property.

Program Obligations

Property owners that are awarded will be required to enter into a Participant Agreement (see attached example) with the TCPDC that specifies the approved maximum award amount and outlines roles and responsibilities for the respective parties. The Participant Agreement will include the following program obligations as it relates to construction but is not limited to:

1. Prior to scheduling the initial project site inspection, the property owner shall submit the required \$500 Reservation Deposit. The deposit will be held by TCPDC until project closeout and refunded upon successful completion of the project and fulfillment of all program obligations. TCPDC may retain the deposit if the property owner voluntarily withdraws after project development activities have commenced or otherwise fails to comply with program requirements.
2. The TCPDC's staff and contracted Construction Manager ("CM") will meet with the property owner to develop a written scope of work. Both the TCPDC and property owner must approve and sign-off on the formal scope of work before the TCPDC may begin to seek quotes for the work.
3. The property owner will be provided with a list of pre-qualified contractors of all trades to choose from to submit quotes for the developed scope of work. The TCPDC's policy as it relates to VRP is that the property owner must choose at least 3 contractors to submit quotes, including at least one or more certified Minority or Women-Owned Business Enterprises ("M/WBE") and at least one or more Service-Disabled Veteran-Owned Businesses ("SDVOB") if these contractors have been pre-qualified and are on the list. If the property owner elects to forego choosing contractors, the TCPDC will select at least 3 contractors at random that include M/WBE and SDVOB contractors. Please note that TCPDC's VRP program allows property owners to select a contractor that is not the lowest quoted responsible contractor but the TCPDC will only reimburse the property owner up to the amount of the lowest quote.
4. The TCPDC's VRP funding may require pre-renovation Lead-Based Paint ("LBP"), asbestos and radon testing in compliance with NYS Office of Community Renewal standard grant regulations. Prior to any improvements or repairs are made in the assisted units, the property owner must agree to allow TCPDC to undertake a LBP risk assessment and pre-renovation asbestos survey on their behalf. Any Asbestos Containing Materials ("ACM") that will be disturbed as part of the scope of work will be handled and disposed of according to NYS Department of Labor requirements at 12 NYCRR Part 56 and local regulations prior to a contractor selected to complete the developed scope of work. As it relates to LBP, the selected contractor will need to follow LBP safe work practices if LBP is identified in the assisted units. Please note that by law, the results of the risk assessment must be disclosed to all future purchasers and tenants. As it relates to radon, if elevated levels are found, a radon mitigation system will be included in the scope of work in accordance with EPA Radon Mitigation Standards.
5. The property owner must consent to site inspections by TCPDC staff and consultants as well as respective municipal building and code enforcement officials. The TCPDC or their representatives reserve the right to inspect at reasonable times upon reasonable notice to confirm eligibility of work, monitor progress, and inspect quality of work. The TCPDC anticipates that their CM will be on site on a regular basis.
6. The TCPDC reserves the right to terminate a contract or withhold payment to the selected contractor if work is not completed as agreed, change orders are implemented without TCPDC and property owner approval, ineligible scope of work items are included on submitted invoices, for failing to satisfy contract terms, or for violating program rules.

The Participant Agreement will include the following program obligations as it relates to renting the assisted units post-construction but is not limited to:

1. Depending on whether the applicant is selected for a Standard (up to \$50,000 per eligible unit) or Enhanced award (up to \$75,000), the property owner must rent to tenants with household income up to 80% or 60% AMI at a rate affordable to the 80% or 60% AMI level, respectively. It is the property owner's responsibility to identify and select income-eligible tenants. The TCPDC expects that property owners identify eligible tenants within 30 days of construction completion with a lease executed within
 - i. 7 days of qualification. If the property owner is unable to identify an eligible tenant within the aforementioned timeframe, the TCPDC reserves the right to request documentation to demonstrate good faith efforts undertaken by the property owner to identify an eligible tenant. The TCPDC will assist the property owner in identifying eligible tenants.
2. The property owner must provide minimum 1-year leases. Following the first 1-year lease, property owners and tenants may enter into a month-by-month; however, the tenant is the only party that would be authorized to cancel the lease with required notice except for instances of lease term noncompliance.
3. The property owner must comply with the following adjusted gross income limits for the size of the tenant household. Tenant household income must be verified at the time a lease is executed. At this time tenant household income must not exceed:

AWARD	FY2026	1	2	3	4	5	6	7	8
Standard Up to \$50,000	Income (80% AMI)	\$50,400	\$57,600	\$64,800	\$71,920	\$77,680	\$83,440	\$89,200	\$94,960
Enhanced Up to \$75,000	Income (60% AMI)	\$37,800	\$43,200	\$48,600	\$53,940	\$58,260	\$62,580	\$66,900	\$71,220

Note: If a tenant becomes ineligible during their lease, they may continue to occupy the assisted unit. The property owner may also elect to renew their lease even if they are no longer income eligible.

4. The property owner must comply with the following rent limits commensurate with the award and whether the property owner has agreed to set unit-based rental rates lower than the VRP maximums to meet prioritization criteria 4 on page 7. Rent limits³ must not exceed:

FY2026	UNIT SIZE (BEDROOMS)	VRP Maximum Rent Limits	
		80% AMI (STANDARD)	60% AMI (ENHANCED)
	1	\$1,350	\$1,012
	2	\$1,620	\$1,215
	3	\$1,870	\$1,402
	4	\$2,086	\$1,564
	5	\$2,302	\$1,726

Note: If a tenant pays the utility costs for their respective unit, a "Utility Allowance" must be applied in the rent limit calculation. Please see attached Utility Allowance Schedule to be used for the VRP program.

*The funding source and TCPDC have used the Novogradac Rent & Income Calculation found at <https://www.novoco.com/resource-centers/affordable-housing-tax-credits/rent-income-limit-calculator> to determine income and rent limits for the VRP program.

*The Fair Market Rent figures are based on Final FY 2026 by Unit Bedrooms found at https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2026_code/select_Geography.odn

³ These figures are subject to change on an annual basis per Housing & Urban Development updates.

5. The property owner must comply with the following occupancy standards for tenant family size in an effort to avoid overcrowding. The Binghamton Housing Authority's ("BHA") occupancy standards for family size will be used:

UNIT SIZE	MAXIMUM NUMBER OF PERSONS
1	2
2	4
3	6
4	8
5	10

6. Tenant's annual income for determining eligibility is calculated based on IRS Form 1040 Adjusted Gross Income method. This includes:
- All wages, salaries, and tips.
 - Taxable interest and dividend income.
 - Taxable amount of IRA distributions.
 - Taxable amount of pensions and annuities.
 - Taxable amount of social security benefits.
 - Capital gain or loss.
 - Other income from Schedule 1, line 9 of IRS Form 1040.
 - Income calculations shall not include any adjustments to income from Schedule 1, line 22 of IRS Form 1040.
7. The TCPDC may utilize a partner organization to conduct an income verification and affordability analysis of any tenants identified by property owners. The TCPDC or partner(s) will work with the tenants to verify that their income does not exceed 80% or 60% AMI depending on the award. The TCPDC or partner(s) may also issue a formal recommendation for a maximum rent that ought to be set that the TCPDC will share with the property owner. Maximum rent, that is, that does not cause a housing cost burden for the tenant selected by the property owner. The property owner is not required to follow TCPDC's recommendation, however, they must follow the rent limits listed above in part 4.
8. The TCPDC will place a restrictive rental covenant (Declaration of Interest in Property) on the property for a 10-year period that covers the assisted units (see attached example). The covenant will follow the property through future transfers and sales. The purpose of the covenant is to restrict the occupancy of the assisted units to income qualified tenants for the regulatory period.
9. Property owners must secure written permission from the TCPDC to transfer or sell their property during the regulatory period. If permission is granted, the property owner must disclose all program obligations

to prospective purchasers. The new owner must assume all program obligations. In the event that the property is transferred or sold, and the new owner does not assume all program obligations, the original assisted property owner will be required to repay the full grant amount to the TCPDC.

