OWNER APPLICATION

CAA	munity Action Name:	Agency (CAA):			estions sho A Rep Name	uld be directed to:		
CAA	Address:	Street, City, State	e, Zip	CA	CAA Rep Title CAA Rep Phone CAA Rep Email			
INST	RUCTIONS: R	eturn completed and signe	ed Application to the a	above-na	med CAA.			
4 /	liot all augusta	l. of the property as reflected	APPLICANT (-	R) INFOR	MATION		
		reflected on property deed)	on the property deed		-Owner Nar	me (as reflected on property	deed)	
		Entity or Owner (First MI Last	t)			Entity or Owner (First MI La	ast).	
Mai	iling Address	Street, City, Sta	te. Zip	IVIS	iling Addres		y, State, Zip	
Hor	me Phone		<u> </u>	Но	me Phone		<u> </u>	
	rk Phone		·		ork Phone			•
	ner Age				-Owner Age			
	If Owner is an e	entity, list member name(s) an	d % of ownership	If C	o-Owner is a	n entity, list member name(s)	and % of o	wnership
			%				%	
			%				%	
			%				%	
							ID IIIIS 50C	tion I(2) ani
а	a. Total number	on II, Property Information. er in house (including you) Iren in the household, full-to	b	Do chi in the	ldren under home?	not to be enrolled than ski six years of age reside aineCare coverage	☐ Yes	□No
а	Total number.	on II, Property Information. er in house (including you)	b	Do chi in the	Idren under home? Ievels, & M	six years of age reside	☐ Yes	
а	Total number.	on II, Property Information. er in house (including you) fren in the household, full-ti	bime student status, a Full time student? ☐ Yes ☐ No	Do chi in the ge, blood	Idren under home? Ievels, & M	six years of age reside	☐ Yes	□ No
а	Total number.	on II, Property Information. er in house (including you) fren in the household, full-ti	b ime student status, a Full time student? Yes No Yes No	Do chi in the ge, blood	Idren under home? Ievels, & M	six years of age reside	☐ Yes Cove	□ No red by Care? □ No
а	Total number.	on II, Property Information. er in house (including you) fren in the household, full-ti	bime student status, a Full time student? Yes No Yes No Yes No	Do chi in the ge, blood	Idren under home? Ievels, & M	six years of age reside	Cover Maine Yes Yes Yes Yes	No red by Care? No No
а	Total number.	on II, Property Information. er in house (including you) fren in the household, full-ti	butime student status, as Full time student? Yes No Yes No Yes No Yes No	Do chi in the ge, blood	Idren under home? Ievels, & M	six years of age reside	Cover Maine Yes Yes Yes Yes Yes	□ No red by Care? □ No □ No
а	Total number.	on II, Property Information. er in house (including you) fren in the household, full-ti	bime student status, a Full time student? Yes No Yes No Yes No	Do chi in the ge, blood	Idren under home? Ievels, & M	six years of age reside	Cover Maine Yes Yes Yes Yes	No red by Care? No No
c	Name(s) of Does the hodependent,	on II, Property Information. er in house (including you) fren in the household, full-ti	bime student status, a Full time student? Yes No	. Do chi in the ge, blood Age	Idren under home? Ievels, & Management Blood Lea	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's	Cover Maine Yes Yes Yes Yes Yes	No red by Care? No No No
d	Name(s) of Does the hode dependent, (at least 60	on II, Property Information. er in house (including you) fren in the household, full-to Child (age 18 or younger) ome serve as a child care to under six years of age spe	rime student status, as Full time student? Yes No Yes No Yes No Yes No Yes No Yes No Area No	. Do chi in the ge, blood Age	Idren under home? Ievels, & M. Blood Lea d other than y, on two se	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's parate days per week	Cover Maine Yes Yes Yes Yes Yes Yes Yes Ye	No red by Care? No No No No
d	Name(s) of Does the hode dependent, (at least 60	on II, Property Information. er in house (including you) fren in the household, full-to Child (age 18 or younger) ome serve as a child care to under six years of age spe hours or more per year) in	wime student status, a Full time student? Yes No A Yes No Cocation? Meaning, do and at least three hou the home? Ceived services been	. Do chi in the ge, blood Age Des a chill rs per da determin	Idren under home? Ievels, & M. Blood Lea d other than y, on two seled to have I	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's parate days per week ead poisoning?	Cove Maine Yes Yes Yes Yes Yes Yes Yes	No red by care? No No No No No No
d	A. Total number C. List all child Name(s) of Does the hodependent, (at least 60) If yes, have	on II, Property Information. er in house (including you) fren in the household, full-to Child (age 18 or younger) ome serve as a child care to under six years of age spe hours or more per year) in any of the children who re-	wime student status, a Full time student? Yes No A Yes No Cocation? Meaning, do and at least three hou the home? Ceived services been	. Do chi in the ge, blood Age Des a chill rs per da determin	d other than y, on two select to have I	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's parate days per week ead poisoning?	Cove Maine Yes Yes Yes Yes Yes Yes Yes	No red by care? No No No No No No
a c c c c c c c c c c c c c c c c c c c	A. Total number C. List all child Name(s) of Does the hodependent, (at least 60) All fyes, have	on II, Property Information. er in house (including you) fren in the household, full-to Child (age 18 or younger) ome serve as a child care to under six years of age spe hours or more per year) in	wime student status, a Full time student? Yes No A Yes No Cocation? Meaning, do and at least three hou the home? Ceived services been	. Do chi in the ge, blood Age Des a chill rs per da determin	d other than y, on two select to have I	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's parate days per week ead poisoning?	Cove Maine Yes Yes Yes Yes Yes Yes Yes	No red by care? No No No No No No
a c c c c c c c c c c c c c c c c c c c	A. Total number C. List all child Name(s) of Does the hodependent, (at least 60) If yes, have	on II, Property Information. er in house (including you) fren in the household, full-to Child (age 18 or younger) ome serve as a child care to under six years of age spe hours or more per year) in any of the children who re-	wime student status, a Full time student? Yes No Yes No Yes No Yes No Yes No Yes No A Yes No Cocation? Meaning, do and at least three hou the home? Ceived services been	. Do chi in the ge, blood Age Des a chill rs per da determin	d other than y, on two select to have I	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's parate days per week ead poisoning? ON Dwelling: Single-Family	Cove Maine Yes Yes Yes Yes Yes Yes Yes Yes	No red by care? No No No No No No
d e	A. Total number C. List all child Name(s) of Does the hodependent, (at least 60) All fyes, have	on II, Property Information. er in house (including you) fren in the household, full-to Child (age 18 or younger) ome serve as a child care to under six years of age spe hours or more per year) in any of the children who recomperty to be abated:	wime student status, a Full time student? Yes No Yes No Yes No Yes No Yes No Yes No A Yes No Cocation? Meaning, do and at least three hou the home? Ceived services been	. Do chi in the ge, blood Age Des a chill rs per da determin	d other than y, on two select to have I	six years of age reside aineCare coverage ad Levels VEBL's ug/dl the Applicant's parate days per week ead poisoning?	Cove Maine Yes Yes Yes Yes Yes Yes Yes Yes	No red by care? No No No No No No

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. (Owner Employr	nent:					
Self-E	Employed:	☐ Yes	□ No	If yes, provide 2	? years tax returns,	including all Schedules.	
Empl	oyer Name					Employer Phone	
Empl	oyer Address					Position	
			Street,	City, State, Zip		No. of Years	
2. (Co-Owner Emp	loyment:					
Self-E	Employed:	☐ Yes	□ No	If yes, provide 2	? years tax returns,	including all Schedules.	
Empl	oyer Name					Employer Phone	
Empl	oyer Address					Position	
			Street,	City, State, Zip		No. of Years	
3. (Other Occupan	t Employme	nt:				
Self-E	Employed:	☐ Yes	□ No	If yes, provide 2	? years tax returns,	, including all Schedules.	
Empl	Employer Name				Employer Phone		
Employer Address				Position			
	Street, City, State		City, State, Zip		No. of Years		
4. (GROSS AMO	DUNT		e): (a) Owner	(b) Co-Owner	(c) Other Occupant
a.	-3 (3			ment			<u> </u>
b.		-	e From:				
	1. Overtime						- ————————————————————————————————————
	 Part-Tim Pension 	e Employme	nt				<u> </u>
		s s Administrat	tion				-
	5. Net Ren	tal Income					
		oloyment*					
	7. Child Su	pport					
	8. Public A	ssistance (TA	ANF/WIC/G	GA)			<u> </u>
	9. Social S	ecurity Benef	fits				<u> </u>
	10. Unemplo	yment Comp	pensation			<u> </u>	-
C.	Other**						-
d.	Gross Mont	-		C)			- -
e.	Total (Line D	Multiplied by 1	12)				<u> </u>
f.	Gross Hous	ehold Incon	າe (Total E(a	a)+E(b)+E(c) :			
**	self-employer, ple	ease provide m	ost recent 2	years of complet		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 w			case by case basis.	ior Lodd i rogram
	(6) I/We understand that this Application	shall remain wit	h the CAA	to which it is submitted and/or MaineHousing.	
	(7) I/We understand that consumer report	y be obtained in connection with this Application by t	he CAA.		
	(8) I/We, acknowledge that I/we have red Family from Lead in Your Home.	ceived a copy of	the United	States Environmental Protection Agency pamphlet	entitled Protect Your
2.		d, understand, a		olication are true, accurate, and complete to the best to the responsibilities and information contained in the	
3.		information or v	erification	Program, to contact any employer, town official, finarequired to complete my request for housing repairs e(s) below.	
Sig	ned by all owners of the property				
-	Signature of Applicant (Owner)			Date	
_	Signature of Co-Applicant (Co-Owner)			Date	
cho nati	ose to furnish it. However, if you choose to furnish it. However, if you choose ional origin and sex on the basis of visua onot wish to furnish this information	not to furnish t	the information	criminate on the basis of this information, nor on vation, under federal regulations the lender is requively. If you do not wish to furnish the information, plea	ired to note race or
	ad of Household (check all that apply)	□ Famala		# of Household Month one	
	of Head of Household ☐ Male Single	☐ Female		# of Household Members Race:	
	Married			White	
	Elderly			Black/African American	
	Single Parent with Children Two Parents with Children			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: Physically Disabled Head of Household	□ □ Yes	□ No	Asian & White Black/African American & White	
	placed Homemaker*	☐ Yes	□ No	Other Multi-Racial	
	diaplaced hamamakar maana an adult individu	ıal who: has not v	worked full-	time, full-years in the labor force for a number of years t	
yea			y and is em	ployed or under employed and is experiencing difficulty	out has, during such
yea	rs, worked primarily without pay to care for the	home and family	office U	ployed or under employed and is experiencing difficulty	out has, during such
year	rs, worked primarily without pay to care for the	home and family	Office U	ployed or under employed and is experiencing difficulty se Only	out has, during such
year upg	rs, worked primarily without pay to care for the rading employment.	home and family	Office U	ployed or under employed and is experiencing difficulty se Only	out has, during such

