

Lead-Safe Homes Program: Policy and Procedures Manual

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Program Background

The goal of the City of La Crosse Lead Safe Homes Program (LSHP) is to create safe and healthy home environments free of lead hazards for children in the City of La Crosse (the City). The program is authorized by the City of La Crosse Common Council (approved on March 12, 2020) and funded by the Bureau of Environmental and Occupational Health of the Division of Public Health (DPH) at the Wisconsin Department of Health Services (DHS), through the Health Services Initiative (HSI) through the Children’s Health Insurance Program (CHIP) at the Centers for Medicare and Medicaid Services (CMS), and based on the availability of matching state funds.

Desired Outcomes

Program Objectives

1. Protect low-income children from residential lead exposure by addressing lead-based paint hazards in homes.
2. Eliminate housing conditions that are detrimental to health, safety, and the public welfare through addressing lead hazards.
3. To improve the quality of the City’s housing stock.

Use of Repaid Lead Safe Homes Program funds

The funds to property owners of rental properties will be recorded as a three-year forgivable loan, on the property. Should any loan funds be returned to the City of La Crosse will be considered as program income for this program and will be used to continue the program.

Residential lead abatement projects - The City will conduct the day-to-day administration of the program; development of all program policies and procedures; working with state and local agencies and private sector groups to maximize the success and reach of the program; reviewing and submitting all scopes of work as well as program costs to DHS; evaluating program performance; ensuring that contractors are reimbursed for work performed that meets the program objectives; and reporting progress made on program goals and objectives to DHS.

Targeted marketing, outreach and education to stakeholders – The City will arrange training programs to increase and strengthen the pool of lead abatement contractors available to carry out the abatement work prescribed by the program, as well as conduct marketing and outreach to program stakeholders to increase awareness about the program and lead-safe renovation practices.

Department Staff

Program personnel include the Neighborhood Housing and Development Associate and two Housing Specialists, with oversight from the CDBG Administrator.

Neighborhood Housing and Development Associate, with support from the CDBG Administrator, is responsible for overseeing all aspects of the program including policy and procedure development, outreach to stakeholders, program administration; participant and property enrollment, receipt of program applications, income verification, occupant relocation, financial accounting, record keeping, and reporting progress to DHS.

Housing Specialist (Kevin Conroy and Kevin Clements), hereinafter referred to as HS, is responsible for outreach to stakeholders, contractor engagement, occupant relocation, obtaining lead abatement project bids, contracting with lead abatement contractors (including obtaining abatement company license and verification of certification and insurance), training and management, program administration when needed, reviewing and submitting the scope of work to DHS; in some cases, the HS may also conduct lead risk assessments to identify lead hazards, generate lead abatement work specifications using a DHS template, and conduct clearance testing after the abatement work is complete. contractor oversight, payment of contractor and other 3rd party vendors,

LSHP Affiliated Requirements, Acts and Initiatives

Lead Abatement Contractors

The Lead Abatement Contractors selected for each lead abatement project must be current and in good standing in their Wisconsin state certification in lead abatement, as well as working for a lead company currently certified by the state for lead abatement work. They must show proof of general liability insurance for the LSHP project they're chosen for. They can include some or all the cost of this in their bid (depending on whether it's project specific or an annual cost).

Lead-Safe Renovators

In some cases, non-abatement work may be conducted as part of the scope of work paid for by the LSHP, especially when it includes work on elements of the property that, if they fail, would contribute to the failure of the lead abatement work. In these cases, Wisconsin state-certified Lead-Safe Renovators may be hired to conduct this work in a lead-safe manner. Lead-Safe Renovators must be current in their certification and in good standing with the state.

Risk Assessors

All risk assessment and clearance services paid for through the LSHP HSI funding must be conducted by a state-certified risk assessor in good standing with the state of Wisconsin Asbestos and Lead Certification Unit, WDHS, and be completely unconnected with the owner of the enrolled property or the lead abatement company conducting the lead abatement work.

Laboratory Services

All laboratory services paid for by the LSHP must be at laboratories that are EPA nationally accredited laboratories (NLLAP). EPA standards and certification requirements (both the laboratory certification and the test specific protocols used for the blood lead, water testing, paint chip and dust wipe sample analysis).

Additional Requirements

National Historic Preservation Act (16 USC 470 and 36CFR part 800) Waste Disposal
<https://docs.legis.wisconsin.gov/statutes/statutes/289> and
https://docs.legis.wisconsin.gov/code/admin_code/nr/500/500 and

<https://dnr.wi.gov/files/PDF/pubs/wa/WA173.pdf> and
<https://dnr.wi.gov/files/PDF/pubs/wa/WA651.pdf>

Worker Protection

- OSHA Lead in Construction standard (29 CFR 1926.62)
- https://www.hud.gov/sites/documents/LBPH_48_3.PDF

Lead Work Activities

HUD - rehab, lead safe housing, guidelines

Local Ordinances

Residential Lead Abatement Projects

Eligibility Requirements

Only privately-owned rental and owner-occupied properties are eligible for enrollment, Bank-owned and vacant properties are not eligible. Eligible properties shall be:

1. Constructed prior to 1978;
2. Occupied by tenants or owner-occupants at or below 301% of the FPL¹;
3. Occupied by tenants or owner-occupants who have at least one Medicaid or CHIP-eligible child under 19 years of age or pregnant woman, or a child under 19 years of age or pregnant woman who visits regularly (e.g. home of a family member, relative or child care where a child spends 3 hours a day on two separate days a week and a total of 60 hours per year);
4. Current on all property taxes or have a tax payment plan in place.
5. Insured for total loss.

Please note: *The child or pregnant woman need not be lead-poisoned, and neither the property owner nor the entire household has to meet the income eligibility requirement.*

In the case of rental properties, the owner must agree to try to continue to rent, in the future, to Medicaid or CHIP eligible families with a child under age 19 or a pregnant woman for a period of not less than three (3) years following the completion of the lead abatement activities. This includes marketing the rental property to prospective low income families as well as maintaining the rent at a fair market price for this demographic. The owner will be required to enter into a Forgivable Deferred Loan Repayment Real Estate Agreement (Agreement) to ensure that the rent requirement is complied with for three (3) years. The Agreement will be recorded with the La Crosse County Register of Deeds. Annually, the City will verify, and document, landlord's compliance through one or more of the following methods: obtaining copies of marketing attempts, random call checks to see who is currently renting the unit and/or periodically requesting to see a copy of the current lease.

In order for a property to be enrolled in the program, not only must the qualifications be met, above, but also the property owner and tenant (if applicable) must both agree to participate in the program by signing a grant agreement or a loan agreement. Buy-in by the occupant is necessary in order to ensure that the Health Department officials, inspectors, Community Development and Housing staff, contractors and others involved in the program can access the interior and exterior to complete the lead abatement and related work practices.

¹ Federal Poverty Level Guidelines for determining enrollment in Wisconsin's health care plans:
<https://www.dhs.wisconsin.gov/medicaid/fpl.htm>

Income Verification and Enrollment

Purpose: The purpose of the intake and enrollment process is to ensure the owners, tenants, or owner-occupants meet all qualifications for participation in the program through the collection of required documents and completion of enrollment forms. During intake and enrollment, the program process and expectations will be outlined to the participants.

Responsibility: The City will verify that the tenants or owner-occupants meet the income eligibility for the program (>301% Federal Poverty Level Guidelines, see: <https://www.dhs.wisconsin.gov/medicaid/fpl.htm> or <https://aspe.hhs.gov/poverty-guidelines> for income levels). During the enrollment process, the City will provide occupant information from the application to LSHP staff. LSHP or La Crosse County staff will verify Medicaid or Badger Care Plus enrollment of children under 19 or pregnant women through the state Medicaid enrollment portal. The LSHP will communicate back to the City on enrollment status of the individual.

