

**CITY OF WATERTOWN, NEW YORK**  
**REVISED AGENDA**  
**Monday, December 5, 2016**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 5, 2016, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Reappointment to Board of Ethics,  
Jean A. Bilow
- Resolution No. 2 - Reappointment to Board of Ethics,  
Yvonne F. Reff
- Resolution No. 3 - Reappointment to Board of Ethics,  
Rande S. Richardson
- Resolution No. 4 - Reappointment to Board of Ethics,  
James D. St. Croix
- Resolution No. 5 - Reappointment to Board of Ethics,  
Arthur C. Stever III
- Resolution No. 6 - Reappointment of City Constable,  
Patricia J. Hennegan
- Resolution No. 7 - Reappointment of Deputy City Constable,  
Michael J. Hennegan
- Resolution No. 8 - Reappointment to the Roswell P. Flower Memorial  
Library Board of Trustees, Carolyn D. Weldon

- Resolution No. 9 - Designation of Official Newspaper
- Resolution No. 10 - Approving Waiver of Fees for Admission and Skate Rental for “Skate With Santa” Event
- Resolution No. 11 - Approving Waiver of Fees for Admission and Skate Rental for Two Snowtown USA Public Skating Events
- Resolution No. 12 - Establishing 2017 County Tax Rate
- Resolution No. 13 - Authorizing Public Auction for Sale of City Owned Properties
- Resolution No. 14 - Authorizing Public Sale of City Owned Tax Sale Certificate
- Resolution No. 15 - Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program
- Resolution No. 16 - **(added)** Rescinding Resolution Authorizing Sales of Real Property, Known at 140 Palmer Street to Thousand Islands Area Habitat for Humanity, Watertown, NY 13601
- Resolution No. 17 - **(added)** Rescinding Resolution Authorizing Sales of Real Property, Known at VL-140 Palmer Street to Thousand Islands Area Habitat for Humanity, Watertown, NY 13601
- Resolution No. 18 - **(added)** Authorizing Public Auction for Sale of 140 Palmer Street and VL 140 Palmer Street

## **ORDINANCES**

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. December Work Session

## **NEW BUSINESS**

**EXECUTIVE SESSION**

1. To discuss collective bargaining

**WORK SESSION**

Next Work Session is scheduled for Monday, December 12, 2016, at 7:00 p.m.

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
DECEMBER 19, 2016.**

Res Nos. 1, 2, 3, 4 and 5

December 1, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Reappointments to the Board of Ethics

At the request of the City Council, the following members of the Board of Ethics were contacted and have agreed to serve another one-year term, such term expiring on December 31, 2017:

Jean A. Bilow  
Fairway West – Unit C2  
522 Weldon Drive  
Watertown, NY 13601

Yvonne F. Reff  
621 Frontenac Street  
Watertown, NY 13601

Rande S. Richardson  
269 Flower Avenue West  
Watertown, NY 13601

James D. St. Croix  
636 Davidson Street  
Watertown, NY 13601

Arthur C. Stever III  
304 Paddock Street  
Watertown, NY 13601

Resolutions are attached for City Council consideration.

**RESOLUTION**

Page 1 of 1

Reappointment to Board of Ethics,  
Jean A. Bilow

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2017:

Jean A. Bilow  
Fairway West – Unit C2  
522 Weldon Drive  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
Yvonne F. Reff

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2017:

Yvonne F. Reff  
 621 Frontenac Street  
 Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
Rande S. Richardson

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2017:

Rande S. Richardson  
 269 Flower Avenue West  
 Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
James D. St. Croix

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2017:

James D. St. Croix  
 636 Davidson Street  
 Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
Arthur C. Stever III

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A..  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Mark C.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2017:

Arthur C. Stever III  
 304 Paddock Street  
 Watertown, New York 13601

**Seconded by**

Res Nos. 6, 7

December 1, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Reappointment of City Constable and Deputy City Constable

At the request of the City Council, the City Constable, Patricia J. Hennegan, and Deputy City Constable, Michael J. Hennegan, have been contacted and both have agreed to serve another one-year term, such term expiring on December 31, 2017.

Resolutions are attached for City Council consideration.

**RESOLUTION**

Page 1 of 1

Reappointment of City Constable,  
Patricia J. Hennegan

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed as City Constable for the City of Watertown, for a one-year term expiring on December 31, 2017:

Patricia J. Hennegan  
 16820 Dry Hill Road  
 Watertown, New York 13601

**Seconded by**

**RESOLUTION**

Page 1 of 1

Reappointment of Deputy City Constable,  
Michael J. Hennegan

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total .....

