

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
 MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

OWNER APPLICATION

Date _____

Community Action Agency (CAA):

Questions should be directed to:

CAA Name: _____

CAA Rep Name _____

CAA Address: _____

Street, City, State, Zip

CAA Rep Title _____

CAA Rep Phone _____

CAA Rep Email _____

INSTRUCTIONS: Return completed and signed Application to the above-named CAA.

I. APPLICANT (OWNER) INFORMATION

1. List all owners of the property as reflected on the property deed.

Owner Name (as reflected on property deed)

Co-Owner Name (as reflected on property deed)

_____ Entity or Owner (First MI Last)

_____ Entity or Owner (First MI Last).

Mailing Address _____

Street, City, State, Zip

Mailing Address _____

Street, City, State, Zip

Home Phone _____

Home Phone _____

Work Phone _____

Work Phone _____

Owner Age _____

Co-Owner Age _____

If Owner is an entity, list member name(s) and % of ownership	
_____	%
_____	%
_____	%

If Co-Owner is an entity, list member name(s) and % of ownership	
_____	%
_____	%
_____	%

2. This section 2 must be completed if Owner's unit is to be enrolled. If Owner's unit is not to be enrolled than skip this Section I(2) and complete Section II, Property Information.

a. Total number in house (including you) _____

b. Do children under six years of age reside in the home? Yes No

c. List all children in the household, full-time student status, age, blood levels, & MaineCare coverage

Name(s) of Child (age 18 or younger)	Full time student?	Age	Blood Lead Levels VEBL's ug/dl	Covered by MaineCare?
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

d. Does the home serve as a child care location? Meaning, does a child other than the Applicant's 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

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

II. PROPERTY INFORMATION

1. Address of Property to be abated:

Address _____

Street, City, State, Zip

County _____

2. Dwelling:

Single-Family

Multi-Family # of Units: _____

Outbuildings: Yes No

3. Year Built: _____ Unknown

III. INCOME

Owner must provide the Income information if Owner's unit is to be enrolled into the Lead Program.

Owner of Multi-Family units enrolled in the Lead Program do not need to complete income information if the Owner's unit is not enrolled in the Lead Program. However, if the Owner needs assistance above the Lead Program Grant limits and Owner claims he/she cannot afford to pay the difference between the Lead Program Grant amount and total project cost, then Owner will be required to provide supporting documentation to demonstrate financial hardship.

1. Owner Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____	Employer Phone _____
Employer Address _____	Position _____
<i>Street, City, State, Zip</i>	No. of Years _____

2. Co-Owner Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____	Employer Phone _____
Employer Address _____	Position _____
<i>Street, City, State, Zip</i>	No. of Years _____

3. Other Occupant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____	Employer Phone _____
Employer Address _____	Position _____
<i>Street, City, State, Zip</i>	No. of Years _____

4. Gross Income (Owner must provide verification of all income):

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

*If self-employer, please provide most recent 2 years of completed tax returns including Schedule C.

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

IV. ACKNOWLEDGEMENT, CERTIFICATION AND AUTHORIZATION

1. Acknowledgement:

- (1) I/We specifically acknowledge and agree that MaineHousing has the right to verify any information contained in this Application.
- (2) I/We understand that it may be a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of the United States Criminal Code.
- (3) I/We consent to and authorize the CAA and MaineHousing, after giving reasonable notice, to enter the property to determine the scope of work that needs to be done to the property, as well as inspect the work performed at the property. I/we understand that the selection of a contractor and the acceptance of the materials used and the work performed is my/our responsibility, and neither the CAA nor MaineHousing guarantees the quality of workmanship performed at the property.
- (4) I/We also understand that the funds provided by the Lead Program may not be sufficient to address all lead hazards in or around the Property and that, I/we will be responsible for providing any additional funds that may be necessary to address all such hazards.
- (5) I/we understand that MaineHousing reserves the right to deny any project if completion of project cannot be met under Lead Program funding guidelines. MaineHousing will review each project on a case by case basis.
- (6) I/We understand that this Application shall remain with the CAA to which it is submitted and/or MaineHousing.
- (7) I/We understand that consumer reports (Merchant's Report) may be obtained in connection with this Application by the CAA.
- (8) I/We, acknowledge that I/we have received a copy of the United States Environmental Protection Agency pamphlet entitled *Protect Your Family from Lead in Your Home*.

2. Certification: I/We certify that the statements contained in this Application are true, accurate, and complete to the best of my/our knowledge and belief. I/We certify that I/we have read, understand, and agree to the responsibilities and information contained in the *Applicant Information* (Appendix A-2) to this Application.

3. Statement of Release: I authorize the CAA, on behalf of the Lead Program, to contact any employer, town official, financial institution, or other agency deemed necessary to obtain information or verification required to complete my request for housing repairs/replacement. This Statement of Release shall be valid from the date of my/our signature(s) below.

Signed by all owners of the property

Signature of Applicant (Owner)

Date

Signature of Co-Applicant (Co-Owner)

Date

V. Applicant Demographic Profile

The following information is required by the Federal Government for certain types of loans related to a dwelling or order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish the information, under federal regulations the lender is required to note race or national origin and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below.

I do not wish to furnish this information

Yes No

Head of Household (check all that apply)

Sex of Head of Household

Male

Female

- Single
- Married
- Elderly
- Single Parent with Children
- Two Parents with Children
- Other (specify) _____

Ethnicity:

Hispanic or Latino

Not Hispanic or Latino:

Physically Disabled Head of Household Yes No

Displaced Homemaker* Yes No

of Household Members _____

Race:

- White
- Black/African American
- American Indian/Alaska Native
- Asian
- Native Hawaiian/Other
- Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- Other Multi-Racial

*A displaced homemaker means an adult individual who: has not worked full-time, full-years in the labor force for a number of years but has, during such years, worked primarily without pay to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

Office Use Only

The Gross Income as calculated pursuant to this Application has been verified by the CAA to be: \$ _____

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

CAA Representative Signature

Date

CAA Representative Name

APPENDIX A
(Retained by the Applicant)

MAINE STATE HOUSING AUTHORITY
NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

Safeguarding information in this age of technology presents new challenges for all of us. But at 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.

TENANT INFORMATION

UNIT 1

Tenant Name _____
First MI Last

Co-Tenant Name _____
First MI Last

Apt/Unit # _____

Mailing Address _____
Street, City, State, Zip

Home Phone _____

Email _____

Are children under 6 in the unit? Yes No

Are the children covered by MaineCare? Yes No

Household Size: _____ AMI: _____

Maximum Eligible Income: \$ _____

Funding	Interior	Exterior	Total
Federal Lead Grant			
Healthy Homes Grant			
Federal Lead Owner Obligation			
Federal Lead Total			
State Lead Grant			
State Lead Owner Match			
State Lead Owner Obligation			
DHHS			
State Lead Total			
Leveraged Funds			
UNIT TOTAL			

UNIT 3

Tenant Name _____
First MI Last

Co-Tenant Name _____
First MI Last

Apt/Unit # _____

Mailing Address _____
Street, City, State, Zip

Home Phone _____

Email _____

Are children under 6 in the unit? Yes No

Are the children covered by MaineCare? Yes No

Household Size: _____ AMI: _____

Maximum Eligible Income: \$ _____

Funding	Interior	Exterior	Total
Federal Lead Grant			
Healthy Homes Grant			
Federal Lead Owner Obligation			
Federal Lead Total			
State Lead Grant			
State Lead Owner Match			
State Lead Owner Obligation			
DHHS			
State Lead Total			
Leveraged Funds			
UNIT TOTAL			

UNIT 2

Tenant Name _____
First, MI Last

Co-Tenant Name _____
First MI Last

Apt/Unit # _____

Mailing Address _____
Street, City, State, Zip

Home Phone _____

Email _____

Are children under 6 in the unit? Yes No

Are the children covered by MaineCare? Yes No

Household Size: _____ AMI: _____

Maximum Eligible Income: \$ _____

Funding	Interior	Exterior	Total
Federal Lead Grant			
Healthy Homes Grant			
Federal Lead Owner Obligation			
Federal Lead Total			
State Lead Grant			
State Lead Owner Match			
State Lead Owner Obligation			
DHHS			
State Lead Total			
Leveraged Funds			
UNIT TOTAL			

UNIT 4

Tenant Name _____
First, MI Last

Co-Tenant Name _____
First MI Last

Apt/Unit # _____

Mailing Address _____
Street, City, State, Zip

Home Phone _____

Email _____

Are children under 6 in the unit? Yes No

Are the children covered by MaineCare? Yes No

Household Size: _____ AMI: _____

Maximum Eligible Income: \$ _____

Funding	Interior	Exterior	Total
Federal Lead Grant			
Healthy Homes Grant			
Federal Lead Owner Obligation			
Federal Lead Total			
State Lead Grant			
State Lead Owner Match			
State Lead Owner Obligation			
DHHS			
State Lead Total			
Leveraged Funds			
UNIT TOTAL			

PROJECT FUNDING SUMMARY

Click boxes if there are funds. Check boxes will auto-populate. State Lead check-boxes are on CAA doc checklist page.

Project Funding	
<input type="checkbox"/> Federal Lead Grant	\$ _____
<input type="checkbox"/> Healthy Homes Grant	\$ _____
<input type="checkbox"/>	
<input type="checkbox"/> Federal Owner Obligation	\$ _____
Federal Lead Total	\$ _____
<input type="checkbox"/> State Lead Grant	\$ _____
State Lead Owner Match	\$ _____
State Lead Owner Obligation	\$ _____
DHHS	\$ _____
State Lead Total	\$ _____
Leveraged Funds	\$ _____

State Lead Match Criteria

10% Non-Abatement
 25% Abatement
 Waived

Total Owner Obligation	\$ _____
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Agreement/Constructions Contract	
Grant Amount	\$ _____
Contract Amount	\$ _____
Contract/Agreement Date	_____
Interior Start Date	_____
Interior End Date	_____
Exterior Start Date	_____
Exterior End Date	_____

Change Orders

Federal Lead Change Order #1	\$ _____
Federal Lead Change Order #2	\$ _____
State Lead Change Order #1	\$ _____
State Lead Change Order #2	\$ _____
Final Contract Amount	\$ _____

PROJECT TOTAL	\$ _____
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Funding Source	Total Interior	Total Exterior	Total
Federal Lead Grant	\$	\$	\$
Healthy Homes Grant	\$	\$	\$
Federal Lead Additional Project Costs <i>(Owner Obligation)</i>	\$	\$	\$
State Lead Grant	\$	\$	\$
State Lead Owner Match	\$	\$	\$
State Lead Additional Project Costs <i>(Owner Obligation)</i>	\$	\$	\$
DHHS	\$	\$	\$
CONTRACT AMOUNT	\$	\$	\$
Leveraged Funds	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

PROJECT SUMMARY SHEET FOR MULTI-FAMILY PROJECTS

INSTRUCTIONS: Complete this Project Cover Sheet and the forms contained in this bundle will auto-populate. The Project Cover Sheet does not contain all the fields needed to completely populate forms. Review the forms, provide missing data. Forms not contained in the bundle can be downloaded from the CAA Portal.

PROPERTY

<input type="checkbox"/> Multi-Family (and Single Family Rentals)	# Units _____	Does Owner reside at the property?	Yes	No
Property Address: _____		Are children under 6 at the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		Are the children covered by MaineCare?	Yes	<input type="checkbox"/> No
		Is property under abatement order?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Applicant (Owner)

Entity or Owner First Name MI Last Name

Mailing Address: _____

Street, City, State, Zip

Home Phone _____

Work Phone _____

Email _____

Co-Applicant (Co-Owner)

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

Mailing Address: _____

Street, City, State, Zip

Home Phone _____

Work Phone _____

Email _____

COMMUNITY ACTION AGENCY (CAA/ESCROW AGENT)

CAA Name

Mailing Address: _____

Street, City, State, Zip

CAA Rep Name _____

CAA Rep Phone _____

CAA Rep Email _____

CAA Rep Title _____

Lead Designer Name _____

Lead Designer Phone _____

Lead Designer Fax _____

Lead Designer Email _____

LEAD REDUCTION/ABATEMENT CONTRACTOR

Company Name

Mailing Address: _____

Street, City, State, Zip

Phone _____

Rep Name _____

Rep Phone _____

Rep Email _____

NOTES/COMMENTS

MAINEHOUSING LEAD PROGRAMS BABA CHECKLIST

(This Form Only Applies When Total Project Assistance is \$250,000 or Less):

Applying BAP and HUD Waivers to a
Office of Lead Hazard Control and Healthy Homes (OLHCHH) funded project

Project Location:

CAA:

Total Project Assistance:

Step 1: Does BABA Apply?

