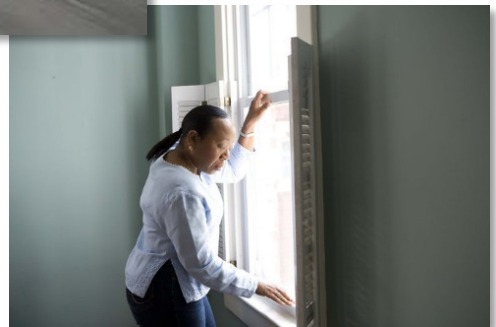


# Maine Lead Paint Hazard Abatement Program (N261)

## Procedural Guide

November 2018  
(revised March 12, 2019)



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## REQUIRED PROGRAM DOCUMENTS

### A. Applications

State Form A ..... Owner Application and Information Form  
State Form B..... Tenant Application and Information Form  
State Form SF ..... Homeowner Application and Information Form

### B. Environmental Review

State Form F..... SHPO Form (revised 10/2018) with required attachments listed on form

### C. Grant Documents

State Form LD-A..... Applicant Acknowledgement Form  
State Form LD-B..... Tenant Acknowledgement Form  
State Form LD-C..... Relocation Assistance Acknowledgement  
State Form H..... Declaration of Covenants and Restrictions  
State Form LD-I ..... Notice of Grant Approval  
State Form LD-K ..... Release and Hold Harmless

### D. Contract Information

State Form C-A..... Construction Contract  
State Form C-B ..... Construction Escrow Agreement  
Exhibit C..... Construction Contract Lead Design Specifications

### E. Invoice Package

State Form I-A ..... Billing Invoices (for Maine Lead Paint Hazard Abatement work)  
State Form I-B..... Certificate and Release of Liens  
State Form I-C ..... Contractor Payment Request (for Maine Lead Paint Hazard Abatement work)  
State Form Z ..... Notice to Commence Work

### F. Additional Closing Information

State Form J..... Bid Tabulation Sheet  
State Form K..... Waiver Form  
State Form M..... Pre-Construction Conference Report  
State Form N..... Change Order  
State Form O..... Relocation Change Order  
State Form P..... Letter of Lead Hazard Abatement Compliance

State Form Q.....Certificate of Final Inspection  
State Form R .....Paint Plus Essential Maintenance Practice Plan  
State Form U .....Document Checklist—Multi-Family Grant Submission (for applicable Phase)  
State Form V .....Deferral of Service  
State Form W .....Document Checklist—Single Family Grant Submission (for applicable Phase)  
State Form Y .....Refusal to Bid

**G. Reporting**

State Form R1 .....Monthly Progress Report and Status Sheet  
State Form R2 .....Annual Verification of Compliance for Multi-Family and Rental Properties

## INTRODUCTION

The Maine Lead Paint Hazard Abatement Program (Program) was developed to provide grants to assist homeowners and owners of residential rental units to make their homes and apartments lead safe. Program funds may be used to leverage federal funds available for lead abatement. The Program is administered by MaineHousing and three Administrators, as defined herein, with each Administrator being responsible for implementing the Program within a particular region of Maine.

The Program is designed to abate lead-based paint hazards in housing occupied by income eligible households.

## PROGRAM SUMMARY

The key components of the Program are summarized below.

1. Conduct activities in housing units or housing projects consisting of households with incomes up to 100% of the area median income as established by the United States Department of Housing and Urban Development (HUD), whether the housing is owned by an individual or a for-profit or nonprofit entity, are eligible. Priority for Program funds must be given to abatement projects for housing in which a child resides who has been determined to have lead poisoning, as defined in Title 22, section 1315, subsection 5-C, resides.
2. Annual rent for a housing unit or housing project receiving project funds may not exceed Fair Market Rent as established by HUD for 4 years after completion of the abatement work.
3. Housing that serves as a child care location for children under 6 years of age is eligible as long as the owner has an annual income at or below 100% of the area median income as established by HUD.
4. All lead abatement performed pursuant to the Program must comply with industry standards for lead abatement, including pre-abatement inspection and post-abatement inspection of the housing and other standards established by the Department of Environmental Protection (DEP). If the pre-abatement inspection identifies the presence of lead in or on the windows, replacement of those windows must be recommended (replacement windows must meet all applicable codes. *i.e.*, egress and Energy Star rated).
5. An owner of housing that receives lead abatement assistance under the Program shall pay a portion of the abatement costs as follows:
  - a. Properties not under abatement order: 10% owner match.
  - b. Properties under abatement order: 25% owner match.
6. Grants are issued for single-family, owner occupied homes and multi-units properties.

### A. Administrator Service Areas

Administrators are assigned specific geographical areas (by County) in which they will deliver Program services:

Agency	County
<b>Aroostook County Action Program</b>	Aroostook
<b>Community Concepts, Inc.</b>	Androscoggin, Cumberland, Franklin, Oxford, and York
<b>Penquis Community Action Program</b>	Hancock, Kennebec, Knox, Lincoln, Penobscot, Piscataquis, Sagadahoc, Somerset, Waldo, and Washington

## B. Eligible Properties

1. Pre-1978 owner occupied single-family homes with household incomes at or below 100% of the area median income (AMI), adjusted for household size, confirmed to contain lead-based paint hazards. Priority will be given to properties in which a child under six resides or spends a significant portion of time (refer to chart). For purposes of the Program, a single-family home is a detached, stand-alone structure with its own lot, used as a single Living Unit and containing at least one bedroom.
2. Pre-1978 rental units, whether single-family homes or apartment units in multi-family buildings, in which all tenants have a household income at or below 100% AMI. An owner-occupied Living Unit in a multi-family building is eligible under the Program if both the owner and tenant(s) meet these income limits. Rented single-family homes and Living Units in multi-family buildings must have a minimum of one bedroom to be eligible. For purposes of the Program a multi-family building is any building containing two or more Living Units.
3. Outbuildings needing to be addressed per the Lead Hazard Abatement Lead Design Plan (Lead Design Plan) may receive up to an additional \$15,000 to abate or demolish.
4. Vacant units may be enrolled in the Program as a Priority 4 (see Section D. Priority for Assistance) if there are no other Priorities 1-3 units (see Section E. Priority for Assistance) on the Program waitlist. Administrators must consult with MaineHousing regarding enrolling vacant units and receive written confirmation of approval to enroll vacant units prior to enrolling vacant units.

## C. Grant Limits

1. Single-family owner occupied homes are limited to a maximum Grant of \$30,000 for lead hazard abatement.
2. Multi-family buildings are limited to a Grant of \$15,000 per Living Unit, with no maximum unit enrollment per building. The \$15,000 per Living Unit maximum includes costs of any lead hazard abatement work in common areas and on the building exterior, pro-rated among the total number of Living Units. Single-family homes that are rented are limited to a maximum Grant of \$15,000.
3. Owners of housing that receive assistance through the Program must pay a portion of the lead abatement project costs:
  - a. if the housing is not under lead abatement orders, the owner must pay at least 10 percent of the abatement project cost;
  - b. if the housing is under lead abatement orders, the owner must pay at least 25 percent of the abatement project cost.



4. If the project cannot be completed within the Grant limits then the Administrator shall issue a “Deferral of Service” to the property owner (State Form V). MaineHousing reserves the right to waive the Grant cap. This determination will be made on a case by case basis and the Administrator may request such a waiver by using the Waiver Form (State Form K).

#### **D. Priority for Assistance**

The Program will focus on Living Units occupied by children under the age of 6 years (Priority 1-4). The Administrator will receive and review Applications for assistance and will prioritize Living Units as detailed below.

- Priority 1: Pre-1978 income-eligible Living Units occupied by one or more children under the age of 6 years with identified venous elevated blood levels (VEBLs) equal to or greater than 5 µg/dl.
- Priority 2: Pre-1978 income-eligible Living Units occupied by one or more children under the age of 6 years with identified VEBLs less than 5 µg/dl.
- Priority 3: Pre-1978 income-eligible Living Units occupied by one or more children under the age of 6 years where Lead-based Paint has been identified.
- Priority 4: Pre-1978 income-eligible Living Units where Lead-based Paint has been identified.

#### **E. Dispute Resolution Process**

A formal complaint tracking and dispute resolution process is included to resolve contractor/owner disputes. If disputes cannot be resolved satisfactorily, the dispute will proceed to binding arbitration.