10. The TCPDC will manage property owner program compliance throughout the regulatory period with assistance from local code enforcement officials. TCPDC will conduct annual recertifications that require:

- a. Confirming that the property owner is charging rents at or below the maximum allowed limit;
- b. Any new tenants have had their household income verified for eligibility; and
- c. The property insurance policies have not lapsed.

The TCPDC reserves the right to request further documentation to confirm program compliance as well as conduct periodic site inspections throughout the regulatory period. The TCPDC recommends that the property owner include language to this effect in their respective lease agreements with income eligible tenants.

11. Property owners will need to execute a photograph release as part of the Participant Agreement.

The TCPDC has included the following examples to provide further guidance to property owners seeking assistance. Please note that these are simply hypothetical scenarios and do not take into consideration all contributing factors including tenant paid utilities.

EXAMPLE #1 – the property owner is opting for a Standard Award of an amount not to exceed \$50,000 for their two-family property, both units are vacant and uninhabitable. Unit #1 is a 2 bedroom and Unit #2 is a 3 bedroom. The total award amount will not exceed \$100,000. Nearing the completion of construction, the property owner identifies two sets of tenants – for Unit #1, a 3-person household and for Unit #2, also a 3-person household. Working with our partners, the TCPDC determines that Unit #1 tenant household income is \$50,000; therefore, a recommendation is made to the property owner to set a rental rate of no more than \$1,500 per month. Consistent with part 4 above, the property owner is permitted to charge \$1,620 per month. As for Unit #2 tenant household income is \$60,000; therefore, a recommendation is made to set a rental rate of no more than \$1,800 per month. Consistent with part 4 above, the property owner is permitted to charge \$1,870 per month.

UNIT #1	REQUIREMENT
\$50,000 Award	80% AMI
2 Bedroom	No more than 4 persons
3-Person Household Identified	Household Income Cannot Exceed \$64,800
\$50,000 Household Income	
Rental Rate of \$1,500 Recommended	Rental Rate of \$1,620 Allowed

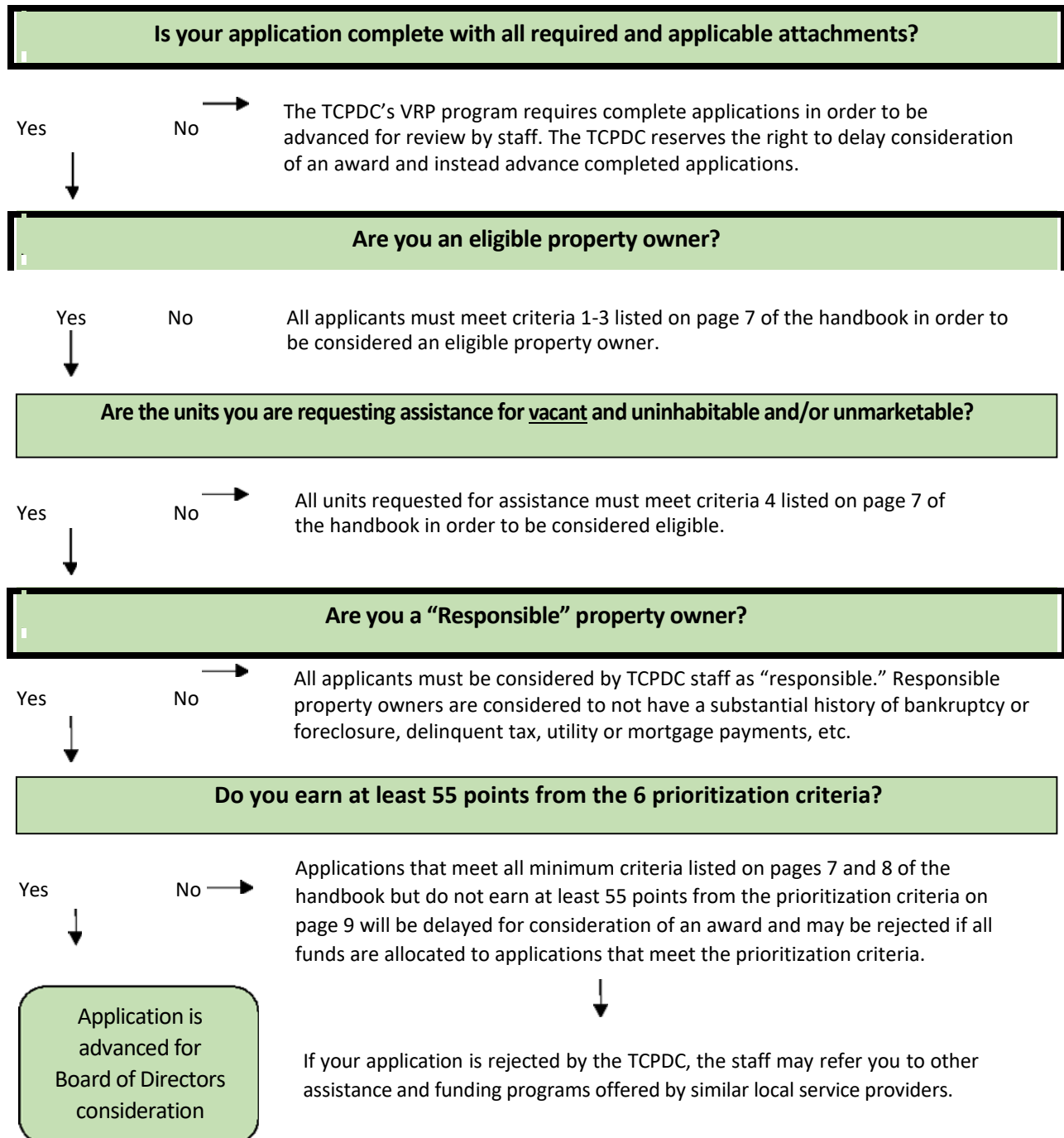
UNIT #2	REQUIREMENT
\$50,000 Award	80% AMI
3 Bedroom	No more than 6 persons
3-Person Household Identified	Household Income Cannot Exceed \$64,800
\$60,000 Household Income	
Rental Rate of \$1,800 Recommended	Rental Rate of \$1,870 Allowed

EXAMPLE #2 – the property owner is opting for a combination of Standard and Enhanced Awards of an amount not to exceed \$50,000 and \$75,000, respectively, for their three-family property, all units are vacant and uninhabitable. Unit #1 is a 2-bedroom, Unit #2 is a 2 bedroom and Unit #3 is a 3 bedroom. The property owner requested the Standard Award for Units #1 and #2 and the Enhanced Award for #3. The total award amount will not exceed \$175,000. Nearing the completion of construction, the property owner identified three sets of tenants – for Unit #1, a 2-person household, for Unit #2, a 3-person household, and for Unit #3, a 5-person household. Working with our partners, the TCPDC determines that Unit #1 tenant household income is \$45,000; therefore, a recommendation is made to the property owner to set a rental rate of no more than \$1,350 per month. Per program regulations, the property owner is permitted to charge \$1,620 per month. As for Unit #2 tenant household income is \$55,000; therefore, a recommendation is made to set a rental rate of no more than \$1,650 per month. The property owner is permitted to charge \$1,870 per month. As for Unit #3 tenant household income is \$50,000; a recommendation is not issued by the TCPDC since Unit #3 is restricted to \$1,402 consistent with part 4 above and, hypothetically, the household is able to afford \$1,500 per month.