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed as Deputy City Constable for the City of Watertown, for a one-year term expiring on December 31, 2017:

Michael J. Hennegan  
16820 Dry Hill Road  
Watertown, New York 13601

**Seconded by**

Res No. 8

December 1, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Reappointment to the Roswell P. Flower Memorial Library Board,  
Carolyn D. Weldon

At the request of the City Council, Ms. Weldon was contacted and has agreed to serve a full eleven-year term, such term expiring on December 31, 2027.

A Resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Reappointment to the Roswell P. Flower Memorial Library Board of Trustees, Carolyn D. Weldon

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Steven A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby reappointed to the Roswell P. Flower Memorial Library Board of Trustees for an eleven-year term expiring on December 31, 2027:

Carolyn D. Weldon  
929 Ives Street  
Watertown, NY 13601

**Seconded by**

Res No. 9

December 1, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Designation of Official Newspaper

The attached resolution, if approved by the City Council, designates the *Watertown Daily Times* as the official newspaper of the City of Watertown for the year 2017, as required by New York State Law.

# RESOLUTION

Page 1 of 1

Designation of Official Newspaper

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED by the City Council of the City of Watertown, New York, that the *Watertown Daily Times* be and is hereby designated as the official newspaper of the City of Watertown, New York, for the year beginning January 1, 2017 and ending December 31, 2017.

**Seconded by**

Res No. 10

November 30, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Waiving the Fees for Skate Rental for the “Skate With Santa” Event

At the November 21, 2016 City Council Meeting, there was discussion to support waiving the fees for admission and skate rental for the December 17, 2016 “Skate With Santa” event to be held at the Municipal Arena.

The attached resolution for Council consideration waives those fees for those individuals presenting a gift for Toys for Tots at the event.

**RESOLUTION**

Page 1 of 1

Approving Waiver of Fees for Admission and Skate Rental for "Skate With Santa" Event

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

*Introduced by*

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NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, will waive the admission and skate rental fees at the "Skate With Santa" event scheduled for December 17, 2016, at the Municipal Arena for those individuals presenting a gift for Toys for Tots.

**Seconded by**



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



**ERIN E. GARDNER**  
Superintendent

November 16<sup>th</sup>, 2017

To: Sharon Addison, City Manager

From: Erin E. Gardner, Superintendent of Parks and Recreation

Subject: Public skating admission waiver for special events at the Municipal Arena

The Parks and Recreation Department is requesting to waive the skate rental fee and the admission fee to those people that bring a toy for "Toys for Tots" during our Skate with Santa event on December 17<sup>th</sup>, 2016. We are also requesting to waive the skate rental fee and the admission fee to those people that bring canned goods and/or school supplies to be donated to Urban Mission and the Watertown Back Pack Program during two of our Snowtown USA 2017 public skate sessions in February 2017. We feel that this would be an excellent way for the City to support community events.

Res No. 11

November 30, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Waiving the Fees for Skate Rental for the Two Snowtown USA Public Skating Events

At the November 21, 2016 City Council Meeting, there was discussion to support waiving the fees for admission and skate rental for the two Snowtown USA Public Skating Events to be held at the Municipal Arena in February 2017.

The attached resolution for Council consideration waives those fees for those individuals presenting canned goods and/or school supplies for donation to the Urban Mission and the Watertown Back Pack Program at the two events.

# RESOLUTION

Page 1 of 1

Approving Waiver of Fees for Admission and Skate Rental for Two Snowtown USA Public Skating Events

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, will waive the admission and skate rental fees for the two Snowtown USA Public Skating events scheduled for February 2017 at the Municipal Arena for those individuals presenting canned goods and/or school supplies for donation to the Urban Mission and the Watertown Back Pack Program.

**Seconded by**



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER  
Superintendent

November 16<sup>th</sup>, 2017

To: Sharon Addison, City Manager

From: Erin E. Gardner, Superintendent of Parks and Recreation

Subject: Public skating admission waiver for special events at the Municipal Arena

The Parks and Recreation Department is requesting to waive the skate rental fee and the admission fee to those people that bring a toy for "Toys for Tots" during our Skate with Santa event on December 17<sup>th</sup>, 2016. We are also requesting to waive the skate rental fee and the admission fee to those people that bring canned goods and/or school supplies to be donated to Urban Mission and the Watertown Back Pack Program during two of our Snowtown USA 2017 public skate sessions in February 2017. We feel that this would be an excellent way for the City to support community events.

