



CITY OF BIDDEFORD
LEAD PAINT HAZARD REDUCTION PROGRAM
PROPERTY OWNER APPLICATION AND INFORMATION FORM

City of Biddeford:

Questions should be directed to:

Name HUD Lead Hazard Reduction & Healthy Homes Program
Address City Hall--2nd Floor, 205 Main St PO Box 586
City/State/Zip Biddeford, ME 04005

Intake Staff Name: _____
Intake Staff Phone: _____
Intake Staff Email: _____

Please attach the following: (1) Property Deed; (2) Proof of Property Insurance; & (3) Any Outstanding Notices of Violation from the Code Enforcement Office.
[Owner-Occupants ONLY: Please also attach Proof of Household Income.]

Date: _____

Applicant (Owner) Information:

Owner or Entity Name (as reflected on the property deed)

Co-Owner Name (as reflected on the property deed)

Entity or Owner First Name MI Last Name

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

Applicant Mailing Address

Address
City State ZIP Code

Home Phone _____
Work Phone _____
Email _____

This section to be filled out ONLY if Owner's Unit is to be enrolled. If Owner's Unit is not to be enrolled, then skip to "Property Information" section below.

Total tenants in the unit (including you) _____ Check here if no dependent child under age six resides in the home

Name(s) of dependent children	Birthdate	Ages	Blood Lead Levels VEHL ug/dl

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

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

Property Information:

Property address for lead work:

Street City

Check property type:

- MULTI-UNIT
- Single-Family Rental Unit
- Owner-Occupied?

County State ZIP Code

Zoning: Year Built: **Any Outstanding Code Violations? Y or N**

of Units: **Please List:** _____

Household Income & Assets: THIS PAGE TO BE COMPLETED ONLY BY OWNER-OCCUPANTS

Owner-Occupants must complete this section if Owner's unit is to be enrolled in the Program. If not, skip to Page 3.

Applicant Employment:

Self-Employed: Yes No

Employer Name _____ Employer Phone _____
 Employer Address _____ Position _____
 _____ No. of Years _____

Co-Applicant Employment:

Self-Employed: Yes No

Employer Name _____ Employer Phone _____
 Employer Address _____ Position _____
 _____ No. of Years _____

Co-Applicant Employment:

Self-Employed: Yes No

Employer Name _____ Employer Phone _____
 Employer Address _____ Position _____
 _____ No. of Years _____

Gross (Before Tax) Income (City of Biddeford reserves the right to request and verify income documentation.):

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

** Includes bonuses, dividends, interest, royalties, alimony, sick pay, disability, retirement, income from trusts, income from business activities or investments. **OWNER-OCCUPANTS ONLY: PLEASE SEND ALONG WITH THE COMPLETED APPLICATION PROOF OF HOUSEHOLD INCOME**

IMPORTANT! READ THIS BEFORE SIGNING:

I/We declare under penalty of perjury that the content provided by me/us in this Owner Application & Information Form is **TRUE**, **CORRECT**, and **COMPLETE**. I/We hereby authorize the City of Biddeford or its authorized representative to independently verify the information provided here. I/We certify that I/we have read, understand, and agree to the responsibilities and information contained in this Applicant Information Form. I/We understand that under the False Claims Act, 31 USC 3279-3733, those who knowingly submit or cause another person or entity to submit false claims for payment of Government funding are liable for three times the Government's damages plus civil penalties for each false claim.

Signature of Applicant (Owner)

Date

Signature of Co-Applicant (Co-Owner)

Date

City of Biddeford Use Only

The Gross Income as calculated pursuant to this Application: \$ _____

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

Dated

Signed by City Representative

Name of City Representative

NOTICE TO APPLICANT / PROPERTY OWNER REGARDING PRIVACY ACT INFORMATION

PRIVACY NOTICE

City of Biddeford

At the City of Biddeford, 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 in protecting your confidentiality.

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

Information We Gather

In order to provide you with financial 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, date of birth, income, 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 parties include the Program's professional staff (to the extent it is necessary to perform their jobs), the Program's Public Health Outreach and Resident Education Partner Agency (Coastal Healthy Communities Coalition at the University of New England), and your Maine-licensed Lead Abatement/Healthy Homes Contractor (to be determined through the Program's bidding process). These and any other 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 with 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, title companies, 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 the 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 the City's Planning & Economic Development Department at 207-284-9105.

LEAD PAINT HAZARD REDUCTION PROGRAM

**OWNER / APPLICANT INFORMATION FORM**

This Owner/Applicant Information Form describes Program requirements and provides a list of things that Owner/Applicants need to know and do to receive a Lead Paint Hazard Reduction Program ("Program") **Zero-percent-interest three-year Deferred Forgivable Loan** from the City of Biddeford ("City").

