

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 18, 2014, 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 - Approving a Site Plan for the Construction of a 572 Square Foot Building Addition, Plus a 5,094 Square Foot Parking Area, at 912 Arsenal Street, Parcel 8-05-102
  
- Resolution No. 2 - Approving a Site Plan for the Construction of an Approximately 3,400 Square Foot Car Wash and Dog Wash, Plus Parking Lot and Landscaping, at 800-804 Bradley Street, Parcels 1-09-201 and 1-09-202
  
- Resolution No. 3 - Adopting Guidelines and Administrative Procedures for the Housing Improvement Program
  
- Resolution No. 4 - Accepting Bid for Flower Memorial Library Boiler Replacement, G.S. Hanley, LLC
  
- Resolution No. 5 - Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association
  
- Resolution No. 6 - Accepting Bid for Trickle Arms for the Wastewater Treatment Plant, Ovivo, LLC

## **ORDINANCES**

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Replacement of the Trickling Filter Distributor Assemblies at the Wastewater Treatment Plant, in and for Said City

Ordinance No. 2 - Amending City Municipal Code § A320, Fees

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Mayor Graham's letter to the U.S. Army Environmental Command
2. Request for School Speed Zone
3. Price Quotations: Newell Street Deck Repair
4. Barben Green Subdivision Street Dedication
5. 10<sup>th</sup> Mountain Division Memorial Proposal

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. Pending, threatened or proposed litigation.
2. Collective bargaining.

## **WORK SESSION**

Next Work Session is scheduled for August 25, 2014, at 7:00 p.m.

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,  
SEPTEMBER 2, 2014.**

Res No. 1

August 8, 2014

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Approving a Site Plan for the Construction of a 572 Square Foot Building Addition, Plus a 5,094 Square Foot Parking Area, at 912 Arsenal Street, Parcel 8-05-102

A request has been submitted by Cole Investment Group for the above subject site plan approval.

The County Planning Board reviewed the request on July 29, 2014 and determined that the project has no county-wide or inter-municipal issues, and is of local concern only.

The City Planning Board reviewed the request on August 5, 2014 and voted to recommend that City Council approve the site plan subject to several conditions.

Attached are copies of the report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council must respond to the questions in Part 2 of the Short Environmental Assessment Form before it may vote on the resolution. The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment, and approves the site plan submitted to the City Engineering Department on July 11, 2014, subject to the conditions recommended by the Planning Board.

# RESOLUTION

Page 1 of 2

Approving a Site Plan for the Construction of a 572 Square Foot Building Addition, Plus a 5,094 Square Foot Parking Area, at 912 Arsenal Street, Parcel 8-05-102

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS Cole Investment Group has submitted an application for site plan approval for the construction of a 572 square foot building, plus 5,094 square foot parking area, at 912 Arsenal Street, parcel 8-05-102, and

WHEREAS pursuant to General Municipal Law § 239-m, the Jefferson County Planning Board reviewed the request on July 29, 2014 and determined that the project has no county-wide or inter-municipal issues, and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on August 5, 2014, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

- 1) The applicant shall increase the slope down to the drywells to improve drainage.
- 2) The applicant shall depict proposed contours on the grading plan.
- 3) The applicant shall provide a detail for the proposed drywells, and for the perforated storm sewer pipe trench.
- 4) The applicant shall revise the drawings so that all title blocks show the correct project location.
- 5) The applicant shall provide at least one copy of the site plan submittal with original stamps and signatures by a licensed PE, RA, or PLS as appropriate.

And

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the

# RESOLUTION

Page 2 of 2

Approving a Site Plan for the Construction of a 572 Square Foot Building Addition, Plus a 5,094 Square Foot Parking Area, at 912 Arsenal Street, Parcel 8-05-102

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

project, as submitted, is an Unlisted Action and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that site plan approval is hereby granted for the construction of a 572 square foot building addition, plus 5,094 square foot parking area, at 912 Arsenal Street, parcel 8-08-102, as depicted on the plans submitted to the City Engineer on July 11, 2014, subject to the conditions recommended by the Planning Board and listed above.

