

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

OWNER APPLICATION

Date _____

Community Action Agency (CAA):

Questions should be directed to:

Name _____
Address _____
Street, City, State, Zip

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

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

I. APPLICANT (OWNER) INFORMATION

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

Owner Name (as reflected on property deed)

Co-Owner Name (as reflected on property deed)

_____ Entity or Owner (First MI Last)
 Mailing Address _____
Street, City, State, Zip
 Home Phone _____
 Work Phone _____
 Date of Birth _____

_____ Entity or Owner (First MI Last).
 Mailing Address _____
Street, City, State, Zip
 Home Phone _____
 Work Phone _____
 Date of Birth _____

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

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

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

a. Total number in house (including you) _____ **b.** Do children under six years of age reside in the home? Yes No

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

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

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

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

II. PROPERTY INFORMATION

1. Address of Property to be abated:

Street Address _____
Street, City, State, Zip
 County _____

2. Dwelling:

Single-Family
 Multi-Family # of Units: _____
 Outbuildings: Yes No

3. Year Built: _____ Unknown

III. INCOME

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

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

1. Owner Employment:

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

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

2. Co-Owner Employment:

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

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

3. Other Occupant Employment:

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

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

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

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

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

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

IV. ACKNOWLEDGEMENT, CERTIFICATION AND AUTHORIZATION

1. Acknowledgement:

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

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

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

Signed by all owners of the property

Signature of Applicant (Owner)

Date

Signature of Co-Applicant (Co-Owner)

Date

V. Applicant Demographic Profile

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

I do not wish to furnish this information

Yes No

Head of Household (check all that apply)

Sex of Head of Household

Male

Female

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

Ethnicity:

Hispanic or Latino

Not Hispanic or Latino:

Physically Disabled Head of Household Yes No

Displaced Homemaker* Yes No

of Household Members _____

Race:

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

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

Office Use Only

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

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

CAA Representative Signature

Date

CAA Representative Name

APPENDIX A
(Retained by the Applicant)

MAINE STATE HOUSING AUTHORITY
NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

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

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

Information We Gather

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

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

Information We Share

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

With your permission.

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

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

Our Security Procedures and Information Accuracy

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

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

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

PROJECT SUMMARY SHEET FOR SINGLE-FAMILY PROJECTS

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

PROPERTY

Single Family

Does Owner reside at the property?	Yes	No
Are children under 6 at the property?	Yes	No
Are the children covered by MaineCare?	Yes	No
Is property under abatement order?	Yes	No

Property Address _____

Applicant (Owner)

Entity or Owner First Name MI Last Name

Mailing Address _____

Home Phone _____

Work Phone _____

Email _____

Co-Applicant (Co-Owner)

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

Mailing Address _____

Home Phone _____

Work Phone _____

Email _____

COMMUNITY ACTION AGENCY (CAA/ESCROW AGENT)

CAA Name _____

Mailing Address _____
Street, City, State, Zip

CAA Rep Name _____

CAA Rep Title _____

CAA Rep Phone CAA _____

Rep Email Lead _____

Designer Name Lead _____

Designer Phone Lead _____

Designer Fax Lead _____

Designer Email _____

LEAD REDUCTION/ABATEMENT CONTRACTOR

Company Name _____

Mailing Address _____
Street, City, State, Zip

Phone _____

Rep Name _____

Rep Phone _____

Rep Email _____

NOTES/COMMENTS

PROJECT FUNDING SUMMARY

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

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

Project Funding	
<input type="checkbox"/> Federal Lead Grant	\$ _____
<input type="checkbox"/> Healthy Homes Grant	\$ _____
Federal Owner Obligation	\$ _____
Federal Lead Total	\$ _____
<input type="checkbox"/> State Lead Grant	\$ _____
State Lead Owner Match	\$ _____
State Lead Owner Obligation	\$ _____
DHHS	\$ _____
State Lead Total	\$ _____
Leveraged Funds	\$ _____
State Lead Match Criteria <input type="checkbox"/> 10% Non-Abatement <input type="checkbox"/> 25% Abatement <input type="checkbox"/> Waived	
Total Owner Obligation	\$ _____