	Office Use Only				
The Gross Income as calculated pursuant to this Ap	plication has been verifie	d by the CAA to be:	\$		
Maximum Eligible Income for this applicant is:	\$	Percentage of AMI:			
CAA Representative Signature	Date	CAA Representative Name			

APPENDIX A

(Retained by the Applicant)

MAINE STATE HOUSING AUTHORITY NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

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

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

Information We Gather

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

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

Information We Share

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

With your permission.

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

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

Our Security Procedures and Information Accuracy

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

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

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

				TENANT II	NFORMATION				
		UNIT 1					UNIT 2		
Tenant Name					Tenant Name		_		
	First MI	Last				First, MI	Last		
Co-Tenant Name	First MI	l act			Co-Tenant Name	First MI L	aet		
Apt/Unit #	i ii St ivii	Lasi			Apt/Unit #	i ii St ivii L	-431		
Mailing Address					Mailing Address	-			
-		Street, C	City, State, Zip		J		Street,	City, State, Zip	
Home Phone Email					Home Phone Email				
Are children under 6	in the u	unit?	☐ Yes	□ No	Are children under	6 in the ι	unit?	☐ Yes	□ No
Are the children cove	ered by I	MaineCare?	☐ Yes	\square No	Are the children co	vered by	MaineCare?	☐ Yes	□ No
Household Size:		AMI:			Household Size:	í	AMI:		
Maximum Eligible Inc	come:	\$			Maximum Eligible I	ncome:	\$		
Funding		Interior	Exterior	Total	Funding		Interior	Exterior	Total
Federal Lead Grant					Federal Lead Grant	t			
Healthy Homes Gran Federal Lead Owner					Healthy Homes Gra				
Obligation Federal Lead Total					Obligation Federal Lead Tota	ı			
State Lead Grant					State Lead Grant				
State Lead Owner M	atch				State Lead Owner I	Match			
State Lead Owner O					State Lead Owner				
DHHS					DHHS	g			
State Lead Total					State Lead Total				
Leveraged Funds	<u> </u>				Leveraged Funds				
UNIT TOTAL					UNIT TOTAL				
		UNIT 3					UNIT 4		
Tenant Name	First MI	Last			Tenant Name	First, MI	Last		
Co-Tenant Name					Co-Tenant Name				
	First MI	Last			A ./11 ** //	First MI I	Last		
Apt/Unit #					Apt/Unit #	-			
Mailing Address		Street	City, State, Zi	'n	Mailing Address		Street	City, State, Zip	
Home Phone		Otroot,	Oity, Otato, Zi	Ρ	Home Phone		Gu GGi,	ony, olalo, <u>Lip</u>	
Email					Email				
Are children under	r 6 in the	e unit?	Yes	□ No	Are children under	6 in the I	ınit?	☐ Yes	□ No
Are the children co				□ No	Are the children co			☐ Yes	□ No
Household Size:	, voiou i	AMI:	. 103	□ 110	Household Size:	voica by	AMI:	□ 163	
Maximum Eligible I	Income:			-	Maximum Eligible I	ncomo:	\$		
Funding		Interior	Exterior	Total		ncome.			
Federal Lead Grant		Interior	LATERIO	Total	Funding		Interior	Exterior	Total
Healthy Homes Gran	nt				Federal Lead Grant				
Federal Lead Owner Obligation					Healthy Homes Gra Federal Lead Owne Obligation				
Federal Lead Total					Federal Lead Tota	ı			
State Lead Grant					State Lead Grant				
State Lead Owner M	atch				State Lead Owner I	Match			
State Lead Owner O	bligation				State Lead Owner (Obligation			
DHHS					DHHS				
State Lead Total					State Lead Total				
Leveraged Funds					Leveraged Funds				
UNIT TOTAL					UNIT TOTAL				

PROJECT FUNDING SUMMARY

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

Project Funding				
☐ 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						
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	\$					

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.

	PROPERTY Does Owner reside at the property? Yes No
☐ Multi-Family (and Single Family Rentals) # Units	Are children under 6 at the property?
Property Address:	Are the children covered by Maine Care? Yes No
	Is property under abatement order?
	io proporty under abatement erder.
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 AGEN	T) 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	



MAINEHOUSING LEAD PROGRAMS BABA CHECKLIST

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

Applying BAP and HUD Waivers to a

Office of Lead Hazard Control and Healthy Homes (OLHCHH) funded project

Project Location:						
CAA:						
Total Project Assistance:						
Step 1: Does BABA Apply?						
Is this an infrastructure project, as defined by BABA?						
Infrastructure projects are projects that involve construction, alter buildings and real property (and other types of infrastructure) in the grants, this includes lead hazard reduction activities and healthy he	he United States. For OLHCHH					
YES NO	ı					
If YES , proceed to Step 2.						
If NO , BAP does not apply. Sign below and the Checklist	is complete.					
Signature Name and Title:	Date					
Step 2: Funding Source						
Check funding sources included in this project:						
 □ Community Development Block Grant Formula Programs (CDBG) □ Community Project Funding (CPF)/Economic Development Initiatives (EDI) □ Lead Hazard Reduction □ Health Homes Production Grant 						
If none of these funding sources apply, BAP does not apply.						
If one of these funding sources apply, proceed to Step 3.						

Step 3: Small Grant Waiver Is the total project assistance less than \$250,000 (including all sources of funding)? YES NO, If Greater than \$250,000 Use Large Project Form. FOR MAINEHOUSING USE ONLY Small Grant Waiver approved or denied: Approved Denied Date: Name: Title:

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

stored in the project files.

EAD HAZADD DEDUCTION CDANT DDOCDAM (Foderal Lood)

	PAINT HAZARD ABAT					
PHASE 1	- MULTI-FAMILY [OOCUMENT	CHECKLIST			
Applicant (Owner)		CAA				
Property Address		Date Subn	nitted			
Program Type(s):	☐ State Lead (N261) State Lead (Z267)	Healthy Ho				
			Document Reference	FEDERAL LEAD	STATE LEAD	DHHS
FILE SECTION 1 (Owner)						
Owner Application			Appendix A	Х	Χ	Х
Authorization to Release Information (Owner)			Appendix E	Х	Х	Х
Proof of Ownership (Property Deed and/or tax b	ill)		Owner	Х	Х	Х
Proof of Insurance (homeowners insurance infor	mation)		Owner	Х	Х	Х
Income Self-Certification			Owner Occupant		Х	Х
Merchants Report			CAA	Х	Χ	Х
Notice of Preliminary Grant Approval			Appendix LD-1	Х	Χ	Х
Grant Agreement			Appendix LD-2	Х	Χ	Х
Declaration of Covenants and Restrictions (sign	ed)		Appendix H	Х	Χ	Х
FILE SECTION 2 (Invoices, Checklists, Waivers	, Tenant)					
Project Summary Sheet			Appendix 1	Х	X	Х
Phase 1 Billing Invoice			Appendix 1A	X	Χ	Х
Phase 1 Multi-Family Document Checklist			Appendix 1B-MF1	Х	Χ	X
Waivers (if applicable)			Appendix K	Х	Х	X
Tenant Application			Appendix B	Х	Х	Х
Income Eligibility Documents (State Lead and D	HHS may self-certify)	C	Owner Occupant /Tenants	s X		
Tenant Blood Testing Release Form (children or	nly)		Appendix D	X	Χ	Х
MaineCare Eligibility Letter(s) (children only) (if a	applicable)		As of Nov 2022			X
Children Under 6 Years Old Visiting Certification	1		Appendix G	Х	Χ	Х
Relocation Assistance Acknowledgement			Appendix LD-C	Х	Х	Х
FILE SECTION 3 (Contractor)						
Construction Contract			Appendix C-A	Х	Х	Х
Healthy Homes Compliance Agreement (If appli	icable)		Appendix HH6	Х		
Construction Escrow Agreement			Appendix C-B	Х	Χ	Х
Lead Design Plan Specifications			Exhibit C	Х	Х	Х
Healthy Homes Design Plan (If applicable)			CAA	Х		
Pre-Construction Report			Appendix M	Х	Х	Х
FILE SECTION 4 (Reports, Designs & Plans)						

CAA Χ BABA small or large project form FILE SECTION 6 (Photos, Correspondence) Colored Photo(s) of pre-project CAA Χ Χ Χ Correspondence CAA/MaineHousing Χ CAA certifies that the originals of all documents listed are retained with the project file located at the CAA office. CAA further certifies that documents not included on this Document Checklist, but required by program regulations as referenced in MaineHousing's the 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

Lead Paint Inspection and Risk Assessment Report

Asbestos inspection documentation (if applicable)

FILE SECTION 5 (Federal and State Compliance, Healthy Homes)

Bid Package (including Refusal to Bid, if any)

Bid Tabulation Sheet

SHPO

Χ

Χ

Χ

Χ

Χ

Χ

Χ

Χ

Χ

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Χ

Χ

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Χ

Χ

CAA

Appendix Y/ CAA

Appendix J

CAA

CAA

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 federally-funded grants of up to \$1,450 or state-funded grants of up to \$1,250 to help with temporary relocation costs.
- c. It is the Owner's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- d. Owners and tenants may have to move furniture and belongings out of work areas so that the contractor can perform the work. Owners and tenants must find alternative housing for pets.