Definitions:

BC+/CHIP eligibility can be defined as either:

- 1) A child or pregnant woman who is signed up for a “BadgerCare Plus Standard Benefit Plan” with an eligibility date segment that has not expired before the date the property is enrolled in our program.
- 2) A child or pregnant woman who, after going through the <https://access.wisconsin.gov/> web app, is determined to be eligible for BadgerCare Plus.

Medicaid eligibility is defined as either:

- 1) A child or pregnant woman who in the state Forward Health portal has a “SSI Medicaid” plan with an eligibility date segment that has not expired before the enrollment of the property into our program.
- 2) A child or pregnant woman who in the state Forward Health portal has a “FSTMA” plan with an eligibility date segment that has not expired before the enrollment of the property into our program.
- 3) A child or pregnant woman who, after going through the <https://access.wisconsin.gov/> web app, is determined to be eligible for SSIMA or FSTMA.

Income Verification of tenants/owner-occupants:

No additional income verification is needed on the following properties because by virtue of their CHIP or MA eligibility, the child or pregnant woman’s household also meets the income requirement of <301% FPL:

- 1) Properties that are the primary residence of at least one child (under 19 years of age) who are signed up for a “**BadgerCare Plus Standard Benefit Plan**” with an eligibility date segment that has not expired before the date the property is enrolled in our program.
- 2) A child or pregnant woman who in the state Forward Health portal has a “**SSI Medicaid**” plan with an eligibility date segment that has not expired before the enrollment of the property into our program.

Additional income verification is needed of the tenants or owner-occupants to ensure that they do not exceed 301% FPL:

- 1) Properties with foster children (those with “**FSTMA**” benefit plans), unless it is also the primary residence of a child with a BadgerCare Plus Standard Benefit Plan.

- 2) Properties that are not the primary residence of the BadgerCare Plus, SSIMA or FSTMA child or pregnant woman, but rather where they are spending 3 or more hours a day on two separate days per week or 60 hours per year.

Note: If a Medicaid or CHIP-eligible child/pregnant woman are not yet enrolled in Medicaid or BadgerCare Plus, or covered by any other creditable health care insurance program, the contracted agencies or staff at the local health department or at DMS must take steps to assist the eligible individual or their guardian with completing enrollment materials and obtaining access to health care providers before the property can be enrolled in the program. Income verification guidance should in general be in line with HUD's policy PGI 2009-01 for Income Verification Guidance, except that the comparison is with 301% of the Federal Poverty Level instead of the Area Median Income Level.

Property/Participant Prioritization

The City will prioritize services to properties where children with elevated blood lead levels reside that are subject to lead hazard reduction work orders issued by a local health department.

Secondly, the City will prioritize properties of children with blood lead levels meeting the Wis. Stat. 254.11(9) definition for lead poisoning (≥ 5 $\mu\text{g}/\text{dL}$) that are not subject to lead hazard reduction work orders.

For the third level of prioritization, the City will focus on a primary prevention approach. Project units will be identified from specific target areas with high rates of both childhood lead poisoning and pre-1950 housing.

Costs Covered Under the LSHP

In the case of owner-occupied homes, all costs related to lead hazard abatement work identified in the risk assessment and defined in the scope of work for a property will be covered by the LSHP. Rental property owners will pay 15% of the cost of the lead abatement work as a requirement for participation in the program except in cases where LSHP waives part or all of this cost contribution (see the section entitled *Property Owner Responsibilities for Participation in the Program* below).

Abatement work that can be covered under this program is defined as any measure to permanently eliminate lead based paint hazards, and may include:

- The removal, enclosure, or encapsulation of lead based paint and lead dust hazards from an eligible residence;
- The removal of lead-based painted surfaces, components or fixtures from an eligible residence;
- The removal or covering of lead-contaminated soil up to the eligible residence property line; and
- All worksite preparation, clean up, and disposal, and lead risk assessment and clearance activities, including lab sampling analysis, associated with such measures;
- The relocation of occupants and their pets (and moving/storage of an occupant's belongings) during the lead hazard abatement work covered above, as long as relocation is necessary to ensure the safety of the occupants (see the section entitled *Relocation Policy* below).

In the event that the source of lead exposure is related to water, the DHS may utilize the health services initiative funds to install a water filter in the home and will refer the property owner to other resources to abate this problem.

In addition, rehabilitation work may be permitted if the rehabilitation work is necessary to protect the integrity of the lead abatement work. In cases where the City determines that the lead abatement work will fail without additional minor repairs, and certifies that the repairs are essential to maintain the integrity of the lead abatement work, these repairs will be covered. All services necessary for repair integrity will follow the minimum standards as established by HUD for lead-based paint hazard control and/or healthy homes grants (https://www.hud.gov/sites/documents/DOC_38179.PDF) and any subsequent amendments to the HUD guidelines.

For example, if the lead abatement work to an interior will fail without additional minor repairs to the roof (i.e. the repairs are essential to maintain the integrity of the lead abatement work) the repairs to the roof may be covered as well. Additional rehabilitation work must be pre-authorized by the LSHP, and adequate written justification recorded in the property case file.

Funds can also be used to offset training and certification costs related to lead-safe work, including the following accredited courses:

Lead Investigation Courses -

- Lead Sampling Technician (initial or refresher course)
- Lead Inspector Course
- Lead Hazard Investigator (initial or refresher course)

Lead Reduction Courses-

- Lead Safe Renovator Course (initial or refresher course)
- Lead Abatement Worker (initial or refresher course)
- Lead Abatement Supervisor (initial or refresher course)

Funds from this program will **not be used**:

- to replace lead service lines;
- to address soil contamination for any home where the federal Environmental Protection Agency (EPA) would handle that responsibility due to the location of a home within a designated superfund zone;
- to pay for risk assessments that are covered under the Medicaid state plan (see Appendix 3 for more information);
- to assess or remediate homes that are vacant.

See Appendix 1: Job Specifications, for additional information on job specifications approved under the program, as well as a list of prohibited and restricted practices.

Property Owner Responsibilities for Participation in the Program:

The property is not being made lead-free, but rather lead-safe. Property Owners and Tenants must understand that not all lead will be removed from the property, and they will have to maintain the remaining painted surfaces in good condition and hire/perform lead-safe renovation practices in the future, as well as disclosing to future tenants/buyers that the property is pre-1978 and what lead that exists (from the RA.) Below are some lead safe techniques.

- Talk to the local health department about testing paint and dust from your home for lead

- Make sure your child does not have access to peeling paint or chewable surfaces painted with lead-based paint.
- Children and pregnant women should not be present in housing built before 1978 that is undergoing renovation.
- Create barriers between living/play areas that have lead sources
- Regularly wash children's hands and toys
- Regularly wet mop floors and wet wipe window components
- Take off shoes when entering home to prevent bringing lead-contaminated soil in from outside

Additional Rental Property Owner Responsibilities – In order to enroll their property in the LSHP, rental property owners must agree to 1) pay for a percentage of the lead abatement work cost; 2) maintain a fair market rent on property for the three (3) years following the completion of the lead abatement work; 3) enter into a forgivable real estate grant agreement with the City of La Crosse 4) market the property to low income families for the three (3) years following completion of the lead abatement work if the unit is vacated at any point during that time.

Payments towards lead abatement work by property owners - Rental property owners are responsible for paying for 15% of the cost of the lead abatement work unless otherwise decided by LSHP staff. Rental property owners must present a valid receipt to the City to verify that they have complied with this obligation, the City may also consider an in-kind contribution. Cash payments directly from a rental-property owner as part of the rental-property owner's payment requirement will NOT be accepted. The City will maintain a copy of the receipt in the property file.