Agreement/Constructions Contract	
Grant Amount	\$ _____
Contract Amount	\$ _____
Contract/Agreement Date	_____
Interior Start Date	_____
Interior End Date	_____
Exterior Start Date	_____
Exterior End Date	_____
Change Orders	
Federal Lead Change Order #1	\$ _____
Federal Lead Change Order #2	\$ _____
State Lead Change Order #1	\$ _____
State Lead Change Order #2	\$ _____
Final Contract Amount	\$ _____
PROJECT TOTAL	\$ _____

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

PHASE 1– SINGLE FAMILY DOCUMENT CHECKLIST

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

	Document Reference	FEDERAL LEAD	STATE LEAD	HEALTHY HOMES
FILE SECTION 1 (Owner)				
Owner Application	Appendix A	X	X	X
Blood Testing Release Form (children only)	Appendix D	X	X	
MaineCare Eligibility Letter(s) (children only) (if applicable)	As of Nov 2022	X	X	X
Children Under 6 Years Old Visiting Certification	Appendix G	X	X	
Authorization to Release Information	Appendix E	X	X	X
Relocation Assistance Acknowledgement	Appendix LD-C	X	X	
Proof of Ownership (Property Deed and/or tax bill)	Owner	X	X	X
Proof of Income (Documents used to determine AMI)	Owner Occupant/Tenant	X		
Income Self-Certification	Owner	X	X	
Proof of Insurance (homeowners insurance information)	Owner	X	X	X
Merchant's Report	CAA	X	X	X
Notice of Preliminary Grant Approval	Appendix LD-1	X	X	X
Grant Agreement	Appendix LD-2	X	X	X
Healthy Homes Compliance Agreement	Appendix HH-6			X
FILE SECTION 2 (Invoices, Checklists, Waivers, Tenant)				
Project Summary Sheet	Appendix 1	X	X	X
Phase 1 Billing Invoice	Appendix 1A	X	X	X
Phase 1 Single-Family Document Checklist	Appendix 1B-SF1	X	X	X
Waivers (if applicable)	Appendix K	X	X	X
FILE SECTION 3 (Contractor)				
Construction Contract	Appendix C-A	X	X	X
Construction Escrow Agreement	Appendix C-B	X	X	X
Lead Design Plan Specifications	Exhibit C	X	X	X
Healthy Homes Design Plan	CAA			X
FILE SECTION 4 (Reports, Designs & Plans)				
Lead Paint Inspection and Risk Assessment Report	CAA	X	X	
Bid Package (including Refusal to Bid, if any)	Appendix Y/CAA	X	X	
Bid Tabulation Sheet	Appendix J	X	X	
Pre-Construction Report	Appendix M	X	X	X
Asbestos inspection documentation (if applicable)	CAA		X	
FILE SECTION 5 (Fed & State Compliance)				
SHPO	CAA		X	
FILE SECTION 6 (Photos, Correspondence)				
Colored Photo(s) of pre-project	CAA	X	X	X
Correspondence	CAA/MHSA	X	X	X

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

 CAA Representative Signature

 Date

 CAA Representative Name

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

SINGLE-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. Applicant should retain this *Application Information* with their records.

1. HOW THE PROGRAM WORKS

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

2. FEDERAL LEAD PROGRAM GENERAL INFORMATION

- a. A Federal Lead Grant is available for eligible Owner occupied single-family homes. The homeowner will be required to sign several documents, including an *Application*, grant documents, a *Construction Contract* and other documents necessary for completion of lead hazard abatement/remediation work. Homeowners must also provide proof of income (such as check stubs and complete income tax returns) and will need to provide proof of property ownership and property insurance (e.g, current property tax bill).
- b. The maximum Federal Lead Grant amount that a single-family homeowner can receive is \$16,000. The homeowner must use the dwelling benefiting from the receipt of Lead Program funds as the principal residence and there must be a child under the age of 6 years permanently residing in the home. This amount may not be enough to treat all of the lead hazards in the home. MaineHousing reserves the right to increase the loan amount on a case-by-case basis, contingent upon available funds. MaineHousing also reserves the right to declare the project too expensive or economically unfeasible and to deny the project.
- c. In addition to the Federal Lead Grant funds, additional grant money is available to conduct Healthy Homes Rating System (HHRS) environmental assessments in eligible homes and related Healthy Homes (HH) interventions in select units receiving Lead Program Grant funds. Healthy Homes interventions will address indoor allergens, household injury risks, mold, radon and other home-based environmental health hazards as identified by the HHRS. The maximum allowed funding per HH intervention is \$3,238.
- d. Owners with properties located in a FEMA recognized Special Flood Hazard Area will not be allowed to participate in the Federal Lead Program.