November 29, 2016

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Proposed County Tax Rate for 2017

By resolution adopted November 22, 2016, the Jefferson County Board of Legislators apportioned the share of the 2017 County tax to be levied on the real property within the City. The City's share of the 2017 County tax is \$8,130,548. A comparison of the amount required for County tax purposes for the years 2013 through 2017 is shown below:

	<u>City Share of</u> <u>County Tax</u> <u>Levy</u>	<u>Increase /</u> <u>Decrease</u>	<u>Percentage</u> <u>Change</u>	<u>Tax Rate</u> <u>Per \$1,000</u>	<u>Increase/</u> <u>Decrease</u>	<u>Percentage</u> <u>Change</u>
2017	\$ 8,130,548	(\$ 121,743)	(1.48%)	\$7.611004	(\$ 0.30)	(3.38%)
2016	\$ 8,252,291	\$ 316,104	3.98%	\$7.914238	\$ 0.28	3.73%
2015	\$ 7,936,187	\$ 214,405	2.78%	\$7.629495	\$ 0.17	2.25%
2014	\$ 7,721,782	\$ 309,658	4.18%	\$7.461923	\$ 0.25	3.41%
2013	\$ 7,412,123	\$ 603,170	8.86%	\$7.215725	\$ 0.51	7.66%

The 2017 County tax rate calculates to \$7.611004 per \$1,000 of assessed valuation which represents a 3.38% decrease compared to the 2016 County tax rate of \$7.914238. The 2017 County taxable assessed values total \$1,065,948,878 compared to \$1,040,860,796 from the 2016 assessment roll. A resolution has been prepared for City Council consideration to approve the 2017 County tax rate.

# RESOLUTION

Page 1 of 1

Establishing 2017 County Tax Rate

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the Board of Legislators of the County of Jefferson, by resolution dated November 22, 2016, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2017 is \$8,130,548.41,

NOW THEREFORE BE IT FURTHER RESOLVED that this Council shall and hereby does levy the said aggregate amount of taxes of \$8,130,548.41, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$8,130,548.41 to be collected at a rate of \$7.611004 per \$1,000 of assessed valuation, of which County tax levy is \$8,112,940.64 and includes \$17,607.77 in omitted taxes.

**Seconded by**

**JEFFERSON COUNTY BOARD OF LEGISLATORS**  
**Resolution No. 240**

Certification of Taxes to the City of Watertown

By Legislator: Daniel R. McBride

Resolved, That the Clerk of the Board be and is hereby authorized and directed to certify to the Clerk and the Assessor of the City of Watertown, the apportioned share of the 2017 County Tax to be levied on real property within the City as follows:

County Tax ..... \$8,130,548.41

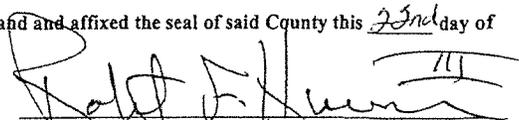
Seconded by Legislator: Allen T. Drake

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State of New York )  
County of Jefferson ) ss.:

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 240 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 15th day of November, 2016 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 23rd day of November, 2016.

  
Clerk of the Board of Legislators

November 28, 2016

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Authorizing Public Auction for Sale of City Owned Properties

On November 7<sup>th</sup> City Council authorized a public auction to be held on November 28<sup>th</sup> of various parcels for which it has taken title to through various tax sales. New York State General City Law section 23 subsection 2.b requires public notices of property auctions to be published in the City's official newspaper once each week for three weeks. Unfortunately the third notice which had been scheduled to print in the Watertown Daily Times on November 26<sup>th</sup> was erroneously omitted which forced the City to cancel the auction as continuing with it would have violated New York State Law. The attached resolution authorizes my office to advertise the parcels and hold a public auction on Tuesday, January 10<sup>th</sup> at 6:00 p.m. in City Council chambers.

The resolution authorizing the auction, the legal advertisement, the Purchase Offer signed by the prospective buyer, and the deed will all contain language to the effect that the buyer of the property agrees to bring it into compliance with all applicable provisions of the New York State Fire Prevention and Building Code, and all City of Watertown zoning and health codes within one (1) year of the sale to the buyer and if the property is not brought into compliance within one (1) year the City can seek reversion of the property.

The only difference between this proposed auction list and the one approved by City Council on November 7<sup>th</sup> is that staff is proposing to sell 316 High Street, 318 Rear High Street and 320 High Street as one auction lot allowing the parcels to be combined in the deed.

The high bids received at the public auction will be presented to City Council for final approval at the January 17<sup>th</sup> City Council meeting.

Minimum bids are proposed in the resolution for each parcel but City Council may amend any of these amounts if it chooses.