UNIT #1	REQUIREMENT	UNIT #2	REQUIREMENT	UNIT #3	REQUIREMENT
\$50,000 Award	80% AMI	\$50,000 Award	80% AMI	\$75,000 Award	60% AMI
2 Bedroom	No more than 4 persons	2 Bedroom	No more than 4 persons	3 Bedroom	No more than 6 persons
2-Person Household Identified	Household Income Cannot Exceed \$57,600	3-Person Household Identified	Household Income Cannot Exceed \$64,800	5-Person Household Identified	Household Income Cannot Exceed \$58,260
\$45,000 Household Income		\$55,000 Household Income		\$50,000 Household Income	
Rental Rate of \$1,350 Recommended	Rental Rate of \$1,620 Allowed	Rental Rate of \$1,650 Recommended	Rental Rate of \$1,870 Allowed	No Recommendation Issued	Rental Rate of \$1,402 Allowed

The TCPDC can complete a hypothetical “Rent Limit Worksheet” provided by the funding source for the property owner before VRP funds are committed. Property owners are welcome to visit HCR’s website and download the rent limit worksheet at <https://hcr.ny.gov/vrp>

Qualified Responsible Owner Selection Criteria & Process



Required Documentation

The following documents must be submitted with an application for assistance:

1. A list of all residential and non-residential real estate owned (or have interest in) by the applicant in Tioga County and any adjoining County.
2. A copy of the recorded deed to the property with legal description attached (Schedule A) proving legal ownership.
3. Documentation for applicant eligibility:
 - f. Private individual(s) – copy of respective IDs
 - g. Certain Business Entities (e.g., LLCs) – list all owner names, percentage of ownership, copies of respective IDs and a copy of the operating agreement
 - h. Not-for-Profit Organizations – Certificate of Incorporation
 - i. Public or Quasi-Public Entities – Certificate of Incorporation
4. The units submitted for assistance must be vacant and uninhabitable and/or unmarketable.
 - a. Vacancy – copies of the past 6 months of utility bills – either NYSEG or, preferably, municipal water/sewer – that reflect little to no usage. Property owners are also required to submit a signed attestation on page 16 stating that the unit(s) is vacant and that an existing tenant was not temporarily or permanently displaced for the purposes of making a unit eligible for program funds.
 - b. Uninhabitable – copies of municipal code violations and/or photos depicting the current state of the unit(s).
 - c. Unmarketable – if the unit is habitable but unmarketable, please provide a written opinion from a real estate professional that the unit does not meet acceptable conditions for decent and quality housing and the reasons why.
5. A signed copy of a Responsible Owner Attestation on page 19.
6. A signed copy granting permission for the TCPDC to undertake a Lead-Based Paint Risk Assessment for the assisted units on page 20.
7. A signed copy of a New York State Fair Housing Acknowledgement Form on page 21.
8. A signed copy of the Property Rent Limit Attestation on page 22.
9. A signed copy of the Reservation Deposit Acknowledgement & Agreement on page 23.
10. A copy of the declarations pages of the applicant's current property insurance policy stating the policy period, amount of coverage and listing of all mortgages and/or liens against the property. TCPDC requires that the property assisted must be insured for the full (100%) replacement value. The property owner must also maintain fire insurance coverage. If the property is located in a floodplain, the property owner must currently have or must obtain flood insurance in order to be considered eligible for program funds.
11. A copy of the property owner's most recent PAID County (and City/Village/Town) and School tax bill if applicable.
12. A copy of the property owner's most recent PAID Mortgage Statement if applicable
13. A copy of the property owner's most recent PAID municipal utility bill if applicable.
14. A signed copy of the VRP Program Acknowledgement on page 15.

Optional documentation to substantiate local residency:

15. Copies of the past 12 months of utility bills (e.g., NYSEG, municipal water/sewer, Spectrum, etc.) that proves residency in Tioga County or an adjoining County.

VRP Program Acknowledgement

The following program acknowledgement form shall be submitted in conjunction with a completed application.

I (we), _____, hereby acknowledge that I (we) have received a copy of the Tioga County Property Development Corporation’s Vacant Rental Program Handbook, have read and understand the expectations and requirements of the program, and agree to comply with the expectations and requirements of the program in regard to my (our) request for assistance in the amount not to exceed \$_____ for
[INSERT TOTAL AMOUNT OF ASSISTANCE REQUESTED]

[INSERT ADDRESS]

that consists of _____ vacant units requested for assistance if selected for an award by the
[INSERT NUMBER OF VACANT UNITS]

TCPDC’s Board of Directors.

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

DATE

Vacant Unit Attestation

The following attestation shall be submitted in conjunction with a completed application.

I (we), _____, hereby attest that _____ unit(s) requested for assistance are vacant and that an existing tenant(s) was not temporarily or permanently displaced for the purposes of making said unit(s) eligible for VRP program funds.

I (we) hereby attest under penalty of perjury that the above statement is true, accurate and complete to the best of my (our) knowledge and belief. I (we) acknowledge that false statements made knowingly by me (us) will disqualify me (us) from participation in the program. I (we) agree to provide, upon request, additional information or documentation to the TCPDC to further verify and confirm vacancy of a unit(s) requested for assistance.

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

DATE

Responsible Owner Attestation

The following attestation shall be submitted in conjunction with a completed application.

I (we), _____, hereby attest that I (we) do not have a substantial history of outstanding federal, state, or local liens, and/or delinquent tax, utility or mortgage payments for my (our) property located at

I (we) attest that I (we) have not had more than six (6) delinquent utility and/or mortgage payments and have not had more than two (2) delinquent tax bills during the past 3 (three) years for the aforementioned property requested for assistance. Further, I (we) attest that I (we) have no history of bankruptcy or foreclosure and/or investigation by the Department of Health, EPA, HUD, state agency or local government for law or regulation violation including Fair Housing regulations for all properties in my (our) real estate portfolio during the past 3 (three) years.

I (we) further acknowledge and authorize the TCPDC to verify this attestation with entities including but not limited to the Tioga County Real Property Tax Service, Tioga County Clerk's Office, respective Fair Housing Officers, municipal Treasurers Offices, utility companies, etc.

I (we) hereby attest under penalty of perjury that the above statement is true, accurate and complete to the best of my (our) knowledge and belief. I (we) acknowledge that false statements made knowingly by me (us) will disqualify me (us) from participation in the program. I (we) agree to provide, upon request, additional information or documentation to the TCPDC to further verify and confirm that I (we) am a Responsible Owner.

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

DATE

Permission to Conduct Lead-Based Paint Risk Assessment

The following permission statement shall be submitted in conjunction with a completed application.