3. STATE LEAD PROGRAM GENERAL INFORMATION

- a. A State Lead Grant is available for eligible Owner-occupied single-family homes. The homeowner will be required to sign several documents, including an *Application*, grant documents, a *Construction Contract* and other documents necessary for completion of lead hazard abatement/remediation work. Homeowners must also provide proof of property ownership and property insurance (e.g., current property tax bill).
- b. The maximum State Lead Grant amount that a single-family homeowner can receive is \$30,000. The homeowner must use the home as the principal residence. MaineHousing reserves the right to declare the project too expensive or economically unfeasible and to deny the project.
- c. The Owner of property that receives assistance under the State Lead Program shall pay a portion of abatement/remediation costs as follows: At least 10% of the costs of abatement if not under abatement orders; at least 25% of the costs of abatement if the building is under abatement orders.

4. TEMPORARY RELOCATION

- a. Single Family Owners may be eligible for relocation grants of up to \$1,450 to help with temporary relocation.
- b. Relocation grants can be used for moving expenses, costs for alternative housing and other relocation related expenses. Homeowners are responsible for having the home vacant and ready for contractor work prior to commencement of work.
- c. Owners may have to move furniture and belongings out of work areas so that the contractor can perform the work. Homeowners must find alternative housing for pets.

5. RETURNING HOME

The Owner 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.

5. 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.

6. OTHER REQUIREMENTS

- a. Property insurance is required for all properties enrolled in the Lead Program.
- b. 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.
- c. Work cannot commence until the *Application* is approved **AND** the required Lead Program Grant documents and other required Federal Program Grant documents have been signed. Any work started prior to Lead Program Grant closing will not be funded by MaineHousing.
- d. 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.
- e. Site visits will be conducted by staff from the CAA and MaineHousing during the construction phase.

7. CONTRACTOR PROPOSALS

- a. The CAA will obtain a minimum of three bids from separate, qualified contractors to perform the work. The contractor must be a Maine Department of Environmental Protection licensed lead abatement contractor and or a Lead Smart Renovator (if the type of work allows for a Lead Smart Renovator).
- b. Owners should check the Contractor's past performance through references and the Better Business Bureau. The CAA may be able to assist.
- c. The CAA will award the project to the lowest bidder. If Owners choose a contractor whose bid is higher than another, **the Owner will be responsible** for paying the difference between the low bid and the bid the Owner chooses.

8. 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*.

9. 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.

10. RESOLUTION OF DISPUTES

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

- a. Notice of Dispute. Within five business days of becoming aware of a dispute that is not readily resolved, the CAA will send MaineHousing a notice of the dispute with a copy of any written correspondence from the complainant. The CAA will also send a copy of the notice of dispute to the complainant. If MaineHousing learns of the dispute first, MaineHousing shall, within three working days send the CAA a notice of dispute along with any correspondence from the complainant. For the most efficient process, contact the CAA first, not MaineHousing.
- b. Informal Conference. The CAA will set up an informal conference to be held within fifteen days from when the CAA becomes aware of the dispute. The CAA will notify all parties of the date, time and place of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. If the informal conference produces a resolution to the dispute, the CAA will prepare a document signed by all parties involved in the dispute that plainly states the agreed upon resolution.
- c. Dispute Resolution. The lead hazard construction contract and/or the general construction contract between the contractor and the Owner will contain three (3) options to resolve a dispute: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision, 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit., 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If the informal conference does not produce a resolution, the CAA will issue a document stating that no resolution was reached and the CAA will arrange the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract as soon as possible after the informal conference. The parties shall be responsible for splitting the cost of the dispute resolution option agreed upon in the Construction Contract.