5. RETURNING HOME

The Owner (and tenants) cannot return home until all of the interior work is completed and the dust wipe clearance test passes. There may be additional work that needs to be completed on the exterior of the property. This can be done safely while the occupants live in the home.

6. ACKNOWLEDGEMENT OF LIMITED FUNDS

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

7. OTHER REQUIREMENTS

- a. Property insurance is required for all properties enrolled in the Lead Program.
- b. Owners with properties located in a FEMA recognized Special Flood Hazard Area will not be allowed to participate in the Federal Lead Program.
- c. Only qualified, licensed abatement contractor can perform the work. Owners cannot use grant proceeds to pay for his/her own labor or to purchase his/her own materials to perform the work. **Note**: Owners who are licensed lead abatement contractors may seek pre-approval from MaineHousing for reimbursement of materials only. Owners who are licensed lead abatement contractors must receive pre-approval from MaineHousing in order to seek reimbursement for costs related to materials for the lead abatement project. Please contact the Community Action Agency for additional information.
- d. Work cannot commence until the Application is approved AND the required Lead Program Grant documents and other required Federal Program Grant documents have been signed. <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** Owner will be responsible 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.

- 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:

- 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.
- 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

	•	Il Lead Program Grant, this Declaration shall automatically expire ears from the date of recording with no additional action necessary b
		ead Program Grant , this Declaration shall automatically expire and from the date of recording with no additional action necessary by any
Ву:		Date:
Grantee Nar	me:	Witness:
Its:		
Ву:		Date:
Co-Grantee	Name:	Witness:
Its:		
State of Mail	ine	Date:
Personally a	appeared before me the above-named _	
		ave oath to the foregoing and acknowledged before me the foregoing
	r free act and deed [in his/her said capa	city] [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

cy (CAA):	Otate Lead (ZZO1)	State Lead (N261)	Federal Lead	Healthy Homes	DHHS
(e) (e) ().				CAA Rep Name:	
	·			CAA Rep Title:	
Project Type:	☐ Single-Family	☐ Multi-Family		CAA Rep Phone:	
				CAA Rep Email:	
Applicant (Owner):			Co-Applicant:	
Address:				Address:	
Property:				Grant Amount: \$	
	oplication for one viewed and appro		•	ogram Grants witl	h the above-named CAA ha
1	TOTAL FUNDS				\$
I					
You wil	I need to bring th	e following docum	ents with you t	o the Closing (if s	annlicable):
	•	e following docum	•	•	,
1	•	e following docum	•	•	,
1 2		•			,
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1 2 3 4	osing is schedule	ed on:	,		
1 2 3 4 Your Cl	osing is schedule	ed on:	Place:		
1 2 3 4 Your CI Date: Time:	osing is schedule	ed on:	Place:	oplicable) to the Gr	ant closing to avoid any delay
1 2 3 4 Your Cl Date: Time: It is imp	osing is schedule	ed on: ing the above-mention	Place: oned items (if ap	oplicable) to the Gr	ant closing to avoid any delay

GRANT AGREEMENT

-	Funding: y (CAA):	State	Lead (Z267)	State Lead (N261)	Federal Lead	Healthy Ho	
						CAA Rep Title:	:
	Project	Type F	Single-Family	☐ Multi-Family		CAA Rep Phor	
	i iojeci	турс 🗀	Single-i armiy	□ Multi-i aniliy		CAA Rep Emai	il:
	Applicant	/Grante	e:		Co-	Applicant:	
	Address:				Add	lress:	
	Property:				Gra	nt Amount:	¢
	rioperty.					nt Date:	\$
	1.	FUNI	OS:				
		A.	CAA will pridentified h	rovide a total of \$ erein funded by the	Maine State H	to the Applica	ant/Grantee from the Lead Program(s) rity as follows (Grant Amount):
		B.		ant/Grantee will prov Property (Owner Co		S	_ to the Lead project for the above
		C.		ct Funds in the amou			be held in by the CAA in accordance renced Property.
	2.	Contribution in the CAA.	act executed Construction The Applica	by the Owner and concept the Contract requires a not acknowledges that	ontractor and a written <i>Chang</i> t the Grant Fu	approved by C e Order appro ands are to be	A described in the Construction AA. Any change to the work outlined oved by the contractor, the Owner, and used for necessary lead or cosmetic or non-health and safety
	3.			S: CAA will hold the ontractor in accordan			n behalf of the Applicant and make crow Agreement.
	4.		PERATION: rm the work.	The Owner agrees t	o allow contrac	ctor and CAA	reasonable access to the home to
	APPI	LICAN	Γ:		(CAA:	
	Applic	ant Signa	ture			CAA Representat	ive Signature
	Co-Ap	plicant S	ignature			CAA Representat	ive Name
	Date				 -	Date	

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)

	MAINE LEA	D PAINT HAZARD	ABATEMENT PROGRAM (State Lead)
		CONSTRUC	CTION CONTRACT	
Project Funding:	State Lead (Z267)	State Lead (N261)	Federal Lead ☐ Healthy Homes	DHHS
scrow Agent (CAA):			CAA Rep Name:	
. ,			CAA Rep Name.	
			CAA Rep Phone:	
Project Type: □	Single-Family □ Multi	-Family	CAA Rep Email:	
Applicant:			Co-Applicant:	
Address:			Address:	
Property:			Contractor:	
_			A d d va a a .	
			Contract Amount:	\$
			Contract Date:	
Contractor in ("CAA"), in its limited and so certain rights herein, in cor	ction Contract ("Conficence connection with the scapacity as authorized purposes of (i) accurate this Contract innection with the Propertion	above-named Prop zed program agent knowledging the ex as Escrow Agent ar ject, and (iii) acknow	kistence of the Contract, (ii) rand in the event the CAA is al	ve-named Escrow Agent the Construction Contract for the recognizing that it is granted so the Consultant, as defined e Contract by Contractor and
2. PRO	GRAM			
Program ("Fe collectively re home/apartm	ederal Lead" Program eferred to as the "Lea	n) and/or Maine Lea nd Program," to ren ult, the Owner and t	ad Paint Hazard Abatement l nediate lead-based paint haz	using Lead Hazard Reduction Gran Program ("State Lead" Program), zards in the Owner's nto this Contract to complete lead

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.

COMMENCEMENT	T/COMPLETION
Interior Start Date: of the Project on	Contractor shall commence the portion of the Work involving interior portions
Interior End Date: of the Project on	Contractor shall complete the portion of the Work involving interior portions
	Contractor shall commence the portion of the Work involving exterior ect on
Exterior End Date: the Project on	Contractor shall complete the portion of the Work involving exterior portions of
	of the Project on Interior End Date: of the Project on Exterior Start Date: portions of the Proj Exterior End Date:

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COSTS

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

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

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

6. PAYMENTS

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

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

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

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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

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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 subco	ontractors.	

- 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

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)

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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

□ binding arbitration as regulated by final the arbitrator's decision.	
□ non-binding arbitration, with the pa through other means, including a laws	
☐ mediation, with the parties agreein attempt to resolve their differences.	ons 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.

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CONSTRUCTION ESCROW AGREEMENT

Project Funding:	State Lead (Z267) State Lead (N261) Federal Lead Healthy Homes DHHS				
Escrow Agent (CAA):				CAA Rep Name	
Project Type:	☐ Single-Family ☐ Multi-Family			CAA Rep Title: CAA Rep Phone CAA Rep Email:):
Applicant: _ Address:				Co-Applicant:	
Property: _				Contractor:	
				Contract Amount: Contract Date:	<u>\$</u>

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 Fundin Agency (CAA		althy Homes	CAA Rep Name: CAA Rep Title: CAA Rep Phone:	-Family
Applicant:			Co-Applicant:	
Property:			Contractor:	
Contract Da	ite:		Healthy Homes Amount: \$	
	of the Healthy Home		d Intervention Program.	
Signature o	f Applicant	Date	Signature of Co-Applicant	Date
□ I CHO	OSE TO PARTICIPATE.			
By choos	ing to participate in the Heal	thy Homes Assess	ment and Intervention Program, I agree	e to the following:
1.	The CAA will conduct a He	ealthy Homes Asse	ssment.	
2.		vork that will be per	nd completed by licensed contractors, i rformed on my property. A list of certifie	
3.			ntervention work will be paid for under d Hazard Reduction Grant Program.	the supplemental
4.			nd all items in the basement, outdoor a to accommodate for the Healthy Home	
Signature o	f Applicant	Date	Signature of Co-Applicant	Date