I (we), _____ have received the EPA booklet, *Renovate Right* and *Protect Your Family from Lead in Your Home*, or have validated that I (we) received the electronic link to the pamphlets and reviewed the content; I (we) am aware of the possible hazards lead-based paint pose. In order to protect my (our) interests as well as to protect occupants and workers, I (we) and the TCPDC need information about the location of lead-based paint within my (our) unit(s) requested for assistance if the property was built before 1978.

The funding I (we) are receiving may require that I (we) undertake a formal assessment of the lead hazards within my (our) unit(s) requested for assistance; called a risk assessment. The risk assessment requires that a certified firm measure the level of lead-based paint of any deteriorated painted surfaces and other building components that will be disturbed during the project. This risk assessment will also include measuring the level of lead in dust and may examine soil for lead hazards.

By law, I (we) acknowledge that the results of the risk assessment must be disclosed to all future purchasers and tenants. If no lead-based paint is identified, then no special precautions will need to be taken during the project. Should lead-based paint be identified above allowable levels, then the EPA certified contractors will take special precautions to ensure occupant and worker safety. For projects where lead-based paint has been positively identified, a third-party clearance test will likely be required at the conclusion of work to ensure that lead levels are below allowable EPA levels. By law, I (we) acknowledge that the results of the clearance tests must be disclosed to all future purchasers and tenants.

I (we) give the TCPDC permission to act as my (our) agent to arrange for all lead testing. I (we) give the TCPDC permission to perform a lead risk assessment according to EPA and OCR requirements.

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

DATE

New York State Fair Housing Acknowledgement

The following NYS Fair Housing acknowledgement form shall be submitted in conjunction with a completed application.

I (we), _____, hereby acknowledge that Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. I (we) acknowledge that it is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include but are not limited to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status. I (we) acknowledge that if we procure a real estate professional to market units assisted with VRP funds, they must also comply with all Fair Housing and Anti-discrimination Laws.

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

DATE

Property Rent Limit Attestation

The following rent limit attestation form shall be submitted in conjunction with a completed application.

Please select and complete the field within one of the following:

☐ I (we), _____, hereby agree and attest that I (we) will comply with the VRP rent limit maximums for the 10-year regulatory period which are as follows:

FY2026	UNIT SIZE (BEDROOMS)	80% AMI (STANDARD)	60% AMI (ENHANCED)
	1	\$1,350	\$1,012
	2	\$1,620	\$1,215
	3	\$1,870	\$1,402
	4	\$2,086	\$1,564

I (we) further agree and attest that I (we) will comply with the Utility Allowance schedule provided by the TCPDC and appropriately apply said allowances if my (our) tenants are responsible for any utilities. I (we) acknowledge that the aforementioned rent limits and utility allowance schedule are subject to change on an annual basis and that it is my (our) responsibility to comply during the 10-year regulatory period.

☐ I (we), _____, hereby agree and attest that I (we) if awarded funding through TCPDC's Vacant Rental Program, the assisted unit(s) will be rented at rates below the applicable Fair Market Rent (FMR) limits for the duration of the 10-year regulatory period.
Applicable FMR: \$_____ per month; Proposed Monthly Rent \$_____ per month.

I (we) further agree and attest that I (we) will comply with the Utility Allowance schedule provided by the TCPDC and appropriately apply said allowances if my (our) tenants are responsible for any utilities. I (we) acknowledge that the aforementioned rent limits and utility allowance schedule are subject to change on an annual basis and that it is my (our) responsibility to comply during the 10-year regulatory period.

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

DATE

Reservation Deposit Acknowledgement & Agreement

The following Reservation Deposit Acknowledgement & Agreement form shall be submitted in conjunction with a completed application.

The purpose of the Reservation Deposit is to demonstrate the Applicant's commitment to completing the Vacant Rental Program rehabilitation project and to reserve program funding while TCPDC incurs costs associated with project development.

I (we), _____, acknowledge and agree to the following:

- ☐ I understand that I am required to submit a \$500 Reservation Deposit before TCPDC schedules the initial project site inspection.
- ☐ I understand that the Reservation Deposit is not a program fee and is intended to demonstrate my commitment to completing the project.
- ☐ I understand that TCPDC will begin incurring project development expenses after receipt of the Reservation Deposit, including but not limited to construction management, inspections, environmental review, project development, procurement, and administrative costs.
- ☐ I understand that the Reservation Deposit will be refunded upon successful completion of the project and satisfaction of all program requirements.
- ☐ I understand that if TCPDC determines my project is not feasible or funding is unavailable through no fault of my own, my Reservation Deposit will be refunded.
- ☐ I understand that if I voluntarily withdraw from the program after TCPDC has incurred project development costs, or fail to comply with program requirements, TCPDC may retain all or a portion of my Reservation Deposit in accordance with program policies.
- ☐ I understand that any determination regarding the refund or retention of the Reservation Deposit will be made by TCPDC in accordance with the Vacant Rental Program policies and any executed program agreements.

I have read and understand the Reservation Deposit requirements and agree to comply with them.

PROPERTY OWNER SIGNATURE

PROPERTY OWNER PRINTED NAME

DATE

TCPDC REPRESENTATIVE SIGNATURE

DATE



VRP Program Application

The following application will need to be completed and submitted for TCPDC staff review for determination of eligibility. If your application is deemed eligible by TCPDC staff, it will be advanced for consideration of award to the TCPDC Board of Directors in the order in which they are received and meet the prioritization criteria until funds are fully allocated.

PROPERTY OWNER INFORMATION

Name(s): _____

Physical Address: _____

Phone: _____ Phone: _____

Email: _____

Number of years residing at the above address: _____

	Yes	No
Do you have a personal or professional relationship with the TCPDC, and of its Directors or employees?	_____	_____

EMPLOYMENT INFORMATION

Please list the following information about EACH PERSON that owns the property:

Name	Employer Name	Number of Years	Self Employed? Y/N	Employer Address	Position	Annual Income

*Please attach additional pages if necessary.

SUBJECT PROPERTY INFORMATION

Address:

Deed/Title in name of: _____

Current Property Type: _____

(e.g., Single-Family, Two-Family, Three-Family, Multi-Purpose, Multi-Structure, etc.)

Number of Units: _____

Number of Units Requested for Assistance: _____

Is the subject property titled under a Certain Business Entity (e.g., [[C])?

Yes

No

If yes, please complete the chart below with ownership information:

Name	Physical Address	Percentage of Ownership

*Please attach additional pages if necessary

Yes

No

Do you currently reside in one of the units? *If yes, please note that your unit is ineligible for assistance.*

Are the unit(s) requested for assistance vacant?

Are the unit(s) requested for assistance uninhabitable?

Are the unit(s) requested for assistance unmarketable?

Do you have open code violations?

Do you have any open building permits? *If yes, please note that the TCPDC reserves the right to review the status of each open building permit and whether to issue an award.*

In the past 3 years regarding the property you are applying for, do you have a substantial history of:

- Outstanding federal, state, or local liens
- Delinquencies on any local, County and school tax bills
- Delinquencies on any municipal utility bills
- Delinquencies on any mortgage payments

The term "substantial history" means no more than six (6) delinquent utility and/or mortgage payments and no more than two (2) delinquent tax bills during the past three (3) years.