Is this an infrastructure project, as defined by BABA?

Infrastructure projects are projects that involve construction, alteration, maintenance, or repair of buildings and real property (and other types of infrastructure) in the United States. For OLHCHH grants, this includes lead hazard reduction activities and healthy homes interventions.

YES

NO

If **YES**, proceed to Step 2.

If **NO**, BAP does not apply. Sign below and the Checklist is complete.

Signature
Name and Title:

Date

Step 2: Funding Source

Check funding sources included in this project:

- Community Development Block Grant Formula Programs (CDBG)
- Community Project Funding (CPF)/Economic Development Initiatives (EDI)
- Lead Hazard Reduction
- Health Homes Production Grant

If none of these funding sources apply, BAP does not apply.

If one of these funding sources apply, proceed to Step 3.

Step 3: Small Grant Waiver

Is the total project assistance less than \$250,000 (including **all sources** of funding)?

YES NO, If Greater than \$250,000 Use Large Project Form.

FOR MAINEHOUSING USE ONLY

Small Grant Waiver approved or denied:

- Approved
- Denied

Date:

Name:
Title:

Step 4: Compliance

All backup documentation for the Small Grant Waiver, in addition to this form must be stored in the project files.

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
 MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

PHASE 1– MULTI-FAMILY DOCUMENT CHECKLIST

Applicant (Owner) _____	CAA _____
Property Address _____	Date Submitted _____
Program Type(s):	DHHS
<input type="checkbox"/> Federal Lead	<input type="checkbox"/> State Lead (N261)
<input type="checkbox"/> State Lead (Z267)	<input type="checkbox"/> Healthy Homes

	Document Reference	FEDERAL LEAD	STATE LEAD	DHHS
FILE SECTION 1 (Owner)				
Owner Application	Appendix A	X	X	X
Authorization to Release Information (Owner)	Appendix E	X	X	X
Proof of Ownership (<i>Property Deed and/or tax bill</i>)	Owner	X	X	X
Proof of Insurance (<i>homeowners insurance information</i>)	Owner	X	X	X
Income Self-Certification	Owner Occupant		X	X
Merchants Report	CAA	X	X	X
Notice of Preliminary Grant Approval	Appendix LD-1	X	X	X
Grant Agreement	Appendix LD-2	X	X	X
Declaration of Covenants and Restrictions (<i>signed</i>)	Appendix H	X	X	X
FILE SECTION 2 (Invoices, Checklists, Waivers, Tenant)				
Project Summary Sheet	Appendix 1	X	X	X
Phase 1 Billing Invoice	Appendix 1A	X	X	X
Phase 1 Multi-Family Document Checklist	Appendix 1B-MF1	X	X	X
Waivers (<i>if applicable</i>)	Appendix K	X	X	X
Tenant Application	Appendix B	X	X	X
Income Eligibility Documents (<i>State Lead and DHHS may self-certify</i>)	Owner Occupant /Tenants	X		
Tenant Blood Testing Release Form (<i>children only</i>)	Appendix D	X	X	X
MaineCare Eligibility Letter(s) (<i>children only</i>) (<i>if applicable</i>)	As of Nov 2022			X
Children Under 6 Years Old Visiting Certification	Appendix G	X	X	X
Relocation Assistance Acknowledgement	Appendix LD-C	X	X	X
FILE SECTION 3 (Contractor)				
Construction Contract	Appendix C-A	X	X	X
Healthy Homes Compliance Agreement (<i>if applicable</i>)	Appendix HH6	X		
Construction Escrow Agreement	Appendix C-B	X	X	X
Lead Design Plan Specifications	Exhibit C	X	X	X
Healthy Homes Design Plan (<i>if applicable</i>)	CAA	X		
Pre-Construction Report	Appendix M	X	X	X
FILE SECTION 4 (Reports, Designs & Plans)				
Lead Paint Inspection and Risk Assessment Report	CAA	X	X	X
Bid Package (<i>including Refusal to Bid, if any</i>)	Appendix Y/ CAA	X	X	X
Bid Tabulation Sheet	Appendix J	X	X	X
Asbestos inspection documentation (<i>if applicable</i>)	CAA	X	X	X
FILE SECTION 5 (Federal and State Compliance, Healthy Homes)				
SHPO	CAA	X	X	X
BABA small or large project form	CAA	X		
FILE SECTION 6 (Photos, Correspondence)				
Colored Photo(s) of pre-project	CAA	X	X	X
Correspondence	CAA/MaineHousing	X	X	X

CAA certifies that the originals of all documents listed are retained with the project file located at the CAA office. CAA further certifies that documents not included on this Document Checklist, but required by program regulations as referenced in MaineHousing’s *Lead Program Guidance and Procedures*, are maintained in the Applicant(s) project file at the CAA’s office. These documents are subject to periodic inspection by MaineHousing.

 CAA Representative Signature

 Date

 CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

MULTI-FAMILY APPLICANT INFORMATION

INSTRUCTIONS: This *Applicant Information Form* describes the Lead Hazard Reduction Grant Program (Federal Lead) and Maine Lead-Paint Hazard Abatement Program (State Lead), collectively referred to as the “Lead Program,” requirements and provides a list of things that property owners need to know, and need to do before making a commitment to receive funds from the Lead Program. The Community Action Agency will access the needs of the Applicant and make Lead Program funding recommendation based on Lead Program eligibility requirements. Applicants should retain this *Applicant Information* with their records.

1. HOW THE PROGRAM WORKS

MaineHousing’s Lead Program is administered by Community Action Agencies (CAA). The CAA will take an *Owner Application*, perform all necessary eligibility verifications, and inspect the work as it is being performed. After the Owner has signed all necessary documents and if all guidelines are met, MaineHousing will fund the project with Federal Lead Program and/or State Lead Program funds being held on the Owner’s behalf. MaineHousing uses funds from the U.S. Department of Housing & Urban Development, Real Estate Transfer Tax and other state and federal funds to provide funding for the Lead Program.

2. FEDERAL LEAD PROGRAM GENERAL INFORMATION

- a. Federal Lead Grants are available to eligible property owners of rental properties (Owner). The maximum number of rental units a for-profit or non-profit Owner can enroll is ten. The maximum Federal Lead Grant amount an owner can receive is \$10,000 per unit or \$100,000. Owners who have enrolled 10-unit limits under a separate grant are eligible to enroll an additional 10 units, which can consist of different properties. Owners will be required to lease the enrolled units to low-income families for a period of three years and must sign a *Declaration of Covenants and Restrictions* promising such.
- b. If costs exceed \$10,000 per unit, Owners must pay the difference. If Owners cannot or refuse to pay the difference, MaineHousing reserves the right to deny the project. The cost of Lead Program inspections and abatement design will be funded by MaineHousing for eligible rental units and is not included in the Federal Lead Grant amount. MaineHousing may also help with the costs of tenant relocation during the lead hazard control work.
- c. Owners must also provide proof of building ownership and property insurance (e.g., current property tax bill). Owners also must agree to pay all taxes due on the Property and keep the Property free from all future claims against it.
- d. Owners must agree to keep the Property in good condition and make all repairs needed to comply with local code requirements
- e. If the Owner transfers title, refinances, foreclosed on, sells the property or breaks the affordability requirements prior to the maturation of the three-year Grant term, MaineHousing may recoup the Grant funds.
- f. The Owner is be required to sign several documents, including an *Application*, a *Declaration of Covenants*, grant documents, a *Construction Contract* and other documents necessary for completion of lead hazard control work.
- g. The Owner must agree to lease at least 50% of the Lead Program units to tenants with a household income at or below 50% of the area median income as established by United States Department of Housing and Urban Development (“HUD”) guidelines and which guidelines I acknowledge are maintained by the MaineHousing, and agree to lease the remaining rental units to tenants with household incomes at or below 80% of the area median income as established by HUD. If for any reason the 50/50 area median income requirement explained above cannot be met, Owners must obtain a “waiver” from MaineHousing.
- h. The Owner must agree to screen prospective tenants to determine income eligibility so that income requirements are satisfied, and agree to verify tenant income eligibility with MaineHousing to confirm that the income requirements are being satisfied as often as may be required by MaineHousing.
- i. The Owner must agree to advertise vacant/vacated LEAD Program Units on the MaineHousingsearch.org website and to include in the advertisement that the Program Unit has been lead abated, priority will be given to those families with children under the age of 6 years, and the household must be income eligible for the Program Unit.

3. STATE LEAD PROGRAM GENERAL INFORMATION

- a. State Lead Grants are available to eligible Owners of rental properties. The maximum State Lead 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 (4) years and must sign a *Declaration of Covenants and Restrictions* promising such.
- b. If costs exceed \$15,000 per unit, owners must pay the difference. If Owners cannot or refuse to pay the difference, MaineHousing reserves the right to deny the project. The cost of lead paint inspections and abatement/remediation design will be funded by MaineHousing for eligible rental units and not included in the State Lead Grant amount. MaineHousing may also help with the costs of tenant relocation during the lead hazard abatement work.
- c. An Owner of property that receives lead abatement assistance under the State Lead 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.

- d. For a period of no less than four (4) years, beginning on the date on which the State Lead Grant is awarded, Owner must agree to lease 100% of the Lead 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.
- e. The Owner must agree to limit the monthly rental charges in the Lead 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.
- f. Owners must also provide proof of building ownership (e.g. a property deed). Owners must also agree to pay all taxes due on the Property and keep the Property free from all future claims against it.
- g. Owners must agree to keep the Property in good condition and make all repairs needed to comply with local code requirements
- h. Owners will be required to sign several documents, including an *Application*, a *Declaration of Covenants*, grant documents, a *Construction Contract* and other documents necessary for completion of lead hazard control work.
- i. If the Owner transfers title, refinances, foreclosed on, sells the property or breaks the affordability requirements prior to the maturation of the four-year State Lead Grant term, MaineHousing may recoup the Grant funds.

4. TEMPORARY RELOCATION

- a. Owners must advise tenants living in units that are enrolled into the program, that they will have to be relocated during the work. Owners are strongly encouraged to seek vacant units for the temporary placement of families during the work.
- b. Tenants may be eligible for federally-funded grants of up to \$1,450 or state-funded grants of up to \$1,250 to help with temporary relocation costs.
- c. It is the Owner’s responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- d. Owners and tenants may have to move furniture and belongings out of work areas so that the contractor can perform the work. Owners and tenants must find alternative housing for pets.

5. RETURNING HOME

The Owner (and 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 property. This can be done safely while the occupants live in the home.

6. ACKNOWLEDGEMENT OF LIMITED FUNDS

Funds being provided to me/us under the Lead Program may not be sufficient to address all lead hazards in or around the Property. The Owner will be responsible for providing any additional funds which may be necessary to address all such hazards. MaineHousing reserves the right to deny any project if completion of project cannot be met under Program funding guidelines. MaineHousing will review each project on a case by case basis.

7. OTHER REQUIREMENTS

- a. Property insurance is required for all properties enrolled in the Lead Program.
- b. Owners with properties located in a FEMA recognized Special Flood Hazard Area will not be allowed to participate in the Federal Lead Program.
- c. Only qualified, licensed abatement contractor can perform the work. Owners cannot use grant proceeds to pay for his/her 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.
- d. Work cannot commence until the *Application* is approved **AND** the required Lead Program Grant documents and other required Federal Program Grant documents have been signed. Any work started prior to Lead Program Grant closing will not be funded by MaineHousing.
- e. 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.
- f. Site visits will be conducted by staff from the CAA and MaineHousing during the construction phase.

8. CONTRACTOR PROPOSALS

- a. The CAA will obtain 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 and or a Lead Smart Renovator (if the type of work allows for a Lead Smart Renovator).
- b. Owners should check the Contractor’s past performance through references and the Better Business Bureau. The CAA may be able to assist.
- c. The CAA will award the project to the lowest bidder. If Owners choose a contractor whose bid is higher than another, **the Owner will be responsible** for paying the difference between the low bid and the bid the Owner chooses.

9. CONTRACTS

MaineHousing's Federal Lead Program and State Lead Program require a *Construction Contract* to be signed by the Owner and the chosen contractor. The CAA will provide the *Construction Contract*.

10. CONTRACTOR PAYMENTS

- a. 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.
- b. The Owner, the chosen contractor and the CAA will enter into a *Construction Escrow Agreement*. This enables the CAA to hold and distribute the construction funds on the Owner's behalf and in accordance with program rules.

