OWNER APPLICATION

Community Action Agency (CAA): CAA Name: CAA Address:			Questions should be directed to: CAA Rep Name CAA Rep Title				
Street, City, State, Zip		CAA	CAA Rep Title CAA Rep Phone CAA Rep Email				
INSTRUCTIONS: Return completed and signe	d Application to the a	above-nar	med CAA.				
l.	APPLICANT (•	R) INFOR	RMATION			
 List all owners of the property as reflected Owner Name (as reflected on property deed) 	on the property deed		-Owner Na	nme (as reflected on property	deed)		
Entity or Owner (First MI Last)		Ma	iling Addre	Entity or Owner (First MI La	ist).		
Mailing Address Street, City, Sta.	te, Zip	IVIA	illing Addres		y, State, Zip		
Home Phone		Но	me Phone				
Work Phone			rk Phone				
Date of Birth			te of Birth				
If Owner is an entity, list member name(s) and	d % of ownership	If C	o-Owner is a	an entity, list member name(s)	and % of ownership		
	%				%		
	%				%		
	%				%		
 complete Section II, Property Information. a. Total number in house (including you) c. List <u>all</u> children in the household, full-total 		in the	home?	r six years of age reside	☐ Yes ☐ No Covered by		
Name(s) of Child (age 18 or younger)	Full time student?	Age	Blood Le	ead Levels VEBL's ug/dl	MaineCare?		
	☐ Yes ☐ No				☐ Yes ☐ No		
	☐ Yes ☐ No				☐ Yes ☐ No		
	☐ Yes ☐ No				☐ Yes ☐ No		
	☐ Yes ☐ No				☐ Yes ☐ No		
	☐ Yes ☐ No				☐ Yes ☐ No		
d. Does the home serve as a child care to dependent, under six years of age spe (at least 60 hours or more per year) in	nd at least three hou				☐ Yes ☐ No		
e. If yes, have any of the children who re-	ceived services been	determin	ed to have	lead poisoning?	☐ Yes ☐ No		
	II. PROPE	RTY IN	FORMAT	ION			
Address of Property to be abated:				Dwelling:			
Address Address				☐ Single-Family			
Street, City,	State, Zip			☐ Multi-Family # of U	Jnits:		
County				Outbuildings: Yes	□ No		
				Year Built:	☐ Unknown		

Date_

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. O	wner Employr	nent:					
Self-E	mployed:	☐ Yes	□ No	If yes, provi	ide 2 years tax returns	, including all Schedules.	
Emplo	yer Name					Employer Phone	
≣mplo	yer Address					Position	
			Stree	t, City, State, Z	<i>lip</i>	No. of Years	
2. C	o-Owner Emp	loyment:					
Self-E	mployed:	☐ Yes	□ No	If yes, provi	ide 2 years tax returns	, including all Schedules.	
mplo	yer Name					Employer Phone	
mplo	yer Address					Position	
			Stree	t, City, State, Z	lip	No. of Years	
. 0	ther Occupan	t Employm	ent:				
elf-E	mployed:	☐ Yes	□ No	If yes, provi	ide 2 years tax returns	, including all Schedules.	
mplo	yer Name					Employer Phone	
mplo	yer Address					Position	
Street, City, Sta		, City, State, Z	te, Zip No. of Years				
a.	Wages (gros		from Emplo	yment	Owner		Other Occupant
a.	Wages (gros	s monthly)	from Emplo	yment			
b.	Additional Mo	-	ne From:				
		e e Employm	ont				
	3. Pension		ieni.				-
	4. Veteran'	s Administr	ation				
	5. Net Ren	tal Income					
	6. Self Em	oloyment*					
	7. Child Su	pport					
	8. Public A	ssistance (TANF/WIC/	GA)			
	9. Social S	ecurity Ben	efits				
	10. Unemplo	oyment Con	npensation				
C.	Other**						-
d.	Gross Mont	-		& C)			
e.	Total (Line D	Multiplied by	<i>(</i> 12)			_	<u> </u>
f.	Gross Hous	ehold Inco	me (Total E	(a)+E(b)+E(c) :			
** Ir					pleted tax returns incl sick pay, disability, reti	uding Schedule C. rement, income from trusts, incor	ne from business activities

IV. **ACKNOWLEDGEMENT, CERTIFICATION AND AUTHORIZATION**

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

	funding guidelines. Maineriousing 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 <i>Protect Your Family from Lead in Your Home</i> .						
2.							
3.		formation or v	erification	I Program, to contact any employer, town official, fir required to complete my request for housing repair e(s) below.			
Sig	ned by all owners of the property						
_	Signature of Applicant (Owner)			Date			
_	Signature of Co-Applicant (Co-Owner)			Date			
		V. Ap		Demographic Profile			
end cho nat	couraged to do so. The law provides that a pose to furnish it. However, if you choose n	lender may not to furnish t	either dis he inform	vs. You are not required to furnish this information criminate on the basis of this information, nor on ation, under federal regulations the lender is required. If you do not wish to furnish the information, plants	whether you uired to note race or		
He	ad of Household (check all that apply)						
	s of Head of Household Single Married Elderly Single Parent with Children Two Parents with Children	☐ Female ☐ ☐ ☐ ☐		# of Household Members Race: White Black/African American American Indian/Alaska Native Asian			
	Other (specify)	_		Native Hawaiian/Other			
	nicity:			Pacific Islander			
	panic or Latino			American Indian/Alaskan Native & White			
	Not Hispanic or Latino:			Asian & White			
Dia	Physically Disabled Head of Household placed Homemaker*	□ Yes □ Yes	□ No □ No	Black/African American & White Other Multi-Racial			
*A yea	displaced homemaker means an adult individual	who: has not w	vorked full	time, full-years in the labor force for a number of years ployed or under employed and is experiencing difficult	but has, during such		
			Office U	se Only			
The	Gross Income as calculated pursuant to this Ap	plication has be	een verifie	d by the CAA to be:			
Max	vimum Fligible Income for this applicant is:	\$		Percentage of AMI:			

Office Use Only					
The Gross Income as calculated pursuant to this App	plication has been verifie	d by the CAA to be:	\$		
Maximum Eligible Income for this applicant is:					
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 II	NFORMATION				
		UNIT 1					UNIT 2		
Tenant Name					Tenant Name				
	First MI	Last				First, MI I	_ast		
Co-Tenant Name	First MI	Lact			Co-Tenant Name	First MI L	act		
Apt/Unit #	FIISt IVII	Lasi			Apt/Unit #	FIISUVII L	.તડા		
Mailing Address	-				Mailing Address				
· ·		Street, C	City, State, Zip		g raan ee		Street,	City, State, Zip	
Home Phone					Home Phone				
Email					Email	-			
Are children under 6			☐ Yes	□ No	Are children under 6	6 in the u	nit?	☐ Yes	☐ No
Are the children cove	ered by	MaineCare?	☐ Yes	☐ No	Are the children cov	ered by I	MaineCare?	☐ Yes	□ No
Household Size:		AMI:			Household Size:		AMI:		
Maximum Eligible In	come:	\$			Maximum Eligible In	come:	\$		
Funding		Interior	Exterior	Total	Funding		Interior	Exterior	Total
Federal Lead Grant					Federal Lead Grant				
Healthy Homes Gra Federal Lead Owne Obligation					Healthy Homes Gra Federal Lead Owne Obligation				
Federal Lead Total					Federal Lead Total				
State Lead Grant					State Lead Grant				
State Lead Owner M	1atch				State Lead Owner M	/latch			
State Lead Owner C	bligation				State Lead Owner C	Obligation			
DHHS State Lead Total					DHHS				
Leveraged Funds					State Lead Total				
UNIT TOTAL					Leveraged Funds UNIT TOTAL				
ONIT TOTAL		UNIT 3			UNITIOTAL		UNIT 4		
		UNIT 3					UNIT 4		
Tenant Name	First MI	Last			Tenant Name	First, MI	Last		
Co-Tenant Name					Co-Tenant Name				
	First MI	Last				First MI L	.ast		
Apt/Unit #					Apt/Unit #				
Mailing Address			0" 0' "		Mailing Address		O1 1	0" 0" 7"	
		Street,	City, State, Zij	<u> </u>			Street,	City, State, Zip	
Home Phone					Home Phone				
Email	0: 11	:10			Email		::0		
Are children unde			Yes	□ No	Are the shildren and			☐ Yes	□ No □ No
Are the children control Household Size:	overea i	oy MaineCare AMI:	? Yes	☐ No	Are the children cov Household Size:	erea by	MaineCare?	☐ Yes	□ NO
Maximum Eligible	Income								-
	iiicoiiie.				Maximum Eligible Ir	ncome:	\$		
Funding		Interior	Exterior	Total	Funding		Interior	Exterior	Total
Federal Lead Grant	n+				Federal Lead Grant				
Healthy Homes Gra Federal Lead Owne					Healthy Homes Gra				
Obligation					Obligation				
Federal Lead Total					Federal Lead Total				
State Lead Grant	1-1-1				State Lead Grant				
State Lead Owner N					State Lead Owner M				
State Lead Owner C	ומעgation				State Lead Owner C	Obligation			
State Lead Total					DHHS				
Leveraged Funds					State Lead Total				
UNIT TOTAL					Leveraged Funds				

PROJECT FUNDING SUMMARY

Click boxes if there are funds. Check boxes will auto-populate.