#### **F. Documentation and Fees**

1. All required forms and documentation are standardized for all participating Administrators.
2. Standard Administrator Fees \$600 for each Lead Inspection/Risk Assessment of eligible Living Units.
3. \$500 for each Lead Design Plan.
4. Grant administrative fee per the Contract with the Administrator per Living Unit upon completion of the project (Administration Contract).
5. At-cost reimbursement of travel expenses located 50 miles or more, one way, from Administrator’s Office.
6. At-cost reimbursement for relocation and laboratory analysis fees.
7. At-cost reimbursement for asbestos inspection fees.
8. Administrators will be reimbursed at cost for the Merchants Report and the cost of inspection and design in the event that an Applicant does not proceed with the Program or if the Application is deemed not eligible.

#### **G. Technical Assistance**

MaineHousing staff will provide on-site technical assistance with all phases of the Program to assist Administrators with Program implementation.

## SECTION 1: PROGRAM POLICIES

### A. Program Regulations

The Program is expressly subject to state and federal regulations. These regulations require strict enforcement of certain conditions specified below. By participating in the Program, Administrators undertake the initial enforcement responsibility and are advised that MaineHousing cannot waive compliance with such conditions. Unless otherwise directed in the Program Administration Contract, the following requirements must be met:

1. Grant proceeds may be used only for lead hazard control in Living Units receiving lead hazard control measures. Furthermore, all hazards identified in the Lead Inspection Report must be addressed in compliance with the DEP Lead Management Regulations.
2. The owner of housing that receives lead abatement assistance under the Program shall pay a portion of the abatement costs as follows:
  - a. Properties not under abatement order: 10% owner match;
  - b. Properties under abatement order: 25% owner match.
3. Owners who are licensed lead abatement contractors may apply for reimbursement for the cost of materials needed to complete the lead abatement work as described in the Lead Design Plan generated for their property. Reimbursements for materials must be pre-approved by MaineHousing. Grants for material reimbursements are not subject to owner match requirements. Owners of multi-family rental properties must sign a Declaration of Covenants and Restrictions (State Form H) at the time of application, promising to abide by affordability requirements for a period of no less than four years and must complete the Owner Application and Information Form (State Form A). *See* Owner Material Reimbursement Process for additional information.

**NOTE:** If the cost to mitigate all identified lead hazards on both internal and external surfaces exceeds \$15,000 per rental Living Unit or an owner-occupied unit in a multi-family building, the owner must pay the difference. If the owner does not pay the difference, the application for Program assistance must be denied (Deferral of Services, State Form V).

4. In the case of rental properties, each unit shall be limited to a maximum of \$15,000 per Living Unit. The \$15,000 per Living Unit maximum includes costs of any lead hazard abatement work in common areas and on the building exterior (including the ground), pro-rated among the total number of Living Units. Outbuildings needing to be addressed per the Lead Design Plan may receive up to an additional \$15,000 to abate or demolish (the option to demolish will be made on a case-by-case basis). Living Units in multi-family buildings can be located in buildings of any size. All units enrolled by an owner must be occupied by tenants with household incomes at or below 100% AMI as determined by HUD. An Administrator shall use the Tenant Application and Income Form for verifying tenant income (State Form B).
5. Owners of multi-family rental properties must sign a Declaration of Covenants and Restrictions (State Form H) promising to abide by affordability requirements for a period of no less than four years and must complete the Owner Application and Information Form (State Form A).

6. Owners of single family properties must complete the Homeowner Application and Information Form (State Form SF).
7. Single-family households must have incomes at or below 100% of AMI Single-family homeowners must complete the Homeowner Application and Information Form (State Form SF).
8. The Gross Household Income of an Applicant and any Co-Head of Household shall be within the limits established under the Program, as set forth in this Procedural Guide.
9. The Administrator must provide a copy of the Environmental Protection Agency (EPA) pamphlet entitled “Protect Your Family from Lead in Your Home” to each Grant Recipient and each tenant of a Living Unit receiving Program funds. The Administrator must provide a copy of the Lead Inspection Report to each Grant Recipient. The Administrator shall document in each Grant Recipient file that these materials have been distributed as required by having the Grant Recipient and tenant(s), if applicable, sign the appropriate Applicant Acknowledgement Form (one for owners and one for tenants) (State Forms LD-A and LD-B).

## **B. Residential Businesses**

Program funds may be used for lead hazard abatement measures in housing that serves as a childcare location for children under six years of age as long as the owner meets income eligibility requirements. Homeless shelters/transitional housing may be eligible for Program assistance. Please contact MaineHousing, as consideration will be made on a case by case basis. Buildings enrolled in the Project Based Voucher Program (PBVs) may be eligible for Program assistance and may enroll up to 10 PBV units per building.

## **C. Applicable Laws**

Nothing in the Procedural Guide shall be construed in such a manner as to conflict with, alter, or amend any federal or State laws or regulations applicable to the conduct of each Administrator’s business.

## **D. Amendments**

The Procedural Guide may be amended or supplemented from time to time by MaineHousing by publishing changed pages or Program bulletins on MaineHousing’s website/CAA Portal. In the event of any conflict between the provisions of the Administration Contract and this Procedural Guide, the Administration Contract shall govern.

## **E. Dispute Resolution**

Disputes arising between a Grant Recipient, an Administrator, and/or a Certified Abatement Contractor in connection with Program related work shall be dealt with in accordance with the following dispute resolution process:

### **1. General**

Administrators are initially responsible for resolving any Program work related disputes. In those situations where a mutually satisfactory agreement cannot be reached between or among the parties, binding arbitration will be required.

## **2. Complaint Intake**

Each Administrator shall designate one or more individuals on its staff to log telephone calls from Grant Recipients voicing complaints. Each Grant Recipient shall receive a copy of the Applicant Information Form (State Form A or State Form SF), which shall have a telephone number and a contact person to call in the event of a problem.

All telephone or written complaints received by designated staff of the Administrator shall be submitted to the Administrator's housing coordinator or director within 1 business day of receipt of the complaint. Within 2 business days of receipt of a Grant Recipient's complaint, the housing coordinator or director or designee shall contact the Grant Recipient to assess the nature of the complaint. If the Grant Recipient has not already done so, the housing coordinator or director shall request the Grant Recipient to put the complaint in writing.

Within five working days of receipt of the telephone or written complaint, the Administrator's housing coordinator or director or designee shall send MaineHousing a notice of the complaint and all information regarding the nature of the complaint with a copy to the Grant Recipient. If the complaint is immediately resolved (within the five working days), the Administrator will still be responsible for reporting the complaint with all the information regarding its nature, and will note how the complaint was resolved.

## **3. Informal Conference**

Within 15 working days from receipt of a complaint, the Administrator shall organize an informal meeting with the Grant Recipient, the Certified Abatement Contractor, the Lead Inspector and the housing coordinator or director to try and resolve the dispute. The Administrator shall notify MaineHousing and all interested parties of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. MaineHousing may attend the informal conference. If the informal conference produces a resolution of the dispute, the Administrator shall prepare a document signed by all parties involved that plainly states the agreed upon resolution. A copy of this document shall be submitted to MaineHousing. If the meeting does not result in a resolution, the Administrator shall document the results of the meeting and where the parties disagree. The Administrator shall submit a copy of these written minutes to MaineHousing. A copy of all written resolutions and minutes must be kept in the Grant Recipient's file.

## **4. Binding Arbitration**

If the parties to the Program related dispute cannot come to a resolution of the matter, then the issue must be resolved through binding arbitration. The Construction Contract will contain a binding arbitration clause. If all attempts fail to produce a resolution, the parties shall participate in a binding arbitration process as soon as possible after the informal conference.

Unless the Administrator, Grant Recipient, and/or Certified Abatement Contractor otherwise agree, the arbitration shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association by an arbitrator of MaineHousing's choosing. All disputes or claims shall be submitted to the arbitrator, regardless of the extent of completion of the Program related work. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

MaineHousing may, at its sole discretion, decide to assume the costs for the arbitrator. The parties involved in the dispute (*i.e.*, the Certified Abatement Contractor, Grant Recipient, and Administrator) will each be responsible for paying their respective attorney's fees, if any.

## 5. Tracking

The Administrator shall maintain a log of all substantial disputes and provide MaineHousing with a copy of such log on a monthly basis. The dispute log must clearly document the nature of the dispute, contacts made with the parties involved, and actions taken to resolve the dispute. MaineHousing will monitor each Administrator to ensure all disputes are resolved as quickly as possible.

## SECTION 2 - PROGRAM ADMINISTRATION

### A. Unit Identification and Prioritization

Administrators will be responsible for identifying Eligible Residences not already identified by the MCLPPP. Administrators will accept Applications and process them under the priority ranking system identified below and in accordance with the requirements.

**NOTE:** Households identified as having a child under the age of 6 years with a VEBL greater than 5 µg/dl will be the first priority of the Program.