<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
166 Academy Street	11-03-220.000	Two Family	50' x 109'	Residential B	\$57,500	\$5,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
103 Alexandria Avenue	1-10-310.000	Residential Vacant	30' x 70'	Residential B	\$500	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL Burlington Street	3-05-331.000	Residential Vacant	50' x 110'	Residential C	\$4,750	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
524 Clay Street	11-05-116.000	One Family	55' x 66'	Residential C	\$45,800	\$4,000



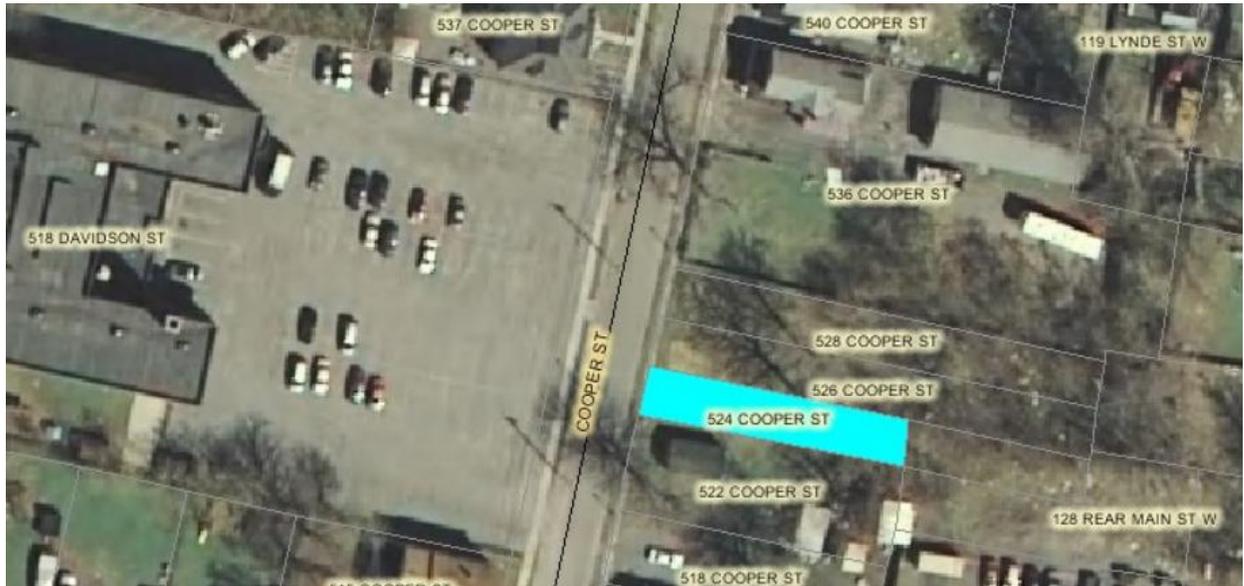
	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
340 Rear Colorado Avenue	5-06-260.000	Road/street/high way	.53 acres	Light Industry	\$5,400	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
1205 Columbia Street	5-02-302.000	Residential Vacant	60' x 50'	Residential B	\$8,100	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
524 Cooper Street	2-02-114.000	Residential Vacant	22' x 118'	Residential B	\$800	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
1230 Gill Street	5-04-208.000	Residential Vacant	51' x 139'	Not Zoned	\$9,100	\$1,000



Parcel #	Parcel #	Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
316 High Street	6-06-125.000	Vacant Commercial	66' x 112'	Commercial	\$4,350	\$500
318 Rear High Street	6-06-126.001	Vacant with Improvements	54' x 84'	Residential C	\$4,900	\$500
320 High Street	6-06-126.000	Single Family	68' x 132'	Residential C	\$39,400	\$4,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
602 Lansing Street	3-05-305.000	Single Family	47' x 72'	Residential C	\$35,200	\$3,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
367 Main Street West	2-03-111.000	Two Family	41' x 150'	Residential C	\$41,400	\$4,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL-3 Richards Drive	14-20-313.000	Residential Vacant	80' x 35'	Residential C	\$2,700	\$250



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
321 Sill Street	7-17-117.000	Single Family	75' x 83'	Residential B	\$35,000	\$3,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
209 Sterling Street	11-01-105.000	Residential Vacant	28' x 87'	Residential C	\$6,700	\$700



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
36 Stuart St	3-09-101.000	Residential Vacant	36' x 52'	Residential A	\$100	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
59 Woodley St	1-24-202.000	Residential Vacant	50' x 73'	Residential A	\$1,200	\$100
60 Woodley St	1-24-201.000	Residential Vacant	50' x 73'	Residential A	\$1,200	\$100



# RESOLUTION

Page 1 of 4

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown owns certain lots of land acquired at Tax Sale and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>
11-03-220.000	166 Academy Street
1-10-310.000	825 Academy Street
1-10-310.000	103 Alexandria Avenue
3-05-331.000	VL Burlington Street
2-02-114.000	524 Clay Street
5-06-260.000	340 Rear Colorado Avenue
5-02-302.000	1205 Columbia Street
2-02-114.000	524 Cooper Street
5-04-208.000	1230 Gill Street
6-06-125.000	316 High Street
6-06-126.001	318 Rear High Street
6-06-126.000	320 High Street
6-11-308.000	900 Huntington Street
3-05-305.000	602 Lansing Street
2-03-111.000	367 Main Street West
14-20-313.000	VL-3 Richards Drive
7-17-117.000	321 Sill Street
11-01.105.000	209 Sterling Street
03-09-101.000	36 Stuart Street
1-24-202.000	59 Woodley Street
1-24-201.000	60 Woodley Street