Yes No

In the past 3 years regarding all properties in your real estate portfolio, do you have a history of:

- a. Bankruptcy or foreclosure _____
- b. Investigation by the Department of Health, EPA, HUD, state agency or local government for law or regulation violation including Fair Housing regulations _____

Are you compliant with any and all previous loan/grant programs? _____

Do you maintain current comprehensive property insurance policies? _____

Is your property located in a Special Flood Hazard Area ("SFHA")?⁴ _____

If you answered yes above, do you carry a flood insurance policy? _____

Please describe all requested improvements and/or repairs with estimated costs if known:

Improvement/Repair Item	Type of Improvement/Repair	Estimated Cost
1.		
2.		
3.		
4.		
5.		
6.		
TOTAL		

*Please attach additional pages if necessary

Yes No

Do you have estimates for the improvements and/or repairs requested? *If yes, please submit the estimates with your application. If not, we will obtain them later.*

⁴ Please visit <https://msc.fema.gov/portal/home> if you are unsure whether your property is located in a SFHA.

VRP AWARD INFORMATION AND REQUEST

The TCPDC will offer two award options until all funds are expended:

- Standard Award: up to \$50,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 80% Area Median Income ("AMI") at a rate affordable to the 80% AMI level.
- Enhanced Award: up to \$75,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 60% AMI at a rate affordable to the 60% AMI level.

Please select the award option per unit requested for assistance you would like to be considered by the TCPDC Board of Directors:

Standard (up to \$50,000): _____ Units Requested for Standard Award: _____ Total: _____

Enhanced (up to \$75,000): _____ Units Requested for Enhanced Award: _____ Total: _____

OTHER REAL PROPERTY INFORMATION

Yes No

Do you own or have interest in any other properties in Tioga County or an adjoining County? _____

If yes, list all property addresses below:

Street Address	City	Zip Code	County	Number of Residential Units	Number of Commercial Units
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
TOTAL					

*Please attach additional pages if necessary

Yes No

If you own or have interest in any other properties in Tioga County or an adjoining County, are any of them titled under a Certain Business Entity (e.g., LLC)? _____

If yes, please complete the chart below:

Street Address	Certain Business Entity Name	Your Percentage of Ownership

*Please attach additional pages if necessary

REQUIRED SUPPORTING DOCUMENTS

Use the checklist below to ensure your application is complete. As part of the selection process, consideration of submitted applications will be prioritized for award based on the order in which they are received and further prioritization criteria listed on page 7 of the TCPDC's VRP handbook. In cases where incomplete applications are submitted or the TCPDC identifies a need to request additional information or documentation from an applicant, the TCPDC reserves the right to delay consideration of an award and instead advance completed applications. The TCPDC will advise applicants in writing of the status of an application within 30 days of a completed application and determination of eligibility.

Please include all applicable supporting documentation:

- ☐ A list of all residential and non-residential real estate owned by – or interest – the applicant in Tioga County and any adjoining County.
- ☐ A copy of the recorded deed to the property with legal description attached (Schedule A) proving legal ownership.
- ☐ Documentation for applicant eligibility as applicable:
 - ☐ Private individual(s) – copy of respective IDs
 - ☐ Certain Business Entities (e.g., LLCs) – list all owner names, percentage of ownership, copies of respective IDs and a copy of the operating agreement
 - ☐ Not-for-Profit Organizations – Certificate of Incorporation
 - ☐ Public or Quasi-Public Entities – Certificate of Incorporation
- ☐ The units submitted for funding must be vacant and uninhabitable and/or unmarketable.
 - ☐ Vacancy – copies of the past 6 months of utility bills – either NYSEG or municipal water/sewer – that reflect little to no usage.
 - ☐ Signed attestation that the unit(s) is vacant and that an existing tenant was not temporarily or permanently displaced for the purposes of making a unit eligible for program funds.
 - ☐ Uninhabitable – copies of municipal code violations and/or photos depicting the current state of the unit(s).
 - ☐ Unmarketable – if the unit is habitable but unmarketable, please provide a written opinion from a real estate professional that the unit does not meet acceptable conditions for decent and quality housing and the reasons why.
- ☐ A signed copy of the Responsible Owner Attestation Form.
- ☐ A signed copy granting permission for the TCPDC to undertake a Lead-Based Paint Risk Assessment for the assisted units.
- ☐ A signed copy of a New York State Fair Housing Acknowledgement Form.
- ☐ A signed copy of the Property Rent Limit Attestation
- ☐ A copy of the declarations pages of the applicant's current property insurance policy stating the policy period, amount of coverage and listing of all mortgages and/or liens against the property. TCPDC requires that the property assisted must be insured for the full (100%) replacement value. The property owner must also maintain fire insurance coverage. If the property is located in a floodplain, the property owner must currently have or must obtain flood insurance in order to be considered eligible for program funds.
- ☐ A copy of the property owner's most recent PAID County (and City/Village/Town) and School tax bill if applicable.
- ☐ A copy of the property owner's most recent PAID Mortgage Statement if applicable.
- ☐ A copy of the property owner's most recent PAID municipal utility bill if applicable.

- ☐ A signed copy of the VRP Program Acknowledgement.
- ☐ Copies of improvement/repair estimates if applicable.

Optional documentation to substantiate local residency:

- ☐ Copies of the past 12 months of utility bills (e.g., NYSEG, municipal water/sewer, Spectrum, etc.) that proves residency in Tioga County or an adjoining County.

AUTHORIZATION & CONSENT

I (we) hereby apply for assistance from the Tioga County Property Development Corporation's ("TCPDC") Vacant Rental Program ("VRP"). I (we) have read the accompanying Handbook and if selected, agree to comply with all expectations and requirements as outlined in "Qualifying for the Program" on pages 5 through 7 and "Program Obligations" on pages 8 through 10 including but not limited to executing a rental restrictive covenant enforced by the TCPDC.

I (we) hereby authorize TCPDC and its authorized agent(s) to verify any and all information contained in this application with other parties and to report its findings with me (us) as well as obtain additional information required for compliance within the regulations of the program. I (we) authorize the TCPDC to share information and supporting documentation I (we) have provided in this application and any other information relevant to any and all assistance awarded with any and all VRP partners including but not limited to the New York State Office of Community Renewal ("OCR"), the New York State Housing Trust Fund Corporation ("HTFC"), and local Code Enforcement Offices.

I (we) hereby certify that the above statements are true, accurate, and complete to the best of my (our) knowledge and belief. False statements made knowingly by applicant will disqualify the applicant from participation in the program.

This application does not guarantee or imply award of VRP funding. All awards are subject to approval by the Tioga County Property Development Corporation Board of Directors.

Signature (applicant)

Date

Signature (co-applicant)

Date

Name (print)

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. The Tioga County Property Development Corporation is committed to serving its community without discrimination and will comply with all rules and regulations in regard to its funding programs.