BID TABULATION SHEET

Project Funding: S	state Lead (Z267) State Lead (N261)	Federal Lead Healthy Homes DHHS				
Agency (CAA):		CAA Rep Name:				
		OAA D. Titl				
Project Type: Sin	gle-Family Multi-Family	CAA Rep Phone:				
	,	CAA Rep Email:				
Applicant:		Co-Applicant:				
Property:						
		DID 4				
Contractor Name		BID 1				
Date Bid Submitted						
	.	☐ Current Insurance Certificates				
Bid Amount	\$	☐ Available / Can meet project timeline				
Comments:						
		BID 2				
Contractor Name		□ Not on Debarment List				
Date Bid Submitted		☐ Current Insurance Certificates				
Bid Amount	\$	☐ Available / Can meet project timeline				
Bia Amount	Ψ	Available / Call filest project timeline				
Comments:						
		BID 3				
Contractor Name		□ Not on Debarment List				
Date Bid Submitted		☐ Current Insurance Certificates				
Bid Amount	\$	☐ Available / Can meet project timeline				
Bid Amount	Ψ	Available / Carl frieet project timeline				
Comments:						
AWARDED TO						
AWARDED TO:						
Comments:						
CAA Representative Signat	ture	Date				

CAA Representative Name

CONTRACTOR DECLARATION OF REFUSAL TO BID FORM

Project Funding:	State Lead (Z267) State Lead (N261)	Federal Lead	Healthy Homes	DHHS	
Agency (CAA):			CAA Rep Name:		
			CAA Rep Title:		
.			CAA Rep Phone:		
Project Type:	☐ Single-Family ☐ Multi-Family		CAA Rep Email:		
Applicant:		Co-Ap	oplicant:		
Property:		-			
I		of	(0)	ctor Business Name)	
	(Contractor Name)		(Contrac	ctor Business Name)	
	CAA for the above-referenced project:				
Reason of Refu	usal:				
Contractor Represe	entative Signature		D	ate	
Contractor Represe	entative Name				

PRE-CONSTRUCTION CONFERENCE REPORT

Project Funding: Agency (CAA):	State Lead (Z2	267) State Lead (N261)	Federal Lead Healthy I	Homes DHHS
— — — — — — — — — — — — — — — — — — —			CAA Rep Name	e:
_			CAA Rep Title:	
Project Type:	Single-Family	☐ Multi-Family		e:
	3 7	,	CAA Rep Email:	: <u></u>
Applicant (Owner):			Co-Applicant:	
Property:			Contractor:	
			Contract Amount:	\$
			Contract Date:	
Construction Co the Contract, the role of the CAA, explanations to the Lead Hazard Program (State assumes no res HUD 24 CRF Pa and have receiv will be required	entract for the a e project designand our respondent questions, d Reduction Gollead"), staff as ponsibilities for art 35: I (we) feed a copy of Feto be relocated	above-referenced Proper specifications explain specifications explains insibilities during the configuration of the configuration of the configuration of the work performed a further certify that I (we protect Your Family From I all work is compared to the configuration of the conf	perty. I (We) acknowledge ning the scope work to be onstruction phase. I (we) that assistance will be pr al Lead") and/or the Maine orther understand and ack and does not warrant any be) have been made aware or Lead in Your Home pa	e of the dangers of lead based paint, amphlet. I (we) understand that we ances are achieved. I (we)
Signature of Owne	r			Date
Signature of Co- C	wner		<u> </u>	Date
homeowner(s,) C standards require	permit is not r d, hereby certif AA, Contractor ed by the Maine	equired: y that the pre-construct (s), and myself. I unde Department of Enviror	ion conference was held o	work performed must meet the e Federal Lead and/or State Lead
Signature of Contr	actor		Dat	te
Contractor Repres	entative Name			
I, the undersigne	d, hereby certif	y that I participated in a	pre-construction conferen	nce on this date.
Signature of CAA I	Lead Designer		Dat	te
CAA Lead Designe	er Name			

UNIT #			
	IIN	IIT #	
	1117		

IM	for this	tenant:	
١M٨	for this	tenant:	

TENANT APPLICATION

Community Action Agency (CAA):		Que	stions sho	ould be directed to:		
Name			CAA	Rep Name	e:		
Address CAA Rep Title:							
CAA Rep Phone:							
			CAA	Rep Emai	l:		
INSTRUCTIONS: Return com	pleted and signed A	pplication and App	olicant Inf	ormation F	orm to the above-nar	med CAA.	
Date		Project	Type	☐ Single	e-Family Rental	☐ Multi-Family	
	I.	PROPER	RTY INF	ORMATI	ION		
Address:			Apartm	ent#			
			#Bedro	oms:			
			Rent Ar	mount:			
					·		
	II.	HOUSEH	OLD IN	FORMAT	ΓΙΟΝ		
Tenant Name:			Co-Ten	ant Name:			
First	MI La	ıst			First MI	Last	
Tenant Age:	enant Age: Co-Tenant Age:						
elephone: Telephone:							
Total number in house (includi	ng you)	□ No depe	ndent chi	ildren unde	r six years of age res	side in the home.	
Name(s) of Child (a	age 18 or younger)	Full time stude	nt?	Age	Blood Lead Leve VEBL ug/dl	Is Covered b MaineCare	
		Yes	No			Yes	No
		Yes	No			Yes	No
		Yes	No			Yes	No
		Yes	No			Yes	No
Does your home serve as a chof age spend at least three how the home?							□ No
If yes, have any of the childrer	who received service	es heen determin	ed to hav	e lead nois	oning?	☐ Yes	□ No
in yes, have any or the ormater	T WITO TOOCIVED SCIVIC	es been determin		- lead pois	orinig:		
	III.	HOUSEHOLD	INCO	IE AND	ASSETS		
Occupants must provide the e	mployment information	on requested belo	w to be c	onsidered f	for enrollment in the l	Program.	
Tenant Employment:							
Self-Employed: ☐ Y	es □ No If y	es, provide 2 year	s tax retu	rns, includi	ng all Schedules.		
Employer Name			Emplo	oyer Teleph	none		
Employer Address			Positi	on			
	Street, City, State	e, Zip	No of	f Years			ļ

UNIT#	!	-						
Co-Tena	ant Employm	ent:						
Self-Empl Employer Employer	Name	☐ Yes	□ No	If yes, pro	Empl	ion		
11		-		ity, State, Zip	No. c	of Years		
	Household							
Self-Empl Employer	Name	☐ Yes	□ No	If yes, pro	Empl	<i>urns, including all Sch</i> loyer Telephone	nedules.	
Employer	Address		Street, Ci	ty, State, Zip	Posit	ion of Years		
Occupant	ts must provide	e gross inco	ome inform	ation and ve	rification to be cons	idered for enrollment	in the Program	1.
		GROSS A	MOUNT		A TENANT	B CO-TENA	NT	C) Head of Household
** Inclu	3. Pensions 4. Veteran's 5. Net Rent 6. Self Emp 7. Child Su 8. Public As 9. Social So 10. Unemplo Other** Gross Montl Total (Line D Gross House	e Employments a Income bloyment* pport assistance (** ecurity Ben byment Cor ally Income byment Multiplied ehold Income eprovide mo	TANF/WICA efits repensation (Total A, I by 12) me (Total a)	/GA) B & C) e(A)+e(B)+e years of comp	leted tax returns includ	ding Schedule C.	ets, income from b	pusiness activities
L certify t	hat ALL the i	nformation	IV .			ME AND ASSETS		dge the CAAs right to
verify. I Tenant I	further certify nformation.	that I hav	e receive	d a copy of	and agree to the	responsibilities and	d information o	contained in the
					of the United State Innection with our a		rotection Ager	ncy pamphlet entitled
Signed b	y all Tenants	of the prop	perty					
						Date		

Prepared by MaineHousing

Signature of Tenant (Occupant)

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)

Pacific Islander

Asian & White

American Indian/Alaskan Native & White

Black/African American & White

☐ Yes

□ No

Office Use Only								
The Gross Income as calculated pursuant to this To	enant Application has been	verified by the CAA to be: \$						
Maximum Eligible Income for this Tenant/ is:	Percentage of AMI:							
CAA Representative Signature	Date	CAA Representative Name						

Ethnicity:

Hispanic or Latino

Household

Not Hispanic or Latino:

Physically Disabled Head of

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 federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. Tenants may have to move furniture and belongings out of work areas so that the contractor can perform the work. Homeowners and tenants must find alternative housing for pets.

3. OTHER REQUIREMENTS

- a. During the work, the contractor will need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the owner.
- 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

	State Lead (Z267)	State Lead (N261)	Federal Lead	Healthy Homes	DHHS
Agency (CAA):			CAA	Rep Name:	
			CAA	Rep Title:	
Project Type:	☐ Single-Family	☐ Multi-Family	CAA	Rep Phone:	
oject . jpe.	□ Single-Family	□ Multi-Falliny	CAA	Rep Email	
Applicant (Own	er):		Co-Appl	icant:	
Property:			Tenant:		
			Apt#:		
				-	
INSTRUCTIONS	: Return completed	I and signed Blood Tes	sting Release to the	e above-named CA	AA.
Date					
in your home. I	f your children hav		od test in the pas	st three (3) mon	ested prior to hazard control work ths, you should contact your
orma 3 primary	ricaliii care provid	ici di tile local ficalti	department to a	inange for a test.	•
Please check	one of the follow	ing- the one which	best describes	your children:	
		-		•	
☐ My childr	en under six have	had their blood lead	levels tested in t	he past three (3) months . Please identify
My childr	en under six have	had their blood lead	levels tested in t	he past three (3) months . Please identify
☐ My childr		had their blood lead			•
Provider Nam	e authorize the provi			Date of Te	•
Provider Nam I hereby a Grant Pro	e authorize the provi gram.	der to release the re	sults of this (thes	Date of Te	st
Provider Nam I hereby a Grant Pro My childrest them test	eauthorize the provi ogram. en under six have ed at this time.	der to release the re	sults of this (thes	Date of Te se) blood test (s) d in the past three	st to the Lead Hazard Reduction
Provider Nam I hereby a Grant Pro My childrethem test For Relig	eauthorize the provingram. en under six have ed at this time. fous purposes and arily disclose this in	der to release the renance for the following	sults of this (thes lead levels tested s, I choose not to lerstand that disc	Date of Te se) blood test (s) d in the past three b have my child (to the Lead Hazard Reduction e (3) months and I agree to have
Provider Nam I hereby a Grant Pro My childrethem test For Relig	eauthorize the provingram. en under six have ed at this time. ous purposes and arily disclose this ir in the Lead Haza	der to release the rent not had their blood laws and their blood laws are not personal reasons of the formation. If we under the results are not t	sults of this (thes lead levels tested s, I choose not to lerstand that disc	Date of Te se) blood test (s) d in the past three b have my child (to the Lead Hazard Reduction e (3) months and I agree to have (children's) tested for lead.

