

## MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (N261)

**APPLICANT (MULTI-FAMILY OWNER) APPLICATION AND INFORMATION**
**Community Action Agency (CAA/Administrator):**
**Questions should be directed to:**

 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_

 Intake Staff Name: \_\_\_\_\_  
 Intake Staff Phone: \_\_\_\_\_  
 Intake Staff Email: \_\_\_\_\_

*Return completed and signed applications to the above-named CAA.*

Date \_\_\_\_\_

**Applicant Information:**
**Owner or Entity Name** (as reflected on the property deed)

**Co-Owner Name** (as reflected on the property deed)

Entity or Owner First Name MI Last Name

Co-Entity or Co-Owner First Name MI Last Name

**Applicant Mailing Address**

 Address \_\_\_\_\_  
 City State ZIP Code

 Home Phone \_\_\_\_\_  
 Work Phone \_\_\_\_\_

**This section to be filled out if Owner's unit is to be enrolled. If owner's unit is not to be enrolled than skip down to "Property Information."**
**Total number in house (including you)** \_\_\_\_\_  No dependent children under six years of age reside in the home.

Name(s) of dependent children	Birthdate	Ages	Blood Lead Levels VEHL ug/dl

 Does your home serve as a child care location? Meaning, does a child other than your dependent, under six years of age spend at least three hours per day, on two separate days per week (at least 60 hours or more per year) in the home?  Yes  No

 If yes, have any of the children who received services been determined to have lead poisoning?  Yes  No

**Property Information:**
**Address of Property to be abated** \_\_\_\_\_  
 Street City

 Check property type: \_\_\_\_\_  
 County State ZIP Code

 Single Family (stick built)

Year built \_\_\_\_\_

 Mobile Home

 # of Rooms \_\_\_\_\_ Outbuilding  Yes  No

**Household Income and Assets:**

*Owner Occupant must complete the section below if owner's unit is to be enrolled into the program.*

**Applicant Employment:**

Self-Employed:  Yes  No

Employer Name \_\_\_\_\_ Employer Phone \_\_\_\_\_

Employer Address \_\_\_\_\_ Position \_\_\_\_\_

\_\_\_\_\_ No. of Years \_\_\_\_\_

**Co-Applicant Employment:**

Self-Employed:  Yes  No

Employer Name \_\_\_\_\_ Employer Phone \_\_\_\_\_

Employer Address \_\_\_\_\_ Position \_\_\_\_\_

\_\_\_\_\_ No. of Years \_\_\_\_\_

**Co-Applicant Employment:**

Self-Employed:  Yes  No

Employer Name \_\_\_\_\_ Employer Phone \_\_\_\_\_

Employer Address \_\_\_\_\_ Position \_\_\_\_\_

\_\_\_\_\_ No. of Years \_\_\_\_\_

**Gross Income** (MaineHousing reserves the right to request and verify income documentation.):

GROSS AMOUNT	(a) APPLICANT	(b) CO-APPLICANT	(c) CO-APPLICANT
<b>A.</b> Wages (gross monthly) from Employment	_____	_____	_____
<b>B.</b> Additional Monthly Income From:			
1. Overtime	_____	_____	_____
2. Part-Time Employment	_____	_____	_____
3. Pensions	_____	_____	_____
4. Veteran's Administration Compensation	_____	_____	_____
5. Net Rental Income	_____	_____	_____
6. Self Employment	_____	_____	_____
7. Child Support	_____	_____	_____
8. Public Assistance (TANF/WIC/GA)	_____	_____	_____
9. Social Security Benefits	_____	_____	_____
10. Unemployment Compensation	_____	_____	_____
<b>C. Other**</b>	_____	_____	_____
<b>D. Gross Monthly Income</b> (Total A, B & C)	_____	_____	_____
<b>E. Total</b> (Line D Multiplied by 12)	_____	_____	_____
<b>F. Gross Household Income</b> (Total E(a)+E(b)+E(c):	_____		

.\*\* Includes bonuses, dividends, interest, royalties, alimony, sick pay, disability, retirement, income from trusts, income from business activities or investments.

**IMPORTANT! READ THIS BEFORE SIGNING:**

I certify that ALL the information I have provided on this form is **TRUE** and **CORRECT** and I acknowledge MaineHousing's right to verify.

\_\_\_\_\_  
Signature of Applicant (Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant (Co-Owner)

\_\_\_\_\_  
Date

**Office Use Only**

The Gross Income as calculated pursuant to this Application: \$ \_\_\_\_\_

Maximum Eligible Income for this applicant: \$ \_\_\_\_\_ Percentage of AMI: \_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signed by CAA Representative

\_\_\_\_\_  
Name of CAA Representative

## NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

### PRIVACY NOTICE MAINE STATE HOUSING AUTHORITY (MAINEHOUSING)

Safeguarding information in this age of technology presents new challenges for all of us. But at the MaineHousing, your confidence in us is our greatest asset. For that reason we adhere to strong guidelines to ensure that any private financial information you share with us is protected and held in confidence. Our employees are highly trained and are held to the highest standards of conduct.