ABOUT THE PROGRAM: This Program is funded by the U.S. Department of Housing & Urban Development ("HUD") and administered by City. Funds pay to both identify and then safely remove lead paint hazards from older downtown housing to reduce occupants' risk of lead poisoning. Eligible properties are privately owned single family homes, multi-units, or mixed-use residential construction built before 1978 and located in City census tracts 252.01/252.02 (the downtown area). Multi-units will qualify when a majority of households in the units meet HUD's "low income" or "very low income" guidelines; Owner-occupied units will qualify when Owner's household income meets HUD's "low-income" criteria **and** a child under age 6 or a pregnant woman lives in the home. The City accepts Owner (and Tenant) applications & performs income verifications and a property title search. When Program eligibility is met and Owner agrees to the Program's terms, the City or its representative(s) will then inspect the property for lead hazards; design a work scope to remove them; bid out the scope of work to qualified abatement Contractors; and award the work to the Contractor with the lowest reasonable bid who can also begin the work within 30 to 60 days of signing the Construction Contract. City representatives will inspect the work as it occurs, disburse payments to the Contractor from the Owner's Lead Loan, and conduct final inspection and clearances at the end of the Project.

GENERAL PROGRAM REQUIREMENTS

- **100% Forgivable Lead Loans** cover eligible hazard-reduction costs of up to \$20,000 per living unit. If the approved Lead Loan does not cover all lead hazards identified at the Property, Owner agrees to provide the additional funds to address all lead hazards. If Owner refuses, City reserves the right to decline Owner's application. Lead Loans are for a term of three (3) years at 0% interest with deferred payments. 100% Lead Loan forgiveness is granted when Owner leases the Loan-funded units to low- or very low-income households throughout the loan term and retains Property ownership. Owner's agreement is backed by a 3-year Promissory Note, Mortgage/Lien, Guaranty (as applicable), and related assurances. The City pays the cost of completing lead inspections/risk assessments, lead abatement designs, lead clearance testing, and Project management; these costs are NOT added to the Lead Loan.
- Owner whose property is under a lead abatement order from the State of Maine will be required to pay a 10% share of the total cost of eligible lead hazard reduction work (the City reserves the right to reduce/waive this Owner contribution).
- For at least three years from the date of Project completion, Owner agrees to lease the lead-safe living units to tenants with household income that is, at minimum, no more than 80% of the area median income established by HUD. If for any reason the household income requirement explained above cannot be met, Owner must obtain a "waiver" from the City.
- During the work period and for at least three years after its completion, Owner agrees to pay all City assessments (taxes, sewer, etc) due on the Property and keep the Property fully insured against loss and free from future claims.
- Owner will keep the Property in good condition and make all repairs needed to comply with local code requirements.
- Owner will sign several Program documents, including an application, affidavit, agreement, mortgage/lien, promissory note, a construction contract and other documents necessary for completion of the lead hazard reduction work. Owner must also provide proof of ownership (e.g., property deed), property insurance coverage, and any notices of code violations.
- If Owner transfers title, is foreclosed on, sells the property, or breaks the affordability requirements noted above prior to the end of the three-year Lead Loan term, the City may immediately recoup all Loan funds.

TEMPORARY RELOCATION OF TENANTS DURING ABATEMENT WORK

- Owners must notify Tenant/s living in units enrolled in the Program that they will have to relocate temporarily during the lead hazard reduction work. Owners are strongly encouraged to seek vacant units for the temporary relocation of Tenants during the work. Enrolled unit households can receive temporary relocation services from the Program (for a stay at a local motel) if: the Owner cannot provide a vacant unit for this purpose; and friends/family cannot provide a temporary place to stay. The Program offers relocation services of up to \$1,225 per household for a period typically not to exceed ten (10) days; relocation costs beyond this are Owner's responsibility.
- Owner is ultimately responsible for enrolled units to be vacated and ready for Contractor's work prior to start of the work. This means Tenants may have to move furniture and belongings out of the planned work area (e.g., move them away from windows and into the center of the room) so Contractor can perform the work.
- Owner-occupants and Tenants must find alternative housing for pets.

OTHER REQUIREMENTS

- Loan proceeds cannot be used to pay for an Owner's own labor or to purchase his/her own materials to perform the work.
- No work may begin until Owner's application is approved **AND** all required documents are signed. **Any work started prior to the Loan award will not be funded by the City of Biddeford.**
- 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.
- Site visits will be conducted by City representatives during the application, inspection, design, construction, and clearance phases of the work. Owner will not deny access to the property for these visits.
- Owner agrees that a Program sign may be placed at the property during the work, describing it as a 'lead-safe' project.