And,

# RESOLUTION

Page 2 of 4

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

WHEREAS title said land has been retained by the City of Watertown, and

WHEREAS the City Council deems the properties to be excess and not required for any City purposes, and

WHEREAS the City Council desires to ensure that properties such as those listed above be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 10<sup>th</sup> day of January, 2017, in the 3<sup>rd</sup> Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under the conditions herein set forth:

The aforesaid parcels are conveyed, together with all rights and privileges affecting the same, and also together with all buildings, improvements and appurtenances located upon said described parcels, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

# RESOLUTION

Page 3 of 4

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
11-03-220.000	166 Academy Street	\$ 5,000
1-10-310.000	825 Academy Street	\$ 6,000
1-10-310.000	103 Alexandria Avenue	\$ 100
3-05-331.000	VL Burlington Street	\$ 500
2-02-114.000	524 Clay Street	\$ 4,000
5-06-260.000	340 Rear Colorado Avenue	\$ 500
5-02-302.000	1205 Columbia Street	\$ 1,000
2-02-114.000	524 Cooper Street	\$ 100
5-04-208.000	1230 Gill Street	\$ 1,000
6-06-125.000, 6-06-126.001 and 6-06-126.000	316 High St., 318 Rear High St. and 320 High St.	\$ 5,000
6-11-308.000	900 Huntington Street	\$ 1,000
3-05-305.000	602 Lansing Street	\$ 3,000
2-03-111.000	367 Main Street West	\$ 4,000
14-20-313.000	VL-3 Richards Drive	\$ 250
7-17-117.000	321 Sill Street	\$ 3,000
11-01.105.000	209 Sterling Street	\$ 1,000
03-09-101.000	36 Stuart Street	\$ 100
1-24-202.000	59 Woodley Street	\$ 100
1-24-201.000	60 Woodley Street	\$ 100

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 per cent (10%) of the bid price at the same time of each said successful bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said parcels of land shall be then sold to the successful bidder for cash or certified funds only, and

BE IT FURTHER RESOLVED that the Notice of Sale, any offer to purchase, and any

# RESOLUTION

Page 4 of 4

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City’s delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any parcel prior to the public sale of said parcels.

**Seconded by**

Res No. 14

November 28, 2016

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Public Auction for Tax Sale Certificate Assignment

On November 7<sup>th</sup> City Council authorized a public auction to be held on November 28<sup>th</sup> of its tax sale certificate for 465 Martin Street. New York State General City Law section 23 subsection 2.b requires public notices of property auctions to be published in the City's official newspaper once each week for three weeks. Unfortunately, the third notice which had been scheduled to print in the Watertown Daily Times on November 26<sup>th</sup>, was erroneously omitted which forced the City to cancel the auction as continuing with it would have violated New York State Law. The attached resolution authorizes my office to advertise the sale of the tax sale certificate and hold a public auction on Tuesday, January 10<sup>th</sup> at 6:00 p.m. in City Council chambers.

The City of Watertown is the holder of a 2014 tax sale certificate for 465 Martin Street for which the redemption period has expired. The City has yet to issue itself a tax deed to this parcel. If the City does not wish to issue itself a tax deed to take title to this parcel it could instead hold a public auction to assign the City's interests in the tax sale certificate.

The redemption amount for 465 Martin Street at the end of the two year period was \$7,357.31 and since the expiration of the redemption period the City has paid an additional \$1,503.12 in City and School taxes as the tax sale certificate holder.

The City previously auctioned off in 2012 for \$1,300 its interest in a 2001 tax sale certificate to this parcel to TS Vendors, Inc. (the current owner of record).

Staff is recommending holding a public auction to sell the City's interest in the tax sale certificate and thus remain out of the ownership chain.

A minimum bid of \$2,000 is proposed in the resolution but City Council may amend this amount if it chooses.

City Council will be presented with a resolution at the January 17, 2017 City Council meeting to accept the high bid from this auction. If the City does not receive a bid or does not choose to accept the high bid, it can then elect to cancel its tax sale certificate and seek a legal judgment against the property owner. TS Vendors, Inc owns the following additional properties in the City.