MaineHousing wants you to understand how we gather, use and safeguard information about you to provide you with our products and services. This notice explains our practices for the gathering, sharing and security of information relating to our customers.

#### **Information We Gather**

As part of providing you with financial products or services, we gather non-public personal information about you from the following sources:

- Applications, account forms and other information that you provide to us, whether in writing, in person, by telephone, electronically or by any other means. This information may include your name, address and social security number.
- Your transaction with us.
- Information about your transactions with non-affiliated parties.
- Information from a consumer reporting agency.

#### **Information We Share**

We do not share any personally identifying information on our current or former customers to any third party, except the following as permitted by law:

- With your permission.
- To comply with federal or state laws and other applicable legal requirements.
- To consumer reporting agencies.
- To respond to subpoena or court order, judicial process or regulatory authorities.
- To third parties assisting us in performing our functions or services to you. These third parties are under contract to maintain this information in confidence and not use this information for other purposes. For example, we may share personally identifying information with mailing services, firms that assist us in marketing our products or other financial institutions with whom we jointly market financial products or services. We may share personally identifying information with service providers who help us process your applications or service your accounts. Our service providers include attorneys and other professionals.  
**Because we do not share non-public information, outside of these exceptions, opting-out is not necessary.**

If you are no longer an active customer, we will retain your records for as long as required by law. We will continue to treat your personally identifying information as described in this notice.

#### **Our Security Procedures and Information Accuracy**

We restrict access to the personal and account information of our customers to those employees who need to know that information in the course of their job responsibilities. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect customer information.

We also have internal controls to keep customer information as accurate and complete as possible. If you believe that any information about you is not accurate, please let us know.

If you have a privacy-related concern, please contact our Compliance Officer, Paula Weber, 207-626-4619 or 1-800-626-4600 ext. 1619.



## MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (N261)

### APPLICANT INFORMATION FORM

This Applicant Information Form describes Program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Maine Lead Paint Hazard Abatement Program Grant from MaineHousing.

#### **HOW THE PROGRAM WORKS:**

MaineHousing's Program is administered by Community Action Agencies (CAA/Administrator). The CAA will take your application, perform all necessary eligibility verifications, and inspect the work as it is being performed. After you have signed all necessary documents and if all guidelines are met, MaineHousing will fund your Grant with funds being held on your behalf.

MaineHousing uses state funds to fund the Program.

#### **GENERAL PROGRAM INFORMATION:**

##### **MULTI-FAMILY PROPERTY OWNERS**

- Grants will be provided to owners of rental properties. The maximum Grant amount an owner can receive is \$15,000 per unit. Owners will be required to lease the enrolled units to income eligible families for a period of four years and must sign the Declaration of Covenants and Restrictions and Grant documents. If costs exceed \$15,000 per unit, owners must pay the difference. If owners can't or refuse to pay the difference, MaineHousing reserves the right to "walk away". The cost of lead paint inspections and abatement design will be funded by MaineHousing for eligible rental units and not included in the Grant amount. MaineHousing may also help with the costs of tenant relocation during the lead hazard abatement work.
- An owner of housing that receives lead abatement assistance under the Program shall pay a portion of abatement costs as follows: At least 10% of the costs of abatement if not under abatement order; at least 25% of the costs of abatement if the building is under abatement orders.
- For a period of no less than four years beginning on the date on which the Grant is awarded, Grantee agrees to lease 100% of the Program Units to tenants with a household income at or below 100% of the area median income as established by United States Department of Housing and Urban Development ("HUD") guidelines.
- The Grantee agrees to limit the monthly rental charges in the Program Units to Fair Market Rents ("FMR") for the unit size and geographical area, as determined annually by the U.S. Department of Housing and Urban Development and available at [www.mainehousing.org](http://www.mainehousing.org).
- Grantee agrees to pay all taxes due on the Property and keep the Property free from all future claims against it.
- Grantee agrees to keep the Property in good condition and make all repairs needed to comply with local code requirements
- Owners will be required to sign several documents, including an application, a declaration, grant documents, a construction contract and other documents necessary for completion of lead hazard control work. Owners must also provide proof of building ownership (e.g. a property deed).
- If you transfer title, refinance, foreclosed on, sell the property or break the affordability requirements prior to the maturation of the four year Grant term, MaineHousing may recoup the Grant funds.