**Seconded by**



# MEMORANDUM

CITY OF WATERTOWN PLANNING OFFICE

245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601

PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Planning Board Members

FROM: Kenneth A. Mix, Planning and Community Development Coordinator *KAM*

SUBJECT: Site Plan Approval – Car Rental

DATE: July 29, 2014

**Request:** Site Plan Approval for the construction of a 572 square foot building addition, plus 5,094 square foot parking area, at 912 Arsenal Street, parcel 8-05-102

**Applicant:** Cole Investment Group

**Proposed Use:** Car rental

**Property Owner:** Cole Investment Group

<b>Submitted:</b>	
Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Unlisted

County Review: Yes

<b>Zoning Information:</b>	
District: Commercial	Maximum Lot Coverage: N/A
Setback Requirements: F: 20', S: 5', R: 25'	Buffer Zone Required: 5'-15' rear

**Project Overview:** The applicant proposes to construct a 572 square foot building addition to support a car rental business that is currently operating at this location. Additional parking area will also be added: 5,094 square feet of new pavement.

**Parking:** The parking provided exceeds the requirement for the building. A large portion will be used for storage of rental cars, rather than customer parking.

**Lighting:** No new site lighting is proposed. If the applicant installs lighting in the future, it should be designed to avoid spillage across the north and eastern property lines—especially in the vicinity of the house near the northeast corner of the parcel.

**Drainage & Grading:** The applicant proposes to drain the new parking lot to two drywells near the center of the lot. The proposed slopes are very flat, and may not be sufficient to prevent ponding. The applicant should increase the slope to the drywells. The applicant should also show grading contours for the new parking lot.

The applicant must provide a detail for the proposed drywells, and for the perforated storm sewer pipe trench.

The finish floor elevation of the addition should be marked on the plan.

**Landscaping:** The existing landscaping will be supplemented by rows of shrubbery along the east and west property lines, and two pear trees behind the building. The Landscaping and Buffer Zone Guidelines are sufficiently addressed, but the applicant should consider extending the landscaped strip along the eastern property line further northward, to help screen the nearby house from the parking lot.

**Miscellaneous:** The applicant must revise the title block on all drawing sheets to reflect the correct project location.

At least one copy of the site plan submittal must be provided with original stamps and signatures by an RA, PE, or PLS as appropriate.

The applicant must obtain the following permits prior to construction: Building Permit.

**Summary:**

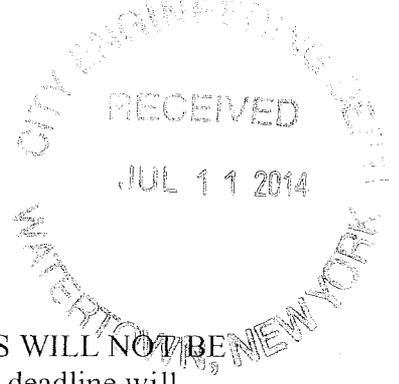
1. The applicant shall increase the slope down to the drywells to improve drainage.
2. The applicant shall depict proposed contours on the grading plan.
3. The applicant shall provide a detail for the proposed drywells, and for the perforated storm sewer pipe trench.
4. The applicant shall revise the drawings so that all title blocks show the correct project location.
5. The applicant shall provide at least one copy of the site plan submittal with original stamps and signatures by a licensed PE, RA, or PLS as appropriate.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Cole Investment Group, 6 River St, Baldwinsville NY 13027  
James Trasher, 441 South Salina St, Syracuse NY 13202



1869

## CITY OF WATERTOWN SITE PLAN APPLICATION



\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.

### PROPERTY LOCATION

Proposed Project Name: Rent-A-Ride Parking Lot Expansion  
Tax Parcel Number: 08-05-102  
Property Address: 912 Arsenal Street  
Existing Zoning Classification: Commercial

### OWNER OF PROPERTY

Name: Cole Investment Group  
Address: 807 South Fourth Street  
Fulton, NY 13069  
Telephone Number: 315-593-8664  
Fax Number: \_\_\_\_\_

### APPLICANT

Name: Cole Investment Group  
Address: 807 South Fourth Street  
Fulton, NY 13069  
Telephone Number: 315-593-8664  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### ENGINEER/ARCHITECT/SURVEYOR

Name: CHA Consulting, Inc.  
Address: 441 South Salina Street  
Syracuse, NY  
Telephone Number: 315-471-3920  
Fax Number: 315-471-3569  
Email Address: afranco@chacompanies.com

## OPTIONAL MATERIALS:

- PROVIDE AN ELECTRONIC (.DWG) COPY OF THE SITE PLAN WITH AS-BUILT REVISIONS.** This will assist the City in keeping our GIS mapping up-to-date.