Project Funding				
☐ Federal Lead Grant	\$			
☐ Healthy Homes Grant	\$	_		
Federal Owner Obligation	\$			
Federal Lead Total	\$			
☐ 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	\$			

Agreement/Constructions Contract				
\$				
\$				
rders \$				
\$				
\$				
\$				
\$				
\$				

Funding Source	Total Interior	Total Exterior	Total
Federal Lead Grant	\$	\$	\$
Healthy Homes Grant	\$	\$	\$
Federal Lead Additional Project Costs (Owner Obligation)	\$	\$	\$
State Lead Grant	\$	\$	\$
State Lead Owner Match	\$	\$	\$
State Lead Additional Project Costs (Owner Obligation)	\$	\$	\$
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.

DD(OPERTY DO NO NO NO
☐ Multi-Family (and Single Family Rentals) # Units	Does Owner reside at the property?
— With anny (and onigle Family Nemals) # Office	Are children under 6 at the property?
Property Address:	Are the children covered by MaineCare? Yes No
	Is property under abatement order? ☐ Yes ☐ No
Applicant (Owner)	Co-Applicant (Co-Owner)
,	. , , , , , , , , , , , , , , , , , , ,
Entity or Owner First Name MI Last Name	Co-Entity or Co-Owner First Name MI Last Name
Mailing Address:	Mailing Address:
Street, City, State, Zip	Street, City, State, Zip
Home Phone	Home Phone
Work Phone	Work Phone
Email	Email
COMMUNITY ACTION AGENCY (CAA/ESCROW AGENT)	LEAD REDUCTION/ABATEMENT CONTRACTOR
CAA Name	Company Name
Mailing Address	Mailing Address
Street, City, State, Zip	Street, City, State, Zip
CAA Rep Name	Phone
CAA Rep Phone	Rep Name
CAA Rep Email	Rep Phone
CAA Rep Title	Rep Email
Lead Designer Name	
Lead Designer Phone	
Lead Designer Fax	NOTES/COMMENTS
Lead Designer Email	

PHASE 1- MULTI-FAMILY DOCUMENT CHECKLIST

Applicant (Owner)			CAA		
Property Address			Date Submitted		
Program Type(s):	☐ Federal Lead	☐ State Lead (N261)	☐ Healthy Homes	DHHS	

		FEDERAL LEAD	STATE LEAD	HEALTHY HOMES
FUE OF OTTON 4 (O	Reference	LEAD	LEAD	HOMES
FILE SECTION 1 (Owner)		l v		
Owner Application	Appendix A	Х	Х	Х
Authorization to Release Information (Owner)	Appendix E	Х	X	Х
Proof of Ownership (Property Deed and/or tax bill)	Owner	X	Χ	X
Proof of Insurance (homeowners insurance information)	Owner	X	Х	Х
Income Self-Certification	Owner	X	X	
Merchants Report	САА	X	X	X
Notice of Preliminary Grant Approval	Appendix LD-1	X	X	X
Grant Agreement	Appendix LD-2	X	Χ	Х
Declaration of Covenants and Restrictions (signed)	Appendix H	X	Х	X
FILE SECTION 2 (Invoices, Checklists, Waivers, Tenant)				
Project Summary Sheet	Appendix 1	Х	Х	Х
Phase 1 Billing Invoice	Appendix 1A	Х	Х	Х
Phase 1 Multi-Family Document Checklist	Appendix 1B-MF1	Х	Х	Х
Waivers (if applicable)	Appendix K	Х	Х	Х
Tenant Application	Appendix B	Х	Х	Х
Income Eligibility Documents	Owner Occupant /Tenants	Х		
Tenant Blood Testing Release Form (children only)	Appendix D	Х	Х	Х
MaineCare Eligibility Letter(s) (children only) (if applicable)	As of Nov 2022	X	Х	Х
Children Under 6 Years Old Visiting Certification	Appendix G	Х	Х	
Relocation Assistance Acknowledgement	Appendix LD-C	Х	Х	
FILE SECTION 3 (Contractor)	·			
Construction Contract	Appendix C-A	Х	Х	Х
Healthy Homes Compliance Agreement	Appendix HH6			Х
Construction Escrow Agreement	Appendix C-B	Х	Х	Х
Lead Design Plan Specifications	Exhibit C	Х	Х	Х
Healthy Homes Design Plan	CAA			Х
Pre-Construction Report	Appendix M	Х	Х	Х
FILE SECTION 4 (Reports, Designs & Plans)	17.			
Lead Paint Inspection and Risk Assessment Report	CAA	Х	Х	
Bid Package (including Refusal to Bid, if any)	Appendix Y/ CAA	X	X	
Bid Tabulation Sheet	Appendix J		X	
Asbestos inspection documentation (if applicable)	CAA		X	
FILE SECTION 5 (Federal and State Compliance, Healthy Homes)	5.00			
SHPO	CAA		X	
FILE SECTION 6 (Photos, Correspondence)	Ona			
Colored Photo(s) of pre-project	CAA	X	X	Х
Correspondence	CAA/MaineHousing	X	X	X

that documents not included on this Document Checklist, but required by p Lead Program Guidance and Procedures, are maintained in the Applicant(s subject to periodic inspection by MaineHousing.	
CAA Representative Signature	Date
CAA Representative Name	

CAA certifies that the originals of all documents listed are retained with the project file located at the CAA office. CAA further certifies

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

ManeHousing'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 grants of up to \$1,450 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. <u>Any work started prior to Lead Program Grant closing will not be funded by MaineHousing.</u>
- 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**<u>Owner will be responsible</u> for paying the difference between the low bid and the bid the Owner choses.

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. <u>Notice of Dispute.</u> 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. <u>Informal Conference.</u> 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. <u>Dispute Resolution</u>. 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.

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

Ц	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.				
		Program Grant , this Declaration shall automatically expire and the date of recording with no additional action necessary by an			
Ву:		Date:			
Grantee Na	ame:	Witness:			
Its:					
Ву:		Date:			
Co-Grantee	e Name:	Witness:			
Its:					
State of Ma County of _	aine	Date:			
Personally	appeared before me the above-named				
	_	oath to the foregoing and acknowledged before me the foregoin	ηg		
	er 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

NOTICE OF GRANT PRE-APPROVAL

Project Fun	nding: 🔲 State Lead 🔲 Federal Lead 🔲 Healthy Homes	S DHHS Projec t	t Type:	Single-Family	☐ Multi-Fami
Agency (C	CAA):	CAA Rep Name:			
		CAA Rep Title:			
		CAA Rep Phone:			
		CAA Rep Email:			
pplicant	(Owner):	Co-Applicant:			
ddress:		Address:			
Property:		Grant Amount:\$	3		
	application for one or more of the following Lead F reviewed and approved as follows:		th the ab	ove-named C	AA has
	LEAD HAZARD REDUCTION GRANT PROGRAM	(Federal Lead)			
	Federal Lead Grant		\$		
	Federal Lead Additional Project Costs (Owner As	ssumed Obligation)	\$		
	MAINE LEAD PAINT HAZARD ABATEMENT PRO	GRAM (State Lead))		
	State Lead Grant		\$		
	State Lead Owner Match		\$		
	State Lead Additional Project Costs (Owner Assu DHHS	ımed Obligation)	\$ \$		
	HEALTHY HOMES INTERVENTION PROGRAM (H	lealthy Homes)			
	Healthy Homes Grant		\$		
	TOTAL FUNDS		\$		
You w	rill need to bring the following documents with you	u to the Closing (if	applicab	ole):	
1.					
2.					
_					
3					
4.					
Your C	Closing is scheduled on:				
Data	Place				
Date:		: :			
Time	e :				
	nportant that you bring the above-mentioned items (if ave any questions, please contact your CAA Represe				y delays. If
Signati	ure of CAA Representative	Date			
CAAD	2 oprocentative Name				
CAA R	Representative Name				

GRANT AGREEMENT

Project Funding: [Agency (CAA): -		□ State Lead □ Federal Lead □ Healthy Hor	CAA Rep Name: CAA Rep Title: CAA Rep Phone:	☐ Single-Family ☐ Multi-Fam	
Applicar	nt/Grantee:		Co-Applicant:		
Address			Address:		
Property	<i>r</i> :		Grant Amount: \$		
1.	FUNDS	3 :	Grant Date.		
	Α.	CAA will provide a total of \$identified herein funded by the Maine Sta			
		Lead Hazard Reduction Grant (Federal	Lead)	\$	
		Healthy Homes Intervention Grant (Hea	Ithy Homes)	\$	
		Maine Lead-Paint Hazard Abatement G	rant (State Lead)	\$	
		DHHS		\$	
	B.	The Applicant/Grantee will provide a total referenced Property (Owner Contribution Federal Lead Additional Project Costs (Oxtate Lead Additional P): Owner Assumed Obligation) vner Assumed Obligation)	\$ \$ \$	
2.	C. Total Project Funds in the amount of \$ will be held in by the CAA in accordance with the Construction Escrow Agreement for the above referenced Property. USE OF FUNDS: The Grant Funds will be used to pay for the work described in the Construction Contract executed by the Owner and contractor and approved by CAA. Any change to the work out in the Construction Contract requires a written Change Order approved by the contractor, the Owne CAA. The Applicant acknowledges that the Grant Funds are to be used for necessary lead abatement/remediation work and that these funds cannot be used for cosmetic or non-health and sa related repair.				
3.		RSEMENTS: CAA will hold the Grant Funds in an escrow on behalf of the Applicant and make its to the contractor in accordance with the Construction Escrow Agreement.			
4.		PERATION: The Owner agrees to allow contractor and CAA reasonable access to the home to rm the work.			
APF	PLICANT:		CAA:		
Appli	icant Signatu	re	CAA Representative Signature		
Co-A	applicant Sigr	nature	CAA Representative Name		
Date			Date		