Applicant ☐ I do not wish to furnish this information	Co-Applicant ☐ I do not wish to furnish this information
Ethnicity: ☐ Hispanic or Latino ☐ Not Hispanic or Latino	Ethnicity: ☐ Hispanic or Latino ☐ Not Hispanic or Latino
Race: ☐ Black/African American ☐ White ☐ American Indian/Alaskan Native ☐ Asian ☐ Asian & White ☐ Native Hawaiian/Other Pacific Islander ☐ American Indian/Alaskan Native & White ☐ Black/African American & White ☐ American Indian/Alaskan Native & Black/African American ☐ Asian/Pacific Islander ☐ Other Multi-Racial	Race: ☐ Black/African American ☐ White ☐ American Indian/Alaskan Native ☐ Asian ☐ Asian & White ☐ Native Hawaiian/Other Pacific Islander ☐ American Indian/Alaskan Native & White ☐ Black/African American & White ☐ American Indian/Alaskan Native & Black/African American ☐ Asian/Pacific Islander ☐ Other Multi-Racial
Sex: ☐ Male ☐ Female ☐ Other	Sex: ☐ Male ☐ Female ☐ Other

Please sign, date and return to:

Tioga County Property Development Corporation
 Attn: Tara Patton
 56 Main Street
 Owego, NY 13827

Or email to: TCPDC@tiogacountyny.gov

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION
NEW YORK VACANT RENTAL PROGRAM
PARTICIPANT GRANT AGREEMENT

This Agreement is made effective as of the _____ day of _____, 20____, by and between **Tioga County Property Development Corporation**, a New York land bank formed in accordance with Article 16 of the New York Not-for-Profit Corporation Law with an address of 56 Main Street, Owego, NY 13827 ("Land Bank"), and, residing at or having a principal place of business at _____ ("Owner").

WITNESSETH:

WHEREAS, TCPDC has entered into an Agreement with the New York State Housing Trust Fund Corporation ("HTFC") to distribute and administer funds for projects under the New York Vacant Rental Program ("Program") to eligible properties selected in accordance with Program guidelines; and

WHEREAS, TCPDC must administer the distribution of grant funds to the Owner, for the project in accordance with all the terms and conditions of their Grant Agreement with the HTFC, Article XXVI of the Private Housing Finance Law and the regulations promulgated thereunder, and the HTFC's applicable rules, regulations, policies and procedures, as amended from time to time.

WHEREAS, the Owner intends to complete improvements of the property located at STREET ADDRESS using funds to be provided through the Program being administered by Land Bank; and

NOW, THEREFORE, Land Bank and the Owner agree as follows:

1. Term.

The period of performance for all activities assisted pursuant to this Agreement shall be ten (10) years, commencing on the effective date of this Agreement and ending on _____ ("Term"), unless sooner terminated as provided for herein. The Owner is required to engage a contractor and begin construction within thirty (30) calendar days of Land Bank approval.

2. Owner's Representations.

The Owner hereby expressly represents that:

- (a) They are the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, they have all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.
- (b) The premises will be insured for the full (100%) replacement value, fire insurance and other appropriate insurance depending on makeup of building will be obtained, and to obtain flood insurance coverage if the scope of work at the premises is classified as a substantial improvement under 6 NYCRR Part 502, Floodplain Management Criteria for State Projects.

3. **Project Costs.**

- a) At least two bids must be obtained for each separate construction project or professional service to establish the reasonableness of project costs. All bidders must have equal access to relevant information, including information on the property itself. The process shall be free of collusion or intimidation. All quotes shall be received directly by the Land Bank. The Land Bank will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.
- b) Eligible contractors shall be those selected from any list maintained by the Land Bank, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.
- c) Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage.
- d) Owners and/or family members shall not be involved in the bidding process.
- e) The Land Bank agrees to pay the selected contractor(s) for project costs described in the agreed upon Scope of Work attached as Attachment A. Any modification, amendment or rescission of project costs must be requested in writing and approved in writing by the Land Bank.
- f) The maximum amount of Program funds to be provided to the project is *VRP Award Amount*; however, the Land Bank will provide only those funds deemed necessary to complete the attached scope of work.

4. **Reimbursement**

- a) Funds will be disbursed only after costs are incurred, documented, and approved by the Participant, the Land Bank and HTFC.
- b) A final disbursement shall not be paid pursuant to this agreement until a final inspection of the work has been completed by the Land Bank, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, Owners may be required to provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the Land Bank to maintain effective internal controls. Cash payments will not be reimbursed.
- d) The payment of any amount(s) due and payable by the HTFC through the Land Bank to the Owner, as a reimbursement pursuant to this Grant Agreement for work completed shall be payable within forty-five (45) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the HTFC.

5. **Inspection of Work: Unsatisfactory Work.**

The Owner agrees that the Land Bank shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that the Owner or the Land Bank shall determine at any time that there exists unsatisfactory work, the Owner shall notify the contractor in writing of the existence of such (sending copies to the Land Bank and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in

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the work within said period of time the Land Bank shall have the right to cancel this Grant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

6. Regulatory Period.

- a) The Owner, for a period of ten (10) years from project completion ("Regulatory Period"), shall take all necessary steps to ensure that the property improved under the Program is maintained in good condition. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income, which is defined as households whose incomes do not exceed <<Enter 60% or 80% depending on award type>> of the Area Median Income for the geography in which the property are located as published the U.S. Department of Housing and Urban Development (HUD). This requirement is met through (1) verifying the income of tenants at time of application; and (2) a rent limit imposed on the assisted units during the Regulatory Period. Annual Rent Limits will be communicated by the Land Bank to the Property Owner on an annual basis.
- b) It is essential that Owners ensure that their properties remain free of lead hazards after compliance has been documented. The Owner agrees to maintain paint in all residential spaces using lead-safe work practices for the ten-year Regulatory Period. The Owner or a representative should visually assess the property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.
- c) The Owner of a property improved under the Program ("Assisted Property") will be required to execute a Declaration of Interest in the Property ("Declaration"), in the form attached as Attachment C, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Owner agrees to maintain the Assisted Property in compliance with the terms of this Grant Agreement, throughout the Regulatory Period. The Owner shall further declare that in the event of any non-compliance, the amount of grant funds distributed shall be subject to repayment in full. The Owner further acknowledges and agrees that the Land Bank shall have the right, pursuant to its agreement with the HTFC, to inspect the Assisted Property to monitor the Owner's compliance with this requirement.
- d) The Declaration is expressly subject and subordinate to any primary mortgage given by the Owner for the property, whether or not such mortgage is recorded prior to the date of the Declaration. Subordination for purposes other than a primary mortgage requires approval by the Land Bank. The Land Bank will consider the risk to the investment of VRP program funds and any applicable special circumstances when reviewing subordination requests. Failure to comply with any of the above requirements could result in recapture/repayment of Grant funds.

- e) The Assisted Property shall not be sold during the Regulatory Period without prior written consent of the HTFC. The Owner must disclose the requirements imposed on the Property by this Grant Agreement and the Declaration to prospective purchasers. In the event of an approved sale or otherwise permitted transfer, the new owner shall execute an Affirmation assuming the regulatory requirements and responsibilities in this Grant Agreement and the Declaration. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner.

7. Reports and Access to Records.

During the Term and the Regulatory Period, the Land Bank will require an annual inspection and confirmation of adherence to program policies and procedures including the income verification of any new tenants and charging monthly rent within the allowable limit.

The Owner further agrees to provide the Land Bank with reports or records in such form, content and frequency as required by the Land Bank and the HTFC.

8. Termination.

In the event the Program or the Land Bank shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the Owner shall die, or the ownership of the building changes prior to the completion of such work, the Land Bank may terminate its obligation(s) hereunder to the Owner by reimbursing the Owner (or its heirs or successors) for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to the Owner, the Land Bank shall be released and discharged from any further claim on behalf of the Owner pursuant to this Grant Agreement. Any remaining funds of the Owner held by the Land Bank shall be released and discharged from any further claim on behalf of the Owner, and returned to the HTFC.

