



To: All Owners and Managers
From: Bob Conroy, Director of Asset Management

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I. HUD's Restrictions Concerning the Distribution of Project Assets

Kevin Pillsbury of HUD Manchester forwarded an email that their agency had received from Joe Crisafulli, the New England Multifamily Hub Director. In the email to his staff, Joe reiterated HUD's policy on the Distribution of Project Assets. This is a critical reminder that Owners who make or take distributions from project funds in violation of their business agreements with HUD may be subject to both civil and criminal penalties, as well as administrative sanctions, such as debarment from participating in federal programs. A copy of the email is attached.

A reminder, that as with HUD, for MaineHousing financed properties, distribution of any surplus cash is prohibited until there is a written release by MaineHousing Asset Management. There are serious repercussions for premature withdrawal of property funds prior to either HUD or MaineHousing approval.

II. New Medical Expense Form

During the Management and Occupancy Review process, it has been noted that Owner/Managers are struggling to comply with the HUD requirements for verification of non-prescription medical expenses. The MaineHousing website now has a sample of a Medical Expense Form template that may help in the verification process.
<http://www.mainehousing.org/partners/partner-type/property-owners-managers/property-management-forms>

III. Revised Management Agreement

In June 2015 the MaineHousing Management Agreement was revised. This Management Agreement is required for all new and revised management agreements going forward for all MaineHousing financed properties. A copy of the revised Management Agreement is now located on the Partner's tab on the MaineHousing website.

<http://www.mainehousing.org/partners/partner-type/property-owners-managers/property-management-forms>

IV. CyberAwareness Training

MaineHousing Asset Management has received inquiries from owners/managers on the location of the site for Cyber Awareness Training. These are the directions for the training:

- Open your internet browser.
- Copy and paste . . . <http://iase.disa.mil/eta/index.html#onlinetraining>
- Press Enter.
- Click on "Online Training Catalog"
- Click on CyberAwareness Challenge (for Federal, DoD and IC Personnel) Date 10/13 – Ver 2.0.)
- Click on Launch CyberAwareness Challenge Federal Version to proceed with the training.
- Proceed with the training.

V. Affirmative Fair Housing Marketing Plans

HUD Manchester has requested that when Owners/Managers are reviewing properties' AFHMP, that they only send new AFHMPs or significantly changed AFHMPs to HUD. Otherwise, annotate the review date and keep the revised AFHMP on file.

VI. Revised Forms

In the future, when there are new MaineHousing revised forms, they will be posted on our MaineHousing website. We are including the link to their location. <http://www.mainehousing.org/partners/partner-type/property-owners-managers/property-management-forms>

In our AM Notices we will advise owner/managers of revisions to any form. When in doubt, always check our website for the most current form, for form templates, or sample forms.

There have been changes to the Tenant Income Certification Form, and Tenant Income Self-Certification Form since our last AM Notice. We have identified a problem with the current Annual Budget Form which is being corrected. We are anticipating that the corrected form will be available on our website by November 10th.

Attachments:

- **Distribution of Project Assets from Joe Crisafulli, New England MF Hub Director**
- **That's A Good Question Corner**
- **Physical Plant Corner Newsletter**

Please note that MaineHousing provides notices as a service to our partners. Notices are not intended to replace ongoing training and do not encompass all compliance and regulatory changes that may occur on the wide arrange of housing programs in which we work. MaineHousing recommends partners establish an ongoing training program for their staff.

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Louise Patenaude, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.

From: Pillsbury, Kevin [mailto:kevin.pillsbury@hud.gov]

Sent: Thursday, July 16, 2015 1:21 PM

To: Pillsbury, Kevin

Subject: Manchester NEWS<|>FLASH 2015-10: Distribution of Project Assets

This e-mail is intended to remind all project owners of their responsibility to know HUD's restrictions concerning the distribution of project assets. It is being sent at the request of the Office of the Inspector General based on the results of a recently conducted audit of Multifamily Housing projects.

This knowledge is critically important because Owners who make or take distributions from project funds in violation of their business agreements with HUD may be subject to both civil and criminal penalties, as well as administrative sanctions, such as debarment from participating in federal programs.