The rental property owner percentage payment requirement ensures that landlords participating in the LSHP still bear some of the responsibility of fixing lead hazards in their units. However, rental property owners vary in their income and/or resources, and some are not financially able to support what may be extensive lead abatement activities. Therefore, should the rental property owner not be able to pay for the match requirement (direct payment or in-kind), the City may request that DHS approve an exception on a case-by-case basis.

A number of factors will be considered by DHS in determining a rental-property owner's payment responsibility. These factors are described in greater detail in **Appendix 2: Rental Property Owner Work Payment Obligations**.

Fair Market Rent Determination - Rental property owners will have to agree to keep the rent below the level that HUD determines as "Fair Market Rent" or FMR for an area (see: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2019_code/select_Geography.odn to look up the FMR in an area). Additionally, the rent cannot be raised more than the federally adjusted rate of inflation each year for three (3) years following the abatement work.

Risk Assessment/Lead Investigations

The LSHP cannot use CHIP HSI funds to cover the cost of a lead risk assessment or clearance activity at a property that is the primary residence of child (up to age 19) who is enrolled in Medicaid or BadgerCare Plus and has a blood lead level of 5 µg/dL or greater. In these properties, a healthcheck provider can claim these costs to Medicaid. Therefore, unless the property owner is willing and able to cover the cost

of a risk assessment or clearance activity, it should be done by a local health department and then billed to Medicaid in these cases.

For more information and a decision tree on who can pay for risk assessments under the program, please see **Appendix 3**.

Job Specs Acceptable for Abatement

The LSHP will translate all risk assessments into a scope of work to be provided as part of the bidding package to lead abatement companies. Only specific job specifications should be considered acceptable to meet the needs specified in the scope of work, and these are listed in **Appendix 1: Job Specifications**. The job specs in Appendix 1 only apply in cases where rules for historic landmarks and properties do not apply. In cases of historic buildings, the City will work with LSHP on a case by case basis to specify the job specifications.

Bidding Process

Proposals for work shall be obtained based upon the scope of work and must be signed by the contractor. Submitted proposals must specify the description of work to be completed, the materials which are to be used and the total cost of the work. The property owner shall obtain a minimum of two proposals, that address the entire scope of work, from a certified lead abatement contractor. One proposal will be acceptable in the case where, despite repeated attempts, only one proposal for the project is received; in this case the HS shall document cost reasonableness.

The HS shall review all proposals with the property owner to ensure that the contractor is a certified lead abatement contractor, that all items listed on the scope of work are included in the proposal, and that all proposals are complete. The property owner will make the final proposal selection. Work shall be undertaken only through a written contract between the contractor and the property owner.

The HS shall assist each property owner in arranging for and obtaining an acceptable contract. No property owner or household member shall be allowed to contract or perform work on their own property (with or without pay) without approval from the City. The General Conditions and Contract must be signed by both the contractor and the property owner. The property owner will sign the contract only after executing the City of La Crosse Lead Safe Homes Grant Agreement. The General Conditions and Contract shall be provided by the City and shall include, but not be limited to the following requirements for contractors:

1. Hold Harmless the property owner, the occupant and the officers, members, and employees of the City from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease or loss and expense resulting from or alleged to result from Contractor's operations.
2. Payment shall not be due until the Contractor has delivered to the property owner or the City a complete release of all liens arising out of this contract.
3. Contractor shall secure all necessary permits and licenses required to perform the work called for by this contract, and shall comply with all building code and lead abatement regulations and ordinances.
4. Except otherwise noted and authorized by the City and the property owner, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work.

Unless otherwise specified, all materials shall be new and work shall be performed by skilled personnel in accordance with accepted trade standards.

5. All changes from the original contract shall be presented in writing and approved by the property owner. Claims by the Contractor for extra cost must be presented in writing to the City and the property owner for approval prior to executing the work.
6. The Contractor shall furnish the Owner with all manufacturers and suppliers; written guarantees and warranties covering materials and equipment furnished under the contract.
7. Contractors will remove all work-related debris from job site.
8. Equal Employment Opportunity- Contractor shall provide equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age and status with regard to public assistance or disability.
9. Section 3 of the Housing and Urban Development Act of 1968 -Contractor shall conform to Section 3 provisions by recruiting persons in the City of La Crosse and surrounding area whenever employment opportunities exist.
10. The Contractor hereby warrants to the Owner, and to subsequent Owners, of the property to be improved, that all materials, hardware, fixtures and utilities of whatever kind or nature, incorporated in said dwelling by the Contractor are of good quality, and free from defects in workmanship or material, and that Contractor shall repair, correct or replace, at no cost to the Owner or subsequent Owners, any instances of defective workmanship or materials of deficiencies subject to the warranty contained in this paragraph M; provided, however, that the warranty set forth in this paragraph M shall apply only to such deficiencies and defects as to which Owner or subsequent Owners shall have given written notice to the Contractor, at its principal place of business, within twelve months from the date of completion of the work.
11. Evidence of comprehensive liability- The Contractor shall furnish evidence of completed operations liability and evidence of comprehensive public liability insurance coverage protecting the owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$50,000 in the event of property damage arising out of the work performed by the Contractor and evidence of insurance coverage for workman's compensation.
12. Contractor shall commence work within seven (7) days after issuance of the Proceed to Work order.
13. The premises may not be occupied during the course of the lead abatement work.
14. Lead Abatement Work shall be completed within _____ days (as determined by the HS and based off the scope of work) from the date the proceed to Work order is mailed by HS. In no case shall the construction period exceed six (6) months, unless a written extension is granted by City.
15. A progress payment, not to exceed 80% of the total contract amount, may be made following inspection and acceptance of all work done by the contractor. The final payment of the contract amount shall be made only after final inspection and acceptance of all the work to be performed by the Contractor and only if the Contractor has furnished the Property Owner, in care of the City of La Crosse, satisfactory release of liens or claims for liens by the Contractor, subcontractors, laborers and material suppliers. Progress payments and final payment due to the Contractor will be paid within thirty (30) days after the HSA receives the Contractor's invoice and satisfactory release of liens or claims for liens by subcontractors, laborers and material suppliers for completed work or installed materials.

16. The Contractor shall comply with Department of Housing and Urban Development Lead Based Paint Regulations (24 CFR Part 35) pursuant to the Lead Based Paint Poisoning Prevention Act (42 USC 4831 et. seq.) requiring prohibition of the use of lead-based paint.
17. The above warranties are in addition to, and not in limitation of, any and all rights and remedies to which the Owner, or subsequent Owners, may be entitled, at law or in equity, and shall survive the conveyance of title delivery of possession of the property, or other final settlement made by the Owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument hereto or hereafter executed by the Owner.

In the event that a contract cannot be honored for a legitimate reason, the HS will assist the owner(s) in finding another contractor to complete the work specified in the contractor's proposal.

Relocation Policy:

In most cases, Occupants will need to be relocated during lead abatement work in order to protect them from exposure to lead hazards and to reduce logistical complications for the work crews. Relocation will be done in accordance with the Uniform Relocation Act of 1970.

For each project, the Lead Abatement Contractor must develop an occupant protection plan in accordance with WI law HFS 163.14 (1)(e); that describes the measures [RD1] that will be taken to protect the building occupants from exposure to lead-based paint hazards.

The City will provide Occupants with information on what areas of the property are included in the Scope of Work and will require that the Occupants pack and store all household goods in those areas. Occupants are responsible for packing and storing these household goods prior to commencement of lead abatement work. Occupants must acknowledge any items that cannot be moved or stored on the RELOCATION FORM [RD2].

The City will provide a copy of the Relocation Form to Lead Abatement Companies as part of the bid solicitation package. The Lead Abatement Contractor can include in the cost of their bid the cost to move/store items to reduce logistical complications during the abatement work. Before work begins, the Lead Abatement Contractor will move/store any applicable items and cover and protect all household items in the work areas that were not moved/stored.