CONSTRUCTION CONTRACT

Project Funding:	☐ State Lead	☐ Federal Lead	☐ Healthy Homes	DHHS	Project Type: ☐ Single-Family	☐ Multi-Family
Escrow Agent (CAA):				CAA Re	ep Name:	
(674).				CAA Re	ep Title:	
				CAA Re	ep Phone:	
				CAA Re	ep Email:	
Applicant:			Co-A	pplicant	:	
			Addı	Address:		
Property:				ractor:		
Federal Lead Gra	nnt: \$		Addr	ess:		
Healthy Homes G	·					
State Lead Grant	: \$			ract Am	ount: \$	
DHHS:	\$		Cont	ract Date		
Owner Contributi	ion: \$					

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.	<u>Interior Start Date</u> : 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

Prepared by MaineHousing Page 17 of 58 Construction Contract 01/01/2024

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
Federal Lead Grant	\$	\$	\$
Federal Lead Additional Project Costs (Owner Assumed Obligation)	\$	\$	\$
Healthy Homes Grant	\$	\$	\$
State Lead Grant	\$	\$	\$
State Lead Owner Match	\$	\$	\$
State Lead Additional Project Costs (Owner Assumed Obligation)	\$	\$	\$
DHHS	\$	\$	\$
CONTRACT TOTAL	\$	\$	\$
Leveraged Funding	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

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:
 - 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).

Prepared by MaineHousing Page 18 of 58 Construction Contract 01/01/2024

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

Prepared by MaineHousing Page 19 of 58 Construction Contract 01/01/2024

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

INSURANCE 13.

Commercial General Liability Insurance. The Contractor shall procure and maintain during the a. 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.
- Deductible Amount. The Contractor will reimburse the Owner and hold the Owner harmless for C. 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.
- Certificate of Insurance. The Contractor will provide Owner with either certificates of insurance or d. 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.
- Owner as Additional Insured. The Owner shall be named as an additional insured in all such e. 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.

RELOCATION OF TENANTS 15.

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 Prepared by MaineHousing Page 20 of 58 Construction Contract

11/2/2022

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)

Prepared by MaineHousing Page 21 of 58 Construction Contract 01/01/2024

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	t with the parties agreeing to accept as
fina	al the arbitrator's decision.	If selected: Client initials	Contractor initials
		•	tor's decision and to seek satisfaction Contractor initials
	mediation, with the parties agreeir tempt to resolve their differences.		ions through a neutral mediator in order to 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.

Signature of Owner Signature of Co-Owner CONTRACTOR Signature of Contractor Representative Contractor Representative Name CAA Signature of CAA Representative Date Date

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 <u>strongly</u> 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.

Prepared by MaineHousing Page 24 of 58 Construction Contract 01/01/2024

CONSTRUCTION ESCROW AGREEMENT

Project Funding:	□ State Lead	□ Federal Lead	☐ Healthy Homes	DHHS Projec	t Type: ☐ Single-Family	☐ Multi-Family
Escrow Agent				CAA Rep Name:		
(CAA):				CAA Rep Title:		
				CAA Rep Phone:		
				CAA Rep Email:		
Applicant:			Co-	Applicant:		
Address:			Add	dress:		
Property:			Coi	ntractor:		
			Add	dress:		
Federal Lead Fu	nds: \$					
Healthy Homes F	Funds: \$				·	
State Lead Fund	s: <u></u>		Соі	ntract Amount:	\$	
DHHS:	\$		Coi	ntract Date:		
Owner Contribution:						

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	

HEALTHY HOMES ASSESSMENT AND INTERVENTION COMPLIANCE AGREEMENT

Project Funding: Federal Lead Healthy Homes Project Type: Single-Family CAA Rep Name: CAA Rep Title: CAA Rep Phone: CAA Rep Email:						
Applicant:			Co-Applicant:			
Property:			Contractor: Healthy Homes Amount: Contract Date:	\$		
I have been inf	ormed of the Healthy Home	s Assessment an	d Intervention Program.			
	OSE NOT TO PARTICIPATE	Ξ.				
Signature of	Applicant	Date	Signature of Co-Applicant		Date	
□ ГСНОС	OSE TO PARTICIPATE.					
By choosir	ng to participate in the Healt	hy Homes Asses	sment and Intervention Prog	ram, I agree to the	following:	
1.	The CAA will conduct a He	althy Homes Ass	essment.			
2.		ork that will be pe	and completed by licensed co erformed on my property. A li			
3.			Intervention work will be paid ad Hazard Reduction Grant F		pplemental	
4.			and all items in the basemen r to accommodate for the He			
Signature of	Applicant	Date	Signature of Co-Applicant		Date	

BID TABULATION SHEET

Project Funding: [☐ State Lead ☐ Federal Lead	☐ Healthy Homes	DHHS Project Type: Single-Family Multi-Family
Agency (CAA):			CAA Rep Name:
_			CAA Rep Title:
			CAA Rep Phone:
			CAA Rep Email:
Applicant:		Co	-Applicant:
Property:			
		BID 1	
Contractor Name		5.5 1	☐ Not on Debarment List
Date Bid Submitt			☐ Current Insurance Certificates
Bid Amount	\$		☐ Available / Can meet project timeline
	<u> </u>		a.a.se, can meet project amount
Comments:			
		BID 2	
Contractor Name			□ Not on Debarment List
Date Bid Submitt			☐ Current Insurance Certificates
Bid Amount	\$		☐ Available / Can meet project timeline
Comments:			
		BID 3	
Contractor Name			☐ Not on Debarment List
Date Bid Submitt	ed		☐ Current Insurance Certificates
Bid Amount	\$		☐ Available / Can meet project timeline
Comments:			
AWARDED TO:	-		
Comments:			
CAA Representative S	ignature		Date
CAA Representative M	ame		

CAA Representative Name

CONTRACTOR DECLARATION OF REFUSAL TO BID FORM

Project Funding: ☐ State Lead ☐ Federal Lead ☐ Healthy Home Agency (CAA):	
Applicant:	Co-Applicant:
Property:	
l of (Contractor Name)	(Contractor Business Name)
(Contractor Name) certify by my signature below; I was offered the same chance above-named CAA for the above-referenced project:	
Reason of Refusal:	
Contractor Representative Signature	Date
Contractor Representative Name	

PRE-CONSTRUCTION CONFERENCE REPORT

Project Funding: Agency (CAA):		☐ Federal Lead		CAA Rep Nam	ne:	
Applicant (Owne Property:	r):		(Co-Applicant: Contractor: Contract Amount: Contract Date:	\$	
the Contract, role of the CA explanations the Lead Haz Program (Sta assumes no HUD 24 CRF and have rec will be require	the project de AA, and our resto our question and Reduction te Lead"), staff responsibilities Part 35: I (weived a copy ced to be relocated.	sign specification sponsibilities during the sign of any, and any of any	ns explaining the ing the construction the construction of the con	e scope work to be ction phase. I (we esistance will be peroperation of the Main and estand and actes not warrant and estand in Your Home peroperation of the scope of the sco	the that I (we) understand to be performed by the Control have been given adequate rovided by the CAA, admitted Lead Paint Hazard Abacknowledge that the Progray work performed. The of the dangers of lead beamphlet. I (we) understances are achieved. I (we) e CAA.	ractor, the late inistrator of latement am coased paint, and that we
Signature of O	wner				Date	
•	nit required t a permit is no	·	·		Date ed in project file. If No, ex	plain how
homeowner(s standards req	,) CAA, Contractured by the Ma	ctor(s), and myse aine Department	lf. I understand of Environmenta	and agree that the	on this date between the work performed must mee e Federal Lead and/or State Contract.	
Signature of Co	ontractor			Da	ate	
Contractor Rep	presentative Name)				
I, the undersig	gned, hereby ce	ertify that I particip	pated in a pre-co	enstruction confere	nce on this date.	
Signature of Ca	AA Lead Designer	r		Da	ate	
CAA Lead Des	igner Name					

UNIT #			
	IIT 4	4	
	II I Z	L	

AMI for this tenant:	
AMI for this tenant:	