HUD defines a distribution as any withdrawal or taking of cash or any assets of a project other than for the payment of reasonable expenses necessary to the operation and maintenance of the project. Examples of distributions include, but are not limited to, the disbursement of project assets as payments to the project's owning entity or its members, partners, or shareholders; the disbursement of project cash in payment of non-project (entity) expenses; the taking of project property (supplies or fixed assets) from the project for non-project purposes; the disbursement of project assets as loans to other entities; and the disbursement of project assets as repayments on outstanding owner advances.

The specific restrictions regarding distributions from your project are identified in your business agreements with HUD. Additional requirements may also be found in HUD's Multifamily Housing Handbooks and Notices, which are updated periodically and are available on-line at www.hud.gov. Please take this opportunity to familiarize yourself with those restrictions, if any, and ensure that they are fully incorporated into your system of internal controls. Your auditor, if you have one, should be able to assist you in this regard.

If you should have any questions about your particular business agreements regarding projects in ME, NH, RI and VT, please contact Christine Keshura at Christine.M.Keshura@hud.gov.

Sincerely,

Joe Crisafulli

New England Multifamily Hub Director

That's a Good Question!

(Excerpts from HUD Clips Questions and Answers)

- Question 1: What is the citation for the requirement of completing 60-90 day re-verifications of zero income reported by the tenant?
- Answer 1: HUD-4350.3, Appendix 3: Acceptable Forms of Verification, Page 19, on the chart under the topic of **Verification Tips**. "Owners may require the tenant to re-verify zero income status at least every 90 days." Some owner/agents require "zero" income residents to re-verify their income status more often than 90 days.
- Question 2: In a household where the family is eligible for a medical expense, either the head, spouse, or co-head is at least 62 years old or is a person with disabilities, are the unreimbursed medical expenses of nonelderly adults or children living in the family also eligible?
- Answer 2: According to HUD Handbook 4350.3 Rev-1 Chg. 4 , Chapter 5.D. page 5-46 these medical expenses are also eligible as a medical expense deduction.
- Question 3: Is a notarized statement required for over the counter medication that does not have an RX as supporting documentation?
- Answer 3: No, a notarized statement is not sufficient verification for over the counter drugs. Over the counter medicine must be recommended in writing by a medical practitioner licensed in the locality where practicing, as treatment for a specific medical condition diagnosed by a physician or other health care provider licensed to make a diagnosis. (See Exhibit 5-3)
- Question 4: Are there forms for medical verifications?
- Answer 4: The HUD Handbook 4350.3 Rev-1 does not provide any forms for verification of medical expense. However, MaineHousing does provide on their website a sample form for verification of non-prescription medical expenses.
<http://mainehousing.org/partners/partner-type/property-owners-managers/property-management-forms>.
- Question 5: If someone comes in on March 12 and reports a change of income (increase), will the new rent be charged 4/01/15 or 5/01/15? If the answer is 5/1/15, are the tenants back-billed to 4/1/15 and a repayment plan worked out?
- Answer 5: The new rent would be effective 5/1/15. If the tenant's rent increases because of an interim adjustment, the owner must give the tenant 30 days advance notice of the increase. The effective date of the increase would be the first of the month commencing after the end of the 30-day period (Paragraph 7-23).

In this example, tenants would not be back-billed to 4/1/15 and there would not

be any repayment.

Question 6: Please clarify the matter of a resident going to market rent and being restored to subsidized rent by 11th month.

Answer 6: The resident does not go to market rent unless they did not respond until after the re-certification anniversary date.

At this point, the Tenant is out of compliance according to paragraph 7-8 D. This situation occurs when: 1) The owner provides all three re-certification reminder notices per HUD requirements; and 2) the tenant reports for the re-certification interview on or after the re-certification anniversary date. On the re-certification anniversary date, the tenant must begin paying the market rent.

Assistance is reinstated only if: 1) the required information is received, 2) Assistance is available at the project, and 3) The tenant is qualified. If the owner/agent then completes processing during the month the tenant reported, the effective date is the 1st day of the month following the month the tenant reported. If the processing is not completed until later, the rent change is retroactive to the 1st day of the month after the tenant reported (see examples on page 7-16 and 17). Under these circumstances, the 30-day notice does not apply.

The re-certification is processed as an Initial Certification and the re-certification date changes to the first day of the month the project began to receive assistance again for the tenant.