## REQUIRED MATERIALS:

\*\* The following drawings with the listed information **ARE REQUIRED, NOT OPTIONAL**. If the required information is not included and/or addressed, the Site Plan Application will **not** be processed.

- COMPLETED ENVIRONMENTAL ASSESSMENT FORM** (Contact us if you need help choosing between the Short EAF and the Full EAF):

<http://www.dec.ny.gov/permits/6191.html>

- ELECTRONIC COPY OF ENTIRE SUBMISSION** (PDF preferred)

- BOUNDARY & TOPOGRAPHIC SURVEY**

(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.

- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).

- 1' contours are shown & labeled with appropriate spot elevations.

- All existing features on and within 50 feet of the subject property are shown and labeled.

- All existing utilities on and within 50 feet of the subject property are shown and labeled.

- All existing easements and/or right-of-ways are shown and labeled.

- Existing property lines (bearings & distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners & tax parcel numbers are shown and labeled.

- The north arrow & graphic scale are shown.

- DEMOLITION PLAN** (If Applicable)

- All existing features on and within 50 feet of the subject property are shown and labeled.

- All items to be removed are labeled in darker text.

## ■ SITE PLAN

- All proposed above ground features are depicted and clearly labeled.
- All proposed features are clearly labeled “proposed”.
- All proposed easements & right-of-ways are shown and labeled.
- Land use, zoning, & tax parcel number are shown.
- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- All vehicular & pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.
- Proposed parking & loading spaces including ADA accessible spaces are shown and labeled.
- Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, “No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property”.
- The north arrow & graphic scale are shown.

## ■ GRADING PLAN

- All proposed below ground features including elevations & inverts are shown and labeled.
- All proposed above ground features are shown and labeled.
- The line work & text for all proposed features is shown darker than existing features.
- All proposed easements & right-of-ways are shown and labeled.
- 1’ existing contours are shown dashed & labeled with appropriate spot elevations.
- 1’ proposed contours are shown & labeled with appropriate spot elevations.
- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).

- Sediment & Erosion control are shown & labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

#### UTILITY PLAN

- All proposed above & below ground features are shown and labeled.
- All existing above & below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.
- All proposed easements & right-of-ways are shown and labeled.
- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."

#### LANDSCAPING PLAN

- All proposed above ground features are shown and labeled.
- All proposed trees, shrubs, and other plantings are shown and labeled.
- All proposed landscaping & text are shown darker than existing features.
- All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.
- For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.
- Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).**

#### PHOTOMETRIC PLAN (If Applicable)

- All proposed above ground features are shown.
- Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles.

## CONSTRUCTION DETAILS & NOTES

- All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.
- Maintenance & protection and traffic plans & notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided.
- The following note must be added to the drawings stating:  
“All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department.”

## PRELIMINARY ARCHITECTURAL PLANS (If Applicable)

- Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided.
- Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.
- Roof outline depicting shape, slope and direction is provided.

## ENGINEERING REPORT

**\*\* The engineering report at a minimum includes the following:**

- Project location
- Project description
- Existing & proposed sanitary sewer flows & summary
- Water flows & pressure
- Storm Water Pre & Post Construction calculations & summary
- Traffic impacts
- Lighting summary
- Landscaping summary

**■ GENERAL INFORMATION**

ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.

\*\* If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department.

\*\* If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

\*\* When NYSDEC or NYSDOH permitting is required, the property owner/applicant shall retain a licensed Professional Engineer to perform inspections of the proposed utility work and to certify the completed works were constructed in substantial conformance with the approved plans and specifications.

Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

If an applicant proposes a site plan with multiple buildings and any of those buildings front on a private drive, the City Council will name the private drive by resolution and the building(s) will be given an address number on that private drive by City staff. The applicant may propose a name for the private drive for the City Council's consideration.

Proposed Street Name: \_\_\_\_\_

Explanation for any item not checked in the Site Plan Checklist.

Any of the above items that have not been checked do not pertain to the project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Department of Planning**  
175 Arsenal Street  
Watertown, NY 13601

Donald R. Canfield  
Director of Planning

(315) 785-3144  
(315) 785-5092 (Fax)

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July 30, 2014

Andrew Nichols, Planner  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

Re: Cole Investment Group addition, Site Plan Review, JCDP File # C 7 - 14

Dear Andrew,

On July 29, 2014, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

Hartley Bonisteel Schweitzer  
Community Development Coordinator

## **Excerpt from 8/5/14 Planning Board Minutes**

### **SITE PLAN APPROVAL – RENT-A-RIDE 912 ARSENAL STREET – PARCEL 8-05-102**

The Board then considered a request submitted by Cole Investment Group for construction of a 572 square foot building addition, plus a 5,094 square foot parking area, at 912 Arsenal Street, parcel 8-05-102.