TENANT APPLICATION

Community Action Ag	jency (CAA):		Qι	estions sh	ould be directed to:		
Name		AA Rep Nam	ne:				
Address			CA	AA Rep Title	:		
	CAA Rep Phone:						
			CA	AA Rep Ema	nil:		
INSTRUCTIONS: Retu	ırn completed and signed A	pplication and App	licant l	nformation F	Form to the above-named C	CAA.	
Date		Project	Туре	☐ Sing	le-Family Rental	lulti-Family	
	I.	PROPER	TY IN	IFORMAT	TION		
Address:			Apartı	ment#			
			#Bedr	rooms:			
			Rent /	Amount:			
	II.	HOUSEH	DLD II	NFORMA	TION		
Tenant Name:			Co-Te	enant Name:	:		
F	irst MI La	ast			First MI	Last	
Date of Birth:			Date	of Birth:			
Telephone:			Telep	hone:	-		
Total number in beuse		_					
rotal number in nouse	(including you)		ndent c	:hildren unde	er six years of age reside in	the home.	
Total number in house	(including you)	LI No depe	ndent c	children unde	er six years of age reside in		
	(including you) Child (age 18 or younger)	Full time stude		Age	Blood Lead Levels VEBL ug/dl	Covered by	
					Blood Lead Levels	Covered by	
		Full time stude	nt?		Blood Lead Levels	Covered by MaineCare	?
		Full time stude	nt?		Blood Lead Levels	Covered by MaineCare	? No
		Full time stude Yes Yes	nt? No		Blood Lead Levels	Covered by MaineCare Yes Yes	? No No
Name(s) of Company of		Full time stude Yes Yes Yes Yes Leaning, does a cheparate days per	No N	Age r than your o	Blood Lead Levels VEBL ug/dl dependent, under six years ours or more per year) in	Covered by MaineCare Yes Yes Yes Yes Yes	No No No
Name(s) of Company of	as a child care location? Maree hours per day, on two schildren who received services	Full time stude Yes Yes Yes Yes Yes Leaning, does a cheparate days per sees been determin	No No No do other veek (a ed to ha	r than your out least 60 ho	Blood Lead Levels VEBL ug/dl dependent, under six years ours or more per year) in soning?	Covered by MaineCare Yes Yes Yes Yes Yes Yes	No No No No No No
Name(s) of Company of	as a child care location? Maree hours per day, on two schildren who received service.	Full time stude Yes Yes Yes Yes Yes deaning, does a cheparate days per the company determing the company determined the	No N	r than your out least 60 ho	Blood Lead Levels VEBL ug/dl dependent, under six years burs or more per year) in soning? ASSETS	Covered by MaineCare Yes Yes Yes Yes Yes Yes U Yes U Yes	No No No No No No
Name(s) of Control Name(s) of Co	as a child care location? Maree hours per day, on two sechildren who received service the employment information.	Full time stude Yes Yes Yes Yes Yes deaning, does a cheparate days per the company determing the company determined the	No N	r than your out least 60 ho	Blood Lead Levels VEBL ug/dl dependent, under six years ours or more per year) in soning?	Covered by MaineCare Yes Yes Yes Yes Yes Yes U Yes U Yes	No No No No No No
Name(s) of Company of	as a child care location? Maree hours per day, on two sechildren who received service the employment information.	Full time stude Yes Yes Yes Yes Yes deaning, does a cheparate days per the company determing the company determined the	No N	r than your out least 60 ho	Blood Lead Levels VEBL ug/dl dependent, under six years burs or more per year) in soning? ASSETS	Covered by MaineCare Yes Yes Yes Yes Yes Yes U Yes U Yes	No No No No No No
Name(s) of Company of the company of	as a child care location? Moree hours per day, on two suchildren who received service the employment information.	Yes Yes Yes Yes Yes Yes Leaning, does a cheparate days per Les been determin HOUSEHOLD on requested belo	No N	r than your out least 60 hours lead point of the point of	Blood Lead Levels VEBL ug/dl dependent, under six years burs or more per year) in soning? ASSETS for enrollment in the Progra	Covered by MaineCare Yes Yes Yes Yes Yes Yes U Yes U Yes	No No No No No No
Does your home serve of age spend at least the the home? If yes, have any of the control of the	as a child care location? Moree hours per day, on two suchildren who received service the employment information.	Yes Yes Yes Yes Yes Yes Leaning, does a cheparate days per Les been determin HOUSEHOLD on requested belo	No N	r than your out least 60 hours lead point ave lead point average lea	Blood Lead Levels VEBL ug/dl dependent, under six years burs or more per year) in soning? ASSETS for enrollment in the Progra	Covered by MaineCare Yes Yes Yes Yes Yes Yes U Yes U Yes	No No No No No No
Name(s) of Company of the company of	as a child care location? Moree hours per day, on two suchildren who received service the employment information.	Yes Yes Yes Yes Yes Yes Heaning, does a cheparate days per the determine HOUSEHOLD on requested belowes, provide 2 year	No N	r than your out least 60 hours lead point of the point of	Blood Lead Levels VEBL ug/dl dependent, under six years burs or more per year) in soning? ASSETS for enrollment in the Progra	Covered by MaineCare Yes Yes Yes Yes Yes Yes U Yes U Yes	No No No No No No

a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott	me dress usehold Emplo d:	Street, Company No Street, Company No Street, Company No AMOUNT y) from Employment Extration Comment	If yes, provid	Employe Position No. of Y de 2 years tax returns Employe Position No. of Y	er Telephone	ogram. C) Head of Household
a. Wab. Add b. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott	dress usehold Emplo d:	yment: Street, Concome inform AMOUNT y) from Emploome From: yment istration Comine	If yes, provid	Position No. of Y de 2 years tax returns Employe Position No. of Y ication to be consider	rears Separate Section Sectin Section Section Section Section Section Section Section Section	ogram. C) Head of
ad of Hou if-Employed aployer Nam aployer Add cupants mu a. Wa b. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Oth d. Gro	usehold Emplo d:	yment: Street, Concome inform AMOUNT y) from Emploome From: yment istration Comine	If yes, provid	No. of Y de 2 years tax returns Employe Position No. of Y ication to be consider	rears s, including all Schedules. er Telephone rears red for enrollment in the Pro	ogram. C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. C. Ott d. Gro	d:	yment: Street, Concome inform AMOUNT y) from Emploome From: yment istration Comine	If yes, provid	de 2 years tax returns Employe Position No. of Y	s, including all Schedules. er Telephone ears red for enrollment in the Pro	ogram. C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott	d:	Street, Concome information AMOUNT y) from Employment yment istration Comme	nation and verifi	Employe Position No. of Y ication to be consider	red for enrollment in the Pro	ogram. C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. C. Ott d. Gro	gross ages (gross month ditional Monthly In Overtime Part-Time Employeers Veteran's Admin Net Rental Incor Self Employmen Child Support	Street, Concome inform AMOUNT y) from Employment yment stration Comme	nation and verifi	Employe Position No. of Y ication to be consider	red for enrollment in the Pro	ogram. C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	GROSS ages (gross month ditional Monthly In Pentime Part-Time Employeersions Veteran's Admin Net Rental Incor Self Employmen Child Support	AMOUNT y) from Empl come From: yment stration Com	nation and verifi	Position No. of Y	red for enrollment in the Pro	ogram. C) Head of
a. Wa b. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	GROSS ages (gross month ditional Monthly In Overtime Part-Time Employeers Admin Net Rental Incor Self Employmen Child Support	AMOUNT y) from Empl come From: yment stration Com	nation and verifi	No. of Y ication to be consider	red for enrollment in the Pro	ogram. C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	GROSS ages (gross month ditional Monthly In Overtime Part-Time Emplo Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	AMOUNT y) from Empl come From: yment stration Com	nation and verifi	ication to be consider	red for enrollment in the Pro	C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	GROSS ages (gross month ditional Monthly In Overtime Part-Time Emplo Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	AMOUNT y) from Empl come From: yment stration Com	loyment	A	В	C) Head of
a. Wab. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	GROSS ages (gross month ditional Monthly In Overtime Part-Time Emplo Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	AMOUNT y) from Empl come From: yment stration Com	loyment	A	В	C) Head of
b. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	ages (gross month ditional Monthly In Overtime Part-Time Emplo Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	y) from Empl come From: yment istration Com	- - - -		-	
b. Add 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	ditional Monthly In Overtime Part-Time Emplo Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	come From: yment stration Com	- - - -			
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	Overtime Part-Time Emplo Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	yment stration Com	npensation			
2. 3. 4. 5. 6. 7. 8. 9. 10. c. Oth d. Gro	Part-Time Employeensions Veteran's Admin Net Rental Incor Self Employmen Child Support	stration Com	pensation			
3. 4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	Pensions Veteran's Admin Net Rental Incor Self Employmen Child Support	stration Com	npensation			
4. 5. 6. 7. 8. 9. 10. c. Ott d. Gro	Veteran's Admin Net Rental Incor Self Employmen Child Support	ne	pensation			
5. 6. 7. 8. 9. 10. c. Ott d. Gro	Net Rental Incor Self Employmen Child Support	ne	npensation			
6. 7. 8. 9. 10. c. Ott d. Gro	Net Rental Incor Self Employmen Child Support	ne	· _			
6. 7. 8. 9. 10. c. Ott d. Gro	Self Employmen Child Support		_			
7. 8. 9. 10. c. Oth d. Gro	Child Support	•				
9. 10. c. Oth d. Gro						
9. 10. c. Oth d. Gro		e (TANF/WIC				-
10. c. Oth	Social Security E	•				
c. Oth d. Gro	. Unemployment (n			
d. Gro	her**	ompondation				
	oss Monthly Inco	ma (Total A				
	tal (Line D Multipli	•				
f. Gro	oss Household Ir	,				
i. Git	oss nousellolu li	come (Total	e(A)+e(b)+e(C) .		
*If self-emple ** Includes b or investment	bonuses, dividends,	most recent 2 nterest, royaltion	years of complet es, alimony, sick	ed tax returns including pay, disability, retireme	g Schedule C. ent, income from trusts, income	from business activities
<u>or invocanor</u>	110.					
		IV	. HOUS	EHOLD INCOME	E AND ASSETS	
ertify that	ALL the informa	ion I have p	provided on thi	is form is TRUE an	nd CORRECT and I ackno	owledge the CAAs rig
	her certify that I I				sponsibilities and informa	
		havo rossiv	ed a convert	ha Unitad States F	Environmental Protection	Agonov namphlat an
				ne United States E ection with our apa	Environmental Protection artment unit.	Agency pamphiet en
aned hv all	l Tenants of the p	roperty				

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 Elderly Black/African American Single Parent with Children American Indian/Alaska Native Two Parents with Children Asian Other Native Hawaiian/Other (specify) Ethnicity: Pacific Islander Hispanic or Latino American Indian/Alaskan Native & White Not Hispanic or Latino: Asian & White

Black/African American & White

	Office U	lse Only	
The Gross Income as calculated pursuant to this Te	nant Application has beer	n verified by the CAA to be:	\$
Maximum Eligible Income for this Tenant/ is:	\$	Percentage of AMI:	
CAA Representative Signature	Date	CAA Representative Name	

Physically Disabled Head of

Household

☐ Yes

□ No

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.