<u>Address</u>	<u>Property Class</u>	<u>Taxable Assessed Value</u>
306 Factory Street	Commercial	\$ 65,100
743 Huntington Street	Bar	\$105,200
335 Rutland Street North	Single family	\$ 76,100
451 Martin Street	Vacant commercial	\$ 8,500



**RESOLUTION**

Page 1 of 2

Authorizing Public Sale of City  
Owned Tax Sale Certificate

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City of Watertown is the owner of certain tax sale certificates on various lots of land as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>	<u>Original Tax Sale Certificate Amount</u>
01-14-121.000	465 Martin Street	\$ 1,867.61

and,

WHEREAS the City Council does not wish to take title to these properties,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the tax sale certificates for the land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 10<sup>th</sup> day of January, 2017, in the 3<sup>rd</sup> Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder there present, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
01-14-121.000	465 Martin Street	\$ 2,000

# RESOLUTION

Page 2 of 2

Authorizing Public Sale of City  
Owned Tax Sale Certificate

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%) of the bid price at the same time of each said bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said tax sale certificates shall be offered for sale for cash only, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any tax sale certificate prior to the public sale of said certificate.

**Seconded by**

November 30, 2016

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2014 that was adopted by the City Council on October 8, 2014, included \$226,000 to pay for the rehabilitation of nine (9) substandard apartment units in the City of Watertown. Financial assistance will be available to help property owners pay for the cost of home improvements in units that are rented to low and moderate income persons.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are rented to low and moderate income persons at rents within the HUD restrictions for 5 years.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

# RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2014 includes the rehabilitation of nine (9) substandard apartment units within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Rental Rehabilitation activity to be \$226,000 in funding for rehabilitation, administration and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement for program administration with the Neighbors of Watertown for the 2014 Rental Rehabilitation Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to execute the Grant Agreement on behalf of the City Council.

**Seconded by**

**SUBRECIPIENT AGREEMENT  
BETWEEN  
CITY OF WATERTOWN, NY  
AND  
NEIGHBORS OF WATERTOWN, INC.  
FOR  
2014 RENTAL REHABILITATION PROGRAM**

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICES**

A. Activities

The Subrecipient is responsible for delivering the Grantee’s 2014 Community Development Block Grant Rental Rehabilitation Program. The Subrecipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Subrecipient’s efforts under this Agreement will be the completion of the rehabilitation of at least nine (9) eligible rental housing units. Toward that goal, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

1. **Housing rehabilitation program guidelines, administrative procedures, plans and forms:** Subject to the review and approval by the Grantee, the Subrecipient will establish, housing rehabilitation program guidelines, (including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up

and contractor selection, construction administration and payments) and any other necessary forms, documents or sample contracts.

2. **Outreach:** The Subrecipient will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing rehabilitation goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Subrecipient will assist property owners and residents in the completion of applications to permit eligibility determinations for rehabilitation assistance. The Subrecipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Subrecipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Subrecipient on the basis of satisfaction of income requirements (single-unit structures must be occupied by a low- and moderate-income household; if a two-unit structure, at least one must be so occupied; and if three or more units in a structure, at least 51 percent of the units must be occupied by low- and moderate-income households [at affordable rents, where applicable] according to the most current income limits established by HUD), the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design. After rehabilitation all units will be available for rent to only low-income tenants for the duration of the compliance period.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Subrecipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Subrecipient is responsible for providing accurate and complete documentation. The Subrecipient shall not authorize the start of construction on any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Subrecipient will complete a detailed work write-up of the rehabilitation to be performed, including

estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Subrecipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.
7. **Asbestos:** For each eligible unit to be assisted, the Subrecipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Subrecipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Subrecipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Subrecipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Subrecipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Subrecipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A finalize inspection will be done by the Subrecipient, and signed by the property owner prior to final payment to the contractor.

11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Subrecipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Subrecipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

#### C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the rehabilitation of substandard homes and apartments that are occupied by low or moderate income households. For activities benefiting low- and moderate-income persons, the subrecipient must adopt and make public the grantee's standards for determining that for rental housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."

The occupants of each home or apartment must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of rehabilitation financing and all activity delivery expenses will directly benefit low or moderate income persons.

#### D. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to rehabilitate at least nine rental housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Rental Rehabilitation Program will be carried out by the following staff who will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

<b>Staff Member Title</b>	<b>General Program Duties</b>
Reginald Schweitzer, Deputy Director	Overall administration of the Program activities; General program oversight and administration;
Hollie Thesier, Housing Program Coordinator	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; qualify potential tenants upon completion, maintain all program records and required grant documentation; ensure compliance upon completion
Gene Bolton, Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Sarah Millard, Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## **II. TIME OF PERFORMANCE**

### **A. Contract Term.**

Services of the Subrecipient shall start on December 1, 2016 and end on December 31, 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

### **B. Project Schedule.**

The Subrecipient will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

<b>Activity</b>	<b>Planned Finish Date</b>
Forms and Procedures	December 2016
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	January 2017
50% of Funds Expended	May 2017
100% of Funds Expended	October 2017
Project Closeout	December 2017

## **III. BUDGET**

### **A. Line Item Budget**

The following is the budget for the housing rehabilitation program to be administered by the subrecipient.