##### **TEMPORARY RELOCATION**

- Owners must advise all tenants living in units that are enrolled into the program, that they may have to be relocated during the work. Owners are strongly encouraged to seek vacant units for the temporary placement of families during the work. Tenants may be eligible for grants of up to \$1,250 to help with temporary relocation costs. It is the owner's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- Owners and tenants may have to move furniture and belongings out of work areas so that the contractor can perform the work. Homeowners and tenants must find alternative housing for pets.

##### **OTHER REQUIREMENTS**

- Property insurance is required for all properties enrolled in the program. Only a pre-qualified, licensed contractor is allowed to perform the work. Grant proceeds cannot be used to pay for an owner's own labor or to purchase his/her own materials to perform the work. **Note:** owners who are licensed lead abatement contractors may seek

pre-approval from MaineHousing for reimbursement of materials only. Owners who are licensed lead abatement contractors must receive pre-approval from MaineHousing in order to seek reimbursement for costs related to materials for the lead abatement project. Please contact the Community Action Agency for additional information.

- Do not start any work until your application is approved **AND** you have signed required Grant documents and other required documents with the Community Action Agency. Any work started prior to Grant award will not be funded by MaineHousing.
- During the work, the contractor will need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the owner.
- Site visits will be conducted by staff from the CAA and MaineHousing during the construction phase.

#### **CONTRACTOR PROPOSALS:**

- The CAA will solicit a minimum of three bids from separate, qualified contractors to perform the work. The contractor must be a Maine Department of Environmental Protection licensed lead abatement contractor.
- You should check the contractor's past performance through references and the Better Business Bureau. Your CAA may be able to offer assistance to you.
- The CAA will award the project to the lowest bidder. If you choose a contractor whose bid is higher than another, **you will be responsible** for paying the difference between the low bid and the bid you chose.

#### **CONTRACTS:**

- MaineHousing's Maine Lead Paint Hazard Abatement Program requires a standard lead construction contract to be signed by you and the chosen contractor. The CAA will provide the contract you must use.

#### **CONTRACTOR PAYMENTS:**

- No payments will be released to the contractor until the CAA authorizes payment. Final payment will be withheld until the contractor passes a visual inspection and a lead dust wipe clearance test performed by the CAA.
- You, the chosen contractor and the Community Action Agency will enter into an Escrow Agreement. This enables the CAA to hold and distribute the construction funds on your behalf and in accordance with program rules.

#### **RETURNING HOME:**

You or your tenants cannot return home until all of the interior work is completed and the dust wipe clearance test passes. There may be additional work that needs to be completed on the exterior of the home. This can be done safely while you or your tenants live in the home.

**RESOLUTION OF DISPUTES:** MaineHousing uses a standard procedure for resolving disputes among the owner, the contractor, and the CAA concerning the rehabilitation of a home. The CAA is initially responsible for resolving disputes. If a dispute arises concerning the provisions of the signed contract or the performance by the parties, contact your CAA immediately and describe your complaint. If your CAA is unable to informally resolve your dispute, your CAA will assist you through the following process.

- *Notice of Dispute.* Within five business days of becoming aware of a dispute that is not readily resolved, the CAA will send MaineHousing a notice of the dispute with a copy of any written correspondence from the complainant. The CAA will also send a copy of the notice of dispute to the complainant. If MaineHousing learns of the dispute first, MaineHousing shall, within three working days send the CAA a notice of dispute along with any correspondence from the complainant. For the most efficient process, contact your CAA first, not MaineHousing.
- *Informal Conference.* The CAA will set up an informal conference to be held within fifteen days from when the CAA becomes aware of the dispute. The CAA will notify all parties of the date, time and place of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. If the informal conference produces a resolution to the dispute, the CAA will prepare a document signed by all parties involved in the dispute that plainly states the agreed upon resolution.
- *Binding Arbitration.* The lead hazard construction contract and/or the general construction contract between the contractor and you will contain a binding arbitration clause. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and that the parties will participate in a binding arbitration proceeding to be held as soon as possible after the informal conference. Unless the CAA, owner, and contractor otherwise agree, the arbitration shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association. The decision of the arbitrator will be final.

**IF YOU DO NOT UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS DOCUMENT,  
PLEASE CONTACT YOUR COMMUNITY ACTION AGENCY FOR CLARIFICATION BEFORE SIGNING.**

I certify that I have read, understand, and agree to the responsibilities and information contained in this Applicant Information Form.

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**APPLICANT (OWNER):**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

**CAA (ADMINISTRATOR):**

\_\_\_\_\_  
Signature of CAA Representative

\_\_\_\_\_  
CAA Representative Name

\_\_\_\_\_  
Date