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 grants of up to \$1,450 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.
- 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. <u>Notice of Dispute</u>. 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. <u>Informal Conference</u>. 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. <u>Dispute Resolution.</u> 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.

BLOOD TESTING RELEASE

Agency (CAA):	☐ State Lead ☐ Federal Lead ☐ Healthy Hom	CAA Bon Title:	-Family
Applicant (Owne	r):	Co-Applicant:	
Property:			
		Apt#:	
INSTRUCTIONS:	Return completed and signed Blood Testing Rele	ase to the above-named CAA.	
Date			
in your home. If child's primary h	ed that all children under six years of age have your children have not received a blood test it ealth care provider or the local health departed and the following-the one which best designed.	n the past three (3) months , you sho nent to arrange for a test. scribes your children:	ould contact your
My childre	n under six have had their blood lead levels to	ested in the past three (3) months . F	Please identify
Provider Name		Date of Test	
			
I hereby at Grant Prog	uthorize the provider to release the results of tram.	<u></u>	Hazard Reduction
Grant Prog		this (these) blood test (s) to the Lead	
Grant Prog	ram. n under six have not had their blood lead leve	this (these) blood test (s) to the Lead	ns and I agree to have
Grant Prog	n under six have not had their blood lead leve d at this time.	this (these) blood test (s) to the Lead els tested in the past three (3) month se not to have my child (children's) that disclosure of this information is	ns and I agree to have tested for lead.
Grant Prog	n under six have not had their blood lead level d at this time. The sus purposes and/or personal reasons, I chood lity disclose this information. I/We understand in the Lead Hazard Reduction Grant Program	this (these) blood test (s) to the Lead els tested in the past three (3) month se not to have my child (children's) that disclosure of this information is	ns and I agree to have tested for lead.

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Agency (CAA):	ead 🔲 Federal		ealthy Homes	DHHS P CAA Rep Name: CAA Rep Title: CAA Rep Phone: CAA Rep Email:			
Applicant (Owner):			Co-	Applicant:			
Property:			Ter	ant: #:			
INSTRUCTIONS: Return con	mpleted and sigr	ned Certificati	ion to the abov	re-named CAA.			
On your Application for fur age spends a "significant a hours a day on two separa	amount of time' te days a week	' visiting you k and a total	ur home. A "s I of 60 hours	ignificant amou per year."	ınt of time" visi	ting is define	ed as, "three
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
# of hours per day							
If the number of hours vari	es from week t	o week, ple	ase explain:				
By signing below, you are	certifying that t	his stateme	nt and inform	nation is true an	d correct.		
Date:		Owner/O	ccupant Sigr	nature:			
		Owner/O	ccupant Nan	ne:			
Date:		Co-Owne	er/Occupant	Signature:			
<u>-</u>			er/Occupant				

	ency (CAA):	ad	☐ Healthy Homes	DHHS CAA Rep N CAA Rep T CAA Rep E	Name:	/pe: ☐ Single-Fam	nily
	plicant (Owner):				:		
Pro	operty:			enant: nit#:			
Со	ntractor:			ш.			
1.	I/We, the undersigned, relocation expenses ass referenced Property. I/V above-referenced Common to verify expenses incur such relocation assistant Contractor to prepare the critical work areas and prepared to the contract of the contract of the critical work areas and prepared to the contract of the critical work areas and prepared to the critical work are and pre	sociated with lead p We understand that munity Action Agen rred as a result of te nce, that I/we have ne Property for lead	paint hazard abate t in order to receiv ncy ("CAA"), and/o emporary relocational a responsibility to I hazard abatemer	ment work e reimburs r other doc n. I/We als cooperate nt/remediati	in our/my ement, we uments wh so underst with the Ca ion work, in	home located at must provide reconich may be required and that in the exact AA and the above noticed moving the second m	the above ceipts to the ired by the CAA, vent I/we receive e referenced
2.	I/We, the undersigned, following: (i) moving ex (iv) laundry; (v) extra garental fees for other alterother than relocation, I/relocation expenses. Fexpenses or for expenses	spenses; (ii) hotel/masoline/transportation ernative housing ar we understand that Furthermore, I/We u	notel costs; (iii) sed on costs due to the rangements. If the t this does not ent understand that the	curity depose temporary e relocation the me/us to CAA is ur	sits and moy relocation assistance or request ander no obl	onthly rent for apa n to another dwel the I/we receive is additional money	artment units; Iling; and (vi) spent on items for actual
3.	I/We, the undersigned, property owner/represe property during my/our relocation reimburseme responsibility.	ntative. I/We, unde relocation, I/we ma	rstand if I/we are on the responsible for the	leemed res	sponsible for associated	or damages to the	e relocated ges. Any
4.	By signing this agreeme	ent, I/We acknowle	dge the conditions	of receiving	ng relocation	on reimbursemen	ts and that
	\$1,450 is the maximum	· ·				•	
	Signature of occupand do not understand thi			hazard ab	oatement v	work is being ca	ırried out. If you
	Occupant Signature		Ap	eartment/Unit	#	Date	
	Occupant Name						
	Co-Occupant Signature		Ap	artment/Unit	#	Date	
	Co-Occupant Name						
	By signing below, the or renter(s).	CAA acknowledg	es receipt of this	documen	ıt signed l	by the above ho	meowner(s)
	CAA Representative Signatur	re				Date	
	CAA Representative Name						

ι	JI	۷	IT	#	
---	----	---	----	---	--

AMI for	this	tenant:	

TENANT APPLICATION

Community Action Age	ency (CAA):			Questions	s should be dire	cted to:				
Name				CAA Rep	Name:					
Address				CAA Rep Title:						
				CAA Rep	Email:					
INSTRUCTIONS: Retur	n completed and	signed A	Application and Applic	ant Informati	on Form to the a	bove-named	CAA.			
Date		_	Project T	/pe 🗆 :	Single-Family Re	ntal 🔲	Multi-Family			
		I.	PROPERT	Y INFORM	IATION					
Address:			,	partment #						
				Bedrooms:						
			1	Rent Amount	<u> </u>					
		II.	HOUSEHO	D INEOD	MATION					
			HOUSEHO		WIATION					
Tenant Name:	st MI		(o-Tenant Na		MI	Loot			
Fir			,)_4	First		Last			
Date of Birth:				Date of Birth:						
Telephone:				elephone:						
Total number in house (i	ncluding you)		No depend	ent children	under six years o	f age reside i	n the home.			
Name(s) of Cl	hild (age 18 or you	nger)	Full time student	Age	Blood Lea VEBL		Covered I MaineCar			
			Yes No)			Yes	No		
			Yes No)			Yes	No		
			Yes No)			Yes	No		
			Yes N				Yes	No		
				·	·					
Does your home serve a of age spend at least thr the home?							s □ Yes	□ No		
If yes, have any of the cl	aildren who receiv	ed sarvi	ces heen determined	to have lead	noisoning?		☐ Yes	□ No		
in yes, have any or the or			oes been determined	to have lead	polooriing:					
			HOUSEHOLD	NCOME A	ND ACCETS					
O		III.	HOUSEHOLD I							
Occupants must provide		informati	ion requested below	o be conside	ered for enrollmer	nt in the Prog	ram.			
Tenant Employment										
Self-Employed:	☐ Yes ☐ No	o If y	ves, provide 2 years i		_	dules.				
Employer Name				Employer T Position	eiepnone					
Employer Address				COSITION						