Rehabilitation Loans and Grants	\$201,520.00
Lead Based Paint Fees	\$ 4,230.00
Administration and Program Delivery	\$ 20,250.00
<b>TOTAL</b>	<b>\$226,000.00</b>

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

**IV. PAYMENT**

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$226,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Subrecipient's staff and property owner.

\*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Michael Lumbis, Planning & Community Development Director  
City of Watertown  
245 Washington Street  
Watertown, NY 13601  
Tel: (315) 785-7734  
Fax: (315) 785-7829

Subrecipient

Gary C. Beasley, CEO/Executive Director  
Neighbors of Watertown, Inc.  
112 Franklin Street  
Watertown, NY 13601  
(315) 782-8497  
(315) 782-0102

**VI. SPECIAL CONDITIONS**

N/A

**VII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the

services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days notice, by the insurer, of any intent to cancel or discontinue the Subrecipient's coverage.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing,

signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

### **VIII. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

internal controls, and maintain necessary source documentation for all costs incurred.

## 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## B. Documentation and Record Keeping

### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

### 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The subrecipient will not use any program income. All program income will be returned to the Grantee.

### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

### 4. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

## D. Procurement

### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

### 2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

### 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan

under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **X. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

#### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all

contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

### 2. Subcontracts

#### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

#### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

### 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and

- information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

#### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: \_\_\_\_\_  
Sharon Addison, City Manager

Neighbors of Watertown, Inc.

By: \_\_\_\_\_  
Gary Beasley, Executive Director

Res Nos. 16 and 17

December 2, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Rescinding Resolutions for Sale of Property to Thousand Islands  
Area Habitat for Humanity

At Mayor Butler's request, the attached two resolutions have been prepared for Council consideration. These will rescind the previously approved resolutions for sale of the two Palmer Street properties to Thousand Islands Area Habitat for Humanity. Copies of the resolutions from the November 21, 2016 City Council Meeting are attached for your convenience.

# RESOLUTION

Page 1 of 1

Rescinding Resolution Authorizing Sale of Real Property, Known as 140 Palmer Street to Thousand Islands Area Habitat for Humanity, Watertown, NY 13601

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS by Resolution No. 9 adopted on November 21, 2016, the Watertown City Council determined to donate a City property located at VL-140 Palmer Street to the Thousand Islands Area Habitat for Humanity for its use in creating needed infill housing, and

WHEREAS, upon reconsideration of the issue, the Watertown City Council has determined that the property at 140 Palmer Street should better be put up for auction with other properties scheduled for auction, and

WHEREAS the Thousand Islands Area Habitat for Humanity has graciously agreed that the Council's reconsideration of the issue is appropriate and that it has no issue with the City placing the subject property up for auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that Resolution No. 9 of November 21, 2016 is hereby rescinded and that the property at 140 Palmer Street shall be advertised to be sold by the City Comptroller at the next available real property auction.

### **Seconded by**

# RESOLUTION

Page 1 of 1

Rescinding Resolution Authorizing Sale of Real Property, Known as VL-140 Palmer Street to Thousand Islands Area Habitat for Humanity, Watertown, NY 13601

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS by Resolution No. 10 adopted on November 21, 2016, the Watertown City Council determined to donate a City property located at VL-140 Palmer Street to the Thousand Islands Area Habitat for Humanity for its use in creating needed infill housing, and

WHEREAS, upon reconsideration of the issue, the Watertown City Council has determined that the property at VL-140 Palmer Street should better be put up for auction with other properties scheduled for auction, and

WHEREAS the Thousand Islands Area Habitat for Humanity has graciously agreed that the Council's reconsideration of the issue is appropriate and that it has no issue with the City placing the subject property up for auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that Resolution No. 10 of November 21, 2016 is hereby rescinded and that the property at VL-140 Palmer Street shall be advertised to be sold by the City Comptroller at the next available real property auction.

### **Seconded by**

# RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,  
Known as 140 Palmer Street to  
Thousand Islands Area Habitat for Humanity,  
Watertown, New York 13601

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY
X	
	X
X	
X	
X	
4	1

### *Introduced by*

Council Member Teresa R. Macaluso

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 140 Palmer Street, approximately 65' x 214.5' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 08-05-121.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1.00 submitted by Thousand Islands Area Habitat for Humanity for the purchase of Parcel No. 08-05-121.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr., be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Thousand Islands Area Habitat for Humanity upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

# RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,  
Known as 140 Palmer Street to  
Thousand Islands Area Habitat for Humanity,  
Watertown, New York 13601

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City's delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City.