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

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

BLOOD TESTING RELEASE

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

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

Date _____

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

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

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

Provider Name _____ **Date of Test** _____

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

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

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

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

Parent or Guardian Signature

Date

Parent or Guardian Name

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

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Lead 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 (Owner): _____	Co-Applicant: _____
Property: _____	

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

Date _____

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

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

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

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

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

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

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

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

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

Project Funding: State Lead 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 (Owner): _____	Co-Applicant: _____
Property: _____	
Contractor: _____	

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

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

_____ Occupant Signature	_____ Date
_____ Occupant Name	
_____ Co-Occupant Signature	_____ Date
_____ Co-Occupant Name	

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

_____ CAA Representative Signature	_____ Date
_____ CAA Representative Name	

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

NOTICE OF GRANT PRE-APPROVAL

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 (Owner): _____ Address: _____ Property: _____	Co-Applicant: _____ Address: _____ Grant Amount: \$ _____
--	--

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

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)	
Federal Lead Grant	\$
Federal Lead Additional Project Costs (<i>Owner Assumed Obligation</i>)	\$
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)	
State Lead Grant	\$
State Lead Owner Match	\$
State Lead Additional Project Costs (<i>Owner Assumed Obligation</i>)	\$
DHHS	\$
HEALTHY HOMES INTERVENTION PROGRAM (Healthy Homes)	
Healthy Homes Grant	\$
TOTAL FUNDS	\$

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

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

Your Closing is scheduled on:

Date: _____ **Place:** _____
Time: _____

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

 Signature of CAA Representative _____
 Date

 CAA Representative Name

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

CONSTRUCTION CONTRACT

Project Funding: State Lead Federal Lead Healthy Homes DHHS **Project Type:** Single-Family Multi-Family

Escrow Agent (CAA): _____ CAA Rep Name: _____
_____ CAA Rep Title: _____
_____ CAA Rep Phone: _____
_____ CAA Rep Email: _____

Applicant: _____	Co-Applicant: _____
Address: _____	Address: _____
Property: _____	Contractor: _____
	Address: _____
Federal Lead Grant: \$ _____	
Healthy Homes Grant: \$ _____	
State Lead Grant: \$ _____	Contract Amount: \$ _____
DHHS: \$ _____	Contract Date: _____
Owner Contribution: \$ _____	

1. PARTIES

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

2. PROGRAM

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

3. WORK

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

4. WORK COMMENCEMENT/COMPLETION

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

5. COSTS

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

Funding Source	Interior	Exterior	Total
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	\$	\$	f

6. PAYMENTS

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

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

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

7. HAZARDOUS WASTE EXPENSES

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

8. ACCESS TO WORK; MAINTENANCE OF RECORDS

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

9. FAILURE TO PERFORM

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

10. LIENS

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

11. PERMITS AND FEES

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

12. INDEMNITY

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

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

13. INSURANCE

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

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

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

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

14. CLEANING UP

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

15. RELOCATION OF TENANTS

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

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

16. COOPERATION WITH CONTRACTOR

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

17. ASSIGNMENT

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

18. PROJECT MONITORING

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

19. WARRANTY

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

20. RELEASE AND HOLD HARMLESS

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

21. COMPLIANCE

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

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

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

22. CHANGES IN SCOPE OF WORK

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

23. RESOLUTION OF DISPUTES

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

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

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

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

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

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

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

25. COMPLETE AGREEMENT

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

26. GOVERNING LAW; GENDER

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

27. MAINE ATTORNEY GENERAL ADVISORY

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

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

OWNERS

Signature of Owner

Date

Signature of Co-Owner

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

CAA

Signature of CAA Representative

Date

CAA Representative Name

CONTRACT ADDENDUM

MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING STATEMENT

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

Contractors Are Not Licensed – Buyer Beware!

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

Always Check Contractor References

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

Written Contracts Are Required

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

Be Careful with Construction Loans

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

Home Contractor Complaints Received by the Attorney General

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

Home Contractors the State Has Sued

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

Your Home Construction Rights

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

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

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

GRANT AGREEMENT

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/Grantee: _____	Co-Applicant: _____
Address: _____	Address: _____
Property: _____	Grant Amount: \$ _____
	Grant Date: _____

1. FUNDS:

A. CAA will provide a total of \$_____ to the Applicant/Grantee from the Lead Program(s) identified herein funded by the Maine State Housing Authority as follows (Grant Amount):

Lead Hazard Reduction Grant (Federal Lead)	\$
Healthy Homes Intervention Grant (Healthy Homes)	\$
Maine Lead-Paint Hazard Abatement Grant (State Lead)	\$
DHHS	\$

B. The Applicant/Grantee will provide a total of \$_____ to the Lead project for the above referenced Property (Owner Contribution):

Federal Lead Additional Project Costs (<i>Owner Assumed Obligation</i>)	\$
State Lead Owner Match	\$
State Lead Additional Project Costs (<i>Owner Assumed Obligation</i>)	\$

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.