11. RESOLUTION OF DISPUTES

The dispute will be resolved in accordance with the terms outlined in the Construction Contract. The CAA is initially responsible for resolving disputes. If a dispute arises concerning the provisions of the signed *Construction Contract* or the performance by the parties, contact the CAA immediately and describe the complaint. If the CAA is unable to informally resolve the dispute, the CAA will assist the parties through the following process:

- a. *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 the CAA first, not MaineHousing.
- b. *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.
- c. *Dispute Resolution*. The lead hazard construction contract and/or the general construction contract between the contractor and the Owner will contain three (3) options to resolve a dispute: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision, 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit., 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and the CAA will arrange the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract as soon as possible after the informal conference. The parties shall be responsible for splitting the cost of the dispute resolution option agreed upon in the Construction Contract.

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

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

DECLARATION OF COVENANTS AND RESTRICTIONS

Grantee _____

Co-Grantee: _____

Address: _____

Address: _____

Rental Property Address: _____

This Declaration of Covenants and Restrictions (“Declaration”) is made the above-named Grantee(s) residing at the above-identified mailing address(es) (which term shall mean the Applicant(s) under the Maine State Housing Authority (MaineHousing) Lead Hazard Reduction Grant Program (Federal Lead Program) and/or Maine Lead Paint Hazard Abatement Program (State Lead Program), collectively referred to as the “Lead Program,” to induce MaineHousing, with a mailing address of 26 Edison Drive, Augusta, Maine 04330, which term shall include its successors and assigns, to grant funds to the Grantee under MaineHousing’s Lead Program.

Whereas, Grantee is the owner of a above referenced rental housing property (“Property”) and made application for a Lead Program grant; and

Whereas, MaineHousing may provide State Lead Program grants up to \$15,000 per unit and/ Federal Lead Program grants up to \$10,000 per unit for the for the abatement of lead paint hazards in the Property (“Program Units”); and

Whereas, in consideration of the benefit received by Grantee from the Lead Program, Grantee has agreed to abide by the covenants and restrictions set forth in this Declaration.

Now, therefore, Grantee hereby agrees as follows:

1. Enforceability of Covenants

The covenants and restrictions set forth in this Declaration are intended to be and shall be considered covenants that run with the real estate described in **Exhibit A** attached hereto and made a part hereof and shall bind all subsequent owners of the real estate described in **Exhibit A** for the Declaration Period as defined herein. The covenants of Grantee set forth herein are enforceable by MaineHousing as a contract beneficiary. The covenants and restrictions set forth herein shall survive a sale, transfer, or other disposition of the Property by Grantee, except that such covenants and restrictions shall not survive a sale or transfer by foreclosure to a party other than Grantee or any member of Grantee’s household or a transfer by deed in lieu of foreclosure.

2. Covenants and Restrictions

Grantee is the recipient of a Federal Lead Program Grant and agree to the following:

Grantee hereby covenants and agrees that for three (3) years from the date of the recording of this Declaration in the applicable County Registry of Deeds, the following conditions and restrictions will be and remain in effect and Grantee shall be bound thereby.

- a. Grantee agrees to lease at least 50% of the Program Units to tenants with a household income at or below 50% of the area median income as established by United States Department of Housing and Urban Development (“HUD”) guidelines and which guidelines I acknowledge are maintained by the Administrator, and agree to lease the remaining Program Units to tenants with household incomes at or below 80% of the area median income as established by HUD. If for any reason the 50/50 area median income requirement explained above cannot be met, I will obtain a “waiver” from the Program Administrator.
- b. Grantee agrees to screen prospective Program Unit tenants to determine income eligibility so that income requirements are satisfied, and agree to verify tenant income eligibility with the Program Administrator to confirm that the income requirements are being satisfied as often as may be required by the Program Administrator.
- c. Grantee agrees to advertise vacant/vacated Program Units on the MaineHousingsearch.org website and to include in the advertisement that the Program Unit has been lead abated, priority will be given to those families with children under the age of 6 years, and the household must be income eligible for the Program Unit.

- d. Grantee agrees to pay all taxes due on the Property and keep the Property free from all future claims against it.
- e. Grantee agrees to keep the Property in good condition and make all repairs needed to comply with local code requirements

Grantee is the recipient of a State Lead Program Grant and agree to the following:

Grantee hereby covenants and agrees that for four (4) years from the date of the recording of this Declaration in the applicable County Registry of Deeds, the following conditions and restrictions will be and remain in effect and Grantee shall be bound thereby:

- a. 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.
- b. 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.
- c. Grantee agrees to pay all taxes due on the Property and keep the Property free from all future claims against it.
- d. Grantee agrees to keep the Property in good condition and make all repairs needed to comply with local code requirements

3. Remedies for Breach by Grantee

MaineHousing and any tenant who meets the income qualifications contained herein shall be entitled to all rights and remedies available at law and in equity, including injunctive relief and specific performance, to enforce the covenants and obligations of Grantee and the restrictions set forth in this Declaration.

4. Discharge

- Grantee is the recipient of a Federal Lead Program Grant**, this Declaration shall automatically expire and have no force or effect three (3) years from the date of recording with no additional action necessary by any party.
- Grantee is the recipient of a State Lead Program Grant**, this Declaration shall automatically expire and have no force or effect four (4) years from the date of recording with no additional action necessary by any party.

By: _____

Date: _____

Grantee Name: _____

Witness: _____

Its: _____

By: _____

Date: _____

Co-Grantee Name: _____

Witness: _____

Its: _____

State of Maine
County of _____

Date: _____

Personally appeared before me the above-named _____
of _____ and gave oath to the foregoing and acknowledged before me the foregoing to be his/her free act and deed [in his/her said capacity] [and the free act and deed of _____].

Notary Public/Attorney-at-Law

Printed name: _____

Commission expires: _____

**EXHIBIT A TO DECLARATION OF COVENANTS AND RESTRICTIONS
LEGAL DESCRIPTION OF PROPERTY**

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

NOTICE OF GRANT PRE-APPROVAL

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____

CAA Rep Name: _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

Project Type: Single-Family Multi-Family

Applicant (Owner): _____

Co-Applicant: _____

Address: _____

Address: _____

Property: _____

Grant Amount: \$ _____

Your application for one or more of the following Lead Program Grants with the above-named CAA has been reviewed and approved as follows:

TOTAL FUNDS	\$
--------------------	-----------

You will need to bring the following documents with you to the Closing (if applicable):

1. _____
2. _____
3. _____
4. _____

Your Closing is scheduled on:

Date: _____ **Place:** _____

Time: _____

It is important that you bring the above-mentioned items (if applicable) to the Grant closing to avoid any delays. If you have any questions, please contact your CAA Representative prior to your Closing date.

Signature of CAA Representative

Date

CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

CONSTRUCTION CONTRACT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Escrow Agent (CAA): _____ CAA Rep Name: _____
_____ CAA Rep Title: _____
Project Type: Single-Family Multi-Family CAA Rep Phone: _____
CAA Rep Email: _____

Applicant: _____	Co-Applicant: _____
Address: _____	Address: _____
Property: _____	Contractor: _____
	Address: _____
	Contract Amount: \$ _____
	Contract Date: _____

1. PARTIES

This *Construction Contract* (“Contract”) is between the above-named Applicant (“Owner”) and above-named Contractor in connection with the above-named Property (the “Project”). The above-named Escrow Agent (“CAA”), in its capacity as authorized program agent of MaineHousing, executes the *Construction Contract* for the limited and sole purposes of (i) acknowledging the existence of the Contract, (ii) recognizing that it is granted certain rights under this Contract as Escrow Agent and in the event the CAA is also the Consultant, as defined herein, in connection with the Project, and (iii) acknowledging the execution of the Contract by Contractor and Owner. Owner and Contractor (collectively, the “Parties”) hereby agree as follows:

2. PROGRAM

The Owner has been selected to receive financial assistance under the MaineHousing Lead Hazard Reduction Grant Program (“Federal Lead” Program) and/or Maine Lead Paint Hazard Abatement Program (“State Lead” Program), collectively referred to as the “Lead Program,” to remediate lead-based paint hazards in the Owner’s home/apartment(s), and as a result, the Owner and the Contractor are entering into this Contract to complete lead remediation at the above address (the “Project”).

3. WORK

Contractor shall complete the work described in, and in accordance with, the following documents (the “Contract Documents”), which are incorporated herein by reference (the “Work”): (1) *Lead Contractor Standards and Conditions*, a copy of which is provided to the Owner and Contractor; and (2) *Lead Design Plan Specifications* prepared for the Project by a certified lead hazard design consultant (“Consultant”) (see Exhibit C attached).

4. WORK COMMENCEMENT/COMPLETION

- a. Interior Start Date: Contractor shall commence the portion of the Work involving interior portions of the Project on _____
- b. Interior End Date: Contractor shall complete the portion of the Work involving interior portions of the Project on _____
- c. Exterior Start Date: Contractor shall commence the portion of the Work involving exterior portions of the Project on _____
- d. Exterior End Date: Contractor shall complete the portion of the Work involving exterior portions of the Project on _____

5. COSTS

In consideration for completion of the Work and in accordance with the Lead Design Plan Specifications attached as Exhibit C, the CAA will pay Contractor up to the “Contract Total” set forth below for Work completed to the Owner’s satisfaction:

Funding Source	Interior	Exterior	Total
PROJECT TOTAL	\$	\$	\$

1. Radon remediation costs are \$1,200.00 max for single family homes and \$500.00 max per unit for multi-family/multi-unit buildings. Radon remediation is available to applicable projects funded with federal lead.

6. PAYMENTS

The Contractor and the Owner hereby acknowledge that, because the Owner is the recipient of Program funds due the Contractor under this Contract, funds shall be paid to the Contractor by MaineHousing through the CAA within 30 days of the CAA’s receipt of all invoice and supporting materials received by the CAA from the Contractor. Payments the CAA issues to the Contractor depends on the size of the project. Advancing federal funds to Contractors is prohibited. Contractor should request payment for work completed and submit their request to the CAA with signed authorization from the Owner. Contractor’s request for payment must include documentation that describes the scope and nature of the work for which the contractor is requesting payment. The CAA shall act as the “Escrow Agent”. Contractor and Owner agree to comply with the terms of a Construction Escrow Agreement among the Escrow Agent, the Contractor and Owner.

If owner does not receive financing to cover the cost of the Contractor’s bid, this Contract is null and void.

- a. No monies will be disbursed up front in advance of the work. A sum of ten percent of the total Contract amount shall be withheld by the CAA until completion and approval of all work.
- b. Prior to issuing payment to the Contractor, the *Contractor Payment Request* form must be completed and approved/signed by the Contractor and the Owner. CAA must obtain a *Certificate and Release of Liens* for each payment being requested by the Contractor, prior to issuing payment.
- c. CAA must issue payment for work performed within thirty (30) calendar days of receipt of the contractor’s invoice. This requirement applies to any and all work performed under the Program(s). Upon receipt of the Contractor’s invoice, the corresponding Contractor Payment Request forms and Release of Liens, CAA will perform required inspections of the Contractor’s work within this thirty day time period.
- d. The CAA shall act as the “Escrow Agent” and will hold the funds for the performance of this Contract.
- e. Contractor and Owner agree to comply with the terms of a *Construction Escrow Agreement* among the Escrow Agent, the Contractor and Owner, including:
 - i. *Certificate of Final Inspection and Final Payment Acknowledgment* (see Appendix Q) executed by the Owner and the appropriate Lead Inspector, as determined by the Escrow Agent;
 - ii. *Certificate and Release of Liens* (see Appendix I-B) executed by Contractor; and
 - iii. And any further documentation as may be required by the CAA under the *Lead Program Guidance and Procedures* (Lead Guide).

7. HAZARDOUS WASTE EXPENSES

Hazardous waste expenses that are incurred, including waste disposal costs included in the Work performed for the Project shall be billed at cost. In order to receive payment for hazardous waste expenses, Contractor must submit a copy of the invoice from the hazardous waste transportation and disposal company that includes the company's name, address, phone number, and cost of transportation and disposal. Failure to provide such an invoice may result in nonpayment.