The City will provide general information notices and notices of non-displacement to rental occupants. The City will allow occupants to return to their dwelling units when clearance testing has been performed. If a property passes visual clearance and before wipe sample results have been received from the lab, the occupants may be allowed to return if the risk assessor conducting the clearance agrees.

To minimize relocation costs, the City will encourage tenants and owner occupants to stay with friends and family during the relocation period. To assist the host friend or family, the City may offer to pay the host family a stipend. In the event this option is not viable, the City will secure temporary lodging as needed, most commonly hotels or motels. Whenever possible, relocation facilities will include kitchenettes so families may cook for themselves and reduce relocation costs. The City will work with other local agencies, when possible, to seek out the most cost-effective lodging options available. DHS estimates that the average relocation cost will be \$150 per day.

Expenditures for relocation must be reasonable and will be approved by the City. Temporary relocation payments may include:

1. Cost of lodging at a moderately priced motel, when staying with family or friends is not possible or practicable. The City must make payments directly to the motel on behalf of the family. The City will keep a list of acceptable accommodations in the area that have kitchenette facilities or breakfast provided to minimize costs to the program of paying for meals eaten in restaurants.
2. Actual cost of meals eaten at moderately priced "family" restaurants if kitchenette facilities are not available to the Occupants. Meals may not exceed current state-approved per person meal reimbursement rates. As of 2019, the state rates are \$8 for breakfast, \$10 for lunch and \$20 for dinner. (Note that these cost limits are for adults; children's costs should be lower.) Relocated families must present receipts for all reimbursable expenses.
3. Amount of INCREASED transportation costs to and from employment, school, shopping, and place of worship.
4. Cost of laundry facilities when the occupants had laundry facilities at the project site, and are unable to return to the project site to do laundry.
5. Cost of boarding dogs and cats during the abatement work period, if those pets must be relocated during the work but cannot stay at the same hotel as the Occupants or be cared for at a friend's house.

Need Relocation Letter to Occupants, Relocation Agreement and the Interim Lead Safe Housing Brochure.

Contractor Oversight

HS will monitor worksites in process to ensure that lead abatement certified workers and supervisors are on the job, that safe work practices are used, written work specifications and the occupant protection plan has been followed, the work site is secured and daily logs are kept.

An onsite inspection of the lead abatement work shall be performed by the HS prior to issuing any payment, including property owner's contribution, to the Contractor. If work performed is satisfactory and in accordance with the contract, the HS shall obtain the property owner's endorsement on the Payment Inspection form. Instruct rental property owners, if applicable, to pay their 15% contribution, of the total project amount, directly to the Contractor (prior to the City issuing any payments). Rental Property owners shall obtain a receipt for their contribution and present it to the City prior to the City issuing any payments to the Contractor. The City will issue payments directly to the contractor.

If additional work and cost must be undertaken to complete the work and to make the structure decent, safe, and sanitary, the proposed work shall be documented by using a Change Order Form **See Appendix 4**. The contractor and the property owner shall sign the Change Order Form and then present it to the HS. If the work is necessary and the additional cost is less than \$2,000.00, the HS will authorize the additional work. If the Change Order exceeds \$2,000.00 the HS must obtain approval from LSHP.

If the HS determines that all work completed under a contract is satisfactory and in accordance with the contract, the HS shall obtain from the contractor a signed Waiver of Lien form including releases from all subcontractors and/or suppliers and a copy of each warranty due to the property owner. After securing the property owner's endorsement on the Payment Inspection form, the City will issue final payment directly to the contractor.

If the work is not completed satisfactorily and in accordance with the contract, the HS shall advise the property owner within three (3) days of the non-compliance. The property owner shall be requested to

obtain, with assistance from the HS, corrective action from the contractor. No progress or final payment shall be made on a contract until the contractor has satisfactorily completed the necessary corrective action.

In the event a dispute exists between the property owner and the contractor, with respect to the work performed, the HS shall act in accordance with the provisions of the contract to assure that the work is performed satisfactory manner. If the HS finds the work satisfactory, the property owner must resolve the dispute independently with the contractor or accept the HSs determination.

Property Closeout

Upon satisfactory completion of all the contracted work on a property, in accordance with all contracts for that property, the HS shall complete a final inspection form indicating that the property has been found decent, safe and sanitary, and all Inspection Permits are final with the Department of Fire Prevention and Building Safety. The final inspection form must be executed by the property owner and the HS.

Property Clearance

HS will communicate with the lead abatement contractor and the risk assessor to schedule the final clearance inspection. Certified City Staff may perform final clearance inspections. Upon completion the clearance reports will be sent to LSHP(DPH), lead abatement contractor, property owner and occupants. The City will obtain a receipt form the property owner indicating by their signature that they have received the clearance report. The City will send the clearance report and owner's signed receipt to the DHS when requesting reimbursement.

Grievance Policy

Property owners or contractors with concerns about the administration or operation of the Lead Safe Homes Program should communicate these concerns to the City as soon as possible. If these concerns cannot be negotiated or resolved successfully between the parties, a written appeal should be filed with the Director of Planning of the City.

The written appeal must:

- be in writing;
- identify the basis for the specific complaint;
- identify sections in the application process, contract, policies/procedures, of construction which are perceived to be violated;
- describe the sequence of events affecting the project to date.

All relevant supporting documentation (photographs, copies of dated correspondence and contracts, etc.) should be attached.

The Director of Planning will respond to this complaint in writing within ten (10) business days of receiving the complainant's letter. The Director of Planning is authorized to make reasonable accommodation, as necessary, to resolve complaints within the LSHP guidelines and in accordance with the program goals of efficiency, effectiveness, and customer satisfaction.

In cases where technical expertise is required for assessment of the quality of work or materials, appropriate technical professionals such as building inspectors, structural engineers, flooring or cabinetry experts, plumbers, etc. who are not associated with either party involved in the dispute may be called upon for an impartial analysis to be paid for by the City. The City will make the decision regarding which

technical expertise is needed and who to retain for that service. If a homeowner or contractor objects or wishes additional expertise, they may secure additional services at their own expense.

In cases where the dispute is between the homeowner and the contractor, and the dispute cannot be resolved, the parties must agree to binding arbitration.

The homeowner is entitled to an appeal which will be conducted as an informal hearing with the City or its designee serving as hearing officer. The decision of the hearing officer will be final.

Record Keeping and Reporting

City must collect the following statistics on their program, and report an update for any quarter where a payment was made to the City:

1. Number of LSHP applications received,
2. Number of LSHP applications eligible/approved,
3. Number of individuals reached through outreach,
4. Number of LSHP applications received as a direct result of outreach

In addition, City will keep files on all projects for six (6) years after each individual property achieves clearance. Files will include the following information:

1. Dated and completed application from owners and dwelling occupants, including full names and dates of birth for Medicaid or BadgerCare Plus eligible children under 19 years of age and pregnant women.
2. Occupant signed acknowledgement when temporary relocation is needed during lead abatement work to fix lead hazards, stating that the occupants know their rights and responsibilities regarding relocation and how the program will protect them.
3. Information used to establish/verify occupant family income and date that eligibility was determined or denied.
4. Signed and dated agreement (grant agreement or loan agreement) from the owner of the dwelling unit. This will affirm their willingness to participate in the program. Rental property owners must acknowledge that they may be required to pay for a portion of the costs of the LSHP related work (as a payment directly to a third party vendor for LSHP related work or make an in-kind donation). Rental owners will acknowledge in the loan agreement that they must rent the units to families with Medicaid or BadgerCare Plus-eligible children for three years or make the units available to such families for three years after the work is completed.
5. If enrolled properties are located in a floodplain, (a) copies of property owner's flood insurance sufficient to cover at least the value of the lead-safe renovation work done on the property.
6. Risk Assessment, Work Specification Reports, LSHP cost estimates for each property, and record of Contactor (DHS) staff approval for each lead risk assessment and lead work specifications.

