

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

MULTI-FAMILY APPLICANT INFORMATION

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

1. HOW THE PROGRAM WORKS

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

2. FEDERAL LEAD PROGRAM GENERAL INFORMATION

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

3. STATE LEAD PROGRAM GENERAL INFORMATION

- a. State Lead Grants are available to eligible Owners of rental properties. The maximum State Lead Grant amount an owner can receive is \$15,000 per unit. Owners will be required to lease the enrolled units to income eligible families for a period of four (4) years and must sign a *Declaration of Covenants and Restrictions* promising such.
- b. If costs exceed \$15,000 per unit, owners must pay the difference. If Owners cannot or refuse to pay the difference, MaineHousing reserves the right to deny the project. The cost of lead paint inspections and abatement/remediation design will be funded by MaineHousing for eligible rental units and not included in the State Lead Grant amount. MaineHousing may also help with the costs of tenant relocation during the lead hazard abatement work.
- c. An Owner of property that receives lead abatement assistance under the State Lead Program shall pay a portion of abatement costs as follows: At least 10% of the costs of abatement if not under abatement order; at least 25% of the costs of abatement if the building is under abatement orders.

- d. For a period of no less than four (4) years, beginning on the date on which the State Lead Grant is awarded, Owner must agree to lease 100% of the Lead Program Units to tenants with a household income at or below 100% of the area median income as established by United States Department of Housing and Urban Development (“HUD”) guidelines.
- e. The Owner must agree to limit the monthly rental charges in the Lead Program Units to Fair Market Rents (“FMR”) for the unit size and geographical area, as determined annually by the U.S. Department of Housing and Urban Development and available at www.mainehousing.org.
- f. Owners must also provide proof of building ownership (e.g. a property deed). Owners must also agree to pay all taxes due on the Property and keep the Property free from all future claims against it.
- g. Owners must agree to keep the Property in good condition and make all repairs needed to comply with local code requirements
- h. Owners will be required to sign several documents, including an *Application*, a *Declaration of Covenants*, grant documents, a *Construction Contract* and other documents necessary for completion of lead hazard control work.
- i. If the Owner transfers title, refinances, foreclosed on, sells the property or breaks the affordability requirements prior to the maturation of the four-year State Lead Grant term, MaineHousing may recoup the Grant funds.

4. TEMPORARY RELOCATION

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

5. RETURNING HOME

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

6. ACKNOWLEDGEMENT OF LIMITED FUNDS

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

7. OTHER REQUIREMENTS

- a. Property insurance is required for all properties enrolled in the Lead Program.
- b. Owners with properties located in a FEMA recognized Special Flood Hazard Area will not be allowed to participate in the Federal Lead Program.
- c. Only qualified, licensed abatement contractor can perform the work. Owners cannot use grant proceeds to pay for his/her own labor or to purchase his/her own materials to perform the work. **Note:** Owners who are licensed lead abatement contractors may seek pre-approval from MaineHousing for reimbursement of materials only. Owners who are licensed lead abatement contractors must receive pre-approval from MaineHousing in order to seek reimbursement for costs related to materials for the lead abatement project. Please contact the Community Action Agency for additional information.
- d. Work cannot commence until the *Application* is approved **AND** the required Lead Program Grant documents and other required Federal Program Grant documents have been signed. Any work started prior to Lead Program Grant closing will not be funded by MaineHousing.
- e. During the work, the contractor will need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the Owner.
- f. Site visits will be conducted by staff from the CAA and MaineHousing during the construction phase.

8. CONTRACTOR PROPOSALS

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

9. CONTRACTS

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

10. CONTRACTOR PAYMENTS

- a. No payments will be released to the contractor until the CAA authorizes payment. Final payment will be withheld until the contractor passes a visual inspection and a lead dust wipe clearance test performed by the CAA.
- b. The Owner, the chosen contractor and the CAA will enter into a *Construction Escrow Agreement*. This enables the CAA to hold and distribute the construction funds on the Owner's behalf and in accordance with program rules.

11. RESOLUTION OF DISPUTES

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

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

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