8. ACCESS TO WORK; MAINTENANCE OF RECORDS

The Owner, the CAA and/or MaineHousing shall have the right to inspect the Project, including, without limitation all Work done and all materials, supplies, equipment and fixtures furnished, installed or stored in, on or about the Project premises, and all books, subcontracts, and records of Contractor, at all reasonable times, which inspections the Owner acknowledges are for the sole benefit of MaineHousing. *Note: Entry into an active abatement area is strictly prohibited by any person(s) unlicensed to do so.*

9. FAILURE TO PERFORM

Failure by Contractor to perform any Work under this Contract for a period of two (2) consecutive working days at any time after commencement of the Work or failure by Contractor to complete the portion of the Work involving interior portions of the Project by the Interior End Date, without written consent of Owner, shall constitute a breach of the Contract, and Owner may, by written notice, terminate the Contract, and/or assess liquidated damages in the amount of \$50.00 per day for every working day that Contractor is not at the site without Owner approval.

10. LIENS

The final payment due under the Contract shall not become due until the Contractor, delivers to the Owner a complete release of all liens arising out of the Contract and receipts in full; in lieu thereof and, if required in either case, an affidavit that, so far as he/she has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, however, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, for indemnification against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

11. PERMITS AND FEES

- a. Contractor shall comply with all applicable building, zoning, environmental, and land use laws, regulations, and ordinances. Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the municipality where work is being performed and the State of Maine.
- b. Permits, fees and licenses necessary for completion of the Work shall be procured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, statutes and regulations bearing on the Work. The Contractor shall provide copies of all Work related permits and licenses to the Owner and CAA.

12. INDEMNITY

- a. The Contractor shall indemnify and hold harmless CAA, its agents and employees, MaineHousing, its agents and employees; the Owner, the Owner's agents and employees, and the Consultant working on the Project from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, losses or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. In any and all claims against the Owner, the Owner's agents or employees, or the Consultant working on the Project, CAA, its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable

by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13. INSURANCE

- a. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the Contract, at its own cost, and show evidence to the Owner and CAA of Commercial General Liability Insurance, including special broad form property damage coverage, to protect it from claims and damages which may arise from operations under the Contract, whether such operations shall be performed by Contractor or by anyone directly or indirectly employed by it in the types and minimum amounts set forth below:

Description	Coverage	Each Occurrence
Commercial General Liability		\$1,000,000
Lead-Based Paint Liability		\$1,000,000
Owners & Contractor's Protective*		\$1,000,000
Pollution Occurrence Insurance		\$1,000,000
Property Damage	Vehicle Liability, including owned, hired, or non-owned	\$1,000,000
Employer's Liability	B.I./Death	\$1,000,000

*In the event the Contractor should employ subcontractors.

- b. Worker's Compensation Insurance. Contractor shall procure and maintain, at its own expense, and show evidence to the Owner and CAA of Worker's Compensation coverage, as well as Employer's Liability Coverage, for their employees, including employees engaged in hazardous work. All such policies which are in any way related to the Work and which are secured and maintained by the Contractor shall include clauses requiring that each underwriter shall waive all its right of recovery under subrogation or otherwise against the Owner.
- c. Deductible Amount. The Contractor will reimburse the Owner and hold the Owner harmless for the cost of any losses for which it is responsible and to which a deductible amount may apply. The deductible amount in any such policy may not exceed Twenty Five Hundred Dollars (\$2,500) without the written consent of the Owner and either MaineHousing or CAA.
- d. Certificate of Insurance. The Contractor will provide Owner with either certificates of insurance or certified copies of the applicable policies, showing that it has complied with these provisions, and such certificates shall provide that thirty (30) days' written notice of non-renewal, material modification, or cancellation must be given to the Owner and MaineHousing or its duly authorized agent prior to the effective date of such non-renewal, material modification, or cancellation.
- e. Owner as Additional Insured. The Owner shall be named as an additional insured in all such policies.
- f. Subcontractors. All subcontractors shall provide the insurance coverage described below:

Description	Coverage	Each Occurrence
Commercial General Liability		\$500,000
Property Damage		\$500,000
Vehicle Liability, including owned, hired, or non-owned	B.I./Death	\$1,000,000
Worker's Compensation		Maine statutory limits

14. CLEANING UP

The Contractor shall at all times keep the Project premises free from the accumulation of waste materials or rubbish; and, at the completion of the Work, Contractor shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project "Broom Clean". In case of failure to comply by the Contractor, the Owner may perform the clean-up and deduct the cost from any monies due the Contractor.

15. RELOCATION OF TENANTS

The CAA shall be responsible for the relocation of occupants during construction activities, including, but not limited to the provision of temporary living accommodations in accordance with the applicable relocation

requirements contained in the Lead Guide. In the event that temporary housing becomes unavailable, CAA shall provide a minimum 48 hour notice prior to the Work Start Date to the Contractor, and Owner and Contractor shall establish a new Project Start Date.

16. COOPERATION WITH CONTRACTOR

The Owner shall cooperate with Contractor to facilitate performance of the Work, including the reasonable movement of household furnishings away from the Work area. Owner shall permit Contractor to make reasonable use of existing utilities for the performance of the Work and such use shall be at the expense of the Owner. Owner shall be responsible for obtaining permission from abutting property owners to move work people and materials onto abutting properties for the purposes of completing the Work. Owner shall also ensure that no other contractor will interfere with Contractor's work. If the Owner or an unauthorized general contractor breaches Contractor's containment or otherwise causes lead contamination of an area already cleaned by the Contractor, the re-testing and re-cleaning of the contaminated areas shall be at the expense of the Owner. Furthermore, any duly authorized agent of MaineHousing shall not be obligated to release any funds to the Owner until such time as the Owner has re-cleaned and re-tested the areas that have been re-contaminated by the Owner or the Owner's general contractor.

17. ASSIGNMENT

Contractor shall not assign this Contract nor delegate its duties hereunder without the written consent of the Owner and MaineHousing.

18. PROJECT MONITORING

Contractor and subcontractors will be monitored by the Program CAA or MaineHousing. The CAA, Consultant or MaineHousing has the authority to monitor the Work and to ensure that the project is being performed in accordance with this Contract and the *Lead Design Plan Specifications* attached as Exhibit C. Consultant has the authority to direct Contractor to remedy any unsafe or illegal work practice and to ensure that the lead-based paint hazard control process is being performed in accordance with the Occupational Health and Safety Administration Lead in Construction Standards (29 CFR 1926.62), and in accordance with applicable United States Department of Housing and Urban Development guidelines and Maine Department of Human Services regulations. In the event of a dispute between Program CAA and Contractor, MaineHousing shall have the authority to determine the dispute and Consultant's decision shall be final. Both the Contractor and the Program CAA should describe the dispute in their daily logs and inform MaineHousing of the decision.

19. WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, fit for the purposes for which they are intended and of merchantable quality, unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage of defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

20. RELEASE AND HOLD HARMLESS

Owner agrees to assume all risk of injury, harm or damage to his/her person or property which may arise as a result of the performance of the Contract by Contractor and does hereby release and agree to indemnify and hold harmless MaineHousing, the CAA and their agents, officers and employees from any and all liability actions, damages and claims of any kind and nature whatsoever for injury or harm that might arise in connection with the use of the Contract, the Contractor's performance of the Contract and/or Applicant's participation in the Program.

21. COMPLIANCE

- a. The Contractor and all sub-contractors will comply in all respects with all applicable federal, state and local laws and regulation, including, without limitation, those relating to "hazardous materials", as defined herein.
- b. The term "hazardous materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority, including, but not limited to: (i) petroleum; (ii)

friable or non-friable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance", pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste", pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance", pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) any "hazardous waste", "hazardous substance" or "chemical substance or mixture" or similarly regulated substances or material as such phrases are defined in or regulated pursuant to any applicable state or local law, regulation or ordinance governing the generation, storage, discharge, transportation or disposal of the same.

- c. The Contractor, at its own expense, will promptly take all actions which may be necessary to abate, remove, clean up, and otherwise cure any violation of environmental laws caused by any hazardous materials used, generated, released, discharged, stored, or disposed of in connection with the Project and which were either brought onto the Project site or employed by the Contractor in connection with the Project. The Contractor shall not be responsible for hazardous materials present on the site or in the building at the time of the commencement of the Project, unless the Contract Documents impose such an obligation upon Contractor.
- d. Contractor will defend, indemnify and hold the Owner, the CAA, and MaineHousing harmless from any cost, expense, claims or liability resulting from violations of any environmental laws hereunder by Contractor or any subcontractor.

22. CHANGES IN SCOPE OF WORK

Neither the Owner nor the Contractor shall make any changes in the plans and specifications developed by the Consultant, or changes by altering or adding to the Work contemplated, or orders for extra work which will result in a net construction cost increase, or will change the design concept, or will result in a construction cost decrease of more than 2% of the Contract amount without the prior written approval of MaineHousing.

23. RESOLUTION OF DISPUTES

Disputes between the Applicant and the Contractor may arise from time to time during the life of the rehabilitation project. Under Maine law 10 M.R.S.A. §§1487 (8), the parties to a home construction contract may agree to settle disputes arising under the contract by jointly paying for one of the following: **Please select one of the following options:**

- binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision. If selected: **Client initials** _____ **Contractor initials** _____
- non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit. If selected: **Client initials** _____ **Contractor initials** _____
- mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If selected: **Client initials** _____ **Contractor initials** _____

24. The Program that finances this work requires disputes to be resolved in accordance with the above selected option. ROLE OF MAINEHOUSING

Notwithstanding any reference to MaineHousing and/or the CAA contained herein, Owner and Contractor recognize and acknowledge that MaineHousing, its agents and employees are not parties to this Contract. Contractor and Owner shall have no claim against MaineHousing or any person acting on its behalf for any action taken pursuant to this Contract.

It is further understood between the parties hereto that Owner has agreed to the selection of all contractors, subcontractors, material men, as well as all others furnishing services or materials to the Project and MaineHousing has, and shall have, no responsibility whatsoever for them or for the quality of their materials or workmanship. MaineHousing's sole function is that of program coordinator and to distribute Lead Program Grant funds in accordance with Program guidelines as may be promulgated by MaineHousing. Owner shall have no right to rely on any procedures required by MaineHousing, because such procedures are for the protection of MaineHousing.

Owner and Contractor agree, both jointly and severally, to indemnify and hold harmless MaineHousing its agents

and employees from and against any and all liability, suits, actions, and claims for property damage and/or personal injury (including death) arising directly or indirectly from the execution of the Work or otherwise under this Contract.

25. COMPLETE AGREEMENT

This Contract represents the entire and integrated agreement between Owner and Contractor. No changes, modifications, nor amendments in the terms and conditions of this Contract shall be effective, unless reduced to writing, signed by duly authorized representatives of Owner and Contractor, and approved by MaineHousing.

26. GOVERNING LAW; GENDER

This Contract shall be governed by the laws of the State of Maine. Any noun or pronoun, when used herein, shall mean the singular or plural and the masculine or feminine, as the context requires.

27. MAINE ATTORNEY GENERAL ADVISORY

Owners are strongly advised to visit the Maine Attorney General’s publicly accessible website to obtain current information on how to enforce their rights when constructing or repairing a home at: http://www.maine.gov/ag/consumer/housing/home_construction.shtml or contact the Attorney General’s Office by mail or phone at: 6 State House Station, Augusta, ME 04333 (207) 626-8800 / TTY # 711. By signing below, Owner acknowledges he/she has read the attached Maine Attorney General Home Construction warning Addendum.

IN WITNESS WHEREOF, the Owner, Contractor and CAA hereto have caused this Contract to be duly executed on the Contract Date written above.

OWNERS

Signature of Owner

Date

Signature of Co-Owner

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

CAA

Signature of CAA Representative

Date

CAA Representative Name

CONTRACT ADDENDUM

MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING STATEMENT

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed – Buyer Beware!

Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town’s code officials before you begin construction. Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to: <http://www.maine.gov/pfr/index.shtml>

Always Check Contractor References

The Attorney General receives more complaints about home contractors than about almost any other business. We *strongly* recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with your local building supply companies or real estate brokers. They will know the dependable contractors in your area.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model contract that meets State law can be found in Chapter 18 of the Maine Attorney General’s Consumer Law Guide. Go to http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractor Complaints Received by the Attorney General

For a listing of home contractors the Attorney General’s Consumer Mediation Service has received complaints against, go to: http://www.maine.gov/ag/consumer/housing/home_construction.shtml
You can also call the Attorney General’s Consumer Protection Division at 1-800-436-2131. The Better Business Bureau also provides information on companies. Go to www.bosbbb.org or call (207) 878-2715.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs: *State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais), Default Judgment in CBS Enterprises, State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders Inc., State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc., State of Maine v. Bob Burns d/b/a Better Homes, State of Maine v. Albert H. Giandrea d/b/a AG’s Home Quality Improvements, Inc., State of Maine v. Al Verdone, State of Maine v. Mikal W. Tuttle, d/b/a MT Construction, DMI Industries, and MT Construction, Inc.* The Androscoggin County District Attorney has obtained a theft conviction against home contractor *Harold Soper. State of Maine v. Harold Soper*. Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor’s record before you begin any construction project.