7. Records documenting (when, how and to whom) City sent work specifications to certified lead abatement contractors to solicit bids.
8. Records of the lead abatement contractors' bids and dates received.
9. Records for contractor hired to work on each enrolled property, including:
 - (a) Copies of lead-safe renovator ID number(s) and/or certification cards,
 - (b) Evidence of completed operations liability and evidence of comprehensive public liability insurance coverage protecting the owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$50,000 in the event of property damage arising out of the work performed by the Contractor and evidence of insurance coverage for Workman's Compensation.
 - (c) Records of lead abatement contractor's bids and dates received.
10. Contract between owner and the selected Contractor.
11. Copy of lead abatement contractor's notification to WI DHS regarding when and where they will conduct lead abatement work activities.
12. Record of City's activities to monitor LSHP job in progress to ensure that certified abatement workers are on the job, the lead hazard reduction work is done properly, occupant protection plan is in place and contractor knows how to request clearance investigation. These records may include photographs.
13. (a) Clearance reports, (b) records of who received these reports (lead abatement contractor, property owner, occupant and DHS), (c) record of when and how occupants were notified to return to their residence, and (d) property owner's signed receipt for clearance reports.
14. Copies of City requests to DHS for reimbursement for specific LSHP activities and documentation of payments.
15. Documentation of leveraged funds (a) for associated rehabilitation construction work for each dwelling enrolled in the project and (b) of total leveraged funds for the entire project including leveraged funds spent on administrative work, education, outreach, training, risk assessments and clearance activities.

APPENDIX 1: Job Specifications

Job Specs Acceptable for Abatement

The LSHP will translate all risk assessments into a scope of work to be provided as part of the bidding package to lead abatement companies. Only specific job specifications should be considered acceptable to meet the needs specified in the scope of work, and these are listed below. The job specs below only apply in cases where rules for historic landmarks and properties do not apply. In cases of historic buildings, the LSHP will specify the job specs on a case by case basis.

Exterior Trim

REPLACE AND PAINT EXTERIOR TRIM: Using lead-safe abatement practices, remove and properly dispose of existing trim. Install new trim using construction grade dimensional lumber or manufactured mill stock. Apply high-quality bonding primer. Apply high-quality exterior latex or acrylic paint that has a first coat wet film of not less than 6 mils.

EXTERIOR TRIM WRAP WITH ALUMINUM: Using lead-safe abatement practices, replace any missing or rotten trim with dimensional pine or fir stock as needed. Wrap all exposed exterior window and door trim, sills, beams, and headers with aluminum coil stock custom bent to cover the component. Secure with nails and seal all edges and seams with an exterior silicon caulk.

Fascia

In the case of rotting fascia, replace. Otherwise, see below -

FASCIA WRAP WITH ALUMINUM: Using lead-safe abatement practices, replace any missing or rotten trim with dimensional pine or fir stock as needed. Wrap all fascia with aluminum coil stock custom bent to cover fascia and fascia trim molding. Secure with nails and seal all edges and seams with an exterior silicon caulk.

Soffit

In the case of rotting soffit, replace. Otherwise, see below -

SOFFIT ENCLOSE WITH ALUMINUM: Using lead-safe abatement practices, replace any missing or rotten trim with dimensional wood. Install solid aluminum soffit panels. If soffit is vented, install vented aluminum soffit panels in locations of existing vents.

Carpet

When the carpet is in good condition –

CLEANING: Cleaning with HEPA vac in two directions. Steam Cleaning carpet and HEPA vacuum a second time after carpet has dried.

When the carpet is not in good condition –

REPLACEMENT: Remove and replace carpet.

Interior Trim

Where interior trim cannot be made smooth and cleanable, replace. Otherwise, see below –

PAINT INTERIOR TRIM: Using lead-safe work practices, repair or replace all areas of damaged or rotten wood. Wet scrape all loose, peeling, cracked, or blistered paint from trim. Feather edges with a wet sponge sanding block. HEPA vacuum and wash with a de-glossing solution all surfaces to be repainted to ensure a good bond with the new paint. Apply high-quality bonding primer. Apply high-quality interior latex paint that has a first coat wet film of not less than 6 mils.

VARNISH INTERIOR TRIM: Using lead-safe work practices, repair or replace all areas of damaged or rotten wood. Wet scrape all loose, peeling, cracked, or blistered varnish from trim. Lightly

wet sand varnish surface to ensure a good bond with new varnish. HEPA vacuum and then wipe with a tack cloth all surfaces to be varnished. Apply two coats of high-quality, low-odor, fast-drying polyurethane varnish following manufacturer instructions for surface preparation between coats.

Sill in poor condition and not easily made smooth and cleanable -

REPLACE SILL: Using lead-safe abatement practices, remove and properly dispose of existing sill. Install new sill using construction grade dimensional lumber or manufactured mill stock.

Door frames with lots of damage –

INSTALL CLEAR PLASTIC CORNER PROTECTORS

Interior Walls and Ceilings

Depending on the condition of the walls/ceiling, either of the following are acceptable practices –

PREP AND PAINT INTERIOR WALL/CEILING: Using lead-safe work practices, wet scrape all loose, cracked, peeling, or blistered surfaces. Repair all cracks, holes, or deteriorated areas with joint compound or plaster patching compound. HEPA vacuum and wash with a de-glossing solution all surfaces to be painted. Apply high-quality bonding primer. Apply high-quality interior latex paint.

ENCLOSE INTERIOR WALL/CEILING: [Edit for addressing walls or ceiling] Using lead-safe abatement practices, install wood paneling, wainscot, or not less than 3/8-inch drywall over the existing surface material. Apply a continuous bead of caulk or construction adhesive around all four edges of each panel or sheet. Secure in place with nails or drywall screws—8 inches on center. Seal all edges with a high-quality, paintable silicone caulk. If the baseboard has a cap molding, use lead-safe work practices to remove and properly dispose of the top cap molding. Install new quarter round or other type of molding as a cap after drywall is paint-ready.

Interior Plaster

Depending on the condition of the walls/ceiling, either of the following are acceptable practices –

REPLACE INTERIOR PLASTER: Using lead-safe work practices, remove and properly dispose of all damaged or loose plaster. Patch base coat as needed and apply a finish coat using plaster or a plaster patching compound. Remove all excess material and match texture of existing surface.

ENCLOSE INTERIOR WALL/CEILING: [Edit for addressing walls or ceiling] Using lead-safe abatement practices, install wood paneling, wainscot, or not less than 3/8-inch drywall over the existing surface material. Apply a continuous bead of caulk or construction adhesive around all four edges of each panel or sheet. Secure in place with nails or drywall screws—8 inches on center. Seal all edges with a high-quality, paintable silicone caulk. If the baseboard has a cap molding, use lead-safe work practices to remove and properly dispose of the top cap molding. Install new quarter round or other type of molding as a cap after drywall is paint-ready.

Exterior Ceiling

Depending on the condition and size of the area, either of the following are acceptable practices –

PAINT AND PREP EXTERIOR CEILING: Using lead-safe work practices, wet scrape all loose, cracked, peeling, or blistered surfaces. Repair all cracks, holes, or rotted areas. HEPA vacuum and wash with a de-glossing solution all surfaces to be painted. Apply high-quality bonding

primer. Apply high-quality exterior latex or acrylic paint that has a first coat wet film of not less than 6 mils.

ENCLOSE EXTERIOR CEILING: Using lead-safe abatement practices, install solid aluminum soffit panels. Apply high-quality paintable silicone caulk to seal all edges.