**Seconded by** Council Member Cody J. Horbacz

**RESOLUTION**

Page 1 of 2

Authorizing Sale of Real Property,  
 Known as VL-140 Palmer Street to  
 Thousand Islands Area Habitat for Humanity,  
 Watertown, New York 13601

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY
X	
	X
X	
X	
X	
4	1

***Introduced by***

Council Member Cody J. Horbacz

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL-140 Palmer Street, approximately 5' x 214.5' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 08-05-120.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1.00 submitted by Thousand Islands Area Habitat for Humanity for the purchase of Parcel No. 08-05-120.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr., be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Thousand Islands Area Habitat for Humanity upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

**RESOLUTION**

Page 2 of 2

Authorizing Sale of Real Property,  
Known as VL-140 Palmer Street to  
Thousand Islands Area Habitat for Humanity,  
Watertown, New York 13601

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City's delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City.

**Seconded by** Council Member Teresa R. Macaluso

December 2 , 2016

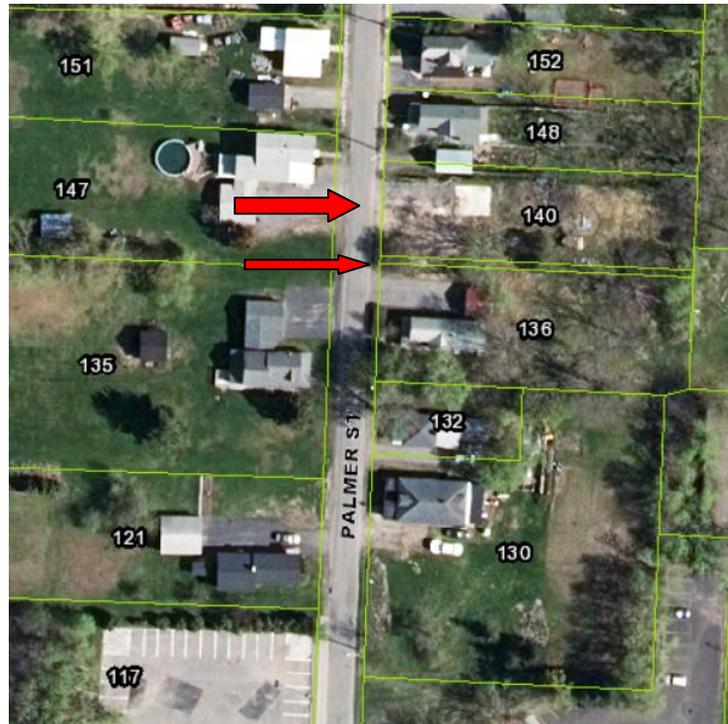
To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Public Auction for Sale of City Owned Properties

If the preceding resolutions to rescind the sale of 140 Palmer Street and VL 140 Palmer Street to Thousand Islands Area Habitat for Humanity were passed, then staff is recommending City Council set a public auction dispose of the parcels.

<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
140 Palmer Street	8-05-121.000	Residential Vacant	65' x 214.5'	Residential A	\$15,600	\$5,000
VL-140 Palmer Street	8-05-120.000	Residential Vacant	5' x 214.5'	Residential A	\$500	\$100



# RESOLUTION

Page 1 of 2

Authorizing Public Auction for Sale of  
140 Palmer Street and VL 140 Palmer Street

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City of Watertown owns certain lots of land acquired at Tax Sale and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>
8-05-121.000	140 Palmer Street
8-05-120.000	VL-140 Palmer Street

And,

WHEREAS title said land has been retained by the City of Watertown, and

WHEREAS the City Council deems the properties to be excess and not required for any City purposes, and

WHEREAS the City Council desires to ensure that properties such as those listed above be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 10<sup>th</sup> day of January, 2017, in the 3<sup>rd</sup> Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under

**RESOLUTION**

Page 2 of 2

Authorizing Public Auction for Sale of  
140 Palmer Street and VL 140 Palmer Street

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

the conditions herein set forth:

The aforesaid parcels are conveyed, together with all rights and privileges affecting the same, and also together with all buildings, improvements and appurtenances located upon said described parcels, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
8-05-121.000	140 Palmer Street	\$ 5,000
8-05-120.000	VL-140 Palmer Street	\$ 100

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 per cent (10%) of the bid price at the same time of each said successful bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said parcels of land shall be then sold to the successful bidder for cash or certified funds only, and

BE IT FURTHER RESOLVED that the Notice of Sale, any offer to purchase, and any deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City's delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any parcel prior to the public sale of said parcels.

**Seconded by**

December 1, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: December Work Session

The December City Council Work Session is planned for December 12 at 7:00 p.m. Due to the volume of topics to be covered and the anticipated discussion, I propose that we start the Work Session at 5:30 p.m. Below are the discussion items on this agenda:

New York State Zoo at Thompson Park  
Friends of Thompson Park Update  
Sludge Modification Project Update  
Update on Snowtown USA  
City Court Expansion Project Update