Priority	Description of Priority
Priority 1:	Pre-1978 income-eligible Living Units occupied by one or more children under the age of 6 years with identified VEBLs equal to or greater than 5 µg/dl.
Priority 2:	Pre-1978 income-eligible Living Units occupied by one or more children under the age of 6 years with identified VEBLs less than 5 µg/dl.
Priority 3:	Pre-1978 income-eligible Living Units occupied by one or more children under the age of 6 years where Lead-based Paint Hazards has been identified.
Priority 4:	Pre-1978 income-eligible Living Units where Lead-based Paint has been identified.

### B. Application Intake

Employees of an Administrator are not eligible to apply for Program funds within the Administrator's service area, unless otherwise approved by MaineHousing.

Administrators shall pre-screen potential applicants to assess eligibility. When a potential applicant contacts an Administrator, a trained staff member will briefly describe the Program and eligibility criteria (including income guidelines and ownership and occupancy of the property to be improved). If the potential applicant is clearly ineligible for the Program, refer him/her to other appropriate resources. If the potential applicant appears eligible, the Administrator will provide the person with the appropriate Application forms and request certain documentation, as follows:

### C. Single-family Homeowner

1. Homeowner Application (State Form SF).
2. Applicant Acknowledgement Form (State Form LD-A).
3. Administrator shall request of owner a property deed to prove ownership.

4. Administrator shall request a copy of homeowner's property and liability insurance.

#### **D. Rental Property Owner**

1. Owner Application and Owner Affidavit Form (State Form A).
2. Tenant Income Form (in State Form B).
3. Applicant and Tenant Acknowledgement Form (State Forms LD-A and LD-B).
4. Administrator shall request of owner a property deed to prove ownership.
5. Administrator shall request property owner to submit a copy of owner's property and liability insurance.

Administrator may choose to stagger the submission of these forms to client to minimize confusion in completing or obtaining necessary documents.

**NOTE:** Administrators may not charge an application fee.

#### **E. In-Person Interviews**

Administrator shall require a qualified staff person to interview the Applicant. During this interview, qualified staff person shall:

1. Review the Application, if applicable, with the Applicant. Applicants need to fully understand the contents of the documents and Administrator should not move forward with a Grant until the Administrator is confident that the Applicant understands all the information and the responsibilities of the Grant.
2. Complete the Application based on information provided by the Applicant.
3. Obtain authorization to verify property encumbrances (State Form A or State Form SF). Administrator will use this form to obtain a Merchants Report.
4. Inform Applicant that the family (or tenants in rental properties) will have to be temporarily relocated during the interior lead hazard abatement work.

#### **F. Project File**

Administrator shall establish a project file to keep all documentation pertaining to the project. The documentation must be maintained as indicated on the applicable checklist and be available for review by the Administrator and MaineHousing upon request and during monitoring visits.

## SECTION 3 - GRANT ADMINISTRATION

### A. Application Review Process, Calculating Income

#### 1. Eligibility for Owner Occupied Single-Family Homes

In the case of an owner occupied single-family home, an Application for Program funds must be submitted by the owner of the home. The Applicant must be using and continue to use the home to be improved with Program funds as the Applicant's principal residence. The proceeds of a Grant shall be used exclusively to finance lead hazard abatement work consistent with the applicable Lead Design Plan for the property.

To be eligible for a Grant, the Applicant's Gross Household Income must not exceed 100% of AMI as determined by HUD for the area where Applicant resides, adjusted for family size.

#### 2. Eligibility for Rental Units

In the case of a rental unit, whether a rented single-family home or an apartment in a multi-family building, an Application must be submitted by both the owner of the rental property (State Form A) and each tenant (State Form B) in the building. In such a case, both the owner and tenant of the rental unit are the Applicants under the Program. An Application must be submitted for all of the rental units in the building. If the Application includes less than the total number of rental units in the building, the property will not be eligible for assistance with Program funds. The eligibility of an owner of residential rental property for Program funds will be based on the income of the tenants occupying the Living Units to receive lead hazard abatement work at the time the Application is completed and submitted. MaineHousing requires that to be eligible for a Grant, all of the Living Units enrolled by an owner must be occupied by tenants with household incomes at or below 100% of AMI as determined by HUD.

Occupant Type	Income Level
Renter	All units must be at or below 100% AMI.
Multifamily Renter (≥ 5 units in same property)	100% of total number of units in same building must be at or below 100% AMI.
Owner (primary residence)	100% of owner-occupied units must be occupied by families at or below 100% AMI.
Housing that serves as a child care location	Owner must have an annual income at or below 100% AMI.

The Administrator shall calculate AMI based on the Applicant's income and household size provided in the Application.

### B. Gross Household Income

Gross monthly income is the sum of monthly gross pay, any additional income from overtime, part-time employment, bonuses, dividends, interest, royalties, pensions, Veterans Affairs (VA) compensation, net rental income, alimony, child support, public assistance, sick pay, Social Security disability or retirement benefits, unemployment compensation, income received from trusts, and income received from business activities or investments, as further described below.

If the Applicant's income is irregular, unstable, seasonal or temporary, gross monthly income is calculated by taking the average of the actual monthly employment earnings over the previous 12 months or the period of time the Applicant has been engaged in that field of employment, whichever is shorter. If the Applicant has regularly earned overtime, bonuses, shift differentials or commissions, they must be included in income even when the employer does not guarantee their continuation.

**1. Annualized Gross Income**

Gross household income is gross monthly income multiplied by 12.

**2. Foregone Income**

If during the six-month period ending on the date of Application, any Applicant and/or Co-Head of Household has taken a temporary leave of absence, a temporary voluntary reduction in hours normally worked, or has temporarily resigned from employment, the income foregone by such act or acts shall be included in computing Gross Household Income.

**3. Temporary Unemployment**

If during the three-month period ending on the date of Application any Applicant and/or Co-Head of Household has commenced a temporary or indefinite layoff, has become unemployed, except for permanent retirement, or has ceased employment as a self-employed individual without gaining substitute employment, Gross Household Income shall include the rate of pay immediately prior to such event. This provision shall not apply if the Applicant and/or Co-Head of Household does not expect to return to work in the foreseeable future.

**C. Income Determination**

The income calculation must be done at the time of Application to determine Gross Household Income for purposes of income eligibility. The following additional guidelines shall be followed in completing the Gross Household Income calculation:

**1. Alimony and Child Support**

Include in Gross Household Income the amount specified in a divorce settlement or separation agreement or separation decree unless the Applicant and/or Co-Head of Household certifies that the income has not been received and that he/she has made reasonable efforts within the past 12 months to collect the amounts due. Reasonable efforts include filing with courts or agencies responsible for enforcing payments.

**2. Miscellaneous Income**

Include in Gross Household Income the amount of lottery winnings paid in periodic payments. The following items are not included in Gross Household Income:

- a. casual, sporadic or irregular gifts;
- b. lump-sum additions to assets, such as inheritances, insurance payments, capital gains and settlements for personal or property losses;
- c. hazardous duty pay to a member of the Armed Forces away from home and exposed to hostile fire; and



- d. lump-sum payments caused by delays in processing periodic benefits such as welfare, unemployment and social security.

### **3. Self-Employment**

Where the Applicant and/or Co-Head of Household is self-employed or is one of the principal owners of a business, include in Gross Household Income the net income from operation of the business or profession including salaries paid to, or other cash or assets withdrawn by, the Applicant and/or Co-Head of Household except to the extent that the withdrawal represents repayment of cash or assets the Applicant and/or Co-Head of Household has invested in the business. When computing net income from self-employment, the Applicant and Co-Head of Household may not deduct depreciation or other non-cash expenses, principal payments on loans, expenses for business expansion, or outlays for capital improvements. Business expenses and interest payments on loans may be deducted.

### **D. Rental Income**

Net rental income from owner occupied multi-family buildings must be calculated as part of the owner's Gross Household Income if the owner's Living Unit is to receive assistance. The owner must have total income at or less than 100% of AMI in order for his/her Living Unit to qualify for assistance.

### **E. Interest**

Include in Gross Household Income the interest and earnings on the Applicant's and/or Co-Head of Household's savings and other investments. Do not include interest earned on trusts, IRAs, Keoghs, 401K plans or other retirement accounts that are not available or paid to the Applicant and/or Co-Head of Household.

#### **1. Foster Care Payments**

Do not include in Gross Household Income any amounts received from, or under the direction of, any public or private nonprofit placement agency for the care and maintenance of one or more persons who are under eighteen years of age or disabled and have been placed in the household by such agency.