Exterior Concrete

PAINT EXTERIOR CONCRETE: Using lead-safe work practices, wet-scrape all loose, peeling, cracked, or blistered paint from surface. HEPA vacuum the surface to be repainted. Apply high-quality exterior concrete or masonry paint in accordance with the manufacturer's instructions.

Interior Concrete

PAINT INTERIOR CONCRETE: Using lead-safe work practices, wet scrape all loose, peeling, cracked, or blistered paint from surface. HEPA vacuum the surface to be repainted. Apply high-quality concrete or masonry paint in accordance with the manufacturer's instructions.

Concrete Floor

SEAL CONCRETE FLOOR: HEPA vacuum slowly in two directions. Prepare concrete per manufacturer's instructions. Apply concrete sealer per manufacturer's instructions to seal concrete pores.

Hardwood Floor

If the floor was negative with an XRF, but positive for lead dust –

PRE-CLEAN with a HEPA vacuum over each seam, then **DAMP MOP** twice, then **SEAL**.

SEAL HARDWOOD FLOOR: Prepare floor surface per manufacturer instructions. Using the crevice attachment, slowly HEPA vacuum each seam between individual boards. Using the hard floor attachment, slowly HEPA vacuum the entire floor surface in two directions. Apply high-quality polyurethane or acrylic hardwood floor finish sealer per manufacturer instructions.

If the wood floor was positive for lead –

REFINISH HARDWOOD FLOOR: Using lead-safe abatement practices, including HEPA filtered exhaust dust collection, sand the flooring down to bare wood. Using the crevice attachment, slowly HEPA vacuum each seam between individual boards. Using the hard floor attachment, HEPA vacuum the entire floor surface slowly in two directions. Apply high-quality polyurethane or acrylic hardwood floor sealer per manufacturer's instructions. **OPTION:** apply a lead-free floor stain or finish prior to the floor finish sealer.

If the floor is in such bad condition that another sanding down is not possible/reasonable –

ENCLOSE the floor with a new floor over it. (see plank floor for acceptable abatement activity)

Plank Floor

PLANK FLOOR: Using lead-safe abatement practices, remove and properly dispose of baseboard or bottom shoe molding. Slowly HEPA vacuum all floors. Using a crevice attachment, slowly HEPA vacuum each seam and gap between individual floor boards. Install not less than ¼-inch underlayment by applying a continuous bead of caulk or construction adhesive around all four edges of each sheet to form a dust-tight seal. Following manufacturer recommendations, nail, staple, or screw secure sheets to existing flooring. Install new baseboard or base molding. **(Note: Lead-safe work practices for baseboards are only required if coated with lead-based paint or unknown and assumed to contain lead-based paint.)**

Deck/Porch

If the home value is less than the cost to abate, then:

STABILIZE AND PAINT DECK/PORCH: Using lead-safe work practices, repair all loose or damaged [select to match findings: decking, safety railing, stair treads, stair risers.] Wet scrape the [deck, steps and safety railing] to remove all loose, peeling, blistered, or flaking paint. Feather all edges with a wet sponge sanding block. HEPA vacuum all components and apply high-quality bonding primer. Apply high-quality exterior latex or acrylic deck paint per manufacturer's instructions. The paint used must be specifically for exterior decks or designed to withstand foot traffic outside.

If the home value is greater than the cost to abate, then:

REPLACE COMPONENTS ON EXTERIOR DECK/PORCH: Using lead-safe abatement practices, remove and properly dispose of [select components to match findings: decking, stair treads, risers, stringers]. Install new dimensional construction grade lumber or apply a chemical paint stripper that does not contain methylene chloride to remove all layers of paint to bare wood. Apply high-quality bonding primer and a high-quality exterior latex or acrylic deck paint. The paint used must be specifically for exterior decks or designed to withstand foot traffic outside. Follow manufacturer instructions if using green pressure-treated lumber that will be painted or stained.

Stairs

If the stairs are not in good condition, must treat like floor. Otherwise, (if the stairs are in good condition) follow this interim control:

FLOOR RUNNER/STAIR PROTECTOR: Using a hard surface attachment for floors and crevice attachment for seams, joints, and right angle corners, slowly HEPA vacuum surfaces. Thoroughly wash all surfaces using disposable wet wipe cloths. Wash no more than 40 square feet per wet wipe. Repeat HEPA vacuuming again after surfaces have dried. [select appropriate option: Securely install a vinyl or rubber floor runner in high-traffic areas; or, secure tread protectors on all stair treads.]

Corners

To be used when appropriate:

EDGE/CORNER PROTECTOR: Using lead-safe work practices, slowly HEPA vacuum areas to be protected. Securely install a corner protector from the floor or top edge of the floor baseboard up not less than 4 feet.

Column/Post

REPAINT COLUMN/POST: Using lead-safe abatement practices, repair or replace all areas of damaged, missing, or rotten wood. Apply a chemical paint stripper that does not contain methylene chloride to remove all layers of paint to bare wood. Apply high-quality bonding primer and a high-quality exterior latex or acrylic paint that has a first coat wet film of not less than 6 mils.

REPLACE COLUMN/POST: Using lead-safe abatement practices, remove and properly dispose of existing columns. Install new columns using construction grade dimensional lumber. Apply high-quality bonding primer. Apply high-quality exterior latex or acrylic paint that has a first coat wet film of not less than 6 mils. OPTION: Use dimensional green pressure-treated lumber and follow manufacturer's instructions for applying a finish.

Siding

Enclose unless transite or condition merits replacement:

REPLACE SIDING: Using lead-safe abatement practices, remove and properly dispose of the existing siding. Install house wrap over sheathing following manufacturer's instructions. Install insulation board if necessary and install new vinyl or metal siding.

OPTION TO ENCLOSE SIDING: Bend a U channel to match the thickness of insulation board. Outside lip of channel should not be less than ½-inch high. Install channel along the bottom edge of existing siding and seal to existing siding with duct tape or another brand of construction grade adhesive tape. Install house wrap over existing siding extending into the U channel. Seal all seams and edges with tape designed for use with the house wrap. Install insulation board seated inside the U channel. Seal outside lip of channel to insulation board using duct tape or another brand of construction grade adhesive tape. Install new vinyl or metal siding.

Windows

VINYL WINDOW REPLACEMENT: Using lead-safe abatement practices, remove and properly dispose of the existing window sashes, parting bead, and outer stops. Supply and install a new vinyl replacement window unit sized to fit the existing opening. Outer stops are to be replaced with new pine or fir using lead-safe work practices or wrapped with aluminum cladding. *(Note: Also include specifications to address the interior and exterior trim and casing using either interim controls or abatement.)*

Door

DOOR ADJUST: Using lead-safe work practices, plane door edges and adjust the strike plate if needed to minimize door/jamb friction and contact. Door is to operate smoothly.

REPLACEMENT is preferred over interim control for most jobs including doors, especially if the door has a lot of damage or is of poor quality:

STORM/SCREEN DOOR REPLACE: Using lead-safe abatement practices, remove and properly dispose of the existing storm/screen door. Install a new storm/screen door sized to fit the door opening.

REPLACE ENTRANCE DOOR—PREHUNG: Using lead-safe abatement practices, remove and properly dispose of the existing door, jamb, and threshold. Supply and install a new pre-hung exterior entrance door measured to fit existing opening, primed and finish-coat ready. Inside door casing is to be [select based on condition of existing casing: reused, replaced]. Apply high-quality exterior latex or acrylic top coat paint to jamb and brick mold trim or wrap trim with aluminum cladding. Finish door face as necessary per manufacturer instructions.

REPLACE PRIVACY/CLOSET DOOR—PRE-HUNG: Using lead-safe abatement practices, remove and properly dispose of the existing door and jamb. Supply and install a new pre-hung interior door measured to fit existing opening. Door casing is to be [select based on condition of existing casing: reused, replaced]. Apply high-quality bonding primer. Apply high-quality interior latex top coat paint.