Your Home Construction Rights

Chapter 17 of the Maine Attorney General’s Consumer Law Guide explains your rights when constructing or repairing your home. Chapter 18 of the Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938

As of September 1, 2006, this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A.

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

CONSTRUCTION ESCROW AGREEMENT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Escrow Agent (CAA): _____ CAA Rep Name: _____
_____ CAA Rep Title: _____
Project Type: Single-Family Multi-Family CAA Rep Phone: _____
_____ CAA Rep Email: _____

Applicant: _____	Co-Applicant: _____
Address: _____	Address: _____
Property: _____	Contractor: _____
	Address: _____
	Contract Amount: \$ _____
	Contract Date: _____

This Agreement is entered into on the above written Agreement Date in conjunction with a Lead Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program (State Lead), collectively referred to as the "Program," from the above-referenced Escrow Agent to the above referenced Applicant ("Owner") in the amount of the above written Escrowed Funds.

1. DEPOSIT

The Owner has deposited the above referenced Owner Contribution (if applicable) and Maine State Housing Authority ("MaineHousing") is depositing the above referenced Program Fund amount(s), together referenced as the Escrowed Funds, with the Escrow Agent for work described in Exhibit C to a *Construction Contract* of near or even date between the Owner and the Contractor as may be modified by change orders executed by the Owner, the Contractor, and the Escrow Agent (the "Work"). The Owner and the Contractor agree to comply with the terms of the *Construction Contract* and *Lead Contractor Standards and Conditions* which are incorporated herein.

2. AUTHORIZATION

Contingent upon receipt of funds the Escrow Agent is authorized and directed to disburse the Escrowed Funds in accordance with this Agreement. **If owner and/or Escrow Agent does not receive financing to cover the cost of Contractor's price, this Agreement is null and void.**

3. DISBURSEMENTS

The Escrow Agent shall withhold ten percent of the Escrowed Funds until all Work has been completed to the satisfaction of the Escrow Agent and the Owner. The Escrow Agent shall not make any disbursements until the Contractor has provided the Escrow Agent and Owner with copies of any required permits. The Escrow Agent shall disburse funds only for any of the Work which is (a) completed, (b) approved by the Owner, (c) inspected by the Escrow Agent, and (d) approved by the Escrow Agent. For each requisition the Contractor shall submit invoices for materials and the portion of the Work completed through the date of the requisition and lien waivers from all subcontractors who performed any of the Work through the date of the requisition. The Escrow Agent shall withhold final payment until the Escrow Agent has received a certificate of occupancy from the municipality where the Work was performed, if applicable, and has conducted a final inspection of the Work and certified that the Work is complete. Completed Work includes the achievement of lead dust clearance levels as described by the United States Department of Housing and Urban Development Lead-based Paint Poisoning Prevention in Certain Residential Structures regulations, 24 CFR Part 35.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACHIEVE THE LEAD DUST CLEARANCE STANDARDS REQUIRED BY 24 CFR PART 35. IF DUST WIPE TESTING INDICATES LEAD DUST LEVELS ARE HIGHER THAN ALLOWABLE, CONTRACTOR MUST RECLEAN THE AREAS THAT FAILED AT CONTRACTOR'S

EXPENSE. ALL DIRECT AND INDIRECT COSTS INCURRED BY OWNER AND ESCROW AGENT TO RE-INSPECT AND RE-TEST SHALL BE DEDUCTED FROM PROCEEDS DUE CONTRACTOR.

4. CHECK DISBURSEMENTS

All disbursements shall be in the form of a check payable to the Contractor.

5. CHANGE ORDERS

The Escrow Agent will not pay for any work beyond that called for in the original Construction Contract unless a written change order has been approved and signed by the Escrow Agent, the Contractor, and the Owner. The Escrow Agent may require additional funds to be deposited into the Escrowed Funds to pay for increased costs so that at all times there remain sufficient Escrowed Funds to pay for the Work.

6. DISPUTE RESOLUTION

The Contractor and the Owner will notify the Escrow Agent of any disputes between them. The Escrow Agent shall, within fifteen working days from receipt of a complaint, organize an informal meeting with the Owner and the Contractor. MaineHousing may inspect any of the Work at any time and may participate in any informal meeting. If the informal conference produces a resolution to the dispute, the Escrow Agent shall prepare and the Contractor and Owner shall sign a document that plainly states the agreed upon resolution. If the meeting does not result in a resolution, the Escrow Agent shall document the results of the meeting and how the parties disagree. If the Escrow Agent, the Contractor, and the Owner cannot come to a resolution of the matter, then the issue shall be resolved through binding arbitration as regulated by the Maine Uniform Arbitration Act. The parties shall participate in a binding arbitration as soon as possible after the informal conference. The binding arbitration shall be in accordance with the construction industry arbitration rules of the American Arbitration Association unless the Escrow Agent, Owner, and Contractor otherwise agree. The Owner and Contractor shall submit all disputes or claims regardless of the extent of the Work's progress to the arbitrator. The award rendered by the arbitrator shall be final and judgment may be entered upon it in any court having jurisdiction thereof. MaineHousing may, at its sole discretion, pay for the costs of an arbitrator. The parties will each pay their own attorneys' fees and other costs.

7. MECHANICS LIENS

The Escrow Agent assumes no liability for mechanics liens filed in connection with any of the Work.

8. REMAINING PROCEEDS

Regarding Federal Lead Program funded projects, if there are Escrowed Funds remaining after final payment, those funds which are the proceeds shall be applied as a principal reduction to the outstanding balance of the grant.

9. MISCELLANEOUS

If any part of this Agreement is held to be unenforceable or void, such fact shall not affect the validity or enforceability of the remaining parts of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

This Agreement is duly executed by the parties on the above written Agreement Date.

OWNER

Signature of Owner

Date

Signature of Co-Owner

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

ESCROW AGENT

Signature of Escrow Agent Representative

Date

Escrow Agent Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

HEALTHY HOMES ASSESSMENT AND INTERVENTION COMPLIANCE AGREEMENT

Project Funding: Federal Lead Healthy Homes

Project Type: Single-Family Multi-Family

Agency (CAA): _____

CAA Rep Name: _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

Applicant: _____	Co-Applicant: _____
Property: _____	Contractor: _____
Contract Date: _____	Healthy Homes Amount: \$ _____

I have been informed of the Healthy Homes Assessment and Intervention Program.

<input type="checkbox"/> I CHOOSE NOT TO PARTICIPATE.			
_____	_____	_____	_____
Signature of Applicant	Date	Signature of Co-Applicant	Date

<input type="checkbox"/> I CHOOSE TO PARTICIPATE.			
By choosing to participate in the Healthy Homes Assessment and Intervention Program, I agree to the following:			
1. The CAA will conduct a Healthy Homes Assessment.			
2. I understand that this work will be bid upon and completed by licensed contractors, in conjunction with the lead paint abatement work that will be performed on my property. A list of certified contractors will be provided to me from the CAA.			
3. I further understand that the Healthy Homes Intervention work will be paid for under the supplemental Healthy Homes grant, separate from the Lead Hazard Reduction Grant Program.			
4. I agree it is my responsibility to remove any and all items in the basement, outdoor area, or any other location that may need to be cleared in order to accommodate for the Healthy Homes Intervention work.			
_____	_____	_____	_____
Signature of Applicant	Date	Signature of Co-Applicant	Date

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
 MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

BID TABULATION SHEET

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____ **CAA Rep Name:** _____

_____ **CAA Rep Title:** _____

Project Type: Single-Family Multi-Family

_____ **CAA Rep Phone:** _____

_____ **CAA Rep Email:** _____

Applicant: _____ **Co-Applicant:** _____

Property: _____

BID 1	
Contractor Name	<input type="checkbox"/> Not on Debarment List
Date Bid Submitted	<input type="checkbox"/> Current Insurance Certificates
Bid Amount \$	<input type="checkbox"/> Available / Can meet project timeline
Comments:	

BID 2	
Contractor Name	<input type="checkbox"/> Not on Debarment List
Date Bid Submitted	<input type="checkbox"/> Current Insurance Certificates
Bid Amount \$	<input type="checkbox"/> Available / Can meet project timeline
Comments:	

BID 3	
Contractor Name	<input type="checkbox"/> Not on Debarment List
Date Bid Submitted	<input type="checkbox"/> Current Insurance Certificates
Bid Amount \$	<input type="checkbox"/> Available / Can meet project timeline
Comments:	

AWARDED TO: _____

Comments: _____

CAA Representative Signature

Date

CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

PRE-CONSTRUCTION CONFERENCE REPORT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS
Agency (CAA): _____

Project Type: Single-Family Multi-Family

CAA Rep Name: _____
CAA Rep Title: _____
CAA Rep Phone: _____
CAA Rep Email: _____

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	Contractor: _____
	Contract Amount: \$ _____
	Contract Date: _____

I (We), the undersigned have, on this date, participated in a pre-construction conference prior to the signing of a *Construction Contract* for the above-referenced Property. I (We) acknowledge that I (we) understand the terms of the Contract, the project design specifications explaining the scope work to be performed by the Contractor, the role of the CAA, and our responsibilities during the construction phase. I (we) have been given adequate explanations to our questions, if any, and are aware that assistance will be provided by the CAA, administrator of the Lead Hazard Reduction Grant Program ("Federal Lead") and/or the Maine Lead Paint Hazard Abatement Program (State Lead), staff as requested. I (We) further understand and acknowledge that the Program assumes no responsibilities for the work performed and does not warrant any work performed.

HUD 24 CRF Part 35: I (we) further certify that I (we) have been made aware of the dangers of lead based paint, and have received a copy of *Protect Your Family From Lead in Your Home* pamphlet. I (we) understand that we will be required to be relocated until all work is complete and dust wipe clearances are achieved. I (we) understand that we may not return or enter the work area until notified by the CAA.

Signature of Owner Date

Signature of Co- Owner Date

Building Permit required Yes No If yes copy must be placed in project file. If No, explain how you know that a permit is not required:

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s), CAA, Contractor(s), and myself. I understand and agree that the work performed must meet the standards required by the Maine Department of Environmental Protection and the Federal Lead and/or State Lead Programs as established by the job specifications attached to the Construction Contract.

Signature of Contractor Date

Contractor Representative Name

I, the undersigned, hereby certify that I participated in a pre-construction conference on this date.

Signature of CAA Lead Designer Date

CAA Lead Designer Name

UNIT # _____

AMI for this tenant: _____

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

TENANT APPLICATION

Community Action Agency (CAA):

Questions should be directed to:

Name _____
Address _____

CAA Rep Name: _____
CAA Rep Title: _____
CAA Rep Phone: _____
CAA Rep Email: _____

INSTRUCTIONS: Return completed and signed Application and Applicant Information Form to the above-named CAA.

Date _____ Project Type Single-Family Rental Multi-Family

I. PROPERTY INFORMATION

Address: _____ Apartment # _____
#Bedrooms: _____
Rent Amount: _____

II. HOUSEHOLD INFORMATION

Tenant Name: _____ Co-Tenant Name: _____
First MI Last First MI Last
Tenant Age: _____ Co-Tenant Age: _____
Telephone: _____ Telephone: _____

Total number in house (including you) _____ No dependent children under six years of age reside in the home.

Name(s) of Child (age 18 or younger)	Full time student?		Age	Blood Lead Levels VEBL ug/dl	Covered by MaineCare?	
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No

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

III. HOUSEHOLD INCOME AND ASSETS

Occupants must provide the employment information requested below to be considered for enrollment in the Program.

Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*
Employer Name _____ Employer Telephone _____
Employer Address _____ Position _____
Street, City, State, Zip No. of Years _____

UNIT # _____

Co-Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____
Street, City, State, Zip

No. of Years _____

Head of Household Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____
Street, City, State, Zip

No. of Years _____

Occupants must provide gross income information and verification to be considered for enrollment in the Program.