#### **2. Educational Scholarships**

Do not include in Gross Household Income any amounts received as a scholarship or a fellowship grant which is used for tuition, fees, books, supplies or equipment required for enrollment or attendance in courses of instruction by candidates for a degree at an eligible education organization. An educational organization is eligible if it normally maintains a regular faculty and curriculum and normally has a regularly enrolled student body in attendance at the place where its educational activities are regularly carried on.

#### **3. Medical Cost and Work Related Reimbursements**

Do not include in Gross Household Income any amounts received through accident or health insurance for personal injuries or sickness that are paid as a reimbursement for expenses incurred for medical care, except in the case of amounts attributable to deductions allowed for medical expenses for any prior tax year. Do not include in Gross Household Income amounts paid by an employer as direct reimbursement for travel or other work-related expenses.

#### **4. Housing Allowances**

For persons serving in the military, the following allowances are included in Gross Household Income: Basic Quarters, Variable Housing, Rations, Clothing, and Basic Subsistence. Housing allowances paid to clergy are included in Gross Household Income.

#### **5. Other Amounts**

Any other amounts not specifically addressed in this Section shall be included in Gross Household Income to the extent they are included in gross income under the Internal Revenue Code of 1986, as amended from time to time.

#### **F. Income Verification**

Self-certification of Gross Household Income as stated on the Application will be accepted by the Administrator. Any future increases in income resulting from such things as pay raises or job changes that are known at the time of Application must be taken into consideration in determining eligibility. Decreases in income may be taken into consideration.

If a Grant is not issued within six months of the date an Application is received by the Administrator, the Administrator shall have the Applicant resubmit the income section of the Application for the four month period prior to Grant closing.

#### **G. Merchants Report**

Administrator shall order a Merchants Report at the time the Application is submitted to determine any potential liens and judgments against the property. MaineHousing will review the Merchants Report to determine if the Applicant can be enrolled (property must be free of tax or other liens including but not limited to any prior recorded mortgages, judgments, bankruptcies, foreclosures, or deeds in lieu of foreclosure) into the Program. If there is sufficient justification provided on behalf of the Applicant, in MaineHousing's judgment, MaineHousing will not deny enrollment into the Program, provided that other Program eligibility requirements are met.

#### **H. Grant Approval**

If the Applicant meets the income eligibility guidelines and if other Program requirements are met, the Application will be approved.

#### **I. Verification of Ownership**

An Administrator must be satisfied that the Applicant actually owns the Living Unit(s) to be improved. A copy of the Applicant's deed and a Merchants Reports are required to verify ownership.

#### **J. Eligible Improvements**

The proceeds of a Grant shall be used to finance lead hazard abatement work in the subject Living Units, common areas, and exterior of the buildings (which includes the soil and outbuildings), as required by the Lead Design Plan. When completing the initial building inspection, the Administrator must evaluate the condition of the property, including all major systems (*i.e.*, heating and cooling, roof, foundation, electrical, etc.) to ensure the property is in suitable condition to enroll in the Program. All work or construction completed with Program funds must be in compliance with all applicable building and housing codes and standards. In areas that have local building code, these codes must be followed. In areas without local building codes, all work or construction shall follow and meet applicable MUBEC requirements. In the event any type of building or construction permit is required in connection with Program work, the

Administrator shall be responsible for ensuring that such permit(s) are received **prior** to any work beginning and are included in that Applicant's file.

**K. Owner Insurance**

Owner property and liability insurance shall be required for each property to be assisted with Program funds, in amounts determined sufficient by MaineHousing.

**L. Ineligible Improvements**

Improvements not directly related to the lead hazard abatement measures described in the applicable Lead Design Plan are deemed ineligible improvements and shall not be paid or reimbursed with Program funds.

**M. Charges to Applicants / Grant Fees**

Owners of housing that receive assistance through the Program must pay a portion of the lead abatement project costs: (i) if the housing is not under lead abatement orders, the owner must pay at least 10 percent of the abatement project cost; (ii) if the housing is under lead abatement orders, the owner must pay at least 25 percent of the abatement project cost. Owners will be provided an estimate of the total project cost and their anticipated owner match based on the Lead Design Plan; however, actual owner match will not be determined until bids are secured and awarded for the project.

Except for the fees and expenses permitted by this Procedural Guide, no other fees, charges or remunerations may be received by the Administrator from an Applicant or Grant Recipient in making any Grant. The fees or charges which the Administrator may collect from a Grant Recipient shall not exceed the actual amounts expended by the Administrator for such costs, fees or charges, and shall not exceed the usual and reasonable amounts for such costs, fees, and charges. Fees for the Merchants Report may be rolled into the Grant or paid out of pocket by the Grant Recipient at the time of the Application is submitted. Administrators will be reimbursed at cost for the Merchants Report and the cost of inspection and design in the event that an Applicant does not proceed with the Program or if the Application is deemed not eligible.

**N. Initiate Lead-Paint and Property Inspection**

If an Application for assistance with Program funds is reviewed and deemed eligible, the Administrator shall move forward with the Lead Inspection.

## **SECTION 4 - LEAD PAINT AND PROPERTY INSPECTIONS**

**A. Lead-Paint Inspection**

All Living Units require a Lead Inspection/Risk Assessment. All Lead Inspections, Risk Assessments and Lead Design Plans must comply with the DEP Lead Management Regulations

Each Living Unit enrolled in the Program must have a Lead Inspection/Risk Assessment that is not more than 12 months old. This 12 month period starts with the date listed on the completed Lead Inspection/Risk Assessment and the project must be under contract prior to the end of the 12 month period.

Administrators shall perform Lead Inspections/Risk Assessments using HUD approved X-Ray florescent (XRF) equipment and dust wipe sampling in all units. In households where a VEHL greater than 5 µg/dl or a persistent elevated blood lead level (EBL) between 5 – 10 µg/dl is identified, the MCLPPP investigators will conduct the Lead Inspection unless the Administrator is asked to perform the Lead Inspection on

behalf of MCLPPP. Administrators must work with the MCLPPP to coordinate Lead Inspections and lead hazard remediation efforts in connection with housing where a child with a persistent EBL or a confirmed VEBL of 5 µg/dl or greater resides. Administrators will also cooperate with the DEP to complete Lead Inspections and related remediation efforts.

### **1. Initial Inspection**

Each Lead Inspection report will be prepared by the licensed Lead Inspector/Risk Assessor conducting the field testing. All testing must be conducted in accordance with DEP Lead Management Regulations.

Administrators will perform the initial Lead Inspection and will provide a written report of findings in accordance with the DEP Lead Management Regulations on the following items:

- a. Identification, quantification, and determination of the existence of Lead-based Paint on surfaces and building components within the applicable Living Unit and all of the associated interior common areas and exterior areas. If the Lead Inspection identifies the presence of lead in or on windows, the windows must be replaced.
- b. Inspection of all components and all surfaces, including those coated with paint, varnish, shellac, stain, or other coatings (e.g., wallpaper) in each room in each of the applicable Living Units, and all of the associated interior common areas and exterior areas, as well as any associated laboratory results. In lieu of inspecting all components and all surfaces, Lead Inspectors may use Testing Combinations, as detailed in the DEP Lead Management Regulations.

### **2. XRF Sampling Data**

Interpretation of XRF sampling data and corrections for substrate contributions shall be performed in accordance with the HUD Lead Guidelines. In situations where the Corrected Lead Concentration (as defined in the HUD Lead Guidelines) readings are inconclusive, the Lead Inspector/Risk Assessor shall follow the rules as described in the HUD Lead Guidelines governing such inconclusive readings.

### **3. Lead Disclosure Requirements**

Each Lead Inspection report shall include a statement that the presence of Lead-based Paint must be disclosed to potential buyers and renters prior to entering into obligations under a sales contract or lease (see 24 CFR §35.88 and 40 CFR subpart F).

## **B. Risk Assessments/Mitigation**

Targeted Risk Assessment is required in single-family homes and single-family and multi-family rental units where a child under the age of 6 years resides. Administrator shall prepare a Risk Assessment Report using a licensed staff member and/or licensed contractor.

### **1. Risk Assessment**

Risk Assessments must be completed in accordance with Maine DEP regulations. Risk Assessments must include dust wipes in all units, including common areas, a first draw water test in Living Units supplied with public water supply, a first draw water test and flush water test in Living Units supplied with private water supply, and soil testing where there is bare soil and/or a child play area.

## **2. Risk Mitigation – Water and Soil.**

- a. Lead contamination in the water supply is rare but costly. Program funds are not available to address lead contamination in water.
- b. There are two methods of soil remediation, as follows:
  - i. Cover the contaminated soil with concrete or asphalt. Note: Must be done by a lead abatement contractor.
  - ii. Rototill clean soil into the area.