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Lea	d (Z267) State	e Lead (N261)	Federal Lea	nd Healthy Hom	nes DHHS		
Agency (CAA):				CAA Rep Name:			
				CAA Rep Title:			
Project Type: Single-F		En and the		CAA Rep Phone:	_		
Project Type: Single-F	amily \square Multi	-Family		CAA Rep Email:			
				·			
Applicant (Owner):			Co-	Applicant:			
Property:			Ten	ant:			
			Apt				
			Apr				
INSTRUCTIONS: Return co	mpleted and sigr	ned Certificati	ion to the abov	re-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 below	amount of time' ate days a weel	" visiting you k and a total	ur home. A "s I of 60 hours	ignificant amour per year."	t of time" visit	ing is define	d as, "three
	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:				
		<u> </u>	·				
By signing below, you are	certifying that t	his stateme	nt and inform	ation is true and	l correct.		
Data		0					
Date:	<u> </u>		ccupant Sigr				
		Owner/O	ccupant Nan	ne:			
Date:		Co-Owne	er/Occupant	Signature:			
			er/Occupant l				

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

-	ect Funding:	State Lead (Z	(267) State Lea		DHHS
Agei	icy (CAA).			CAA Rep Name:	
				CAA Rep Title:	
F	Project Type:	☐ Single-Family	☐ Multi-Family	CAA Rep Phone:	
		ű ,	,	CAA Rep Email:	
	olicant (Own perty:	er):		Co-Applicant:	_
110	perty.				
Cor	tractor:				
1.	relocation e referenced above-refer to verify ex such relocation	expenses associated Property. I/We represed Communipenses incurred attion assistance, to prepare the P	iated with lead p understand that hity Action Agendas a result of te that I/we have a Property for lead	e may receive financial assistance to he aint hazard abatement work in our/my h in order to receive reimbursement, we recy ("CAA"), and/or other documents which are proposed in the capacity of the cooperate with the CA hazard abatement/remediation work, increase securing other belongings to expedite	ome located at the above must provide receipts to the ch may be required by the CAA, nd that in the event I/we receive A and the above referenced cluding moving furniture out of
2.	following: (iv) laundry rental fees other than relocation	(i) moving expen y; (v) extra gasoli for other alterna relocation, I/we uexpenses. Furth	nses; (ii) hotel/miline/transportation ative housing arrunderstand that understand that nermore, I/We un	mbursable relocation expenses include, otel costs; (iii) security deposits and more costs due to the temporary relocation angements. If the relocation assistance this does not entitle me/us to request aconderstand that the CAA is under no obligations with temporary relocation.	nthly rent for apartment units; to another dwelling; and (vi) l/we receive is spent on items dditional money for actual
3.	property ov property du	vner/representati Iring my/our reloce eimbursement I/	ive. I/We, under cation, I/we may	Il be required to abide by any and all polistand if I/we are deemed responsible for be responsible for the cost associated by be offset to cover the cost associate w	r damages to the relocated with said damages. Any
4.	By signing	this agreement,	I/We acknowled	dge the conditions of receiving relocation	reimbursements and that
	\$1,450 for	federally-funded	projects or \$1,2	250 for state-funded projects are the ma	ximum amounts of money to be
	received fo	r temporary reloc	cation expenses	S.	
	Signature	of occupant of	home or renta	l unit where lead hazard abatement w	ork is being carried out. If you
	do not uno	derstand this ag	greement, do n	ot sign it.	
	Occupant Sign	nature			
_	Occupant Nar	me		Apartment/Unit #	Date
-	Co-Occupant	Signature			
=	Co-Occupant	Name			Date
=		below, the CA er(s) or renter(s		es receipt of this document signed by	y the above
		ntative Signature	•		Date
-	CAA Represe	ntative Name			

UNIT #

AMI	for	this	tenant:	
~ 11111	101	uiio	tonant.	

TENANT APPLICATION

Community Action Agency (CAA):	Q	uestions sh	nould be directed to:		
Name	C	AA Rep Nar	ne:		
Address		AA Rep Title			
		AA Rep Pho	one:		
	C	AA Rep Em	ail:		
INSTRUCTIONS: Return completed and signed A	pplication and Applicant	Information	Form to the above-named (CAA.	
Date	Project Type	☐ Sing	gle-Family Rental 🔲 🛭	Multi-Family	
l.	PROPERTY II	NFORMA	TION		
Address:	Apar	tment #			
	#Bed	drooms:			
	Rent	Amount:			
II.	HOUSEHOLD	INFORMA	ATION		
Toward Names	O- T				
Tenant Name: First MI La	ast C0-1	enant Name	e: First MI	Last	
Tenant Age:	Co-T	enant Age:			
Telephone:		ohone:			
тетернопе.		onone.			
Total number in house (including you)		children und	ler six years of age reside i	n the home.	
Name(s) of Child (age 18 or younger)	Full time student?	Age	Blood Lead Levels VEBL ug/dl	Covered I MaineCar	
	Yes No			Yes	No
	Yes No			Yes	No
	Yes No			Yes	No
	Yes No				
	165 110			Yes	No
Does your home serve as a child care location? Moreover of age spend at least three hours per day, on two stars have 2				s □ Yes	□ No
the home?					
If yes, have any of the children who received service	ces been determined to r	iave lead po	isoning?	☐ Yes	☐ No
III.	HOUSEHOLD INC	OME AND	ASSETS		
Occupants must provide the employment informati	on requested below to be	e considered	for enrollment in the Progr	am.	
Tenant Employment:					
Self-Employed: ☐ Yes ☐ No If y	res, provide 2 years tax r	eturns. inclu	dina all Schedules.		
Employer Name	-	nployer Tele	_		
Employer Address		sition			

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* *A displaced homemaker mea				Other Multi-Racial ot worked full-time, full-years in the la nily and is employed or under employ				
				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 t	his Tenant/	is:	\$		Percentage	of AMI:		

Date

CAA Representative Name

UNIT#	
-------	--

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

BLOOD TESTING RELEASE

Project Funding:	State Lead (Z267)	State Lead (N261)	Federal Lead	Healthy Homes DHHS	
Agency (CAA):			CAA F	ep Name:	
			CAA I	tep Title:	
Project Type:	☐ Single-Family ☐ M	lulti-Family	CAA F	ep Phone:	
			CAA F	ep Email:	
Applicant (Owne	er):		Co-Applicar	t:	
Property:			Tenant:		
			Apt#:		
INSTRUCTIONS	: Return completed and s	signed Blood Testing F	Release to the ab	ove-named CAA.	
Date					
in your home. If child's primary	your children have not health care provider or	received a blood te the local health dep	est in the past th artment to arrar		
Please check	one of the following- t	the one which best	describes voi	r childron:	
	•		acsoribes you	r Gilliaren.	
My childre	-		•	past three (3) months . Pl	ease identify
	en under six have had t	heir blood lead leve	ls tested in the	past three (3) months . Pl	ease identify
My childre	en under six have had t		ls tested in the	past three (3) months . Pl	ease identify
Provider Name	en under six have had the	heir blood lead leve	ls tested in the	past three (3) months . Pl	
Provider Name I hereby a Grant Pro My childre	en under six have had the six have had the six had t	heir blood lead leve	Is tested in the of this (these) b	past three (3) months. Pl Date of Test	Hazard Reduction
Provider Name I hereby a Grant Pro My childre them teste	en under six have had the matter of the provider to gram. en under six have not hed at this time.	heir blood lead leve o release the results had their blood lead	of this (these) the	Date of Test lood test (s) to the Lead h	Hazard Reduction s and I agree to have
Provider Name I hereby a Grant Pro My childre them teste For Religion	en under six have had the match that the provider to gram. en under six have not hed at this time. ous purposes and/or performance in the provider to th	heir blood lead leve o release the results had their blood lead ersonal reasons, I ch	of this (these) the levels tested in the moose not to have and that disclosing the state of the levels tested in t	Date of Test lood test (s) to the Lead has the past three (3) months	Hazard Reduction a and I agree to have ested for lead.
Provider Name I hereby a Grant Pro My childre them teste For Religion	en under six have had the second the provider to gram. en under six have not held at this time. ous purposes and/or perity disclose this information the Lead Hazard Reference.	heir blood lead leve o release the results had their blood lead ersonal reasons, I ch	of this (these) the levels tested in the moose not to have and that disclosing the state of the levels tested in t	Date of Test Jood test (s) to the Lead I the past three (3) months ve my child (children's) te	Hazard Reduction a and I agree to have ested for lead.