INTERIM CONTROL for doors otherwise in good condition:

STABILIZE AND REPAINT INTERIOR/EXTERIOR DOOR: Using lead-safe work practices, wet scrape all loose, peeling, cracked, or blistered paint from door and door components including casing, jamb, and stop. Feather edges with a wet sponge sanding block. HEPA vacuum and wash with a de-glossing solution all surfaces to be repainted to ensure a good bond with the

new paint. Apply high-quality bonding primer. Apply high-quality interior latex paint or exterior latex or acrylic paint on exterior surfaces and components that has a first coat wet film of not less than 6 mils.

Soil

REMOVE AND PROPERLY DISPOSE OF THE TOP 6 INCHES OF EXISTING SOIL. Soil must be analyzed at a laboratory capable of doing a Toxicity Characteristic Leaching Procedure (TCLP). If necessary, treat soil with a reagent product to permanently stabilize the lead resulting in a TCLP less than 5 parts per million (ppm). Install new topsoil thoroughly tamped to avoid settling. In drip lines, create a minimum 1-inch-per-foot positive slope away from foundations for the first 4 feet. Reseed all areas where topsoil was replaced throughout the yard and in play areas. Reseed or reestablish ground cover in foundation plantings. New topsoil must have a lead concentration of less than 400 ppm. Soil cultivation or rototill mixing is not allowed to lower concentration.

Gutters/Downspouts

INSTALL GUTTERS/DOWNSPOUTS: Using lead-safe abatement practices, remove and properly dispose of the existing gutters and downspouts. Install new aluminum gutters with all joints sealed water tight. Install new aluminum downspouts secured to the house with not less than 4-foot flip-ups to direct water away from the foundation.

Roof

If roof work is needed, select the appropriate option below:

GENERAL: If there is evidence of water damage on the ceilings or walls in the home, and the damage was not caused by a plumbing leak inside the house, repair or replacement of the roof is required. Any current or potential source of water damage must be corrected to prevent deterioration of the substrate.

MISSING OR DAMAGED ROOF SHINGLES: Remove damaged shingles and install new shingles, ridge, or hip capping in all areas where shingles or capping is missing or was removed.

ROOF FLASHING: Remove and properly dispose of leaking [edit to match findings: chimney, valley, step flashing, vent boots]. Install new [chimney, valley, step flashing, vent boot] and seal to provide a leak-tight fit.

REPLACE ROOF: Remove and properly dispose of existing roofing. Certification and lead-safe work practices are required if gutters and edging are coated with lead-based paint. Replace any rotten or damaged decking or sheathing. Replace all flashings, and vent boots if deteriorated or damaged in any way. Install 15 lb. felt and self-sealing 230 lb. shingles with not less than a 20-year warranty. Reinstall gutters or install new gutters.

Prohibited Work Practices

The following work practices are prohibited under DHS 163.14(3) and cannot be performed under the Lead-Safe Homes Program:

- (a) Uncontained abrasive blasting or uncontained sandblasting.
- (b) Machine sanding, grinding or planning without a properly operating HEPA-filtered exhaust control.
- (c) Manual dry scraping, sanding or planning of more than 2 square feet of paint.
- (d) Using chemical paint strippers containing methylene chloride.
- (e) Uncontained high-pressure water blasting or uncontained hydro blasting.
- (f) Open-flame burning, torching or charring of paint.

- (g) Operating a heat gun on paint at or above 1100° F.
- (h) Using a vacuum that does not have a properly operating HEPA filter when cleaning up lead-contaminated dust, debris or paint chips.
- (i) Dry sweeping when cleaning up lead-contaminated dust, debris or paint chips.

Restricted Work Practices

(a) Abrasive blasting or sandblasting. When a certified person conducts abrasive blasting of paint or sandblasting of paint, he or she shall do all of the following:

1. Prohibit access of uncertified persons to the abatement area until clearance is achieved.
2. Use containment to isolate abatement areas from the rest of the property.

(b) Machine chipping, grinding, planing or sanding. When a certified person conducts machine chipping, machine grinding, machine planing or machine sanding of paint, he or she shall do all of the following:

1. Prohibit access of uncertified persons to the abatement area until clearance is achieved.
2. Use engineering controls that contain the dust and debris and that include the use of a properly operating HEPA-filtered exhaust control, such as a shrouded power tool attached to a HEPA vacuum.
3. Use containment for interior work to isolate abatement areas from the rest of the property.

(c) Paint stripping. When a certified person conducts chemical paint stripping, he or she shall follow the manufacturer's directions and may not use chemical strippers that contain methylene chloride.

Note: Using a chemical paint stripper to remove lead-based paint from a component may force lead into the substrate. Lead-safe work practices should be used when abrading a component from which lead-based paint has been chemically stripped.

(d) Power washing. When a certified person conducts power washing of paint, he or she shall use a containment system to prevent the wastes generated from contaminating soils or surface waters or from becoming airborne and dispersing. The certified person shall separate paint chips and other solid residues from the water, and collect and properly manage the paint chips and other solid residues.

Note: Some local governments prohibit power washing. OSHA and DNR also have regulations that apply to power washing.

(e) Removing a painted component. When, in removing any painted component, excluding removal of painted trim that is not part of a window system or part of a door system, a certified person disturbs more than 2 square feet of lead-based paint, he or she shall use containment to isolate abatement areas from the rest of the property.

(f) Using a heat gun. When a certified person removes paint with a heat gun, he or she shall operate the heat gun at a temperature below 1100° F.

Appendix 2: Rental Property Owner Work Payment Obligations

In the case of rental properties, the property owner may be responsible for paying for up to 15% of the cost of the project. The amount each rental property owner will be required to pay toward the abatement of lead hazards on their property will be determined on a case-by-case basis by the DHS. Owner payments are made directly to the Contractor to fully or partially cover the cost of a risk assessment, abatement work, relocation, or clearance testing.

Factors considered in determining a rental-property owner's payment responsibility include:

Income of the property owner

Low income rental property owners may not be required to pay for any of the lead abatement work.

Number of units owned

Owners of multiple units are expected to have a higher income base from their units, and therefore may pay for a higher percentage of their property's lead abatement costs than owners of fewer units.

Owner and/or property history

- Landlords who have NOT been responsive to Local Health Department (LHD) orders in the past may have to pay for a higher percentage of their property's lead abatement costs than landlords who have been responsive to LHD requests and orders.
- Owners of rental properties with a current resident-child with an elevated blood lead level (EBLL) and/or open orders may have to pay for a higher percentage of their property's lead abatement costs than owners of properties without an EBLL child.
- Owners of rental properties with a history of lead-poisoned child-occupants may have to pay for a higher percentage of their property's lead abatement costs than owners whose properties have not been identified by a LHD to have lead-poisoned occupants.

Number of units a property owner has enrolled in the program

Rental property owners willing to enroll multiple units with lead hazards in the program may pay for a lower percentage of their properties' lead abatement costs than owners of multiple units who only enroll one unit.

Property owner in-kind payments

Rental property owners who provide an in-kind payment toward the lead abatement work may pay for a lower percentage of their property's lead abatement costs. In the case of in-kind payments, the LSHP determines the fair market value of the in-kind payment and reserves the right to refuse any in-kind payment offered.

Examples of possible owner in-kind payments:

- Providing an alternative apartment for affected occupants during the abatement work
- Providing an incentive for occupant enrollment (for example: waiving part or all of an occupant's monthly rental cost during the abatement work)
- Lead abatement activities (only applicable in those cases without an EBLL child, and for work not requiring certification, such as repainting or installing new siding once the house has been wrapped)

- Providing lead abatement supplies such as plastic sheeting and tape (only applicable when the rental property owner is the one doing the work, and for work not requiring certification)
- Payment toward other “healthy home” type fixes made to the property (ex. fixing broken/missing bannisters, repainting areas of the property not identified in the RA to have lead hazards, etc.)