## **C. Asbestos Inspections**

Outbuildings that are built prior to 1981 and are being recommended for demolition as part of lead abatement work must be inspected by a licensed asbestos inspector. CAAs must secure the services of a licensed asbestos inspector to inspect outbuildings on multi-unit properties. If asbestos inspectors identify asbestos, the contractor secured to do the demolition must be licensed to handle and dispose of asbestos.

## **D. State Historical Preservation Office**

Administrators must engage with the Maine State Historic Preservation Office using SHPO Form dated October 2018. An Administrator must not enter into any binding contracts or agreements with Applicants, contractors or any other person or entity relating to the project, solicit bids for any project work, perform any work or take any other physical action on a property for which an Application for assistance with Program funds has been submitted until the Administrator receives written notification from the SHPO Officer.

## **E. Lead Hazard Abatement Design Plan**

Administrator shall prepare a Lead Design Plan for a Grant Recipient using a qualified staff member. The Lead Design Plan must incorporate any changes or requirements indicated by the State Historic Preservation Officer. MaineHousing shall pay Administrator \$500 in accordance with the Procedural Guide. Bidding Process

### **1. Lead Hazard Abatement Bids**

Once the Lead Inspection/Risk Assessment and Lead Design Plan have been completed and approved by MaineHousing, the Lead Design Plan must be put out to bid to Certified Abatement Contractors licensed by the DEP.

All contractors must attend a scheduled pre-bid walk-through meeting. Any changes in the Lead Design Plan during the walk-through must be in writing and received by all attending contractors prior to submitting bids. Any bid addendum must be clearly marked as an addendum, dated, signed by the contractor, and be included with the bid submission.

Administrators shall solicit bids from a minimum of three Certified Lead Abatement Contractors for the performance of the Program work outlined in the Lead Design Plan prepared for the Applicant. In those instances where bids from three different Certified Abatement Contractors cannot be obtained, the Administrator shall provide a written explanation to be inserted in the Applicant's file explaining why three bids were not collected. If a contractor is unable to bid, the Administrator must provide the contractor with a Refusal to Bid form (State Form Y). The contractor must sign and submit the Refusal to Bid form to the Administrator.

- a. A minimum of three qualified bids must be solicited for all lead hazard abatement projects.

- b. When making bid award determinations, other factors in addition to the dollar amount of the bid are taken into consideration, including contractor's ability to complete the work in a timely manner within established timelines and previous quality of work. Awards may be given to a contractor who is not the lowest bidder, based on these additional factors.
- c. The winning bid along with the bid tabulation sheet must be submitted to MaineHousing in the Phase One package described in this Procedural Guide. Administrator must retain all bids their file.
- d. Projects submitted to MaineHousing with two qualified bids and one Refusal to Bid form, or projects submitted to MaineHousing with one qualified bid and at least two Refusal to Bid forms will be acceptable.

Each property owner will be involved in selecting which Certified Abatement Contractor will perform the Program work at the owner's property. In the case where the owner chooses a higher bidder, the owner shall pay the difference between the lowest bid and the bid selected by the owner.

In order for a Grant to be approved, the bid amount must be within Program limits, or the property owner must pay the difference between the Program limits and the bid amount. If the owner is unable to finance the gap between the bid amount and Program limits, the Administrator shall submit a Deferral of Service form to the owner (State Form V), and the project will not be funded. Such form shall be placed in the project file.

## **2. Submission of Bids by Contractor**

Contractors shall deliver bids for lead hazard abatement work, as applicable, to the Administrator no later than **14 working days** from the time the walk through is completed. All bids must be sent/delivered to the Administrator in an enclosed and sealed envelope prior to the expiration of the fourteen day time period. Administrators may choose to solicit and accept emailed bids are that adhere to all procurement regulations.

The Administrator may extend the deadline for submission of bids by providing written notice of the extension to all contractors participating in the walk-through.

**NOTE:** Any bid received by the Administrator after the bid deadline shall be rejected.

Bidders may withdraw, substitute, or modify their bids by giving notice in writing before the bid deadline. Each bidder's withdrawal, substitution, or modification notice shall be prepared, sealed, marked, and delivered with the outer and inner envelopes additionally marked as "Withdrawal," "Substitution," or "Modification" as appropriate. No bid may be withdrawn, substituted or modified after the deadline for submission of bids.

The Administrator shall open the bids, including substitutions and modifications, in the presence of the bidders' representatives who choose to attend at the time and in the place specified by the Administrator. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The bidders' names, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted by the Administrator), bid withdrawals, substitutions, or modifications, and such other details as the Administrator may consider appropriate, shall be announced by the Administrator at the opening. No bid shall be rejected at bid opening except for late or incomplete bids. Late or incomplete bids shall be rejected.

Subject to the right of the property owner to make the final decision on the Certified Abatement Contractor as applicable, that will perform the Project work at the owner's property, the Administrator shall award a Lead Paint Hazard Abatement Contract, as applicable, to the bidder whose bid has been determined to meet the requirements in the bidding documents issued (includes prior performance, ability to complete jobs by specified deadlines, etc.) by the Administrator and who has offered the lowest bid price (unless owner selects a higher bidder and pays the difference between low bid and selected bid). The selected Certified Abatement Contractor must submit a completed, detailed Lead Design Plan with all prices listed as required in Lead Design Plan. These documents will become part of the contracts for the work. The Administrator reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of any contracts for the lead hazard abatement work, as applicable, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Administrator's decision.

Each bidder whose bid has been accepted shall be notified of the award by the Administrator in writing prior to the start of any work.

## E. Change Orders

**The Administrator shall consult with MaineHousing when changes in the scope of work under the Lead Paint Hazard Abatement Contract needs to be initiated.** A change order must be in writing (State Form N). Change orders must be initiated by Administrator's Lead Designer/Risk Assessor and must be confirmed and approved for funding by the Administrator's housing manager or director before being submitted to MaineHousing. Upon MaineHousing's approval, the property owner and contractor must confirm and sign the change order. Verbal changes in the scope of work will not be allowed. The Administrator must inform the property owner and the contractor that MaineHousing will not be obligated to fund or inspect work performed outside of the Lead Paint Hazard Abatement Contract and Lead Design Plan, as applicable, unless a change order has been approved by MaineHousing.

All change orders **must** be submitted with written documentation of the change order and digital color photographs to serve as evidence and document the need for additional work.

**All change orders, whether they are a no-cost change order or result in additional cost to the project, must have prior written approval from MaineHousing before the work described in the change order can be performed.** The funding is contingent upon receipt of written documentation and digital color photographs to serve as documentation of the change in scope of work.

Administrators must consult with MaineHousing for further guidance if additional funds are needed to complete work included in a change order.

### 1. Inspections

The Administrator is responsible for conducting as many inspections as are necessary to ensure quality work and construction oversight. At a minimum the Administrator shall perform the following inspections:

### 2. In-progress Inspections

- a. Scrape inspections are required when Lead Design Plans call for any components to be "scraped to bare."
- b. To determine the need for change orders and intervention in owner/contractor disputes.

- c. To confirm that the contractor is performing the work in accordance with the Construction Contract and Lead Design Plan.
- d. To ensure that all necessary code inspections have been made prior to approving any payment request.
- e. As part of the inspection process, the Lead Designer/Risk Assessor shall:
  - i. Take digital color photos before the work begins, at each inspection, and of contested items. Having photographs for future reference is very important, should the need arise to demonstrate Program compliance and quality of work.
  - ii. Complete a work progress report and document with photographs the completed work. This report must be placed in the project file.

**3. Final Inspection – Lead Hazard Abatement Work**

Final dust wipe clearances are required in accordance with the DEP Lead Management Regulations.