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

	Lead (Z267) Stat	e Lead (N261)	Federal Lea	nd Healthy Hom	es DHHS				
Agency (CAA):				CAA Rep Name:					
				CAA Rep Title:					
Project Type: Since	gle-Family Mult	Multi-Family CAA Rep Phone:							
, ,, <u> </u>	gie-i airiiiy 🗀 Muli	u-i aiiiiy		CAA Rep Email:					
				,					
Applicant (Owner):			Co-	Applicant:					
Property:			Ten	ant:					
			Apt						
			Арі	#					
INSTRUCTIONS: Return	n completed and sig	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:									
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
# of hours per day									
If the number of hours	varies from week	to week, ple	ase explain:						
By signing below, you	are certifying that	this stateme	nt and inform	nation is true and	correct.				
Date:				nt Signature:					
		Owner/O	ccupant Sigr	nature:					
			ccupant Sigr						
Date		Owner/O	ccupant Nan	ne:					
Date:		Owner/O		Signature:					

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

-	_	State Lead (Z267		Federal Lead Healthy Homes	DHHS
Agu	Project Type: Applicant (Owner Property: Contractor: 1. I/We, the unrelocation erferenced labove-refer to verify exposuch relocation for critical work. 2. I/We, the unfollowing: (if (iv) laundry rental fees other than relocation expenses of the property own pro			CAA Rep Name:	
	Applicant (Owne Property: Contractor: 1. I/We, the unrelocation exreferenced Fabove-refere to verify exp such relocat Contractor to critical work 2. I/We, the unfollowing: (i) (iv) laundry; rental fees fother than relocation expenses of the expenses o			CAA Rep Title:	
	Project Type:	☐ Single-Family	☐ Multi-Family	CAA Rep Phone:	
		- J ,	•	CAA Rep Email:	
	-	er):		Co-Applicant:	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Co	ntractor:				
1.	relocation e referenced l above-refer to verify exp such relocation Contractor t	xpenses associa Property. I/We u enced Communit enses incurred a tion assistance, t o prepare the Pro	ted with lead paint han anderstand that in orderly Action Agency ("CA as a result of temporal hat I/we have a respondently for lead hazard	receive financial assistance to hele zard abatement work in our/my how to receive reimbursement, we mak"), and/or other documents whice ry relocation. I/We also understant insibility to cooperate with the CAA abatement/remediation work, incoving other belongings to expedite the	ome located at the above nust provide receipts to the h may be required by the CAA, of that in the event I/we receive a and the above referenced luding moving furniture out of
2.	following: (iv) laundry rental fees other than r relocation e	i) moving expens; (v) extra gasolir for other alternati elocation, I/we u expenses. Furthe	es; (ii) hotel/motel cost ne/transportation costs ive housing arrangem nderstand that this do ermore, I/We understa	able relocation expenses include, the sts; (iii) security deposits and monits due to the temporary relocation the tents. If the relocation assistance the security means to request adouble that the CAA is under no obligation.	thly rent for apartment units; to another dwelling; and (vi) l/we receive is spent on items ditional money for actual
3.	property ow property dur relocation re	ner/representativ ring my/our reloca eimbursement I/w	re. I/We, understand it ation, I/we may be res	quired to abide by any and all police of I/we are deemed responsible for sponsible for the cost associated with the cost associate with the cost as a cost as	damages to the relocated vith said damages. Any
4.	By signing t	this agreement, I	/We acknowledge the	conditions of receiving relocation	reimbursements and that
	\$1,450 for fo	ederally-funded p	projects or \$1,250 for	state-funded projects are the max	imum amounts of money to be
	received for	temporary reloca	ation expenses.		
	Signature of	of occupant of h	nome or rental unit w	vhere lead hazard abatement wo	ork is being carried out. If you
	do not und	erstand this agi	reement, do not sigr	ı it.	
			,	_	
•	Occupant Nam	ne		Apartment/Unit #	Date
•	Co-Occupant S	Signature		_	
•	Co-Occupant N	Name		<u> </u>	Date
		below, the CAA		 eipt of this document signed by	the above
		ntative Signature			Date
•	CAA Represer	ntative Name		_	

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AMI for this tenant:

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

TENANT APPLICATION

Community Action Agency (CAA):	Questions should be directed to: CAA Rep Name:							
Name								
Address	C							
	C	AA Rep Phon	e:					
	C	AA Rep Emai	l:					
INSTRUCTIONS: Return completed and signed A	pplication and Applicant	Information F	orm to the above-named C	CAA.				
Date	Project Type	☐ Single	e-Family Rental	lulti-Family				
I.	PROPERTY II	NFORMAT	ION					
Address:	Apar	tment #						
	-	drooms:						
	Rent	: Amount:						
			-					
II.	HOUSEHOLD	INFORMAT	TION					
Tenant Name: First MI La	Co-T	enant Name:	First MI	Last				
Tenant Age:		enant Age:		2401				
Telephone:		phone:						
		-						
Total number in house (including you)	D No dependent	children unde	r six years of age reside in	the home.				
Name(a) of Child (see 40 sections)	Full time student?	Age	Blood Lead Levels VEBL ug/dl	Covered I				
Name(s) of Child (age 18 or younger)		Age	V L D L ug/ui	MaineCar	e ?			
Name(s) of Citio (age 18 or younger)	Yes No	Age	VEBE ag/ai	MaineCare Yes	No			
Name(s) of Citio (age 18 or younger)	Yes No	Age	VEDE agrai	Yes	No			
Name(s) of Citila (age 18 or younger)		Age	VEDE agrai	Yes Yes	No No			
Name(s) of Citild (age 18 or younger)	Yes No	Age	VEDE agrai	Yes Yes Yes	No No			
Name(s) of Citila (age 18 or younger)	Yes No	Age	VEDE agrai	Yes Yes	No No			
Does your home serve as a child care location? M	Yes No Yes No Yes No eaning, does a child other	er than your d	ependent, under six years	Yes Yes Yes Yes	No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two s	Yes No Yes No Yes No eaning, does a child other	er than your d	ependent, under six years	Yes Yes Yes Yes	No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two sthe home?	Yes No Yes No Yes No eaning, does a child othe eparate days per week (er than your d at least 60 ho	ependent, under six years urs or more per year) in	Yes Yes Yes Yes Yes	No No No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two s	Yes No Yes No Yes No eaning, does a child othe eparate days per week (er than your d at least 60 ho	ependent, under six years urs or more per year) in	Yes Yes Yes Yes	No No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two s the home? If yes, have any of the children who received service.	Yes No Yes No Yes No eaning, does a child other eparate days per week (er than your d at least 60 ho	ependent, under six years urs or more per year) in oning?	Yes Yes Yes Yes Yes	No No No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two s the home? If yes, have any of the children who received service.	Yes No Yes No Yes No Yes No eaning, does a child other eparate days per week (es been determined to he HOUSEHOLD INC	er than your d at least 60 ho nave lead pois	ependent, under six years urs or more per year) in oning?	Yes Yes Yes Yes Yes Yes	No No No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two sthe home? If yes, have any of the children who received service. III. Occupants must provide the employment information	Yes No Yes No Yes No Yes No eaning, does a child other eparate days per week (es been determined to he HOUSEHOLD INC	er than your d at least 60 ho nave lead pois	ependent, under six years urs or more per year) in oning?	Yes Yes Yes Yes Yes Yes	No No No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two s the home? If yes, have any of the children who received service.	Yes No Yes No Yes No Yes No eaning, does a child other eparate days per week (es been determined to he HOUSEHOLD INC	er than your d at least 60 ho nave lead pois	ependent, under six years urs or more per year) in oning?	Yes Yes Yes Yes Yes Yes	No No No No			
Does your home serve as a child care location? Mof age spend at least three hours per day, on two sthe home? If yes, have any of the children who received service. III. Occupants must provide the employment information. Tenant Employment: Self-Employed:	Yes No Yes No Yes No Yes No eaning, does a child other eparate days per week (es been determined to he her requested below to be es, provide 2 years tax re	er than your digat least 60 ho nave lead pois OME AND de considered f	ependent, under six years urs or more per year) in oning? ASSETS for enrollment in the Programment in the P	Yes Yes Yes Yes Yes Yes	No No No No			
Does your home serve as a child care location? M of age spend at least three hours per day, on two sthe home? If yes, have any of the children who received service. III. Occupants must provide the employment information. Tenant Employment:	Yes No Yes No Yes No Yes No Yes No eaning, does a child other eparate days per week (es been determined to help to be the confirmed to be the con	er than your do at least 60 ho have lead pois OME AND are considered to	ependent, under six years urs or more per year) in oning? ASSETS for enrollment in the Programment in the P	Yes Yes Yes Yes Yes Yes Am.	No No No No			

No. of Years

UNIT	#					

Co-Tenant Employn	nent:							
Self-Employed:	☐ Yes	□ No	If yes, provid	de 2 years tax returns	s 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

			Applic	ant Demographic Profile		
lender's compliance with e encouraged to do so. The choose to furnish it. Howe	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 furn y neither discriminate on the basis of this in h the information, under federal regulations or surname. If you do not wish to furnish to	nish this inf nformation, s the lende	ormation, but are nor on whether you r 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	□ Male en	Female	· 9 ;	# 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		
Physically Disabled Head Household	d of	☐ Yes	□ No	Black/African American & White		
Displaced Homemaker* *A displaced homemaker me			Other Multi-Racial ot worked full-time, full-years in the labor force for mily 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

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 federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. Tenants may have to move furniture and belongings out of work areas so that the contractor can perform the work. Homeowners and tenants must find alternative housing for pets.