MAINEHOUSING MULTIFAMILY MANAGEMENT AGREEMENT

(Revised 6/11/2015)

This Agreement is by and between:

_____ Developer

And

_____ Management Agent

1. **Definitions.**

As used in this Management Agreement:

a. “MaineHousing” means the Maine State Housing Authority.

b. “Development” means:

Project Name: _____

Project Number: _____

Project Location: _____

Number of Units: _____ Type: Elderly _____ Family _____ Special Needs _____

Other facilities including any commercial space and all of the personal property of whatever nature or wherever situated, used or owned by the Developer in connection with the operation, maintenance, or management of the said real property, including without limitation all real and personal property which is the subject of the Mortgage and Security Agreement assigned or to be assigned to MaineHousing as security for the mortgage loan and further including Gross Receipts and all Accounts, Funds and Escrows required to be established and maintained pursuant to the Loan Documents.

c. “Loan Documents” means all of the financing and program documents executed on behalf of the property. These documents may include Promissory Notes, Regulatory Agreements, Housing Assistance Payments Contracts for the Development between MaineHousing and the Developer, Mortgage and Security Agreements, restrictive covenants, escrow agreements and other project documents and agreements.

d. “Housing Management Handbook” means the MaineHousing ‘Housing Management Handbook’, as it may be revised by MaineHousing from time to time.

e. “Effective Income” means ‘Net Operating Income’ and is calculated by subtracting vacancy loss from gross collected rents. Other income sources (laundry, TIFs, etc. are not included in this calculation (ref. MaineHousing RLP Guide).

2. **Property Management Agent.**

The Developer hereby appoints the Agent as the exclusive renting and managing agent of the Development. The agent hereby accepts the appointment.

3. **Loan Documents, HAP Contract, Regulatory Agreement, Housing Management Handbook, and other Mortgage Loan Documents.**

The Development may be subject to various applicable Loan and other Documents specific to the project including the HAP Contract, Regulatory Agreement, Mortgage & Security Agreement, Restrictive Covenants, Housing Management Handbook, and other documents. The Developer has furnished or will furnish the Agent with a copy of all Loan Documents applicable to the project and the Agent certifies that they understand these documents. These documents provide a comprehensive and detailed description of the requirements to be followed in the management and operation of the Development. In many of its provisions, this Management Agreement briefly defines the nature of the Agent’s obligations, with the intention that reference be made to the applicable Loan Documents for more detailed requirements. Accordingly, the Agent will comply with all applicable requirements of the Loan Documents specific to the property, and any directives of MaineHousing thereunder, regardless of whether specific reference is made to such requirements or directives in this Management Agreement.

4. **Management Goal.**

The goal of the Agent in the management of the Development shall be the provision of decent, safe, and sanitary housing operated in accordance with sensible financial, administrative, social and maintenance practices in full compliance with applicable laws, regulations, Multifamily Program requirements and the Loan Documents.

5. **Basic Information.**

As soon as possible, the Developer will furnish the Agent with a complete set of the plans and specifications signed by MaineHousing and others and copies of all guaranties and warranties pertinent to construction, fixtures, and equipment. With the aid of this information and inspection by competent personnel, the Agent will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Development, and especially of the electrical, heating, plumbing, air-conditioning and ventilating systems, the elevators, and all other mechanical equipment.

6. **Development Planning and Construction Phases** (applicable to new projects).

During the planning and construction phases, the Agent will maintain direct liaison with the architect and general contractor, in order to coordinate management concerns with the design and construction of the Development, and to facilitate completion of any corrective work in accordance with the Agent’s responsibilities for arranging use of facilities and services and for initial lease-up activities. The Agent will keep the Developer advised of all significant matters in this operation.

7. **Basic Management Functions.**

The Agent shall be responsible for the performance of the following basic management functions, all as may be more fully specified herein or in the Loan Documents:

- a. Occupancy, including marketing, resident selection, pre-occupancy procedures, move-ins, re-examinations, enforcement of leases, including evictions, and move-outs;
- b. Finance, including rent collection, accounting, budgeting, purchasing, and payment of all operating expenses;
- c. Maintenance, including arrangements for necessary utilities and services, unit inspections, periodic pest extermination and planning and directing routine, requested, emergency and abnormal maintenance;
- d. Safety and security, including crime preventive security measures, elimination of hazardous conditions, follow-up on tenant complaints, coordination with local authorities, and maintenance of property, liability, and business income insurance;
- e. Social amenities as applicable under the loan documents, including engaging with resident organizations, designing and implementing social services programs for residents, referral to appropriate agencies, responding to resident needs;
- f. Administration, including hiring and firing of all management personnel, implementation and maintenance of all records, files, forms and reporting systems for all management operations.