GROSS AMOUNT	A TENANT	B CO-TENANT	C) Head of Household
a. Wages (gross monthly) from Employment	_____	_____	_____
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	_____	_____	_____
c. Other**	_____	_____	_____
d. Gross Monthly Income (Total A, B & C)	_____	_____	_____
e. Total (Line D Multiplied by 12)	_____	_____	_____
f. Gross Household Income (Total e(A)+e(B)+e(C):			_____

*If self-employer, please provide most recent 2 years of completed tax returns including Schedule C.
** Includes bonuses, dividends, interest, royalties, alimony, sick pay, disability, retirement, income from trusts, income from business activities or investments.

IV. HOUSEHOLD INCOME AND ASSETS

I certify that ALL the information I have provided on this form is **TRUE** and **CORRECT** and I acknowledge the CAAs right to verify. I further certify that I have received a copy of and agree to the responsibilities and information contained in the *Tenant Information*.

I/We, acknowledge that I/we have received a copy of the United States Environmental Protection Agency pamphlet entitled *Protect Your Family From Lead in Your Home* in connection with our apartment unit.

Signed by all Tenants of the property

Signature of Tenant (Occupant) _____ Date _____

Signature of Co-Tenant (Co-Occupant) _____ Date _____

UNIT # _____

Applicant Demographic Profile

The following information is required by the Federal Government for certain types of loans related to a dwelling or order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish the information, under federal regulations the lender is required to note race or national origin and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below.

I do not wish to furnish this information

Yes No

Head of Household (check all that apply)

Sex of Head of Household

Male Female

of Household Members _____

- Single
- Married
- Elderly
- Single Parent with Children
- Two Parents with Children
- Other (specify) _____

Race:

- White
- Black/African American
- American Indian/Alaska Native
- Asian
- Native Hawaiian/Other
- Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- Other Multi-Racial

Ethnicity:

- Hispanic or Latino
- Not Hispanic or Latino:
- Physically Disabled Head of Household Yes No
- Displaced Homemaker* Yes No

*A displaced homemaker means an adult individual who: has not worked full-time, full-years in the labor force for a number of years but has, during such years, worked primarily without pay to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

Office Use Only

The Gross Income as calculated pursuant to this Tenant Application has been verified by the CAA to be: \$ _____

Maximum Eligible Income for this Tenant/ is: \$ _____ Percentage of AMI: _____

CAA Representative Signature

Date

CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)**TENANT INFORMATION**

This *Tenant Information* describes program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Lead Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program Grant (State Lead) (collectively the "Lead Programs") from MaineHousing. Tenants should retain this *Tenant Information* with their records.

1. HOW THE PROGRAM WORKS

MaineHousing's Lead Programs are administered by Community Action Agencies (CAA). 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 a Lead Program grant with funds being held on your behalf.

MaineHousing uses funds from the U.S. Department of Housing & Urban Development, Real Estate Transfer Tax and other state and federal funds to provide funding for the Lead Program.

2. TEMPORARY RELOCATION

- a. Property owners (Landlord) must advise tenants living in units that are enrolled into the Lead Program that they will have to be relocated during the work. Property Owners (Landlords) are strongly encouraged to seek vacant units for the temporary placement of families during the work. Tenants may be eligible for federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. 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.

3. OTHER REQUIREMENTS

- a. 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.**
- b. Staff from the CAA and MaineHousing will conduct site visits during the construction phase.

4. RETURNING HOME

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 tenants live in the home.

5. ACKNOWLEDGEMENT OF LIMITED FUNDS

Funds being provided under the Lead Program may not be sufficient to address all lead hazards in or around your apartment. The Owner(s) will be responsible for providing any additional funds that may be necessary to address all such hazards. MaineHousing reserves the right to deny any project if completion of project cannot be met under Lead Program funding guidelines. MaineHousing will review each project on a case-by-case basis.

6. RESOLUTION OF DISPUTES

The dispute will be resolved in accordance with the terms outlined in the Construction Contract. 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.

- a. **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.
- b. **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.
- c. **Dispute Resolution.** The lead hazard construction contract and/or the general construction contract between the contractor and the Owner will contain three (3) options to resolve a dispute: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision, 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit., 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and the CAA will arrange the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract as soon as possible after the informal conference. The parties shall be responsible for splitting the cost of the dispute resolution option agreed upon in the Construction Contract.

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

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

BLOOD TESTING RELEASE

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____ **CAA Rep Name:** _____
_____ **CAA Rep Title:** _____
Project Type: Single-Family Multi-Family **CAA Rep Phone:** _____
CAA Rep Email _____

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	Tenant: _____
	Apt#: _____

INSTRUCTIONS: Return completed and signed Blood Testing Release to the above-named CAA.

Date _____

It is recommended that all children under six years of age have their blood lead level tested prior to hazard control work in your home. If your children have not received a blood test in the past **three (3) months**, you should contact your child's primary health care provider or the local health department to arrange for a test.

Please check one of the following- the one which best describes your children:

My children under six **have** had their blood lead levels tested in the past **three (3) months**. Please identify

Provider Name _____ **Date of Test** _____

I hereby authorize the provider to release the results of this (these) blood test (s) to the Lead Hazard Reduction Grant Program.

My children under six **have not** had their blood lead levels tested in the past three **(3) months** and I agree to have them tested at this time.

For Religious purposes and/or personal reasons, I choose **not to have** my child (children's) tested for lead.

I/We voluntarily disclose this information. I/We understand that disclosure of this information is not required for participation in the Lead Hazard Reduction Grant Program

Parent or Guardian Signature

Date

Parent or Guardian Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA):

CAA Rep Name: _____
CAA Rep Title: _____

Project Type: Single-Family Multi-Family

CAA Rep Phone: _____
CAA Rep Email: _____

Applicant (Owner): _____ Co-Applicant: _____
Property: _____
Contractor: _____

1. I/We, the undersigned, understand that I/we may receive financial assistance to help cover the costs of temporary relocation expenses associated with lead paint hazard abatement work in our/my home located at the above referenced Property. I/We understand that in order to receive reimbursement, we must provide receipts to the above-referenced Community Action Agency ("CAA"), and/or other documents which may be required by the CAA, to verify expenses incurred as a result of temporary relocation. I/We also understand that in the event I/we receive such relocation assistance, that I/we have a responsibility to cooperate with the CAA and the above referenced Contractor to prepare the Property for lead hazard abatement/remediation work, including moving furniture out of critical work areas and packing or otherwise securing other belongings to expedite the work.
2. I/We, the undersigned, understand that reimbursable relocation expenses include, but are not limited to, the following: (i) moving expenses; (ii) hotel/motel costs; (iii) security deposits and monthly rent for apartment units; (iv) laundry; (v) extra gasoline/transportation costs due to the temporary relocation to another dwelling; and (vi) rental fees for other alternative housing arrangements. If the relocation assistance I/we receive is spent on items other than relocation, I/we understand that this does not entitle me/us to request additional money for actual relocation expenses. Furthermore, I/We understand that the CAA is under no obligation to reimburse for unverified expenses or for expenses not directly associated with temporary relocation.
3. I/We, the undersigned, understand I/we will be required to abide by any and all policies set forth by the relocation property owner/representative. I/We, understand if I/we are deemed responsible for damages to the relocated property during my/our relocation, I/we may be responsible for the cost associated with said damages. Any relocation reimbursement I/we request, may be offset to cover the cost associate with damages determined my/our responsibility.
4. By signing this agreement, I/We acknowledge the conditions of receiving relocation reimbursements and that \$1,450 for federally-funded projects or \$1,250 for state-funded projects are the maximum amounts of money to be received for temporary relocation expenses.

Signature of occupant of home or rental unit where lead hazard abatement work is being carried out. If you do not understand this agreement, do not sign it.

Occupant Signature

Occupant Name Apartment/Unit # Date

Co-Occupant Signature

Co-Occupant Name Date

By signing below, the CAA acknowledges receipt of this document signed by the above homeowner(s) or renter(s).

CAA Representative Signature Date

CAA Representative Name

UNIT # _____

AMI for this tenant: _____

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

TENANT APPLICATION

Community Action Agency (CAA):

Questions should be directed to:

Name _____

CAA Rep Name: _____

Address _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

INSTRUCTIONS: Return completed and signed Application and Applicant Information Form to the above-named CAA.

Date _____

Project Type

Single-Family Rental

Multi-Family

I. PROPERTY INFORMATION

Address: _____

Apartment # _____

#Bedrooms: _____

Rent Amount: _____

II. HOUSEHOLD INFORMATION

Tenant Name: _____
First MI Last

Co-Tenant Name: _____
First MI Last

Tenant Age: _____

Co-Tenant Age: _____

Telephone: _____

Telephone: _____

Total number in house (including you) _____ No dependent children under six years of age reside in the home.

Name(s) of Child (age 18 or younger)	Full time student?		Age	Blood Lead Levels VEBL ug/dl	Covered by MaineCare?	
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No

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

III. HOUSEHOLD INCOME AND ASSETS

Occupants must provide the employment information requested below to be considered for enrollment in the Program.

Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____

Employer Telephone _____

Employer Address _____

Position _____

Street, City, State, Zip

No. of Years _____

UNIT # _____

Co-Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____

Street, City, State, Zip _____ No. of Years _____

Head of Household Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____

Street, City, State, Zip _____ No. of Years _____

Occupants must provide gross income information and verification to be considered for enrollment in the Program.

	A	B	C) Head of
GROSS AMOUNT	TENANT	CO-TENANT	Household
a. Wages (gross monthly) from Employment	_____	_____	_____
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	_____	_____	_____
c. Other**	_____	_____	_____
d. Gross Monthly Income (Total A, B & C)	_____	_____	_____
e. Total (Line D Multiplied by 12)	_____	_____	_____
f. Gross Household Income (Total e(A)+e(B)+e(C):			_____

*If self-employer, please provide most recent 2 years of completed tax returns including Schedule C.

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

IV. HOUSEHOLD INCOME AND ASSETS

I certify that ALL the information I have provided on this form is **TRUE** and **CORRECT** and I acknowledge the CAAs right to verify. I further certify that I have received a copy of and agree to the responsibilities and information contained in the *Tenant Information*.

I/We, acknowledge that I/we have received a copy of the United States Environmental Protection Agency pamphlet entitled *Protect Your Family From Lead in Your Home* in connection with our apartment unit.

Signed by all Tenants of the property

Signature of Tenant (Occupant) _____ Date _____

Signature of Co-Tenant (Co-Occupant) _____ Date _____

UNIT # _____

Applicant Demographic Profile

The following information is required by the Federal Government for certain types of loans related to a dwelling or order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish the information, under federal regulations the lender is required to note race or national origin and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below.

I do not wish to furnish this information

Yes No

Head of Household (check all that apply)

Sex of Head of Household

Male

Female

of Household Members _____

Single

Race:

Married

White

Elderly

Black/African American

Single Parent with Children

American Indian/Alaska Native

Two Parents with Children

Asian

Other

Native Hawaiian/Other

(specify) _____

Pacific Islander

Ethnicity:

American Indian/Alaskan Native & White

Hispanic or Latino

Asian & White

Not Hispanic or Latino:

Black/African American & White

Physically Disabled Head of Household

Yes

No

Other Multi-Racial

Displaced Homemaker*

Yes

No

*A displaced homemaker means an adult individual who: has not worked full-time, full-years in the labor force for a number of years but has, during such years, worked primarily without pay to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

Office Use Only

The Gross Income as calculated pursuant to this Tenant Application has been verified by the CAA to be: \$ _____

Maximum Eligible Income for this Tenant/ is: \$ _____ Percentage of AMI: _____

CAA Representative Signature

Date

CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)**TENANT INFORMATION**

This *Tenant Information* describes program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Lead Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program Grant (State Lead) (collectively the "Lead Programs") from MaineHousing. Tenants should retain this *Tenant Information* with their records.

1. HOW THE PROGRAM WORKS

MaineHousing's Lead Programs are administered by Community Action Agencies (CAA). 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 a Lead Program grant with funds being held on your behalf.

MaineHousing uses funds from the U.S. Department of Housing & Urban Development, Real Estate Transfer Tax and other state and federal funds to provide funding for the Lead Program.

2. TEMPORARY RELOCATION

- a. Property owners (Landlord) must advise tenants living in units that are enrolled into the Lead Program that they will have to be relocated during the work. Property Owners (Landlords) are strongly encouraged to seek vacant units for the temporary placement of families during the work. Tenants may be eligible for federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. 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.

3. OTHER REQUIREMENTS

- a. 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.**
- b. Staff from the CAA and MaineHousing will conduct site visits during the construction phase.

4. RETURNING HOME

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 tenants live in the home.