No. of Years

Street, City, State, Zip

UNIT	#_			

Co-Tenant Employm	nent:					
Self-Employed:	☐ Yes	□ No	If yes, pro	ovide 2 years tax returns	s, including all Schedules.	
Employer Name						
Employer Address		Street City	, State 7in	Position		
		Street, City	/, State, Zip	No. of Y	ears	
Head of Household	Employm	ent:				
Self-Employed:	☐ Yes	☐ No	If yes, pro	ovide 2 years tax returns	s, including all Schedules.	
Employer Name				Employe	er Telephone	
Employer Address		Street City	Ctoto Zin	Position		
		Street, City	, State, Zip	No. of Y	ears	
Occupants must provide	e gross inco	me informa	ation and ve	erification to be conside	red for enrollment in the Pro	ogram.
	GROSS AN	MOUNT		A TENANT	B CO-TENANT	C) Head of Household
a. Wages (gros	s monthly) f	rom Emplo	yment			
b. Additional Mo	onthly Incom	ne From:				
1. Overtime	e					
	e Employm	ent				
3. Pensions						
	s Administra tal Income	ation Comp	ensation			
_	oloyment*					
7. Child Su	-					
	ssistance (T	ANF/WIC/	GA)			
	ecurity Bene		,			
10. Unemplo	yment Com	pensation				
c. Other**						
d. Gross Mont	hly Income	(Total A, B	8 & C)			
e. Total (Line D	Multiplied I	by 12)				
f. Gross Hous	ehold Inco	me (Total e	e(A)+e(B)+e	e(C):		
*If self-employer, pleas ** Includes bonuses, di or investments.	e provide mo vidends, inter	st recent 2 y rest, royalties	ears of comp s, alimony, si	oleted tax returns including ick pay, disability, retireme	g Schedule C. ent, income from trusts, income	from business activities
		n/		IOTUOL D INCOME	- AND 4005T0	
		IV.	HOU	SEHOLD INCOME	AND ASSETS	
I certify that ALL the i verify. I further certify <i>Tenant Information</i> .	nformation / that I hav	I have pro e received	ovided on I a copy of	this form is TRUE and agree to the res	nd CORRECT and I ackn sponsibilities and informa	owledge the CAAs right to tion contained in the
I/We, acknowledge the Protect Your Family F						Agency pamphlet entitled
Signed by all Tenants	of the prop	erty		·		
					Date	
Signature of Tenant (O	ccupant)					
Signature of Co-Tenan	t (Co-Occupa	int)			Date	

CAA Representative Signature

			Applic	ant Demographic Profile				
lender's compliance with edencouraged to do so. The choose to furnish it. However	qual credit law provide ver, if you o	opportunites that a lead	ty and fair ender may t to furnis	ernment for certain types of loans housing laws. You are not requ y neither discriminate on the basi h the information, under federal r or surname. If you do not wish t	iired to furni is of this inf regulations	ish this inf ormation, the lende	ormation, but are nor on whether yer r is required to no	ou te race or
I do not wish to furnish th			☐ Yes	s □ No all that apply)				
Single Married Elderly Single Parent with Children Two Parents with Children Other	['] □ Male	Female	` } ;	# of Household Members Race: White Black/African American American Indian/Alaska Native Asian Native Hawaiian/Other				
(specify) Ethnicity: Hispanic or Latino Not Hispanic or Latino: Physically Disabled Head Household	of	□ □ □ Yes	□ No	Pacific Islander American Indian/Alaskan Native Asian & White Black/African American & White	& White			
Displaced Homemaker*								
				Office Use Only				
The Gross Income as calculate	ed pursuant	to this Ten	ant Applica	tion has been verified by the CAA to	be:		\$	
Maximum Eligible Income for this Tenant/ is: Percentage of AMI:								

Date

CAA Representative Name

UNIT#	
-------	--

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.

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 grants of up to \$1,450 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.
- 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. <u>Notice of Dispute</u>. 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. <u>Informal Conference</u>. 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. <u>Dispute Resolution.</u> 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.

PLEASE CONTACT YOUR COMMUNITY ACTION AGENCY.

IF YOU DO NOT UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS DOCUMENT,

BLOOD TESTING RELEASE

Project Funding: Agency (CAA):		☐ Federal Lead	•	CAA R CAA R CAA R	ep Name: ep Title: ep Phone:	☐ Single-Family	
Applicant (Owne	r):			Co-Applican	t:		
Property:	_			Tenant: Apt#:			
INSTRUCTIONS:	Return comple	eted and signed Bl	ood Testing Relea	ise to the abo	ove-named CAA	. .	
in your home. If child's primary h	your children ealth care pro	have not receive vider or the loca	d a blood test in I health departm	the past th i ent to arran	ree (3) month ge for a test.	ted prior to hazar s , you should co	
My children		-		-		months . Please i	dentify
Provider Name					Date of Test	<u> </u>	
I hereby au Grant Prog		ovider to release	the results of the	nis (these) b	lood test (s) to	the Lead Hazard	d Reduction
	n under six ha d at this time.	ve not had their	blood lead level	ls tested in t	he past three	(3) months and I	agree to have
For Religion	ous purposes a	and/or personal r	easons, I choos	e not to ha v	ve my child (cl	hildren's) tested f	or lead.
		s information. I/N zard Reduction		hat disclosu	re of this infor	mation is not requ	uired for
Parent or Guardian	Signature			_	Date		
Parent or Guardian	Name			_			

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Lo	ead 🗖 Federal			DHHS Project CAA Rep Name: CAA Rep Title: CAA Rep Phone: CAA Rep Email:			☐ Multi-Family
Applicant (Owner):			Co-	Applicant:			
Property:			Ter	· · · · · · · · · · · · · · · · · · ·			
INSTRUCTIONS: Return co	mpleted and sigr	ned Certificati	ion to the abov	/e-named CAA.			
Date							
On your <i>Application</i> for fur age spends a "significant a hours a day on two separates". Please fill in the table belo	amount of time ate days a wee	" visiting you k and a total	ur home. A "s I of 60 hours	ignificant amour per year."	t of time" visit	ting is define	ed as, "three
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
# of hours per day							
If the number of hours vari	ies from week t	to week, ple	ase explain:				
By signing below, you are	certifying that	this stateme	nt and inform	nation is true and	I correct.		
Date:		Owner/O	ccupant Sigr	nature:			
		Owner/O	ccupant Nan	ne:			
Date:		Co-Owne	er/Occupant	Signature:			
		Co-Owne	er/Occupant				

Project Funding: Agency (CAA):	☐ State Lead ☐ Federal Lea	d Healthy Homes	DHHS Proj	ect Type: Single-Far	mily 🔲 Multi-Fami
Agency (OAA).			CAA Rep Name:		
			CAA Rep Title:		
			CAA Rep Phone:		
			CAA Rep Email:	-	
Applicant (Own	er):	C	o-Applicant:		
Property:		Te	enant:		
		Uı	nit#:		
Contractor:					
relocation e referenced above-refer to verify ex such reloca Contractor	indersigned, understand that bexpenses associated with lead Property. I/We understand the renced Community Action Agreemes incurred as a result of ation assistance, that I/we have to prepare the Property for leak areas and packing or otherwest.	d paint hazard abate nat in order to receiv ency ("CAA"), and/o f temporary relocatio re a responsibility to ad hazard abatemer	ement work in our/re reimbursement, or other documents on. I/We also unde cooperate with the ot/remediation worl	my home located at the we must provide recommend which may be required at the event of the above the control of	he above eipts to the ed by the CAA, ent I/we receive referenced
following: (iv) laundry rental fees other than relocation of the second control of the s	indersigned, understand that (i) moving expenses; (ii) hotel, (v) extra gasoline/transports for other alternative housing relocation, I/we understand the expenses. Furthermore, I/We or for expenses not directly as	/motel costs; (iii) sed ation costs due to the arrangements. If the nat this does not ent a understand that the	curity deposits and the temporary relocate the relocation assistant title me/us to reque the CAA is under no	monthly rent for apa tion to another dwell ance I/we receive is s st additional money f	rtment units; ing; and (vi) spent on items for actual
property ow property du	undersigned, understand I/we vner/representative. I/We, und uring my/our relocation, I/we m reimbursement I/we request, r ity.	derstand if I/we are on the description of the desc	deemed responsible or the cost associate the cost associated the cost as t	e for damages to the ted with said damage	relocated es. Any
4. By signing	this agreement, I/We acknow	ledge the conditions	of receiving reloc	ation reimbursement	s and that
\$1,450 is th	ne maximum amount of mone	ey to be received for	temporary relocation	on expenses.	
Signature	of occupant of home or ren	ntal unit where lead	hazard abateme	nt work is being car	rried out. If you
do not uno	derstand this agreement, do	o not sign it.			-
Occupant Sign	nature	Ap	partment/Unit #	Date	
Occupant Nar	me				
Co-Occupant	Signature	Ap	partment/Unit #	Date	
Co-Occupant	Name				
	g below, the CAA acknowled	dges receipt of this	s document signe	ed by the above hon	neowner(s)
CAA Represe	entative Signature			Date	
CAA Represe	ntative Name				

ι	JΝ	11	Т	#	
---	----	----	---	---	--

AMI for this tenant:	
----------------------	--

TENANT APPLICATION

Community Action Age	ncy (CAA):		Questions sho	ould be directed to:		
Name			CAA Rep Nam	e:		
Address						
			CAA Rep Phor	ie:		
			CAA Rep Ema	il:		
INSTRUCTIONS: Return	completed and signed <i>i</i>	Application and Applicar	nt Information F	orm to the above-named C	AA.	
Date		Project Typ	e □ Singl	e-Family Rental	lulti-Family	
	l,	. PROPERTY	INFORMAT	ION		
Address:		Ap	artment #			
			edrooms:			
		Re	nt Amount:			
	II.	HOUSEHOLE	INFORMAT	ΓΙΟΝ		
Tenant Name:		Co	-Tenant Name:			
Firs	t MI L	_ast		First MI	Last	
Date of Birth:		Da	te of Birth:			
Telephone:		Tel	ephone:			
Total number in house (in	cluding you)	□ No depender	nt children unde	r six years of age reside in	the home.	
Name(s) of Ch	ild (age 18 or younger)	Full time student?	Age	Blood Lead Levels VEBL ug/dl	Covered I MaineCar	
		Yes No	1		Yes	No
		Yes No			Yes	No
		Yes No			Yes	No
		Yes No			Yes	No
Does your home serve as of age spend at least thre the home?				ependent, under six years urs or more per year) in	☐ Yes	□ No
If yes, have any of the ch	ldren who received servi	ices been determined to	have lead pois	oning?	☐ Yes	☐ No
	III.	HOUSEHOLD IN	COME AND	ASSETS		
Occupants must provide	the employment informa	tion requested below to	be considered i	for enrollment in the Progra	am.	
Tenant Employment:						
	☐ Yes ☐ No If	yes, provide 2 years tax	returns. includ	ing all Schedules.		
Employer Name			mployer Telepl	=		
Employer Address			Position			
	Street, City, Sta	te, Zip	lo of Years			