8. **Maintenance and Repair.**

The Agent will cause the Development to be maintained and repaired in a condition at all times acceptable to the Developer and MaineHousing, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Developer in addition to those contained herein.

Incident thereto, the following provisions will apply:

- a. Special attention will be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees will be used.
- b. Subject to the Developer's prior approval, the Agent will contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and elevators, and for extraordinary repairs beyond the capability of regular maintenance employees.
- c. The Agent will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and will keep records of the same. Emergency requests will be received and serviced within a twenty-four (24) hour period. Complaints of a serious nature will be reported to the Developer after investigation.

- d. The Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary to proper maintenance and repair.
- e. Notwithstanding any of the foregoing provisions, the prior approval of the Developer will be required for any expenditure which exceeds _____ Dollars (\$ _____) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Development, except for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Development. In the latter event, the Agent will inform the Developer of the facts as promptly as possible.

9. **Utilities and Services.**

To the extent of the responsibility of the Developer, the Agent will make arrangements for water, electricity, gas, fuel oil, sewage and trash disposal, vermin extermination and laundry facilities. Subject to the Developer's prior approval, the Agent will make such contracts as may be necessary to secure such utilities and services.

10. **Bids, Discounts, Rebates, etc.**

The Agent will obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the Development, and is authorized to solicit bids, either formal or informal, for those items which can be obtained from more than one source. Contracts or purchases in excess of \$5,000 require 3 bids unless it is deemed infeasible to do so. Certain capital item replacement activity requires a prior review of bids and specifications by MaineHousing. The Agent will secure and credit to the Developer all discounts, rebates or commissions obtainable with respect to purchases, service contracts, and all other transactions on the Developer's behalf.

11. **Insurance.**

The Agent will cause such insurance as is required by the Loan Documents to be placed and kept in effect at all times. The Agent will investigate and furnish the Developer with full reports as to all accidents, claims, and potential claims for damage relating to the Development, and will cooperate with the Developer's insurers in connection therewith.

12. **Compliance with Governmental Orders.**

The Agent will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Development, whether imposed by federal, state, county or municipal authority, subject, however, to the limitation stated in Subsection 8.e. with respect to repairs. Except for orders or requirements of MaineHousing, the Agent shall take no such action so long as the Developer is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent will notify the Developer in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt.

13. **Development Receipts and Expenses.**

All monies received by the Agent pertaining to the Development, including but not limited to tenants' rents and any applicable housing assistance payments, but excepting tenants' security deposits which shall be held in special accounts in accordance with law, shall, in accordance with the Loan Documents, be deposited in the Development Operations

Account established pursuant to the Loan Documents. Monies received by the Agent pertaining to the Development shall in no event be commingled with the Agent's own funds or with funds held by the Agent for other parties, and all monies received by the Agent pertaining to the Development shall be trust funds in the hands of the Agent. Expenses to be paid from the Development Operations Account are those allowed by the Loan Documents but do not include expenses which the Agent is required by this Agreement to pay solely from its own funds. Except for emergency repairs as provided in this Agreement, the Agent shall incur no expenses pertaining to the Development that are not normal and customary for the successful operation of the project as represented in the annual budget for the Development submitted to MaineHousing pursuant to the Loan Documents. Disbursements from the Development Operations Account shall be made only in the manner prescribed in the Loan Documents.

14. **Fidelity Bond.**

The Agent will furnish, at its own expense, a fidelity bond in the principal sum of _____ Dollars (\$_____), which is at least equal to the gross potential income for two months and is conditioned to protect the Developer against misapplication of Development funds by the Agent and its employees. The other terms and conditions of the bond, and the surety thereon, will be subject to the approval of the Developer.

15. **Agent's Compensation.**

The Agent will be compensated for its services under this Agreement in the manner selected below and is irrevocable for the term of the agreement as executed between the parties:

A monthly management fee, to be paid as an operating expense of the Development.