**4. Minimum Number and Location of Clearance Dust Samples for All Abatement Work**

Category Description	Number and Location of Single Surface Clearance Dust Samples
Interim clearances.	A minimum of two dust samples from every treated room.
Interior level 2 treatments; no barrier systems within building	<p>A minimum of two dust samples from every room in a residential dwelling or child-occupied facility (whether treated or untreated).</p> <ul style="list-style-type: none"> <li>• One interior window sill or window trough, alternating between rooms.</li> <li>• One floor, and one floor sample for every 2,000 ft.<sup>2</sup> of a common area room (if present).</li> </ul>
Interior level 1 or 2 treatments with 6 mil poly or its equivalent; barrier systems within building.	<p>A minimum of two dust samples from every treated room in a residential dwelling or child-occupied facility, or if more than four rooms were treated, from at least four treated rooms.</p> <ul style="list-style-type: none"> <li>• One interior window sill or window trough, alternating between rooms.</li> <li>• One floor, and one floor sample for every 2,000 ft.<sup>2</sup> of a common area room (if present).</li> <li>• One floor sample will be taken within a 10 foot radius of the entry point to the containment area.</li> </ul>
Exterior treatments (including soil)	<p>A minimum of two samples as follows:</p> <ul style="list-style-type: none"> <li>• At least one dust sample on a horizontal surface in part of the outdoor living area (e.g., a porch floor)</li> <li>• One window trough sample.</li> </ul>

Clearance standards. Clearance standards for residential dwellings and child-occupied facilities are as follows:

- (1) Hard floors: 10 µg /ft.<sup>2</sup> (micrograms of lead per square foot)



- (2) Carpeted floors: 10  $\mu\text{g}$  /ft.<sup>2</sup>
- (3) Interior window sills: 100  $\mu\text{g}$  /ft.<sup>2</sup>
- (4) Window trough: 100  $\mu\text{g}$  /ft.<sup>2</sup>

If the test results are equal to or exceed these standards, the Certified Abatement Contractor shall perform the following actions, as appropriate: If a single-surface dust sample for a residential dwelling or child-occupied facility fails, all components that the sample represents shall be re-cleaned in accordance with Maine DEP Chapter 424: Lead Management Regulations until they pass a dust clearance test. If single-surface samples in only one room or on one type of component fail, only that room or component shall be re-cleaned and be retested until it passes a dust clearance test.

After completion of all work described in the Lead Paint Hazard Abatement Contract and Lead Design Plan, including any change orders, and after interior lead dust wipe samples pass the clearance standards set forth above, the Administrator shall conduct a final property inspection. This inspection must be performed by the Lead Designer/Risk Assessor along with the property owner and the Certified Abatement Contractor.

If additional work is required, the Lead Designer/Risk Assessor must provide a written punch list to the Certified Abatement Contractor. The punch list is a detailed list of all items remaining to be completed. Once the punch list is completed, the Lead Designer/Risk Assessor along with the property owner and the Certified Abatement Contractor shall conduct a final inspection of the punch list items in accordance with the standards set forth above, as applicable. Upon a satisfactory final inspection, including final inspection of any punch list items noted, the Lead Designer/Risk Assessor shall prepare a Certificate of Final Inspection (State Form Q). Both the property owner and the Lead Designer/Risk Assessor must sign the Certificate of Final Inspection to indicate that all work is complete and in accordance with the Lead Paint Hazard Abatement Contract and any change orders. Upon being notified by the Administrator of the Certificate of Final Inspection, the Certified Abatement Contractor must submit to the Administrator:

- a. All final invoices;
- b. Certificate and Release of Liens (State Form I-B); and
- c. Written warranties on all warranted material and all labor provided to the property owner.

## **5. Payment to Contractors**

The number of payments that Administrators issue to the contractor depends on the size of the project and the terms of the Lead Paint Hazard Abatement Contract. Advancing Program funds to contractors for uncompleted work is prohibited. Contractors shall request payment only for completed work and shall submit their request to the Administrator with signed authorization from the property owner. Contractor requests for payment must include documentation that describes the scope and nature of the work for which the contractor is requesting payment.

Prior to issuing payment to the contractor, the Contractor Payment Request form (State Form I-C) must be completed and signed by the contractor, the Lead Designer/Risk Assessor, and the property owner. Administrator must obtain a Certificate and Release of Liens (State Form I-B) for each payment being requested by the contractor prior to issuing payment.

Administrator must issue payment for work performed within thirty (30) calendar days of receipt of the contractor's invoice and all required supporting documentation.

## **SECTION 5 - GRANT APPROVAL**

### **A. Grant Approval**

If the bid amount for a project is within Program limits and all other requirements described herein are met, the Administrator can approve the Grant. The owner must provide to the Administrator a bank check in the required amount owner match at Grant closing. The check shall be deposited into the escrow account established by the Administrator pursuant to the Escrow Agreement.

The Administrator shall notify Applicant of Grant approval by sending a Notice of Grant Approval (State Form LD-I). This notification will inform the Applicant of eligibility to receive the Grant, the amount of the Grant, conditions under which the Grant is offered, and the proposed date of the Grant closing.

An Applicant receiving a Grant must submit a signed Application and Information Form (State Form A and State Form B or State Form SF) prior to executing a Construction Contract (State Form C-A) and Construction Escrow Agreement (State Form C-B).

The Administrator shall review the Lead Paint Hazard Abatement Contract and Lead Design Plan with the Applicant to ensure that the Applicant understands and approves the work to be done by the chosen contractor. Administrators shall be required to ensure that all appropriate contracts and or agreements have been properly executed by all of the parties thereto before any Program dollars are released.

### **B. Commencement of Work**

No lead hazard abatement work shall commence until MaineHousing approves the Grant and submits a Notice to Commence Work letter to the Administrator. Proceeding with abatement work without MaineHousing's Notice to Commence Work may result in MaineHousing not paying Administrator for the work or any associated fees.

## SECTION 6 - DELIVERING GRANTS

### A. Fees and Required Documents

Program fees and expenses shall be paid by MaineHousing to the Administrator as follows:

#### 1. Initial Phase (Phase 1) – Single-Family Owner-Occupied Homes

MaineHousing shall, upon submission of the following documentation in form and substance and within a timeframe satisfactory to MaineHousing, pay to the Administrator (i) \$600 for each Lead Inspection/Risk Assessment performed by the Administrator on eligible Living Units, (ii) \$500 for each Lead Design Plan developed by the Administrator, and (iii) the cost of water and soil testing lab fees.

#### 2. Lead Hazard Abatement Work

- a. Homeowner Application and Information Form (State Form SF).
- b. Applicant Acknowledgement of Limited Funds (State Form LD-A).
- c. Bid Package, including Bid Tabulation Sheet (State Form J) and Refusal to Bid (State Form Y) (if any), estimates to include cost breakdown.
- d. Billing Invoices for Lead Paint Hazard Abatement work (State Form I-A).
- e. Construction Contract (State Form C-A).
- f. Construction Escrow Agreement (State Form C-B).
- g. Document Checklist—Single-Family Grant Submission (Phase 1) (State Form W1).
- h. Lead Design Plan (including addendums if applicable)
- i. Lead Inspection Report and Risk Assessment Report (if applicable)
- j. Merchants Report
- k. Notice of Grant Approval (State Form LD-I)
- l. Photos (colored digital) of project
- m. Proof of Insurance (homeowner's insurance binder)
- n. Proof of Ownership (Property Deed)
- o. Release and Hold Harmless (State Form LD-K)
- p. Relocation Assistance Acknowledgement (State Form LD-C)
- q. State SHPO Form 10-2018
- r. Waivers (if applicable) (State Form K)
- s. Documentation of asbestos inspection (*if applicable*)

### B. Initial Phase (Phase 1) – Multi-Family Buildings and Rented Single-Family Homes

MaineHousing shall, upon submission of the following documentation in form and substance and within a timeframe satisfactory to MaineHousing, pay to the Administrator (i) \$600 for each Lead Inspection/Risk Assessment performed by the Administrator on eligible Living Units, (ii) \$500 for each Lead Design Plan developed by the Administrator, (iii) the cost of water and soil testing lab fees, (iv) cost of asbestos inspection.

**1. Phase 1 Lead Hazard Abatement Work Documentation**

- a. Owner Application and Information Form (State Form A).
- b. Bid Package, including Bid Tabulation Sheet (State Form J) and Refusal to Bid (State Form Y) (if any) (estimates to include cost breakdown).
- c. Billing Invoices for Maine Lead Paint Hazard Abatement work (State Form I-A).
- d. Document Checklist—Multi-Family Grant Submission (Phase 1) (State Form U).
- e. Lead Design Plan (including addendums if applicable).
- f. Lead Inspection Report and Risk Assessment Report (if applicable).
- g. Merchants Report.
- h. Photos (colored digital) of project.
- i. Proof of Insurance (owner’s insurance coverage information).
- j. Proof of Ownership (Property Deed and/or tax bill).
- k. Tenant Acknowledgement Form (State Form LD-B).
- l. Tenant Application and Information Form Income Form (State Form B), including income documents.
- m. Waiver Request (State Form K).
- n. Documentation of asbestos inspection (if applicable).

**C. Final Phase (Phase 2) – Single-Family Owner-Occupied Homes**

Upon receipt of all materials and information as required above and the following documentation, MaineHousing shall pay Administrator (i) Grant Administrative fee per the Maine Lead Paint Hazard Abatement Program Administration Contract with Administrator, (ii) at-cost expenses for relocation, (iii) at-cost expenses for dust wipe sampling, and (iv) at-cost travel costs for those projects located 50 or more miles, one way, from Administrator’s main office.