No. of Years

UNIT	#					

Co-Tenant Employn	nent:								
Self-Employed:	☐ Yes	□ No	If yes, provid	de 2 years tax returns	years tax returns, including all Schedules.				
Employer Name	-			Employe	er Telephone				
Employer Address	-	04	. Otata 71:	Position	·				
		Street, Cr	ty, State, Zip	No. of Y	ears				
Head of Household	Employm	ent:							
Self-Employed:	☐ Yes	☐ No	If yes, provid	de 2 years tax returns	s, including all Schedules.				
Employer Name				Employe	er Telephone				
Employer Address				Position					
		Street, Ci	ity, State, Zip	No. of Y	ears				
Occupants must provid	e gross inco	me informa	ation and verif	ication to be consider	red for enrollment in the Pro	ogram.			
	GROSS AN	//OUNT		A TENANT	B CO-TENANT	C) Head of Household			
a. Wages (gros			yment						
b. Additional M	- ,	=	_						
1. Overtime	Э		_						
2. Part-Tim	e Employm	ent	_						
3. Pension									
	s Administra	ation Comp	pensation						
	tal Income oloyment*		_						
7. Child Su	-				-				
	ssistance (T	ANF/WIC/	(GA)						
	ecurity Bene			·					
10. Unemplo			_						
c. Other**									
d. Gross Mont	hly Income	(Total A, E	3 & C)						
e. Total (Line L	Multiplied I	by 12)	_						
f. Gross Hous	ehold Inco	me (Total e	e(A)+e(B)+e(C	;):					
*If self-employer, pleas ** Includes bonuses, di or investments.	e provide mo vidends, inter	st recent 2 y est, royaltie	es, alimony, sick	ted tax returns including pay, disability, retireme	Schedule C. nt, income from trusts, income	from business activities			
		11.7	HOHE	FUOLD INCOME	AND ACCETS				
		IV.		EHOLD INCOME					
I certify that ALL the inverify. I further certify <i>Tenant Information</i> .	nformation / that I hav	I have pr e received	ovided on th d a copy of a	is form is TRUE an nd agree to the res	d CORRECT and I acknopensibilities and informa	owledge the CAAs right to tion contained in the			
I/We, acknowledge the Protect Your Family I						Agency pamphlet entitled			
Signed by all Tenants	of the prop	erty							
					Date				
Signature of Tenant (C	ccupant)								
Signature of Co-Tenan	t (Co-Occupa	ınt)			Date				

CAA Representative Signature

Applicant Demographic Profile								
lender's compliance with a encouraged to do so. The choose to furnish it. How	equal credit e law provid ever, if you	opportuni es that a l choose no	ty and fair ender ma ot to furnis	ernment for certain types of loans related to housing laws. You are not required to furr y neither discriminate on the basis of this in h the information, under federal regulations or surname. If you do not wish to furnish t	nish this information, but are nformation, nor on whether you is the lender is required to note race or			
I do not wish to furnish	this inform	ation	□Yes	s □ No				
	Head of	Househo		all that apply)				
Sex of Head of Household Single Married Elderly Single Parent with Childrer Two Parents with Childrer Other (specify) Ethnicity: Hispanic or Latino		Female		# 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				
Not Hispanic or Latino: Physically Disabled Head	d of	□ □ Yes	□ No	Black/African American & White				
		☐ Yes individual v		Other Multi-Racial ot worked full-time, full-years in the labor force fo nily and is employed or under employed and is e				
				Office Use Only				
The Gross Income as calcula	ated pursuant	to this Ten	ant Applica	tion has been verified by the CAA to be:	\$			
Maximum Eligible Income for this Tenant/ is: \$ Percentage of AMI:								

Date

CAA Representative Name

ι	JN	IT	#	
---	----	----	---	--

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.

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 grants of up to \$1,450 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.
- 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. <u>Notice of Dispute</u>. 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. <u>Informal Conference</u>. 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. <u>Dispute Resolution.</u> 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.

BLOOD TESTING RELEASE

Project Funding:	DHHS Project Type: Single-Family Multi-Family CAA Rep Name: CAA Rep Title: CAA Rep Phone: CAA Rep Email:
Applicant (Owner):	Co-Applicant:
Property:	Tenant: Apt#:
INSTRUCTIONS: Return completed and signed Blood Testing Rel Date	ease to the above-named CAA.
It is recommended that all children under six years of age ha in your home. If your children have not received a blood test child's primary health care provider or the local health depart	in the past three (3) months , you should contact your ment to arrange for a test.
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 Grant Program.	this (these) blood test (s) to the Lead Hazard Reduction
My children under six have not had their blood lead lev them tested at this time.	vels tested in the past three (3) months and I agree to have
For Religious purposes and/or personal reasons, I choo	ose not to have my child (children's) tested for lead.
I/We voluntarily disclose this information. I/We understand participation in the Lead Hazard Reduction Grant Program	
Parent or Guardian Signature	Date
Parent or Guardian Name	<u> </u>

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State L	ead 🛭 Federal	Lead \square He	ealthy Homes	DHHS Proje	ct Type: Sir	gle-Family	☐ Multi-Family		
Agency (CAA):				CAA Rep Name:					
				CAA Rep Title:					
				CAA Rep Phone:					
				CAA Rep Email:					
Applicant (Owner):			Co-	Applicant:					
Property:			Ter	ant:					
			Apt	#:					
INSTRUCTIONS: Return co	mpleted and sigr	ned Certificati	ion to the abov	e-named CAA.					
Date									
On your <i>Application</i> 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:									
T loade III III the table belt	l snowing the			y a orma arraor s	T	lono your me)		
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
# of hours per day									
If the number of hours var	ies from week t	to week, ple	ase explain:						
Du signing halaw yawan	a a white since the ant t			ation is two sec	d				
By signing below, you are	certifying that t	inis stateme	nt and inform	nation is true and	a correct.				
Date:		Owner/O	ccupant Sigr	nature:					
Date:			ccupant Sigr						
		Owner/O	ccupant Nan	ne:					
Date:		Owner/O	, ,	ne:					

roject Funding: State Lead	□ Federal Lead □	(DHHS CAA Rep Name CAA Rep Title: CAA Rep Phone CAA Rep Email:	e: e:	☐ Single-Family	☐ Multi-Far
pplicant (Owner):			pplicant:			
roperty:		Tena Unit#	_			
contractor:		——————————————————————————————————————				
I. I/We, the undersigned, use relocation expenses assorted Property. I/We above-referenced Community overify expenses incurred such relocation assistant Contractor to prepare the critical work areas and page 1.	ociated with lead paint /e understand that in counity Action Agency (' ed as a result of tempone, that I/we have a reserved that I/we have a reserved that	t hazard abatement order to receive recaive recaive. "CAA"), and/or or orary relocation. sponsibility to co card abatement/r	ent work in o eimburseme ther docume I/We also u operate with emediation v	our/my home I ent, we must pents which manderstand that the CAA and work, includin	ocated at the ab provide receipts by be required by at in the event I/v If the above refer g moving furnitu	to the change of the CAA, we receive renced
2. I/We, the undersigned, u following: (i) moving exp (iv) laundry; (v) extra gas rental fees for other alter other than relocation, I/w relocation expenses. Fu expenses or for expense	enses; (ii) hotel/motel soline/transportation contine housing arrangue understand that this orthermore, I/We under	costs; (iii) securiosts due to the to gements. If the ros does not entitle retand that the C	ty deposits a emporary rel elocation ass me/us to rea AA is under	and monthly rocation to and sistance I/we quest addition no obligation	ent for apartmer other dwelling; a receive is spent nal money for ac	nt units; and (vi) on items tual
 I/We, the undersigned, uproperty owner/represent property during my/our refelocation reimbursement responsibility. 	tative. I/We, understar elocation, I/we may be	nd if I/we are dee responsible for t	med respon he cost asso	sible for dam ociated with s	ages to the relocation and damages. A	cated ny
. By signing this agreemen	<u>-</u>		_			that
\$1,450 is the maximum a				•		
Signature of occupant do not understand this			azard abate	ment work is	s being carried	out. If you
Occupant Signature		Aparti	ment/Unit #	Da	ite	
Occupant Name						
Co-Occupant Signature		Aparti	ment/Unit #	Da	ite	
Co-Occupant Name						
By signing below, the or renter(s).	AA acknowledges r	eceipt of this d	ocument si	gned by the	above homeow	ner(s)
CAA Representative Signature				Da	ite	
CAA Representative Name						

П	NI.	Τ#		

AMI	for	this	tenant:	