3. OTHER REQUIREMENTS

- a. During the work, the contractor will need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the owner.
- 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:	State Lead (Z267)	State Lead (N261)	Federal Lead	Healthy Homes	DHHS					
Agency (CAA):				CAA Rep Name:						
			C.	AA Rep Title:						
Project Type:	☐ Single-Family	☐ Multi-Family	C	AA Rep Phone:						
			C	AA Rep Email:						
Applicant (Owne	er):		Co-Appli	cant:						
Property:			Tenant:							
			Apt#:							
INSTRUCTIONS:	Return completed	and signed Blood Testir	ng Release to the	above-named CAA.						
in your home. If child's primary h	your children have nealth care provide		d test in the past department to ar	three (3) months range for a test.	ed prior to hazard control work s, you should contact your					
My childre					nonths. Please identify					
Provider Name	<u></u>			Date of Test						
☐ I hereby a Grant Pro		ler to release the resu	ults of this (these	e) blood test (s) to	the Lead Hazard Reduction					
1 1 7	n under six have r d at this time.	not had their blood lea	ad levels tested	in the past three (3) months and I agree to have					
For Religion	ous purposes and/	or personal reasons,	I choose not to	have my child (ch	ildren's) tested for lead.					
		formation. I/We under d Reduction Grant Pro		osure of this inforn	nation is not required for					
Parent or Guardian	Signature			Date						
Parent or Guardian	Name									

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

Project Funding: State Lea	d (Z267) State	e Lead (N261)	Federal Lea	ad Healthy Hor	mes DHHS				
Agency (CAA):				CAA Rep Name:					
				CAA Rep Title:					
Project Type:		Multi-Family CAA Rep Phone:							
	i anniy — ividi	a r army		CAA Rep Email:					
									
Applicant (Owner):			Co-	Applicant:					
Property:			Ter	ant:					
			Apt						
			Арі						
INSTRUCTIONS: Return co	mpleted and sig	ned Certificat	ion to the abov	ve-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:									
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
# of hours per day					, , , , , , , , , , , , , , , , , , , ,				
# of hours per day									
If the number of hours var	ies from week	to week, ple	ase explain:						
By signing below, you are	certifying that	this stateme	nt and inforn	nation is true and	d correct.				
Date:		Owner/O	ccupant Sigr	nature:					
			ccupant Nan						
		O WITIGI/O	Joupain Nan						
Date:		Co-Owne	er/Occupant	Signature:					
		0- 0	er/Occupant						

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

-	Applicant (Owner Property: 2. I/We, the under referenced above-referenced above-referenced above-referenced above-referenced above-referenced above-referenced above-referenced above-referenced above-referenced work (iv) laundry rental fees other than relocation responses of the property own property own property own property durelocation responsibility. 4. By signing \$1,450 for the received for the property of the property own property durelocation responsibility.	State Lead (Z267)	State Lead (N261)	Federal Lead	Healthy Home			
·5	-, (,-				CAA Rep Name:			
					CAA Rep Title:			
	Project Type:	☐ Single-Family	☐ Multi-Family	(CAA Rep Phone:			
	Applicant (Own Property: Contractor: 1. I/We, the underested above-referenced under the contractor critical word. I/We, the underested the contraction expenses. I/We, the unproperty of the contraction of the contraction expenses.		— Wala r anniy	(CAA Rep Email:			
	•	er):		Co-A	Applicant:			
Pro	pperty:							
Coi	ntractor:							
1.	relocation e referenced l above-reference to verify exp such relocation Contractor t	xpenses associate Property. I/We underced Communite Property and the control of the control of the Property as a second of the Property as a s	ted with lead paint handerstand that in ord y Action Agency ("Co s a result of tempora that I/we have a resp	azard abatem der to receive in AA"), and/or of ary relocation. onsibility to conditionally	ent work in our/nreimbursement, when documents I/We also unde poperate with the remediation work	o help cover the costs of temporary home located at the above we must provide receipts to the which may be required by the Corstand that in the event I/we receipt CAA and the above referenced control including moving furniture out of dite the work.	AA, eive	
2.	following: (i (iv) laundry rental fees other than r relocation e) moving expense; (v) extra gasoling for other alternation, I/we urexpenses. Furthe	es; (ii) hotel/motel co e/transportation cos ve housing arrangen nderstand that this d	osts; (iii) secur ts due to the t nents. If the r loes not entitle and that the C	ity deposits and emporary relocatelocation assistated me/us to requestant is under no o	ide, but are not limited to, the monthly rent for apartment units; tion to another dwelling; and (vi) ance I/we receive is spent on iten at additional money for actual obligation to reimburse for unvertible.	ns	
3.	property ow property dur relocation re	ner/representativ ring my/our reloca eimbursement I/w	e. I/We, understand ation, I/we may be re	if I/we are dee esponsible for	emed responsible the cost associate	policies set forth by the relocation of the relocated ted with said damages. Any the with damages determined my/		
4.	By signing t	his agreement, I/	We acknowledge the	e conditions o	f receiving reloca	ation reimbursements and that		
	\$1,450 for fo	ederally-funded p	projects or \$1,250 for	r state-funded	projects are the	maximum amounts of money to	be	
	received for	temporary reloca	ation expenses.					
	Signature of	of occupant of h	ome or rental unit	where lead h	azard abatemer	nt work is being carried out. If	you	
Applicant Property: Contractor 1. I/We, relocal refere above to verificate to verificate to the relocal experts. 2. I/We, following (iv) later relocate experts. 3. I/We, proper properelocate response relocate response relocate response to verificate to the relocate response relocate rel	do not und	erstand this agr	eement, do not sig	ın it.		_	_	
	Contractor: I. I/We, the un relocation ex referenced P above-refere to verify expessuch relocation critical work: I. I/We, the un following: (i) (iv) laundry; rental fees for other than rerelocation expenses or property own property own property duri relocation reiresponsibility. I. By signing the \$1,450 for feer received for signature or do not under Occupant Signature or Co-Occupant Signature or Co-Occupant Name Co-Occupan			<u> </u>				
•	Occupant Nam	ne		 Apartm	ent/Unit#	Date	_	
	Project Type: If we, the understance of the contractor to critical work and the contractor to critical work and following: (i) (iv) laundry;	Signature						
-	Co-Occupant N	Name				Date		
•		below, the CAA	acknowledges red	 ceipt of this d	ocument signe	d by the above		
						Date		
	CAA Represer	ntative Name		<u></u>			_	
	,							

U	INI.	Γ#		

AMI	for	this	tenant:	

TENANT APPLICATION

Community Action	Agency (CAA):	G	uestions sh	nould be directed to:		
Name		C	AA Rep Nan	ne:		
Address		_	AA Rep Title			
			AA Rep Pho	·		
		C	AA Rep Ema	ail:		
INSTRUCTIONS: R	teturn completed and signed A	Application and Applicant	Information I	Form to the above-named C	AA.	
Date		Project Type	☐ Sing	gle-Family Rental	ulti-Family	
	I.	PROPERTY II	NFORMAT	ΓΙΟΝ		
Address:		Apar	tment #			
		#Bed	drooms:			
		Rent	Amount:			
	II.	HOUSEHOLD	INFORMA	TION		
	11.	HOUSEHOLD	INFORMA	TION		
Tenant Name:			enant Name			
	First MI L	ast		First MI	Last	
Tenant Age:		Co-T	enant Age:			
Telephone:		Tele	phone:			
Total number in hou	oo (including you)	□ No dependent	children und	er six years of age reside in	the home	
Total Humber III Hous	se (including you)	• No dependent	Crillareri aria	er six years or age reside in	the nome.	
Name(s)	of Child (age 18 or younger)	Full time student?	Age	Blood Lead Levels	Covered I MaineCar	
Nume(s)	or or mu (age 10 or younger)	Yes No		VEBL ug/dl		
					Yes	No
		Yes No			Yes	No
		Yes No			Yes	No
		Yes No			Yes	No
of age spend at leas the home?	ve as a child care location? Me three hours per day, on two services children who received services.	separate days per week (at least 60 h	ours or more per year) in	☐ Yes	 □ No □ No
	III.	HOUSEHOLD INC	OME AND	ASSETS		
Occupants must pro	vide the employment informati	ion requested below to be	e considered	for enrollment in the Progra	m.	
Tenant Employm				-		
Self-Employed:	☐ Yes ☐ No If y	ves, provide 2 years tax r	eturns, includ	ding all Schedules.		
Employer Name	,		nployer Telep	_		

Employer Address

Street, City, State, Zip

Position

No. of Years

	#		

CO-Tellali	it Employn	ient:						
Self-Employed: Employer Name Employer Address		☐ Yes	□ No	If yes, pr	ovide 2 years tax returns, Employer	-		
• •					relephone			
Employer 7	iddi 033	-			Position No. of Ye	ars		
Uaad of U	lougabald	Employm	ont					
	lousehold							
Self-Emplo	-	☐ Yes	☐ No	nedules.				
Employer N						Telephone		
Employer A	Address				Position			
					No. of Ye	ars		
Occupants	must provide	e gross inco	me inform	nation and v	erification to be considere	d for enrollment	in the Progran	n.
		0D000 AN	IOUNT		A	В	NIT	C) Head of
2 \	Nogoo (groo	GROSS AN		ov mont	TENANT	CO-TENA	NI	Household
	Nages (gros Additional Mo		-	oyment				
	1. Overtime	-	ie Fiolii.			-		
	_	e Employme	ent			-		
	3. Pension		5110					
		s Administra	ition Com	nensation				
		tal Income		p =				
		oloyment*						
	7. Child Su	-						
8		ssistance (T.	ANF/WIC	(GA)				
g		ecurity Bene		,				
1	10. Unemplo	-		1				
с. (Other**							
d. (Gross Mont	hly Income	(Total A,	B & C)				
e. 1	Total (Line D	Multiplied b	y 12)					
f. (Gross Hous	ehold Incor	ne (Total	e(A)+e(B)+	e(C):			
*If self-en ** Include or investr	es bonuses, di	e provide mos vidends, inter	st recent 2 est, royalti	years of com es, alimony, s	pleted tax returns including S ick pay, disability, retirement	Schedule C. ., income from trust	s, income from	business activities
			IV	. HOU	JSEHOLD INCOME	AND ASSETS	3	
I certify tha	at ALL the i	nformation	I have p	rovided on	this form is TRUE and	CORRECT an	d I acknowle	edge the CAAs right to
verify. I fu <i>Tenant Inf</i>		that I have	e receive	ed a copy o	of and agree to the resp	onsibilities and	information	contained in the
					of the United States En		otection Age	ncy pamphlet entitled
Signed by	all Tenants	of the prop	erty					
						Date		
Signature	e of Tenant (O	ccupant)				Date		
						Date		
Signature	e of Co-Tenan	t (Co-Occupa	nt)			Date		