**1. Phase 2 Lead Hazard Abatement Work**

- a. Billing Invoices for Lead Paint Hazard Abatement (State Form I-A).
- b. Certificate and Release of Liens (State Form I-B) for each payment.
- c. Certificate(s) of Final Inspection (State Form Q).
- d. Contract Change Orders (if applicable) (State Form N).
- e. Contractor invoices for all work (including any change orders).
- f. Contractor Payment Request (State Form I-C).
- g. Declaration of Covenants and Restrictions (recorded) (State Form H).
- h. DEP Notification (copy).
- i. Document Checklist—Single-Family Grant Submission (Phase 2) (State Form W2).
- j. Dust wipe sampling results.
- k. Letter of Lead Hazard Abatement Compliance (State Form P).
- l. Notice to Commence Work (State Form Z).

- m. Occupant Protection Plan.
- n. Owner match (copy of check).
- o. Paint Plus Essential Maintenance Plan (Form R).
- p. Photos (colored digital) (work in progress and completed).
- q. Pre-Construction Conference Report (State Form M).
- r. Relocation Change Orders (if applicable) (State Form O).

**D. Final Phase (Phase 2 / Phase 3) – Multi-Family Buildings and Rented Single-Family Homes**

Upon receipt of all materials and information as required above and the following documentation, MaineHousing shall pay Administrator (i) Grant Administrative fee per the Maine Lead Paint Hazard Abatement Program Administration Contract with Administrator, (ii) at-cost expenses for relocation, (iii) at-cost expenses for dust wipe sampling, and (iv) at-cost travel costs for those projects located 50 or more miles, one way, from Administrator’s main office.

**1. Lead Hazard Abatement Work Documentation**

- a. Applicant Acknowledgement of Limited Funds (owner) (State Form LD-A).
- b. Billing Invoices for Maine Lead Paint Hazard Abatement work (State Form I-A).
- c. Certificate and Release of Liens for each payment (State Form I-B).
- d. Certificate(s) of Final Inspection (State Form Q).
- e. Construction Contract (State Form C-A).
- f. Construction Escrow Agreement (State Form C-B).
- g. Contract Change Orders (if applicable) (State Form N).
- h. Contractor invoices for all work (including any change orders).
- i. Contractor Payment Request (State Form I-C).
- j. Declaration of Covenants and Restrictions (recorded) (State Form H)
- k. DEP Notification (copy).
- l. Document Checklist—Multi-Family Grant Submission (Phase 2/3) (State Forms U2 and U3).
- m. Dust wipe sampling results.
- n. Lead Pain Plus Essential Maintenance Practice Plan (State Form R).
- o. Letter of Lead Hazard Abatement Compliance (State Form P).
- p. Notice of Grant Approval (State Form I).
- q. Notice to Commence Work (State Form Z).
- r. Occupant Protection Plan.
- s. Owner match (copy of check)
- t. Photos (colored digital) of project: work in progress and completed.
- u. Pre-Construction Conference Report (State Form M).

- v. Relocation Change Orders (if applicable) (State Form O).
- w. Release and Hold Harmless (State Form LD-K).
- x. Tenant Relocation Assistance Acknowledgement (State Form LD-C).

## **E. Payment Method**

MaineHousing shall issue any payment due to an Administrator by wire transfer. After each wire transfer, MaineHousing will send a Wire Transfer Confirmation to the Administrator.

## **SECTION 7 - ADDITIONAL ADMINISTRATOR RESPONSIBILITIES**

### **A. Dust Wipe Sampling and Testing Laboratory**

#### **1. Maine State Health and Environmental Testing Laboratory (HETL)**

HETL is able to provide Program related testing services on a 24 hour return basis and to supply Administrators with individually wrapped lead-free dust wipes, 50 ml centrifuge tubes, mailing containers, chain-of-custody sheets, latex gloves, and postage labels.

Although each Administrator is encouraged to use the HETL for necessary Program testing services, an Administrator may use another laboratory facility for such services provided that the Administrator makes a showing satisfactory to MaineHousing that such laboratory is certified in all necessary respects to perform such services.

Each Administrator choosing to use the HETL shall establish an account. Administrators shall return wipe kits containing data samples to the HETL via the U.S. Postal Service with a unique sample number and project number and referencing the Administrator's billing code. An analysis will be completed according to American Industrial Hygiene Association guidelines and methodology with a Tier I and Tier II review of the data. The preliminary results will be faxed to the Administrator and final results will be mailed via the U.S. Postal Service to the Administrator. HETL will bill the Administrator directly for the cost of analyzing and processing the dust wipes. The Administrator shall be reimbursed by MaineHousing for the cost of the dust wipes once documentation is submitted.

In the event an Administrator chooses to use a laboratory facility other than the HETL, MaineHousing will reimburse up to \$18.00 to the Administrator for each dust wipe kit submitted to such laboratory with such reimbursement to be paid only upon the Administrator's receipt of certified testing results from the non-HETL laboratory for each dust wipe submitted.

#### **2. Dust Wipe Sampling Protocols**

Administrators will be responsible for collecting dust wipe samples in accordance with federal and State sampling protocols and the requirements of this Procedural Guide. Administrators will be required to follow established procedures for submitting all lead paint dust samples to the HETL or such other laboratory facility approved by MaineHousing. In the event an Administrator uses the HETL for testing purposes, all dust wipe samples and questions should be directed to: Maine State Health and Environmental Testing Laboratory, State House Station # 12, Augusta, Maine 04333.

## **B. Occupant Protection Plan**

The Administrator shall ensure that an Occupant Protection Plan is developed for each Program Living Unit in accordance with the DEP Lead Management Regulations by the Certified Abatement Contractor. Each Occupant Protection Plan shall outline the measures, including temporary relocation, to be taken to protect the occupants of that particular Living Unit from exposure to any hazard related to Lead-based Paint. The Administrator shall submit a copy of the Occupant Protection Plan to MaineHousing upon final billing and a copy shall be kept in the Grant Recipient's project file.

In the event any Program work is being conducted in a common area of a multi-family building containing two or more Living Units, the relevant Occupant Protection Plan must indicate alternative entrances and exits that do not require passage through such common area, or the Certified Abatement Contractor shall create an uncontaminated passageway through such common area.

## **C. Building Permits**

The Administrator shall ensure that all permits needed to perform any of the work under a Lead Paint Hazard Abatement Contract, as applicable, have been obtained by the contractor prior to the commencement of the work. The Administrator shall review the Pre-Construction Conference report (State Form M) to determine whether all such permits have been obtained. The Administrator shall submit a copy of all permits to MaineHousing prior to the commencement of work and a copy shall be kept in the Grant Recipient's project file. Building permits must be visibly posted at the project site.

## **D. Essential Maintenance Plan**

The Administrator shall ensure that an Essential Maintenance Plan is developed for each Program Living Unit in accordance with MaineHousing policy. Each Essential Maintenance Plan shall outline the measures needed to ensure proper maintenance of all components addressed through the Program. Furthermore, the Paint Plus Essential Maintenance Practice Plan will outline all lead containing components and will contain information on how to maintain their condition (State Form R).

## **E. Temporary Relocation**

### **1. Administrator Responsibilities**

Administrators must take all reasonable steps to minimize the displacement of persons as a result of lead hazard abatement work and to locate lead free temporary housing. In most cases temporary relocation may be unavoidable and relocation assistance, as described below, will be required to be provided to the homeowners and/or tenants. Such assistance, when applicable, is the obligation of the Administrator. The Administrator shall incur the cost of providing temporary relocation assistance and will be reimbursed by MaineHousing for all reasonable costs incurred in providing such assistance; provided, however, that the maximum amount of reimbursable temporary relocation assistance per Living Unit is \$1,250.

When submitting a request for reimbursement for temporary relocation assistance costs, each Administrator shall submit to MaineHousing copies of all invoices as well as the signed Relocation Assistance Acknowledgement (State Form LD-C).

### **2. Relocation Services/Costs**

Where Program related work requires a homeowner and/or a tenant to temporarily relocate the administrator shall reimbursement for all reasonable expenses incurred in connection with the

temporary relocation including, but not limited to: (i) the cost of moving to and from temporary housing; (ii) monthly rent/utility costs for the temporary housing; (iii) meal costs; and (iv) fuel costs.

### **3. Relocation Time Period**

The Administrators shall be responsible for ensuring that any Program related relocation assistance continues until such time as all Program related work has been completed on that particular Living Unit and a final dust wipe clearance has been successfully achieved. Relocation may not exceed 10 calendar days. Contractors shall be responsible for any additional relocation fees when the completion date of the work under the Lead Paint Hazard Abatement Contract, has not been met.