TENANT APPLICATION

Community Action Agency (CAA):	c	uestions s	hould be directed to:		
Name	C	AA Rep Na	me:		
Address		AA Rep Title	e:		
		AA Rep Pho	one:		
	C	AA Rep Em	ail:		
INSTRUCTIONS: Return completed and signed A	application and Applicant	Information	Form to the above-named (CAA.	
Date	Project Type	☐ Sin	gle-Family Rental 🔲 🛭	/ulti-Family	
I.	PROPERTY I	NFORMA	TION		
Address:	Apai	tment #			
	#Bed	drooms:			
	Ren	: Amount:			
II.	HOUSEHOLD	INFORMA	ATION		
Tenant Name:	Co-T	enant Name	۶٠		
	ast	onant rain	First MI	Last	
Date of Birth:	Date	of Birth:			
Telephone:	Tele	phone:			
Total number in house (including you)	D No dependent	children und	der six years of age reside in	n the home.	
	E 11.00 1 1 10		Blood Lead Levels	Covered	bv
Name(s) of Child (age 18 or younger)	Full time student?	Age	VEBL ug/dl	MaineCar	
	Yes No			Yes	No
	Yes No			Yes	No
	Yes No			Yes	No
	Yes No				
	103 110			Yes	No
	leaning does a child oth	er than your	dependent under six vears		
of age spend at least three hours per day, on two s				☐ Yes	□ No
the home?					
If yes, have any of the children who received service	ces been determined to l	nave lead po	oisoning?	☐ Yes	☐ No
III.	HOUSEHOLD INC	OME AND) ASSETS		
Occupants must provide the employment informati				am	
	on requesied below to b	CONSIDERCE	a for emomner in the riogi	arri.	
Tenant Employment:					
	res, provide 2 years tax r	eturns, inclu	ding all Schedules.		
Employer Name Employer Address		nployer Tele sition	phone		

Employer Address

No. of Years

Street, City, State, Zip

UNIT#		

Co-Tenar	nt Employm	ent:						
Self-Employed: Employer Name Employer Address		☐ Yes	□No	If yes, prov	Emplo Position	rs tax returns, including all e Employer Telephone Position No. of Years		
Head of H	lousehold	Employm	nent:					
Self-Emplo Employer N Employer <i>I</i>	oyed: Name Address	☐ Yes	□ No		Position	oyer Telephone on Years		ogram.
b	Wages (gross Additional Mo 1. Overtime 2. Part-Tim 3. Pensions 4. Veteran's 5. Net Rent 6. Self Emp 7. Child Su 8. Public As 9. Social Se 10. Unemplo Other** Gross Montil Total (Line D	e Employments s Administrated Income ployment* poport sesistance (** poport Security Ben pyment Contact Income pyment Contact Income pyment Multiplied* pehold Income pholyment	From Employme From: Dent ation Comparison FANF/WIC/ efits Dent ation Comparison FANF/WIC/ efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison FANF/WIC/ Efits Dent ation Comparison Efits Efits Dent ation Comparison Efits Efits Dent ation Comparison Efits Efits	GA)	•	CO-TI	BENANT	C) Head of Household
	es bonuses, di				eted tax returns includi k pay, disability, retirer		trusts, income	from business activities
verify. I fu Tenant Ini I/We, acki Protect Yo	urther certify formation. nowledge th	that I hav at I/we ha From Lead	ve receive ve receive ve receive	ovided on tood a copy of ed a copy o	and agree to the r	and CORREC esponsibilities Environmenta	T and I acknary and informa	owledge the CAAs right to tion contained in the Agency pamphlet entitled
Signatur	e of Tenant (O	ccupant)				Da	ate	
Signatur	e of Co-Tenan	t (Co-Occupa	ant)			Da	ate	

CAA Representative Signature

		Appl	icant Demographic Profile	
lender's compliance with equa encouraged to do so. The law choose to furnish it. However	al credit opporto v provides that , if you choose	unity and fa a lender m not to furn	vernment for certain types of loans related to air housing laws. You are not required to full any neither discriminate on the basis of this in hish the information, under federal regulation on or surname. If you do not wish to furnish	rnish this information, but are information, nor on whether you as the lender is required to note race or
I do not wish to furnish this	information	ПΥ	es □No	
	lead of House		ck all that apply)	
Sex of Head of Household Single Married Elderly	Male	nale	# of Household Members Race: White Black/African American	
Single Parent with Children Two Parents with Children Other			American Indian/Alaska Native Asian Native Hawaijan/Other	
(specify) Ethnicity: Hispanic or Latino Not Hispanic or Latino: Physically Disabled Head of	= 		Pacific Islander American Indian/Alaskan Native & White Asian & White	
Household Displaced Homemaker* *A displaced homemaker means		□ No al who: has	Black/African American & White Other Multi-Racial not worked full-time, full-years in the labor force family and is employed or under employed and is	
			Office Use Only	
The Gross Income as calculated	oursuant to this T	enant Appli	cation has been verified by the CAA to be:	\$
Maximum Eligible Income for this	Tenant/ is:	\$	Percentag	ge of AMI:

Date

CAA Representative Name

ι	JN	IT	#	
---	----	----	---	--

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.

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 grants of up to \$1,450 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. <u>The cost for the use of these utilities will be at the expense of the owner.</u>
- 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. <u>Notice of Dispute</u>. 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. <u>Informal Conference</u>. 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. <u>Dispute Resolution.</u> 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.

BLOOD TESTING RELEASE

Project Funding: Agency (CAA):		☐ Federal Lead		CAA Re	ep Name:ep Title:ep Phone:	☐ Single-Family	
Applicant (Owne	r):		Co-	Applicant:			
Property:			Ten				
INSTRUCTIONS:	Return comple	ted and signed Bl	lood Testing Release	the abov	e-named CAA		
Date							
in your home. If child's primary h	your children health care pro	have not receive vider or the loca	ears of age have the ed a blood test in the all health department which best describ od lead levels tested	e past thre to arrange	ee (3) month e for a test. children:	s , you should co	ntact your
Provider Name					Date of Test		
I hereby at Grant Prog		ovider to release	e the results of this (these) blo	ood test (s) to	the Lead Hazar	d Reduction
	n under six ha rd at this time.	ve not had their	blood lead levels to	ested in the	e past three	(3) months and	I agree to have
For Religion	ous purposes a	ınd/or personal r	reasons, I choose n	ot to have	e my child (ch	nildren's) tested f	for lead.
		s information. I/N zard Reduction	We understand that Grant Program	disclosure	e of this infor	mation is not req	uired for
Parent or Guardian	Signature						
					Date		

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Le	ead 🗖 Federal		ealthy Homes	DHHS Processing CAA Rep Name: CAA Rep Title: CAA Rep Phone: CAA Rep Email:			Multi-Family
Applicant (Owner):			Co-	Applicant:			
Property:			Ten	eant: #:			
INSTRUCTIONS: Return con	mpleted and sigr	ned Certificati	on to the abov	re-named CAA.			
On your Application for fur age spends a "significant a hours a day on two separa	amount of time' te days a week	' visiting you k and a total	of 60 hours	ignificant amour per year."	nt of time" visit	ing is define	ed as, "three
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
# of hours per day							
If the number of hours vari	es from week t	o week, plea	ase explain:				
By signing below, you are	certifying that t	his stateme	nt and inform	nation is true and	d correct.		
Date:			ccupant Sigr ccupant Nan				
Date:			er/Occupant s				

gency (CAA):	ad	☐ Healthy Homes	DHHS CAA Rep Name CAA Rep Title: CAA Rep Phone CAA Rep Email:	e:	Single-Family	☐ Multi-Fa
pplicant (Owner):			-Applicant:			
roperty:			nant: iit#:			
ontractor:						
. I/We, the undersigned, relocation expenses as referenced Property. I/ above-referenced Com to verify expenses incursuch relocation assistant Contractor to prepare the critical work areas and	sociated with lead pa We understand that munity Action Agenc rred as a result of ter nce, that I/we have a ne Property for lead I	aint hazard abate in order to receive by ("CAA"), and/or mporary relocation responsibility to hazard abatemen	ment work in one reimbursement other document. I/We also ucooperate with t/remediation v	our/my home I ent, we must pents which manderstand that the CAA and work, includin	located at the aborevide receipts to be required by at in the event I/w the above referon moving furniture.	ove to the the CAA, ve receive enced
I/We, the undersigned, following: (i) moving ex (iv) laundry; (v) extra grental fees for other alt other than relocation, In relocation expenses. F expenses or for expenses	openses; (ii) hotel/mo asoline/transportation ernative housing arra we understand that furthermore, I/We un	otel costs; (iii) sec n costs due to the angements. If the this does not enti- nderstand that the	urity deposits a e temporary rel e relocation ass tle me/us to red CAA is under	and monthly rocation to an sistance I/we quest addition no obligation	ent for apartmen other dwelling; al receive is spent nal money for act	it units; nd (vi) on items tual
 I/We, the undersigned, property owner/represe property during my/our relocation reimburseme responsibility. 	ntative. I/We, unders relocation, I/we may	stand if I/we are d be responsible fo	eemed respon or the cost asso	sible for dam ociated with s	ages to the relocation and the relocation age. Ar	ated ny
. By signing this agreem		-	•			that
\$1,450 is the maximum	•			•		
Signature of occupan do not understand thi			hazard abate	ment work is	s being carried o	out. If you
Occupant Signature		Ара	artment/Unit #	Da	ate	
Occupant Name						
Co-Occupant Signature		Ара	artment/Unit #	Da	ate	
Co-Occupant Name						
By signing below, the or renter(s).	CAA acknowledge	es receipt of this	document si	gned by the	above homeow	ner(s)
CAA Representative Signatu	re			Da	ate	
CAA Representative Name						