5. ACKNOWLEDGEMENT OF LIMITED FUNDS

Funds being provided under the Lead Program may not be sufficient to address all lead hazards in or around your apartment. The Owner(s) will be responsible for providing any additional funds that may be necessary to address all such hazards. MaineHousing reserves the right to deny any project if completion of project cannot be met under Lead Program funding guidelines. MaineHousing will review each project on a case-by-case basis.

6. RESOLUTION OF DISPUTES

The dispute will be resolved in accordance with the terms outlined in the Construction Contract. 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.

- a. **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.
- b. **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.
- c. **Dispute Resolution.** The lead hazard construction contract and/or the general construction contract between the contractor and the Owner will contain three (3) options to resolve a dispute: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision, 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit., 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and the CAA will arrange the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract as soon as possible after the informal conference. The parties shall be responsible for splitting the cost of the dispute resolution option agreed upon in the Construction Contract.

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

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

BLOOD TESTING RELEASE

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____ CAA Rep Name: _____

CAA Rep Title: _____

Project Type: Single-Family Multi-Family

CAA Rep Phone: _____

CAA Rep Email: _____

Applicant (Owner): _____ Co-Applicant: _____

Property: _____ Tenant: _____

Apt#: _____

INSTRUCTIONS: Return completed and signed Blood Testing Release to the above-named CAA.

Date _____

It is recommended that all children under six years of age have their blood lead level tested prior to hazard control work in your home. If your children have not received a blood test in the past **three (3) months**, you should contact your child's primary health care provider or the local health department to arrange for a test.

Please check one of the following- the one which best describes your children:

My children under six **have** had their blood lead levels tested in the past **three (3) months**. Please identify

Provider Name _____ **Date of Test** _____

I hereby authorize the provider to release the results of this (these) blood test (s) to the Lead Hazard Reduction Grant Program.

My children under six **have not** had their blood lead levels tested in the past three **(3) months** and I agree to have them tested at this time.

For Religious purposes and/or personal reasons, I choose **not to have** my child (children's) tested for lead.

I/We voluntarily disclose this information. I/We understand that disclosure of this information is not required for participation in the Lead Hazard Reduction Grant Program

Parent or Guardian Signature

Date

Parent or Guardian Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
 MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____ CAA Rep Name: _____
 _____ CAA Rep Title: _____
Project Type: Single-Family Multi-Family CAA Rep Phone: _____
 CAA Rep Email: _____

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	Tenant: _____
	Apt#: _____

INSTRUCTIONS: Return completed and signed Certification to the above-named CAA.

Date _____

On your *Application* for funding through MaineHousing's Lead Programs, you indicate that a child under six years of age spends a "significant amount of time" visiting your home. A "significant amount of time" visiting is defined as, "three hours a day on two separate days a week and a total of 60 hours per year."

Please fill in the table below, showing the number of hours per day a child under six years old visits your home:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
# of hours per day							

If the number of hours varies from week to week, please explain:

By signing below, you are certifying that this statement and information is true and correct.

Date: _____ Owner/Occupant Signature: _____
 Owner/Occupant Name: _____

Date: _____ Co-Owner/Occupant Signature: _____
 Co-Owner/Occupant Name: _____

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS
Agency (CAA): _____

Project Type: Single-Family Multi-Family

CAA Rep Name: _____
CAA Rep Title: _____
CAA Rep Phone: _____
CAA Rep Email: _____

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	
Contractor: _____	

1. I/We, the undersigned, understand that I/we may receive financial assistance to help cover the costs of temporary relocation expenses associated with lead paint hazard abatement work in our/my home located at the above referenced Property. I/We understand that in order to receive reimbursement, we must provide receipts to the above-referenced Community Action Agency ("CAA"), and/or other documents which may be required by the CAA, to verify expenses incurred as a result of temporary relocation. I/We also understand that in the event I/we receive such relocation assistance, that I/we have a responsibility to cooperate with the CAA and the above referenced Contractor to prepare the Property for lead hazard abatement/remediation work, including moving furniture out of critical work areas and packing or otherwise securing other belongings to expedite the work.
2. I/We, the undersigned, understand that reimbursable relocation expenses include, but are not limited to, the following: (i) moving expenses; (ii) hotel/motel costs; (iii) security deposits and monthly rent for apartment units; (iv) laundry; (v) extra gasoline/transportation costs due to the temporary relocation to another dwelling; and (vi) rental fees for other alternative housing arrangements. If the relocation assistance I/we receive is spent on items other than relocation, I/we understand that this does not entitle me/us to request additional money for actual relocation expenses. Furthermore, I/We understand that the CAA is under no obligation to reimburse for unverified expenses or for expenses not directly associated with temporary relocation.
3. I/We, the undersigned, understand I/we will be required to abide by any and all policies set forth by the relocation property owner/representative. I/We, understand if I/we are deemed responsible for damages to the relocated property during my/our relocation, I/we may be responsible for the cost associated with said damages. Any relocation reimbursement I/we request, may be offset to cover the cost associate with damages determined my/our responsibility.
4. By signing this agreement, I/We acknowledge the conditions of receiving relocation reimbursements and that \$1,450 for federally-funded projects or \$1,250 for state-funded projects are the maximum amounts of money to be received for temporary relocation expenses.

Signature of occupant of home or rental unit where lead hazard abatement work is being carried out. If you do not understand this agreement, do not sign it.

Occupant Signature

Occupant Name

Apartment/Unit #

Date

Co-Occupant Signature

Co-Occupant Name

Date

By signing below, the CAA acknowledges receipt of this document signed by the above homeowner(s) or renter(s).

CAA Representative Signature

Date

CAA Representative Name

UNIT # _____

AMI for this tenant: _____

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

TENANT APPLICATION

Community Action Agency (CAA):

Questions should be directed to:

Name _____

CAA Rep Name: _____

Address _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

INSTRUCTIONS: Return completed and signed Application and Applicant Information Form to the above-named CAA.

Date _____

Project Type Single-Family Rental Multi-Family

I. PROPERTY INFORMATION

Address: _____ Apartment # _____
#Bedrooms: _____
Rent Amount: _____

II. HOUSEHOLD INFORMATION

Tenant Name: _____ Co-Tenant Name: _____
First MI Last First MI Last

Tenant Age: _____ Co-Tenant Age: _____

Telephone: _____ Telephone: _____

Total number in house (including you) _____ No dependent children under six years of age reside in the home.

Name(s) of Child (age 18 or younger)	Full time student?		Age	Blood Lead Levels VEBL ug/dl	Covered by MaineCare?	
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No

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

III. HOUSEHOLD INCOME AND ASSETS

Occupants must provide the employment information requested below to be considered for enrollment in the Program.

Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____
Street, City, State, Zip

No. of Years _____

UNIT # _____

Co-Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____

Street, City, State, Zip _____ No. of Years _____

Head of Household Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____

Street, City, State, Zip _____ No. of Years _____

Occupants must provide gross income information and verification to be considered for enrollment in the Program.

	A	B	C) Head of
GROSS AMOUNT	TENANT	CO-TENANT	Household
a. Wages (gross monthly) from Employment	_____	_____	_____
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	_____	_____	_____
c. Other**	_____	_____	_____
d. Gross Monthly Income (Total A, B & C)	_____	_____	_____
e. Total (Line D Multiplied by 12)	_____	_____	_____
f. Gross Household Income (Total e(A)+e(B)+e(C):			_____

*If self-employer, please provide most recent 2 years of completed tax returns including Schedule C.

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

IV. HOUSEHOLD INCOME AND ASSETS

I certify that ALL the information I have provided on this form is **TRUE** and **CORRECT** and I acknowledge the CAAs right to verify. I further certify that I have received a copy of and agree to the responsibilities and information contained in the *Tenant Information*.

I/We, acknowledge that I/we have received a copy of the United States Environmental Protection Agency pamphlet entitled *Protect Your Family From Lead in Your Home* in connection with our apartment unit.

Signed by all Tenants of the property

Signature of Tenant (Occupant) _____ Date _____

Signature of Co-Tenant (Co-Occupant) _____ Date _____

UNIT # _____

Applicant Demographic Profile

The following information is required by the Federal Government for certain types of loans related to a dwelling or order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish the information, under federal regulations the lender is required to note race or national origin and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below.

I do not wish to furnish this information

Yes No

Head of Household (check all that apply)

Sex of Head of Household

Male Female

of Household Members _____

- Single
- Married
- Elderly
- Single Parent with Children
- Two Parents with Children
- Other (specify) _____

Race:

- White
- Black/African American
- American Indian/Alaska Native
- Asian
- Native Hawaiian/Other
- Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- Other Multi-Racial

Ethnicity:

- Hispanic or Latino
- Not Hispanic or Latino:
- Physically Disabled Head of Household Yes No
- Displaced Homemaker* Yes No

*A displaced homemaker means an adult individual who: has not worked full-time, full-years in the labor force for a number of years but has, during such years, worked primarily without pay to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

Office Use Only

The Gross Income as calculated pursuant to this Tenant Application has been verified by the CAA to be: \$ _____

Maximum Eligible Income for this Tenant/ is: \$ _____ Percentage of AMI: _____

CAA Representative Signature

Date

CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)**TENANT INFORMATION**

This *Tenant Information* describes program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Lead Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program Grant (State Lead) (collectively the "Lead Programs") from MaineHousing. Tenants should retain this *Tenant Information* with their records.

1. HOW THE PROGRAM WORKS

MaineHousing's Lead Programs are administered by Community Action Agencies (CAA). 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 a Lead Program grant with funds being held on your behalf.

MaineHousing uses funds from the U.S. Department of Housing & Urban Development, Real Estate Transfer Tax and other state and federal funds to provide funding for the Lead Program.

2. TEMPORARY RELOCATION

- a. Property owners (Landlord) must advise tenants living in units that are enrolled into the Lead Program that they will have to be relocated during the work. Property Owners (Landlords) are strongly encouraged to seek vacant units for the temporary placement of families during the work. Tenants may be eligible for federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. 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.

3. OTHER REQUIREMENTS

- a. 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.**
- b. Staff from the CAA and MaineHousing will conduct site visits during the construction phase.

4. RETURNING HOME

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 tenants live in the home.

5. ACKNOWLEDGEMENT OF LIMITED FUNDS

Funds being provided under the Lead Program may not be sufficient to address all lead hazards in or around your apartment. The Owner(s) will be responsible for providing any additional funds that may be necessary to address all such hazards. MaineHousing reserves the right to deny any project if completion of project cannot be met under Lead Program funding guidelines. MaineHousing will review each project on a case-by-case basis.

6. RESOLUTION OF DISPUTES

The dispute will be resolved in accordance with the terms outlined in the Construction Contract. 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.

- a. **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.
- b. **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.
- c. **Dispute Resolution.** The lead hazard construction contract and/or the general construction contract between the contractor and the Owner will contain three (3) options to resolve a dispute: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision, 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit., 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and the CAA will arrange the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract as soon as possible after the informal conference. The parties shall be responsible for splitting the cost of the dispute resolution option agreed upon in the Construction Contract.

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

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

BLOOD TESTING RELEASE

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____ CAA Rep Name: _____
_____ CAA Rep Title: _____

Project Type: Single-Family Multi-Family CAA Rep Phone: _____
CAA Rep Email: _____

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	Tenant: _____
	Apt#: _____

INSTRUCTIONS: Return completed and signed Blood Testing Release to the above-named CAA.

Date _____

It is recommended that all children under six years of age have their blood lead level tested prior to hazard control work in your home. If your children have not received a blood test in the past **three (3) months**, you should contact your child's primary health care provider or the local health department to arrange for a test.

Please check one of the following- the one which best describes your children:

My children under six **have** had their blood lead levels tested in the past **three (3) months**. Please identify

Provider Name _____ **Date of Test** _____

I hereby authorize the provider to release the results of this (these) blood test (s) to the Lead Hazard Reduction Grant Program.

My children under six **have not** had their blood lead levels tested in the past three **(3) months** and I agree to have them tested at this time.

For Religious purposes and/or personal reasons, I choose **not to have** my child (children's) tested for lead.