			Applic	can	t Demographic Profile			
lender's compliance with encouraged to do so. The choose to furnish it. How	equal credit e law provid ever, if you	opportuni les that a l choose no	ity and fai lender ma ot to furnis	ir ho ay ne sh th	ment for certain types of loans related to using laws. You are not required to furr either discriminate on the basis of this in the information, under federal regulations surname. If you do not wish to furnish t	nish this in formation the lend	information, but are n, nor on whether you der is required to note race o	r
I do not wish to furnish	this inform	ation	□Ye	16	□No			
	Head of	Househo		_	that apply)			
Sex of Head of Household Single Married Elderly Single Parent with Child		□ Female	e	Rac	White Black/African American American Indian/Alaska Native			
Two Parents with Childre Other (specify)	en				Asian Native Hawaiian/Other			
Ethnicity: Hispanic or Latino Not Hispanic or Latino:	-1 -£				Pacific Islander American Indian/Alaskan Native & White Asian & White			
Physically Disabled Hea Household	a or	☐ Yes	□ No		Black/African American & White			
				not w	Other Multi-Racial orked full-time, full-years in the labor force fo and is employed or under employed and is e			
				(Office Use Only			
The Gross Income as calcula	ated pursuant	to this Ter	nant Applic	ation	has been verified by the CAA to be:		\$	
Maximum Eligible Income fo	r this Tenant/	is:	\$		Percentage	e of AMI:		
CAA Representative Sign	nature			Da	te CAA Representative Nam	ne		

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UNIT #	UN	NIT#	ŧ
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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 federal grants of up to \$1,450 or state grants of up to \$1,250 to help with temporary relocation costs not to exceed ten days. It is the Landlord's responsibility to have the rental units vacant and ready for contractor work prior to commencement of work.
- b. Tenants may have to move furniture and belongings out of work areas so that the contractor can perform the work. Homeowners and tenants must find alternative housing for pets.

3. OTHER REQUIREMENTS

- a. During the work, the contractor will need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the owner.
- b. Staff from the CAA and MaineHousing will conduct site visits during the construction phase.

4. RETURNING HOME

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

5. ACKNOWLEDGEMENT OF LIMITED FUNDS

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

6. RESOLUTION OF DISPUTES

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

- a. <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:	State Lead (Z267)	State Lead (N261)	Federal Lead Healthy Homes DHHS	
Agency (CAA):			CAA Rep Name:	
			CAA Rep Title:	
Project Type:	☐ Single-Family ☐ M	/Julti-Family	CAA Rep Phone:	
r roject rype.	□ Single-Family □ N	nuiti-Family	CAA Rep Email:	
Applicant (Owne	r):		Co-Applicant:	_
Property:			Tenant:	
			Apt#:	_
INSTRUCTIONS:	Return completed and	signed Blood Testing	Release to the above-named CAA.	
Date				
It is recommend	ed that all children und	der six vears of ag	e have their blood lead level tested prior to hazard control wo	ork
in your home. If	your children have no	t received a blood	test in the past three (3) months , you should contact your	OTIC
child's primary h	nealth care provider or	the local health de	partment to arrange for a test.	
Please check o	one of the following-	the one which be	st describes your children:	
Please check o	ne of the following-	the one which be	st describes your children:	
_			els tested in the past three (3) months. Please identify	
My children	n under six have had t		els tested in the past three (3) months . Please identify	
_	n under six have had t		els tested in the past three (3) months . Please identify	
My children	n under six have had the six have had the six have had the six have had the six had the	their blood lead lev	els tested in the past three (3) months . Please identify	
My children Provider Name I hereby au Grant Prog	n under six have had the six have had the six had the	their blood lead lev	els tested in the past three (3) months . Please identify Date of Test	
My children Provider Name I hereby au Grant Prog	n under six have had to the under six have had to the provider to the gram.	their blood lead lev	Date of Test s of this (these) blood test (s) to the Lead Hazard Reduction	
My children Provider Name I hereby au Grant Prog My children them teste	uthorize the provider to gram. n under six have not he d at this time.	their blood lead level or release the result had their blood lead	Date of Test s of this (these) blood test (s) to the Lead Hazard Reduction	
My children Provider Name I hereby au Grant Prog My children them teste	uthorize the provider to gram. n under six have not he d at this time.	their blood lead level or release the result had their blood lead	Date of Test s of this (these) blood test (s) to the Lead Hazard Reduction d levels tested in the past three (3) months and I agree to ha	
My children Provider Name I hereby au Grant Program My children them teste For Religion	uthorize the provider to gram. n under six have not h d at this time.	their blood lead level or release the result had their blood lead ersonal reasons, I hation. I/We unders	Date of Test Sof this (these) blood test (s) to the Lead Hazard Reduction delevels tested in the past three (3) months and I agree to have my child (children's) tested for lead.	
My children Provider Name I hereby au Grant Program My children them teste For Religion	uthorize the provider to gram. n under six have not had at this time. ous purposes and/or point of the disclose this information the Lead Hazard Research	their blood lead level or release the result had their blood lead ersonal reasons, I hation. I/We unders	Date of Test Sof this (these) blood test (s) to the Lead Hazard Reduction delevels tested in the past three (3) months and I agree to have my child (children's) tested for lead.	
My children Provider Name I hereby au Grant Program My children them teste For Religion I/We voluntar participation in	uthorize the provider to gram. n under six have not had at this time. bus purposes and/or perity disclose this informin the Lead Hazard Resistant	their blood lead level or release the result had their blood lead ersonal reasons, I hation. I/We unders	Date of Test Sof this (these) blood test (s) to the Lead Hazard Reduction delevels tested in the past three (3) months and I agree to have the choose not to have my child (children's) tested for lead. Stand that disclosure of this information is not required for gram	

CHILDREN UNDER 6 YEARS OLD VISITING CERTIFICATION

roject Funding:	State Lead	I (Z267)	State L	ead (N261)	Federal Le	ad	Healthy Home	es DHHS		
gency (CAA): Project Type	: Single			i-Family		CAA CAA	Rep Name: Rep Title: Rep Phone: Rep Email:			
Applicant (Own	er):				c	о-Арр	licant:			
Property:						enant:				
INSTRUCTIONS	3: Return o	completed	d and sigr	ned Certificat	ion to the ab	ove-na	amed CAA.			
On your Applicage spends a "hours a day on Please fill in the	significan two sepa	t amount rate day	t of time s a wee	" visiting yoເ k and a tota	ur home. A I of 60 hou	"signit rs per	icant amoun year."	t of time" visi	ting is define	ed as, "three
		Sur	nday	Monday	Tuesday	, W	ednesday	Thursday	Friday	Saturday
# of hours per	day									
If the number of	of hours va	aries fron	n week t	to week, ple	ase explair	า:				
By signing belo	ow, you ar	e certifyi	ing that t	this stateme	ent and info	rmatio	n is true and	correct.		
Date:					ccupant Si	_	re:			_
				Owner/O	ccupant N	ame:				
Date:				Co-Owne	er/Occupar	nt Sign	ature:			
				Co-Owne	er/Occupar	nt Nam	ie:			

RELOCATION ASSISTANCE ACKNOWLEDGEMENT

ct Funding:	State Lead (Z267)	State Lead (N261)	Federal Lead	Healthy Homes	DHHS
(,-			C	AA Rep Name:	
			C	AA Rep Title:	
Project	Type: Single-Family	☐ Multi-Family	C	AA Rep Phone:	
	,	,	C	AA Rep Email:	
Applicant Property:	-		<u> </u>	pplicant:	
Contracto					elp cover the costs of tempora
refere above to ver such Contr	nced Property. I/We use-referenced Communify expenses incurred relocation assistance,	understand that in or ity Action Agency ("C as a result of tempo that I/we have a res roperty for lead haza	der to receive re CAA"), and/or ot rary relocation. ponsibility to coo ard abatement/re	eimbursement, we her documents what I/We also understapperate with the Calemediation work, in	home located at the above must provide receipts to the ich may be required by the Cand that in the event I/we received and the above referenced including moving furniture out the work.
follow (iv) la renta other reloca	ing: (i) moving expensumber; (v) extra gasoling lees for other alternathan relocation, I/we uses.	ses; (ii) hotel/motel one/transportation contive housing arrange understand that this ermore, I/We unders	costs; (iii) securit sts due to the te ements. If the re does not entitle stand that the Ca	ty deposits and mo emporary relocation elocation assistanc me/us to request a AA is under no obl	, but are not limited to, the onthly rent for apartment units to another dwelling; and (vi) e I/we receive is spent on iter additional money for actual igation to reimburse for unvertigation.
prope prope reloca	rty owner/representati	ve. I/We, understand cation, I/we may be r	d if I/we are dee responsible for t	med responsible for he cost associated	licies set forth by the relocation damages to the relocated with said damages. Any with damages determined my
4. By sig	gning this agreement,	I/We acknowledge tl	he conditions of	receiving relocation	n reimbursements and that
\$1,45	0 for federally-funded	projects or \$1,250 fo	or state-funded	projects are the m	aximum amounts of money to
receiv	red for temporary reloc	cation expenses.			
		•	t where lead ha	ızard abatement v	vork is being carried out. If
_	ot understand this ag				J
	ant Signature				
Occupa	ant Name		 Apartme	ent/Unit #	Date
Co-Occ	cupant Signature				
	- ap anni a i giranari a				
Co-Occ	cupant Name				Date
	gning below, the CA		 eceipt of this do	ocument signed b	by the above
home	eowner(s) or renter(s).			
					Data
	epresentative Signature				Date