Such fees will be payable monthly on the _____ day of each month in the amount of:

(1) _____% of Collected Rents for such month,

or

(2) a flat fee of \$_____ per unit per month.

Additional project management expenses excluded from the above fee but reasonable and specific to the management of the project are the item(s) which will be charged directly to the project as specified in Addendum A (attached) of the Project Operating Budget submitted annually to MaineHousing. This addendum is subject to the annual review and approval of MaineHousing and, once approved, becomes an attachment to this agreement.

Please note that if this is a project being placed in service, the Agent's total compensation (Management Fee plus Management charges plus Other Administrative Costs), defined as "Total Management Charges", is limited to 12% of Effective Project Income as reflected in the underwriting guidelines for the MaineHousing Rental Loan Program.

16. **Term.**

This Management Agreement shall be in effect beginning on: _____
(Month Day Year)

and automatically renewed on the anniversary date until a notice of termination is issued pursuant to Paragraph 16(b), subject to the following conditions:

- a. This Agreement will not be binding upon the Developer and the Agent until endorsed by MaineHousing .
- b. This Agreement may be terminated by either the Developer or the Agent as of the end of any calendar month, provided that at least thirty (30) days advance written notice thereof is given by one to the other and to MaineHousing.
- c. In the event that a petition in bankruptcy is filed by or against either the Developer or the Agent or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Management Agreement without notice to the other, provided that prompt written notice of such termination is given to MaineHousing.
- d. It is expressly understood and agreed by and between the Developer and the Agent that MaineHousing shall have the right to terminate this Management Agreement at the end of any calendar month, for any cause or reason, on thirty **(30)** days advance written notice to each of the Developer and the Agent. Cause or reason for termination is not limited to cause or reason arising from failure of the Agent to satisfactorily perform any obligation under this Agreement and shall be determined by MaineHousing in the good faith exercise of its judgment as a reasonable and prudent state housing finance agency. In the event of a default by the Developer under the Developer's mortgage loan, MaineHousing may terminate this Agreement immediately upon the issuance of a notice of cancellation to each of the Developer and the Agent.
- e. Upon termination, the Agent will submit to the Developer any financial statements required by the Developer or MaineHousing , and after the Developer and the Agent have accounted to each other with respect to all matters outstanding as of the date of termination, the Developer will furnish the Agent security, in form and principal amount satisfactory to the Agent, against any obligations or liabilities which the Agent may properly have incurred on behalf of the Developers hereunder.
- f. Subject to termination as provided in paragraph 16(b), this agreement is automatically renewable on a yearly basis until such time as developer or agent notifies the other in writing at least 30 days prior to a change or termination of this agreement.

17. **Developer's Reservation of Authority.**

Notwithstanding any of the foregoing, the Developer hereby excludes as a function or authority of the Agent and reserves as an exclusive function or authority of the Developer the following:

18. **Interpretive Provisions.**

- a. At all times, this Agreement will be subject and subordinate to all rights of MaineHousing , and will inure to the benefit of and constitute a binding obligation upon the Developer and the Agent and their respective successors and assigns. To the extent that this Agreement confers rights or benefits upon MaineHousing , this Agreement will be deemed to inure to MaineHousing's benefit, but without liability to MaineHousing , in the same manner and with the same effect as though MaineHousing were a party to this Management Agreement.
- b. This Management Agreement constitutes the entire agreement between the Developer and the Agent with respect to the management and operation of the Development and no change will be valid, unless made by supplemental written agreement of the Developer and the Agent, endorsed by MaineHousing .
- c. Agent may not assign its rights and responsibilities under this Management Agreement, in whole or in part, without the prior written consent of the Developer and MaineHousing .
- d. This Management Agreement has been executed in several counterparts, each of which shall constitute a complete original Management Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

IN WITNESS WHEREOF, the Developer and the Agent have duly executed this Management Agreement as of this _____ day of _____, 20____, in _____, Maine.

Developer Entity Name

Witness: _____ By: _____

Title: _____

Management Agent Entity Name

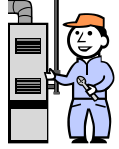
Witness: _____ By: _____

Title: _____

Endorsed by MaineHousing

Witness: _____ By: _____

Title: _____



Physical Plant Corner

October 30, 2015

In this edition of Physical Plant Corner:

Looking Forward – Physical Plant Inspection changes/updates you need to be aware of.