Table XX. Factors considered in determination of rental property owner percentage payment requirement for participation in the LSHP.

<i>LSHP determination of the property owner percentage payment requirement will be made on a case by case basis and will consider either:</i>		Percentage Payment Amount
Property Owner Income	< 301% FPL	0%
	> 150% CMI	15%
# of Units Owned	0 to 5 units	5%
	6 to 20 units	10%
	21 or more units	15%
Adjustment Factors: <i>LSHP may also consider the following factors in calculating the property owner percentage payment requirement.</i>		Adjustment (up to a max payment % of 15%)
Owner and/or property history	Non-Compliant Landlord	+15%
	Current EBLL child	+15%
	H _x of poisoned children	+5% to +15%
# of Units Enrolled	5 to 10 units	-5%
	11 to 20 units	-10%
	21 or more units	-15%
In-Kind Payment	<i>(dependent on value of in-kind payment made)</i>	-5 to -15%

Notes and definitions: FPL – Federal Poverty Level Guidelines (see: <https://www.dhs.wisconsin.gov/medicaid/fpl.htm> or <https://aspe.hhs.gov/poverty-guidelines>)

CMI – County Median Income (see: <http://www.countyhealthrankings.org/app/wisconsin/2019/measure/factors/63/data>)

The rental-property owner payment covers a percentage of the overall costs. This payment is not considered either a “state match for services” or a “contribution to the state,” but rather partial payment toward the work conducted on their property. All rental-property owner payments will be made in-kind or by direct purchase of services or materials by the property owner for the abatement project. Neither the state nor its contracted agencies administering the day-to-day operations of the LSHP will accept any cash payments from a rental-property owner as part of the rental-property owner’s payment requirement.

Process:

1. As part of the application process, the LSHP will determine a rental-property owner’s payment percentage required for participation in the LSHP (see *Table XX. and corresponding worksheet*).

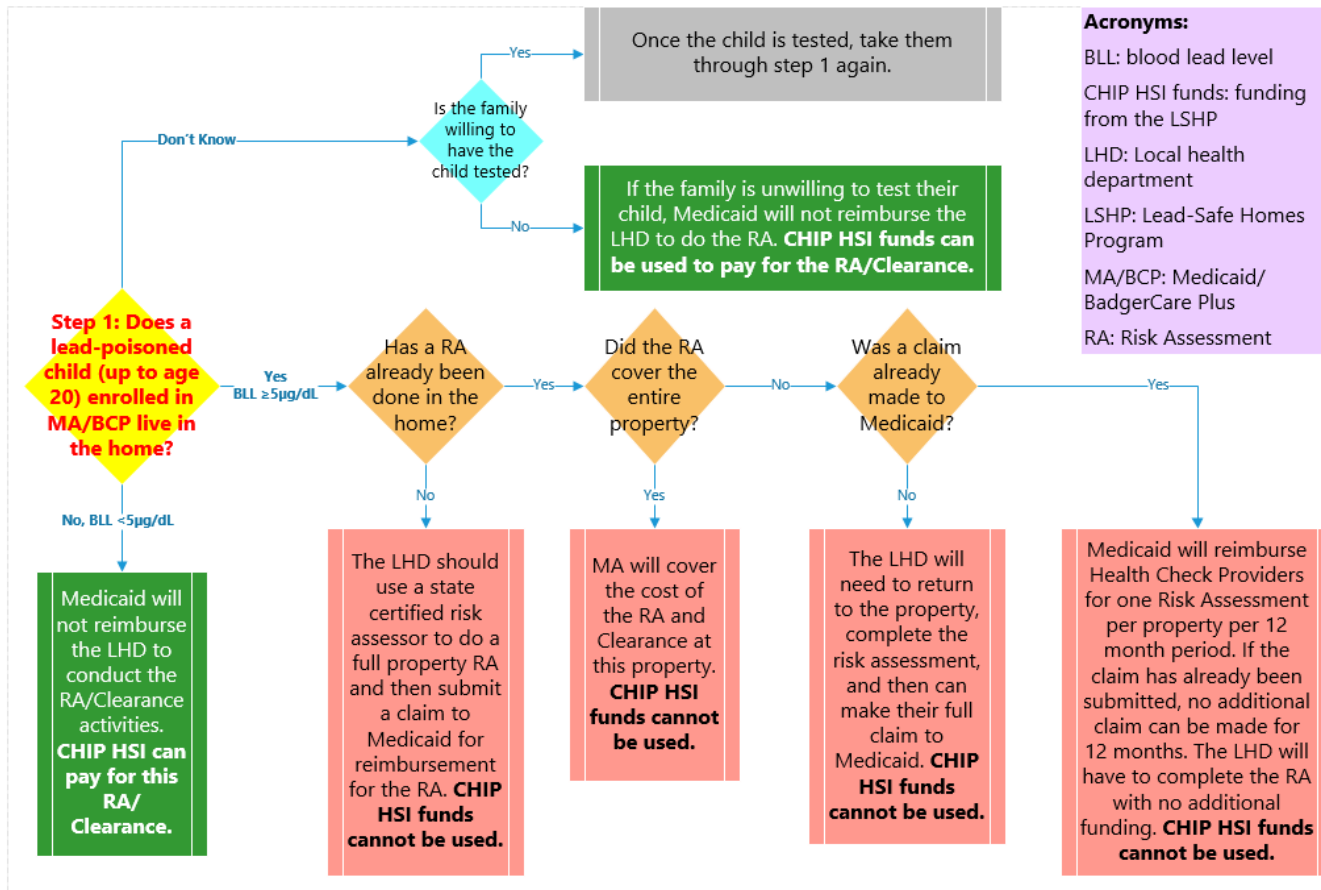
2. Once the rental property is enrolled and a risk assessment completed on the property, the LSHP will generate an estimate of the total cost for the property based on the estimated costs for the abatement work, relocation and a fixed administrative cost for each property. The LSHP will calculate the rental-property owner’s payment amount based on the total estimated abatement cost minus any in-kind payments to be made by the property owner.

$$\text{Property Owner Payment} = \left[\begin{array}{c} \text{(Property Owner} \\ \text{Percentage)} \end{array} \times \begin{array}{c} \text{(Total Estimated} \\ \text{Cost)} \end{array} \right] - \begin{array}{c} \text{(Total Amount of any} \\ \text{In-Kind Payments} \\ \text{Made)} \end{array}$$

3. The rental property owner can pay directly for any of the following to fulfill their payment requirement:
 - An approved lead inspection/risk assessment or clearance activity (applicable only in cases when Medicaid reimbursement of these activities is not possible)
 - Lead abatement contractor activity (applicable only when the owner is not the abatement contractor nor related to the lead abatement contractor)
 - Lead abatement related supplies/materials (subject to approval by the LSHP)
 Rental property owners must provide the LSHP with official receipts for all payments made. LSHP will keep copies of all receipts.

Appendix 3: Decision Tree - Who Pays for Risk Assessments Done on Properties in the LSHP?

Start at the left side, the yellow diamond.



Appendix 4: Change Order

CHANGE ORDER

Property Owner: _____

Property Address: _____

DESCRIBE CLEARLY THE ADDITIONAL WORK TO BE APPROVED AND THE ADDITIONAL COST TO BE INCURRED. ALL WORK WILL BE PERFORMED UNDER THE SAME TERMS AND CONDITIONS AS SPECIFIED IN THE ORIGINAL CONTRACT.

SPECIFY CHANGES	SPECIFY COST
	\$
TOTAL	\$

_____ hereby agrees to make changes as specified above.
Contractor Name

Authorized Signature (Contractor)

Date

The above prices and specifications of the Change Order are hereby accepted.

Signature of Property Owner

Signature of HS