9. Compliance with Local Laws and Codes.

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that the Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the City/Town/Village of _____, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

10. Notice of Investigation or Default.

The Owner shall notify the Land Bank within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of their activities by any governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the Land Bank and the HTFC may, in its discretion,

withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

11. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Land Bank to make any further payment of Program funds shall, if the Land Bank so elects, terminate and the Land Bank may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Land Bank may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Owner fails, in the opinion of the Land Bank, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the HTFC or the Land Bank;
 - (ii) if at any time any representation or warranty made by the Owner shall be incorrect or materially misleading;
 - () if the Owner has failed to commence the improvements as specified in Attachment A- Scope of Work in a timely fashion or has failed to complete such improvements within the Term.
- (c) Upon the happening of an Event of Default, the Land Bank may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Land Bank from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Owner is given at least ten (10) business days prior written notice.
 - (ii) Withhold or suspend payment of Program funds.
 - () Recapture any Program funds disbursed to the Owner.
 - (i) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owner to reimburse the Land Bank and the HTFC for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Land Bank for any reason, or upon the closeout of the Program, the Land Bank shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Land Bank of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to the Land Bank for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner. The Land Bank shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

12. Indemnification.

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the Land Bank, the City/Town/Village of _____ and the HTFC from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

13. Assignment.

The Owner shall not assign this Grant Agreement without the prior written consent of the Land Bank and any such request for assignment of said Grant Agreement must be addressed to the Land Bank, 60 Hawley Street 5th Floor, Binghamton, New York 13901 or P.O. Box 1766, Binghamton, New York 13902.

14. Waiver of Liability.

Nothing in this Agreement nor any act of the Land Bank, HCR or the HTFC, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and the Owner hereby expressly waives any such claim.

15. Photograph Release.

The Owner agrees to complete a written consent, in the form attached as Attachment D to permit the Land Bank and the HTFC to publish photographs of assisted properties for promotional or public relations purposes.

16. Modification and Amendment.

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both the Owner and the Land Bank.

17. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

18. Disputes.

Any disputes will be resolved through the Land Bank Dispute Resolution Policy attached to this agreement (Attachment B).

19. Acknowledgements

The Owner hereby acknowledges the following:

- a) The Owner has the right to select the eligible tenants for assisted units;
- b) The Owner understands the applicable Fair Housing Laws in New York State and agrees to adhere to these laws, including in selecting tenants for assisted units;

- c) The Owner furthermore understands specifically that it is unlawful to discriminate against a household that pays rents with public assistance in New York State and the Owner agrees not to unlawfully discriminate against a prospective or current tenant that is a housing voucher holder or otherwise uses public or other source of income to pay rent; and
- d) The Owner will advertise available units in accordance with Fair Housing Laws and understands that Land Bank reserves the right to advertise assisted units in any lawful manner it chooses, including to local housing agencies and authorities.

20. Attachments:

The following attachments are hereby incorporated into this agreement and the Owner shall adhere to the provisions contained therein.

Attachment A – Scope of Work

Attachment B – Dispute Resolution Policy

Attachment C – Draft Declaration of Interest

Attachment D – Photograph Release Form

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Land Bank

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Owner

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY**

PROGRAM FUNDS GRANTED BY Tioga County Property Development Corporation to:

PROPERTY OWNER(S): Owner(s)

PROPERTY ADDRESS: <<PROPERTY STREET ADDRESS>>

COUNTY: Tioga

SECTION/BLOCK/LOT: <<SBL>>

AMOUNT OF GRANT ASSISTANCE: <<\$AMOUNT>>

REGULATORY PERIOD: Ten (10) Years

OF UNITS ASSISTED THROUGH STANDARD AWARD: {Enter number of units}

IDENTIFY STANDARD AWARD ASSISTED UNITS: {Enter unit numbers or other identification}

OF UNITS ASSISTED THROUGH ENHANCED AWARD: {Enter number of units}

IDENTIFY ENHANCED AWARD ASSISTED UNITS: {Enter unit numbers or other identification}

This Declaration, made and executed this ____ day of ____, <<YEAR>>, is given to the Tioga County Property Development Corporation ("Recipient") by Owner(s).

RECITALS

WHEREAS, the undersigned is/are the owner(s) ("Owner") of the property described above and in the attached Exhibit A ("Property"); and

WHEREAS, the Owner is an "Eligible Participant" in the NYS Vacant Rental Program ("VRP"), and

WHEREAS, the Recipient entered into a Vacant Rental Program Agreement (the "Agreement") with the Housing Trust Fund Corporation ("HTFC"); and

WHEREAS, pursuant to the Agreement, Recipient provided Vacant Rental Program assistance in the amount listed above ("Grant Assistance") to the Owner for the purposes of rehabilitating vacant units on the Property as rental housing units (the "Assisted Unit(s)"); and

WHEREAS, the Owner must comply with HTFC Policies and Procedures and HTFC's Regulatory Requirements for the Vacant Rental Program (the "Program") as they relate to the Property and to the Assisted Unit(s) for the Regulatory Period as defined herein.

NOW, THEREFORE, the Owner hereby declares that for a period of ten (10) years ("Regulatory Period") which commenced on <<DATE>> ("Commencement Date") and terminating <<TERMINATION DATE>> ("Termination Date"), the Assisted Unit(s) shall at all times be occupied as housing, and the Property and Assisted Units shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions, and improvements shall, from time to time, be promptly made.

Owner further declares that, during the Regulatory Period, the Property shall not be sold, transferred, moved, demolished, or materially altered without the prior written consent of the Recipient and HTFC. In the event of an approved sale or otherwise permitted transfer, the new owner shall execute an Affirmation assuming the regulatory requirements and responsibilities found both herein and in the VRP Grant Agreement executed between the Owner and the Recipient. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner and may prevent the discharge of the Declaration of Interest at the completion of the Regulatory Period.

Owner further declares that:

- any Assisted Units on the Property shall be occupied by an eligible tenant for the duration of the Regulatory Period as verified by the Owner and Recipient per published VRP program policies and procedures unless prior written consent has been granted by HTFC;

**NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY**

- The owner will not reside in any Assisted Unit(s) during the Regulatory Period;
- that the monthly rent charged to tenants of any Assisted Unit will not exceed the maximum limit established by VRP;
- that the Assisted Unit(s) shall not be used as a short-term rental, including as a vacation and/or seasonal rental and that tenant leases will be for a minimum of twelve (12) months;
- and that should any Assisted Units in the Property become vacant during the Regulatory Period, the Owner shall make good faith efforts to market the vacant rental unit for lease to new tenants.

This Declaration is expressly subject and subordinate to any primary mortgage given by the Owner for the property, whether or not such mortgage is recorded prior to the date of this Declaration. For the duration of the Regulatory Period, subordination of the Declaration for purposes other than a primary mortgage requires written consent of Tioga County Property Development Corporation.

All the grants, covenants, terms, provisions, and conditions contained herein shall run with the land, binding all subsequent owners, encumbrances, and tenants of the Property. In the event the Owner shall breach any such grant, covenant, term, provision, or condition, the Owner must return the Grant Assistance to the Recipient for recapture by HTFC. The amount to be repaid and recaptured shall be 100% of the grant assistance.