CONTRACTOR BID PROPOSALS

- City will solicit a minimum of three bids from separate, qualified contractors to perform the work on Owner's behalf. The Contractor that wins the bid must be a Maine Department of Environmental Protection-licensed lead abatement Contractor.
- Owners should check the Contractor's past performance through references and the Better Business Bureau. City may be able to assist Owners in this.
- The Project will be awarded to the qualified Contractor whose bid is the lowest cost and most responsive to the bid, considering such factors as reasonableness of bid and the timely start of work. Owners choosing Contractors whose bids are not the lowest cost and most responsive to the bid **will pay out of pocket for any difference in cost.**

CONTRACTS

- City's Lead Paint Hazard Reduction Program requires a standard lead Construction Contract to be signed by the Owner and the chosen Contractor. City will provide the Contract to be used.

CONTRACTOR PAYMENTS

- No payments will be released to the Contractor until Owner approves the work, Contractor releases liens for the work performed, and City authorizes payment. Final payment is withheld until the Contractor passes the independent visual inspection and lead clearance testing.
- The Owner, Contractor, and City agree that City will hold all Contractor payments, including any Owner Contribution, and distribute same on Owner's behalf and in accordance with Program rules. Any Owner contribution will pay the Contractor first --before any Program funds are distributed --for Contract work.

RETURNING HOME

Owner-occupants and/or Tenants cannot return home until all of the interior work is completed and the lead dust wipe sample testing meets lead clearance criteria. There may be additional work that needs to be completed on the exterior of the home, but this can be done safely while Owner-occupants and/or Tenants live in the home.

RESOLUTION OF DISPUTES: City uses a standard procedure during the unit rehabilitation process for resolving disputes arising between the Owner and the Contractor. The parties to the Contract are initially responsible for resolving disputes that concern the provisions of the signed Contract or the performance of the parties. If dispute resolution is unsuccessful between the parties to the Contract, City will assist the impacted party through the following process:

- *Notice of Dispute.* Within five business days of becoming aware of a dispute that is not readily resolved, City will send a formal notice of the dispute to the appropriate party, along with a copy of any written correspondence from the complainant. City will also send a copy of the notice of dispute to the complainant.
- *Party Conference.* City will convene a conference of the parties to be held within fifteen days from the date of the Notice of Dispute. City will notify all parties of the date, time, and place of the conference, giving reasonable consideration to the schedules of the parties and the severity of the dispute. If the conference produces a resolution to the dispute, City will prepare a document signed by the parties involved in the dispute that plainly states the agreed-upon resolution.
- *Binding Arbitration.* The lead hazard Construction Contract and/or the general construction contract between the Contractor and Owner will contain a binding arbitration clause. If the party conference noted above does not produce an agreed-upon resolution, City will issue a document stating that no resolution was reached and that the parties will participate in a binding arbitration proceeding to be held as soon as possible after the conference. Unless City, Owner, and Contractor otherwise agree, the arbitration shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association. The decision of the Arbitrator will be final. The parties in dispute will be responsible for any costs related to the arbitration.

AFFIRMATIVE MARKETING INFORMATION: Please complete the following section to assist us in fulfilling our affirmative marketing requirements. Your response is voluntary and will not affect your application.

Ethnicity of the Persons in your household

Hispanic or Latino: Of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Not Hispanic or Latino: NOT of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Race of the Persons in your household (check all that apply)

American Indian or Alaska Native

Asian

Black or African American

Native Hawaiian or Other Pacific Islander

White or Caucasian

Other

IF YOU DO NOT UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS DOCUMENT, PLEASE CONTACT CITY LEAD PROGRAM @ 207-284-9105 FOR CLARIFICATION BEFORE SIGNING.

I/We declare under penalty of perjury that the information in this Application and Information Form is **TRUE, CORRECT, and COMPLETE**. I/We hereby authorize City of Biddeford or its authorized representatives to independently verify the information provided here. I/We certify that I/we have read, understand, and agree to the responsibilities and information contained in this Applicant Information Form. I/We understand that under the False Claims Act, 31 USC 3279-3733, those who knowingly submit or cause another person or entity to submit false claims for payment of Government funding are liable for three times the Government's damages plus civil penalties for each false claim.

APPLICANT (OWNER):

CITY OF BIDDEFORD:

Signature of Applicant

Signature of City Representative

Signature of Co-Applicant

City Representative Name

Date

Date