## **SECTION 8 - MONITORING/REPORTING**

### **A. Monitoring**

MaineHousing or its authorized representatives shall have the right to conduct compliance monitoring of each Living Unit to be improved with Program funds at any time during the period of performance of the work under the Lead Paint Hazard Abatement Contract, as applicable.

### **B. Reporting Requirements**

#### **1. Monthly Progress Reports**

Administrators must provide MaineHousing with a Monthly Progress Report and Status Sheet (State Form R1) showing work in progress or completed work. The reports are due to MaineHousing on the first Friday of the month. The Monthly Progress Report and Status Sheet must provide MaineHousing with information to monitor Administrators' compliance with inspections and Program requirements.

**NOTE:** An Administrator's failure to submit the Monthly Progress Report and Status Sheet to MaineHousing within the above mentioned timeframe will result in placing wire transfer payments to the Administrator on hold until such time as the documentation is submitted to MaineHousing.

#### **2. Annual Owner Self-Certification**

MaineHousing will conduct an annual owner self-certification process to verify that the owner is complying with the ongoing maintenance and property marketing conditions in the documents executed by the owner in connection with the Grant. (Use Annual Verification of Grant Compliance form- State Form R2).



## SECTION 9 - DEFINITIONS

As used in this Procedural Guide, the following defined terms shall have the following meanings:

<b>Abatement</b>	Any set of measures designed to permanently eliminate Lead-based Paint Hazards in accordance with standards established by appropriate State and federal agencies, including, but not limited to, (a) the removal of Lead-based Paint and Lead Contaminated Dust; (b) the permanent containment or encapsulation of Lead-based Paint; (c) the replacement of lead-painted surfaces or fixtures; (d) the removal or covering of Lead Contaminated Soil; and (e) all preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures. For purpose of this definition, “permanently” means for at least 20 years.
<b>Accessible Surface</b>	An interior or exterior surface painted with Lead-based Paint that a young child could mouth or chew.
<b>Administrator</b>	Any one of the following three community action agencies chosen by MaineHousing to administer the Program in the following corresponding counties of the State: <ul style="list-style-type: none"><li>• <b>Aroostook Community Action Program</b> (Aroostook County);</li><li>• <b>Community Concepts, Inc.</b> (Androsoggin, Cumberland, Franklin, Oxford and York Counties);</li><li>• <b>Penquis C.A.P., Inc.</b> (Hancock, Kennebec, Knox, Lincoln, Penobscot, Piscataquis, Sagadahoc, Somerset, Waldo and Washington Counties).</li></ul>
<b>Applicant</b>	Any individual or entity who has submitted a written application for a Grant, and any individual who is expected to live in an Eligible Residence.
<b>Application</b>	A completed Program application submitted to an Administrator by an Applicant, in the form required by MaineHousing and in accordance with the Procedural Guide.
<b>Asbestos</b>	A group of naturally occurring minerals that separate into fibers of high tensile strength and are resistant to heat, wear, and chemicals, including, but not limited to, the asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-gunerite (amosite), anthophyllite, actinolite, tremolite, and any of these minerals that have been chemically treated or altered.
<b>Asbestos Abatement Contractor</b>	A business entity licensed by the department that engages in, or intends to engage in, asbestos abatement activities as a business service and that employs or involves one or more asbestos abatement project supervisors, asbestos abatement workers, asbestos abatement design consultants, asbestos air monitors, or asbestos inspectors for asbestos abatement activities:

<b>Asbestos Inspector</b>	A department-certified individual whose activities include, but are not limited to, collecting bulk samples and assessing the potential for exposure associated with the presence of asbestos containing material.
<b>Building Permit</b>	Any permit needed for proper rehabilitation or construction of a project under the Program.
<b>Certified Abatement Contractor</b>	A contractor, inspector, or supervisor who has completed a Lead-based Paint abatement training program certified by the appropriate federal agency and has met all requirements for Lead-based Paint abatement certification or licensure established by the appropriate federal agency or who has been certified by the DEP under a Lead-based Paint abatement training program which has been found by such federal agency to be at least as rigorous as the federal certification program; and workers or designers who have fully met training requirements established by the appropriate federal agency.
<b>Co-Head of Household</b>	Any head of household who is not also an Applicant but who is a co-head of household in a Living Unit for which an Application has been submitted.
<b>Maine Lead Paint Hazard Abatement Program (N261) Administration Contract</b>	Maine Lead Paint Hazard Abatement Program Administration Contract entered into by and between MaineHousing and each Administrator.
<b>DEP</b>	Maine Department of Environmental Protection.
<b>DEP Lead Management Regulations</b>	DEP Maine Solid Waste Management Rules, Chapter 424, Lead Management Regulations, as last revised October 3, 2016 and as may be further revised.
<b>Deteriorated Paint</b>	Any interior or exterior Lead-based Paint that is peeling, chipping, chalking or cracking or any Lead-based Paint located on an interior or exterior surface or fixture that is damaged or deteriorated.
<b>Eligible Residence</b>	A Living Unit containing Lead-based Paint Hazards, Lead Contaminated Dust or an Accessible Surface. The Living Unit must have running water, heat, electrical service, cooking, sleeping, and separate bathroom facilities.
<b>Escrow Agreement</b>	An agreement among the Administrator, owner of a single-family home or multi-family building, and contractor which governs disbursements of Program funds to pay lead hazard abatement.
<b>Essential Maintenance Plan</b>	A prescribed program of routine maintenance activities, including worker training and work practice requirements, designed to prevent the creation or development of lead hazards.
<b>Grant</b>	Program funds made available in the form of a Grant to the owner of an eligible property occupied by households with income(s) at or below 100% of AMI.
<b>Grant Recipient</b>	An owner of a property that has been approved for a Grant.

<b>Gross Household Income</b>	The total household annual income as computed in accordance with the requirements contained in the Procedural Guide.
<b>HETL</b>	State of Maine Health and Environmental Testing Laboratory.
<b>HUD</b>	United States Department of Housing and Urban Development.
<b>Lead Inspector</b>	A DEP certified and licensed individual who conducts lead inspections, lead determinations, clearance examinations, and lead safe evaluations.
<b>Lead Inspection</b>	A surface-by-surface investigation to determine the presence of lead-based paint as provided in section 4822(c) of the Lead-Based Paint Poisoning Prevention Act, 42 USC §4821 <i>et seq.</i> , as may be amended.
<b>Lead-based Paint</b>	Paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight, as provided in 24 CFR Part 35 §35.110 (definition of “Lead-based Paint”).
<b>Lead-based Paint Hazard</b>	Any condition that causes exposure to lead from Lead Contaminated Dust, Lead Contaminated Soil, Deteriorated Paint, Accessible Surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate federal agency.
<b>Lead Contaminated Dust</b>	Surface dust in Living Units that contains an area or mass concentration of lead in excess of levels determined by the appropriate State and/or federal agency to pose a threat of adverse health effects in pregnant women or young children.
<b>Lead Contaminated Soil</b>	Bare soil on residential property that contains lead at or in excess of the levels determined to be hazardous by the appropriate State and/or federal agency.
<b>Lead Design Plan</b>	The lead hazard abatement design plan prepared for each property to be assisted with Program Funds in accordance with the Procedural Guide.
<b>Lead Risk Assessor</b>	A DEP certified and licensed individual who can perform inspections for lead, plus as part of a risk assessment they can identify different ways in which the lead and lead hazards can be reduced or eliminated.
<b>Living Unit</b>	A comprehensive residential dwelling unit containing cooking, sleeping, and separate bathroom facilities, including a single-family home or an apartment unit.
<b>MCLPPP</b>	Maine Childhood Lead Poisoning Prevention Program.
<b>MUBEC</b>	The Maine Uniform Building and Energy Code, 10 MRSA §9721 <i>et seq.</i>
<b>MaineHousing</b>	Maine State Housing Authority.
<b>Multi-Family Building</b>	Any building containing two or more Living Units.

<b>Occupant Protection Plan</b>	The occupant protection plan required under Section 6.B(3) of the DEP Lead Management Regulations, which plan shall also include any temporary relocation assistance to be provided to an Applicant.
<b>Procedural Guide</b>	Set of instructions, guidelines, terms and conditions for the administration of Grants, including all amendments and supplements hereto.
<b>Program</b>	Maine Lead Paint Hazard Abatement Program (N261).
<b>Program Bulletins</b>	Program updates that MaineHousing may circulate from time to time.
<b>Risk Assessment</b>	On-site investigation to determine and report the existence, nature, severity, and location of Lead-based Paint Hazards in the Living Unit, in common areas and on the exterior through dust wipe samples, water testing and soil testing.
<b>State</b>	State of Maine.
<b>VEBL</b>	Venous elevated blood level.