This Declaration shall be recorded in the Office of the Clerk of the County in which the Property is located and shall automatically lapse on the Termination Date.

NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

Owner(s)

MAILING ADDRESS:

<<Owner 1 Sign>>

<<Owner 1 Print Name>>

<<Owner 2 (IF ANY) Sign>>

<<Owner 2 (IF ANY) Print Name>>

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____, in the year _____, before me, the undersigned notary public, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____, in the year _____, before me, the undersigned notary public, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY**

Tioga County Property Development Corporation

By: _____

Name:

Title:

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned notary public, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY

Exhibit A

Legal Description

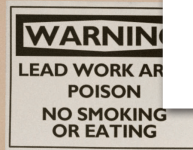
Tioga County		Single Family Detached				Date: January 1, 2026	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	68	73	78	82	86	89
	Bottle Gas	130	153	179	205	231	257
	Electric Resistance	115	131	150	170	189	208
	Electric Heat Pump	50	59	70	79	88	96
	Fuel Oil	119	140	164	188	212	236
	Coal	52	61	71	82	92	102
	Wood	55	65	76	87	98	109
Cooking	Natural Gas	2	2	4	6	8	10
	Bottle Gas	9	11	16	21	26	31
	Electric	9	10	15	19	24	28
	Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		51	60	86	112	138	164
Water Heating	Natural Gas	12	15	21	27	34	40
	Bottle Gas	29	34	50	65	80	96
	Electric	29	34	43	52	62	71
	Fuel Oil	27	32	46	60	74	88
Water		50	54	86	133	180	228
Sewer		43	46	66	96	126	156
Trash Collection		32	32	32	32	32	32
Range/Microwave		12	12	12	12	12	12
Refrigerator		13	13	13	13	13	13

Tioga County		Semi-detached and Rowhouse/townhouse					Date: January 1, 2026
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	64	69	72	75	78	81
	Bottle Gas	115	135	157	178	200	222
	Electric Resistance	77	88	109	130	150	171
	Electric Heat Pump	43	50	60	67	75	82
	Fuel Oil	106	124	144	164	184	204
	Coal	46	54	62	71	80	88
	Wood	49	57	67	76	85	94
Cooking	Natural Gas	2	2	4	6	8	10
	Bottle Gas	9	11	16	21	26	31
	Electric	9	10	15	19	24	28
	Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		45	53	75	97	119	140
Water Heating	Natural Gas	12	15	21	27	34	40
	Bottle Gas	29	34	50	65	80	96
	Electric	29	34	43	52	62	71
	Fuel Oil	27	32	46	60	74	88
Water		50	54	86	133	180	228
Sewer		43	46	66	96	126	156
Trash Collection		32	32	32	32	32	32
Range/Microwave		12	12	12	12	12	12
Refrigerator		13	13	13	13	13	13

Tioga County		High rise with elevator				Date: January 1, 2026	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	57	61	65	68	71	73
	Bottle Gas	91	107	125	143	162	180
	Electric Resistance	60	67	84	101	118	135
	Electric Heat Pump	35	42	49	55	61	68
	Fuel Oil	84	98	115	132	149	165
	Coal	36	43	50	57	64	72
	Wood	39	45	53	61	69	76
Cooking	Natural Gas	2	2	4	6	8	10
	Bottle Gas	9	11	16	21	26	31
	Electric	9	10	15	19	24	28
	Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		36	43	59	76	92	109
Water Heating	Natural Gas	10	12	17	22	27	32
	Bottle Gas	23	28	40	52	64	76
	Electric	23	27	34	42	49	57
	Fuel Oil	22	25	37	48	59	70
Water		50	54	86	133	180	228
Sewer		43	46	66	96	126	156
Trash Collection		32	32	32	32	32	32
Range/Microwave		12	12	12	12	12	12
Refrigerator		13	13	13	13	13	13

Tioga County		Low-rise				Date: January 1, 2026	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	76	82	84	85	86	87
	Bottle Gas	161	189	204	218	233	247
	Electric Resistance	77	88	109	130	150	171
	Electric Heat Pump	45	53	63	71	79	87
	Fuel Oil	148	174	187	201	214	227
	Coal	64	75	81	87	93	98
	Wood	68	80	86	93	99	105
Cooking	Natural Gas	2	2	4	6	8	10
	Bottle Gas	9	11	16	21	26	31
	Electric	9	10	15	19	24	28
	Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		44	51	72	92	112	132
Water Heating	Natural Gas	12	15	21	27	34	40
	Bottle Gas	29	34	50	65	80	96
	Electric	29	34	43	52	62	71
	Fuel Oil	27	32	46	60	74	88
Water		50	54	86	133	180	228
Sewer		43	46	66	96	126	156
Trash Collection		32	32	32	32	32	32
Range/Microwave		12	12	12	12	12	12
Refrigerator		13	13	13	13	13	13

THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT



CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



1-800-424-LEAD (5323)

epa.gov/getleadsafe

EPA-740-K-10-001

Revised September 2011



This document may be purchased through the U.S. Government Printing Office online at bookstore.gpo.gov or by phone (toll-free): 1-866-512-1800.

Important lead hazard information for
families, child care providers and schools.



IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.



WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

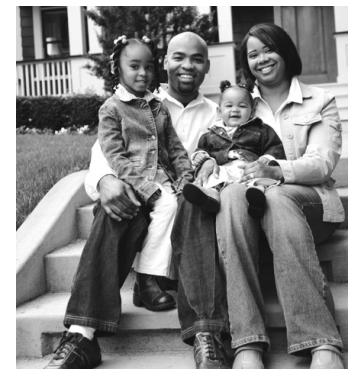
Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at [epa.gov/lead/pubs/leadinfo](https://www.epa.gov/lead/pubs/leadinfo) or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

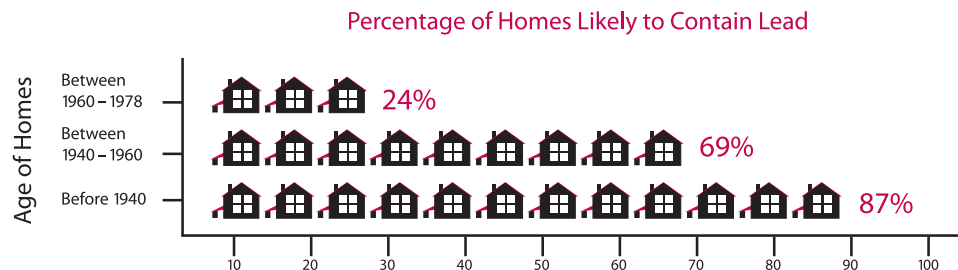
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at epa.gov/getleadSAFE or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at epa.gov/lead/pubs/locate or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or epa.gov/lead/nlic can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at epa.gov/lead/pubs/brochure

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
hud.gov/offices/lead/



SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- ☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

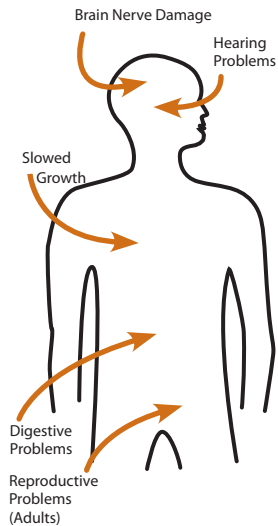
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this. Page 64

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).