I/We voluntarily disclose this information. I/We understand that disclosure of this information is not required for participation in the Lead Hazard Reduction Grant Program

Parent or Guardian Signature

Date

Parent or Guardian Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS
Agency (CAA): _____

CAA Rep Name: _____
CAA Rep Title: _____
CAA Rep Phone: _____
CAA Rep Email: _____

Project Type: Single-Family Multi-Family

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	
Contractor: _____	

1. I/We, the undersigned, understand that I/we may receive financial assistance to help cover the costs of temporary relocation expenses associated with lead paint hazard abatement work in our/my home located at the above referenced Property. I/We understand that in order to receive reimbursement, we must provide receipts to the above-referenced Community Action Agency ("CAA"), and/or other documents which may be required by the CAA, to verify expenses incurred as a result of temporary relocation. I/We also understand that in the event I/we receive such relocation assistance, that I/we have a responsibility to cooperate with the CAA and the above referenced Contractor to prepare the Property for lead hazard abatement/remediation work, including moving furniture out of critical work areas and packing or otherwise securing other belongings to expedite the work.
2. I/We, the undersigned, understand that reimbursable relocation expenses include, but are not limited to, the following: (i) moving expenses; (ii) hotel/motel costs; (iii) security deposits and monthly rent for apartment units; (iv) laundry; (v) extra gasoline/transportation costs due to the temporary relocation to another dwelling; and (vi) rental fees for other alternative housing arrangements. If the relocation assistance I/we receive is spent on items other than relocation, I/we understand that this does not entitle me/us to request additional money for actual relocation expenses. Furthermore, I/We understand that the CAA is under no obligation to reimburse for unverified expenses or for expenses not directly associated with temporary relocation.
3. I/We, the undersigned, understand I/we will be required to abide by any and all policies set forth by the relocation property owner/representative. I/We, understand if I/we are deemed responsible for damages to the relocated property during my/our relocation, I/we may be responsible for the cost associated with said damages. Any relocation reimbursement I/we request, may be offset to cover the cost associate with damages determined my/our responsibility.
4. By signing this agreement, I/We acknowledge the conditions of receiving relocation reimbursements and that \$1,450 for federally-funded projects or \$1,250 for state-funded projects are the maximum amounts of money to be received for temporary relocation expenses.

Signature of occupant of home or rental unit where lead hazard abatement work is being carried out. If you do not understand this agreement, do not sign it.

Occupant Signature

Occupant Name

Apartment/Unit #

Date

Co-Occupant Signature

Co-Occupant Name

Date

By signing below, the CAA acknowledges receipt of this document signed by the above homeowner(s) or renter(s).

CAA Representative Signature

Date

CAA Representative Name

UNIT # _____

AMI for this tenant: _____

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

TENANT APPLICATION

Community Action Agency (CAA):

Questions should be directed to:

Name _____

CAA Rep Name: _____

Address _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

INSTRUCTIONS: Return completed and signed Application and Applicant Information Form to the above-named CAA.

Date _____

Project Type

Single-Family Rental

Multi-Family

I. PROPERTY INFORMATION

Address: _____

Apartment # _____

#Bedrooms: _____

Rent Amount: _____

II. HOUSEHOLD INFORMATION

Tenant Name: _____
First MI Last

Co-Tenant Name: _____
First MI Last

Tenant Age: _____

Co-Tenant Age: _____

Telephone: _____

Telephone: _____

Total number in house (including you) _____ No dependent children under six years of age reside in the home.

Name(s) of Child (age 18 or younger)	Full time student?		Age	Blood Lead Levels VEBL ug/dl	Covered by MaineCare?	
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No
	Yes	No			Yes	No

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

III. HOUSEHOLD INCOME AND ASSETS

Occupants must provide the employment information requested below to be considered for enrollment in the Program.

Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____

Employer Telephone _____

Employer Address _____

Position _____

Street, City, State, Zip

No. of Years _____

UNIT # _____

Co-Tenant Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____

No. of Years _____

Head of Household Employment:

Self-Employed: Yes No *If yes, provide 2 years tax returns, including all Schedules.*

Employer Name _____ Employer Telephone _____

Employer Address _____ Position _____

No. of Years _____

Occupants must provide gross income information and verification to be considered for enrollment in the Program.

	A TENANT	B CO-TENANT	C) Head of Household
GROSS AMOUNT			
a. Wages (gross monthly) from Employment	_____	_____	_____
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	_____	_____	_____
c. Other**	_____	_____	_____
d. Gross Monthly Income (Total A, B & C)	_____	_____	_____
e. Total (Line D Multiplied by 12)	_____	_____	_____
f. Gross Household Income (Total e(A)+e(B)+e(C):			_____

*If self-employer, please provide most recent 2 years of completed tax returns including Schedule C.

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

IV. HOUSEHOLD INCOME AND ASSETS

I certify that ALL the information I have provided on this form is **TRUE** and **CORRECT** and I acknowledge the CAAs right to verify. I further certify that I have received a copy of and agree to the responsibilities and information contained in the *Tenant Information*.

I/We, acknowledge that I/we have received a copy of the United States Environmental Protection Agency pamphlet entitled *Protect Your Family From Lead in Your Home* in connection with our apartment unit.

Signed by all Tenants of the property

Signature of Tenant (Occupant)

Date

Signature of Co-Tenant (Co-Occupant)

Date

Applicant Demographic Profile

The following information is required by the Federal Government for certain types of loans related to a dwelling or order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish the information, under federal regulations the lender is required to note race or national origin and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below.

I do not wish to furnish this information

Yes No

Head of Household (check all that apply)

Sex of Head of Household

Male Female

of Household Members _____

- Single
- Married
- Elderly
- Single Parent with Children
- Two Parents with Children
- Other (specify) _____

Race:

- White
- Black/African American
- American Indian/Alaska Native
- Asian
- Native Hawaiian/Other
- Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- Other Multi-Racial

Ethnicity:

- Hispanic or Latino
- Not Hispanic or Latino:
- Physically Disabled Head of Household Yes No
- Displaced Homemaker* Yes No

*A displaced homemaker means an adult individual who: has not worked full-time, full-years in the labor force for a number of years but has, during such years, worked primarily without pay to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

Office Use Only

The Gross Income as calculated pursuant to this Tenant Application has been verified by the CAA to be: \$ _____

Maximum Eligible Income for this Tenant/ is: \$ _____ Percentage of AMI: _____

CAA Representative Signature

Date

CAA Representative Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)**TENANT INFORMATION**

This *Tenant Information* describes program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Lead Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program Grant (State Lead) (collectively the "Lead Programs") from MaineHousing. Tenants should retain this *Tenant Information* with their records.

1. HOW THE PROGRAM WORKS

MaineHousing's Lead Programs are administered by Community Action Agencies (CAA). 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 a Lead Program grant with funds being held on your behalf.

MaineHousing uses funds from the U.S. Department of Housing & Urban Development, Real Estate Transfer Tax and other state and federal funds to provide funding for the Lead Program.

2. TEMPORARY RELOCATION

- a. Property owners (Landlord) must advise tenants living in units that are enrolled into the Lead Program that they will have to be relocated during the work. Property Owners (Landlords) are strongly encouraged to seek vacant units for the temporary placement of families during the work. Tenants may be eligible for federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. 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.

3. OTHER REQUIREMENTS

- a. 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.**
- b. Staff from the CAA and MaineHousing will conduct site visits during the construction phase.

4. RETURNING HOME

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 tenants live in the home.

5. ACKNOWLEDGEMENT OF LIMITED FUNDS

Funds being provided under the Lead Program may not be sufficient to address all lead hazards in or around your apartment. The Owner(s) will be responsible for providing any additional funds that may be necessary to address all such hazards. MaineHousing reserves the right to deny any project if completion of project cannot be met under Lead Program funding guidelines. MaineHousing will review each project on a case-by-case basis.

6. RESOLUTION OF DISPUTES

The dispute will be resolved in accordance with the terms outlined in the Construction Contract. 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.

- a. **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.
- b. **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.
- c. **Dispute Resolution.** The lead hazard construction contract and/or the general construction contract between the contractor and the Owner will contain three (3) options to resolve a dispute: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision, 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit., 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and the CAA will arrange the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract as soon as possible after the informal conference. The parties shall be responsible for splitting the cost of the dispute resolution option agreed upon in the Construction Contract.

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

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

BLOOD TESTING RELEASE

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____ CAA Rep Name: _____
_____ CAA Rep Title: _____

Project Type: Single-Family Multi-Family CAA Rep Phone: _____
CAA Rep Email: _____

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	Tenant: _____
	Apt#: _____

INSTRUCTIONS: Return completed and signed Blood Testing Release to the above-named CAA.

Date _____

It is recommended that all children under six years of age have their blood lead level tested prior to hazard control work in your home. If your children have not received a blood test in the past **three (3) months**, you should contact your child's primary health care provider or the local health department to arrange for a test.

Please check one of the following- the one which best describes your children:

My children under six **have** had their blood lead levels tested in the past **three (3) months**. Please identify

Provider Name _____ **Date of Test** _____

I hereby authorize the provider to release the results of this (these) blood test (s) to the Lead Hazard Reduction Grant Program.

My children under six **have not** had their blood lead levels tested in the past three **(3) months** and I agree to have them tested at this time.

For Religious purposes and/or personal reasons, I choose **not to have** my child (children's) tested for lead.

I/We voluntarily disclose this information. I/We understand that disclosure of this information is not required for participation in the Lead Hazard Reduction Grant Program

Parent or Guardian Signature

Date

Parent or Guardian Name

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
 MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS

Agency (CAA): _____

CAA Rep Name: _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

Project Type: Single-Family Multi-Family

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	Tenant: _____
	Apt#: _____

INSTRUCTIONS: Return completed and signed Certification to the above-named CAA.

Date _____

On your *Application* for funding through MaineHousing's Lead Programs, you indicate that a child under six years of age spends a "significant amount of time" visiting your home. A "significant amount of time" visiting is defined as, "three hours a day on two separate days a week and a total of 60 hours per year."

Please fill in the table below, showing the number of hours per day a child under six years old visits your home:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
# of hours per day							

If the number of hours varies from week to week, please explain:

By signing below, you are certifying that this statement and information is true and correct.

Date: _____

Owner/Occupant Signature: _____

Owner/Occupant Name: _____

Date: _____

Co-Owner/Occupant Signature: _____

Co-Owner/Occupant Name: _____

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

Project Funding: State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS
Agency (CAA): _____

CAA Rep Name: _____
CAA Rep Title: _____
CAA Rep Phone: _____
CAA Rep Email: _____

Project Type: Single-Family Multi-Family

Applicant (Owner): _____	Co-Applicant: _____
Property: _____	
Contractor: _____	

1. I/We, the undersigned, understand that I/we may receive financial assistance to help cover the costs of temporary relocation expenses associated with lead paint hazard abatement work in our/my home located at the above referenced Property. I/We understand that in order to receive reimbursement, we must provide receipts to the above-referenced Community Action Agency ("CAA"), and/or other documents which may be required by the CAA, to verify expenses incurred as a result of temporary relocation. I/We also understand that in the event I/we receive such relocation assistance, that I/we have a responsibility to cooperate with the CAA and the above referenced Contractor to prepare the Property for lead hazard abatement/remediation work, including moving furniture out of critical work areas and packing or otherwise securing other belongings to expedite the work.
2. I/We, the undersigned, understand that reimbursable relocation expenses include, but are not limited to, the following: (i) moving expenses; (ii) hotel/motel costs; (iii) security deposits and monthly rent for apartment units; (iv) laundry; (v) extra gasoline/transportation costs due to the temporary relocation to another dwelling; and (vi) rental fees for other alternative housing arrangements. If the relocation assistance I/we receive is spent on items other than relocation, I/we understand that this does not entitle me/us to request additional money for actual relocation expenses. Furthermore, I/We understand that the CAA is under no obligation to reimburse for unverified expenses or for expenses not directly associated with temporary relocation.
3. I/We, the undersigned, understand I/we will be required to abide by any and all policies set forth by the relocation property owner/representative. I/We, understand if I/we are deemed responsible for damages to the relocated property during my/our relocation, I/we may be responsible for the cost associated with said damages. Any relocation reimbursement I/we request, may be offset to cover the cost associate with damages determined my/our responsibility.
4. By signing this agreement, I/We acknowledge the conditions of receiving relocation reimbursements and that \$1,450 for federally-funded projects or \$1,250 for state-funded projects are the maximum amounts of money to be received for temporary relocation expenses.

Signature of occupant of home or rental unit where lead hazard abatement work is being carried out. If you do not understand this agreement, do not sign it.

Occupant Signature

Occupant Name

Apartment/Unit #

Date

Co-Occupant Signature

Co-Occupant Name

Date

By signing below, the CAA acknowledges receipt of this document signed by the above homeowner(s) or renter(s).

CAA Representative Signature

Date

CAA Representative Name