2. 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 outlined in the *Construction Contract* requires a written *Change Order* approved by the contractor, the Owner, and 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 safety related repair.

3. DISBURSEMENTS: CAA will hold the Grant Funds in an escrow on behalf of the Applicant and make payments to the contractor in accordance with the *Construction Escrow Agreement*.

4. COOPERATION: The Owner agrees to allow contractor and CAA reasonable access to the home to perform the work.

APPLICANT:

CAA:

Applicant Signature

CAA Representative Signature

Co-Applicant Signature

CAA Representative Name

Date

Date

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

CONSTRUCTION ESCROW AGREEMENT

Project Funding: State Lead Federal Lead Healthy Homes DHHS **Project Type:** Single-Family Multi-Family

Escrow Agent (CAA): _____ CAA Rep Name: _____
 _____ CAA Rep Title: _____
 _____ CAA Rep Phone: _____
 _____ CAA Rep Email: _____

<p>Applicant: _____</p> <p>Address: _____</p> <p>_____</p> <p>Property: _____</p> <p>_____</p> <p>Federal Lead Funds: \$ _____</p> <p>Healthy Homes Funds: \$ _____</p> <p>State Lead Funds: \$ _____</p> <p>DHHS: \$ _____</p> <p>Owner Contribution: \$ _____</p>	<p>Co-Applicant: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contractor: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contract Amount: \$ _____</p> <p>Contract Date: _____</p>
--	--

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

1. DEPOSIT

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

2. AUTHORIZATION

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

3. DISBURSEMENTS

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

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

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

4. CHECK DISBURSEMENTS

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

5. CHANGE ORDERS

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

6. DISPUTE RESOLUTION

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

7. MECHANICS LIENS

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

8. REMAINING PROCEEDS

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

9. MISCELLANEOUS

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

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

OWNER

Signature of Owner

Date

Signature of Co-Owner

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

ESCROW AGENT

Signature of Escrow Agent Representative

Date

Escrow Agent Representative Name

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

HEALTHY HOMES ASSESSMENT AND INTERVENTION COMPLIANCE AGREEMENT

Project Funding: Federal Lead Healthy Homes

Project Type: Single-Family Multi-Family

Agency (CAA): _____

CAA Rep Name: _____

CAA Rep Title: _____

CAA Rep Phone: _____

CAA Rep Email: _____

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

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

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

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

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

BID TABULATION SHEET

Project Funding: State Lead 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	<input type="checkbox"/> Not on Debarment List
Date Bid Submitted	<input type="checkbox"/> Current Insurance Certificates
Bid Amount	\$ <input type="checkbox"/> Available / Can meet project timeline
Comments:	

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

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

AWARDED TO: _____
Comments: _____

 CAA Representative Signature Date

 CAA Representative Name

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

CONTRACTOR DECLARATION OF REFUSAL TO BID FORM

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: _____

I _____ of _____
(Contractor Name) (Contractor Business Name)

certify by my signature below; I was offered the same chance to bid, but refuse / withdraw my rights to bid through the above-named CAA for the above-referenced project:

Reason of Refusal:

Contractor Representative Signature

Date

Contractor Representative Name

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

PRE-CONSTRUCTION CONFERENCE REPORT

Project Funding: State Lead 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 (Owner): _____	Co-Applicant: _____
Property: _____	Contractor: _____
	Contract Amount: \$ _____
	Contract Date: _____

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

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

_____ Signature of Owner	_____ Date
_____ Signature of Co- Owner	_____ Date

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

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

_____ Signature of Contractor	_____ Date
_____ Contractor Representative Name	

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

_____ Signature of CAA Lead Designer	_____ Date
_____ CAA Lead Designer Name	