Educational Corner – What you need to know regarding laws and regulations that affect your building.

Looking Forward

Physical Plant Inspection changes/updates you need to be aware of:

Projects with Automatic Sprinkler and/or Fire Alarm/Detection Systems

As a friendly reminder, during the 2015 Inspection cycle, we will be collecting a copy of the complete report of the most recent test/inspection of your sprinkler and/or fire alarm/detection system.

The sprinkler and/or fire detection and alarm systems in your building should be properly inspected and tested according to the 2011 Edition of NFPA 25; Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, and the 2010 Edition of NFPA 72; National Fire Alarm and Signaling Code. Chapter 10 of NFPA 72 specifically addresses Inspection, Testing and Maintenance of Fire Alarm Systems. At a minimum, all systems need to be tested annually by a trained professional. For the testing requirements regarding other systems, please refer to the specific requirements of the system that is installed at your project.

PPI scores will not be affected in 2015 by this requirement but will be taken into consideration during the 2016 inspection cycle.

Projects with Smoke Detectors

During the 2016 Inspection Cycle, MaineHousing will be inspecting the date of manufacture for all smoke detectors due to the following regulation:

Household warning equipment (non-fire alarm system smoke alarms) the detectors must be replaced 10 years after the date of manufacture in accordance with NFPA 72 *National Fire Alarm Code*, section 10.4.7 (2007 edition) and the manufacturer's requirements. This requirement has been carried over into the latest (2013 edition) of NFPA 72 in section 14.4.7.

The State of Maine currently has the 2007 edition of NFPA 72 adopted and is in the process of

pursuing the adoption of the 2013 edition.

Site maintenance personnel should be available to remove the smoke detectors so the inspector can record the date of manufacture which is printed on the back.

Educational Corner

Automatic Sprinkler Systems and/or Fire/Smoke Detecting and Alarm Systems

Detection and alarm systems in the State of Maine are currently regulated using NFPA Codes and Standards as described in the list below.

1. Your building must be properly equipped with sprinkler and/or fire detection and alarm systems based on the occupancy type and size of your building according to the Editions of NFPA 101; Life Safety Code and NFPA 1; Fire Code in affect at the time of construction / rehabilitation..
2. The sprinkler and/or fire detection and alarm systems in your building must be appropriate for the size and occupant load of your building according to the Editions of NFPA 13; Standard for the Installation of Sprinkler Systems, and NFPA 72; National Fire Alarm and Signaling Code in affect at the time of construction / rehabilitation..
3. The sprinkler and/or fire detection and alarm systems in your building should be properly inspected and tested according to the 2011 Edition of NFPA 25; Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, and the 2010 Edition of NFPA 72; National Fire Alarm and Signaling Code. Chapter 10 of NFPA 72 specifically addresses Inspection, Testing and Maintenance of Fire Alarm Systems. At a minimum, all systems need to be tested annually by a trained professional. For the testing requirements regarding other systems, please refer to the specific requirements of the system that is installed at your project.

Sprinkler Systems

When it comes to spare parts for the sprinkler system, each project (or building if a scattered site) should have at least 6 spare heads in box.

Regulatory citation:

From 2008 NFPA 25 Chapter 5:

5.4.1.4* A supply of spare sprinklers (never fewer than six) shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

5.4.1.4.1 The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

5.4.1.4.2 The sprinklers shall be kept in a cabinet located where the temperature in which they are subjected will at no time exceed 100°F (38°C).

5.4.1.4.2.1 Where dry sprinklers of different lengths are installed, spare dry sprinklers shall not be required, provided that a means of returning the system to service is furnished.

5.4.1.5 The stock of spare sprinklers shall include all types and ratings installed and shall be as follows:

- (1) For protected facilities having under 300 sprinklers— no fewer than 6 sprinklers
- (2) For protected facilities having 300 to 1000 sprinklers — no fewer than 12 sprinklers
- (3) For protected facilities having over 1000 sprinklers— no fewer than 24 sprinklers

5.4.1.6* A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

Contact Information

If you have ideas for or items of interest you would like included in an upcoming Physical Plant Corner, please contact Dan Towle with your idea or suggestion at dtowle@mainehousing.org.