Amy Franco of CHA Companies approached the board to explain the project. She provided updated plans to the Board. She noted that the building addition would be used to wash cars and the new parking area would be used for storage of vehicles being offered for rent. She said that the parking lot slope had been increased to 1%, and additional landscaping added, on the updated plan.

Mr. Katzman questioned whether the drywells would be sufficient for drainage of the lot, given the high water table in the area and the problems experienced by Arby's across the street. He stated that he would like to see additional testing and enlarged drywells.

Mrs. Franco explained that a percolation test had been performed in June with a rate of 155 inches/hour. The drywells were sized based on the soils performance in that test.

Mr. Wood explained that there was no option for discharging to a public storm sewer at this location. The percolation test is the best source of information, because there is no way to know what was installed at Arby's, or how well it has been maintained. The perforated pipe that the applicant is installing between the drywells will help remove water as well. If any ponding were to occur, the nature of the grading would keep the excess water on site, so there would be no public impact.

Mr. Mix added that increasing the size of the drywells would not improve drainage in the event of a raised water table.

Mrs. Fields said that the added time and cost required for additional testing does not seem worthwhile.

Mr. Davis moved to recommend that City Council approve the request submitted by Cole Investment Group for construction of a 572 square foot building addition, plus a 5,094 square foot parking area, at 912 Arsenal Street, parcel 8-05-102, as submitted on July 11, 2014, subject to the following conditions:

1. The applicant shall increase the slope down to the drywells to improve drainage.
2. The applicant shall depict proposed contours on the grading plan.
3. The applicant shall provide a detail for the proposed drywells, and for the perforated storm sewer pipe trench.
4. The applicant shall revise the drawings so that all title blocks show the correct project location.
5. The applicant shall provide at least one copy of the site plan submittal with original stamps and signatures by a licensed PE, RA, or PLS as appropriate.

Mrs. Capone seconded, all voted in favor.

617.20  
Appendix B  
Short Environmental Assessment Form

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Rent-A-Ride Parking Lot Expansion			
Project Location (describe, and attach a location map): 912 Arsenal Street, Watertown, NY 13601			
Brief Description of Proposed Action: The Applicant is proposing to resurface the existing 2,860 SF asphalt parking lot and expand 5,094 SF of new asphalt parking lot. Site improvements to include 16 parking spaces and landscaping.			
Name of Applicant or Sponsor: Cole Investment Group		Telephone: 315-593-8664	
Address: 6 River Street		E-Mail:	
City/PO: Baldwinsville		State: NY	Zip Code: 13027
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Jefferson County Planning Board		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.561 acres	
b. Total acreage to be physically disturbed?		0.18 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.561 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			
Refer to attachment.			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action? <b>Refer to attachment.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ There are no modifications to the water service as part of this project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ There are no modifications to the wastewater service as part of this project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area? <b>Refer to attachment.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? <b>Refer to attachment.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100 year flood plain? <b>Refer to attachment.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ Storm water will be collected within the parking lot through dry wells and infiltrate below grade into perforated pipe and stone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>MARC FERNANDEZ President</u>		Date: <u>7/7/14</u>
Signature: <u>Marc Fernan</u>		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

_____ Name of Lead Agency	_____ Date
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

**PRINT**

Res No. 2

August 13, 2014

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Approving a Site Plan for the Construction of an Approximately 3,400 Square Foot Car Wash and Dog Wash, Plus Parking Lot and Landscaping, at 800-804 Bradley Street, Parcels 1-09-201 and 1-09-202

A request has been submitted by Anthony Doldo for the above subject site plan approval.

The County Planning Board reviewed the request on July 29, 2014 and determined that the project has no county-wide or inter-municipal issues, and is of local concern only.

The City Planning Board reviewed the request on August 5, 2014 and voted to recommend that City Council approve the site plan subject to several conditions. A revised site plan, which is enclosed with each Council Member's agenda, was submitted on August 13, 2014. The revised plan addresses all of the conditions except conditions # 2, 4, 5, 6, 7, 13, 21 and 22.

Also attached are copies of the report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council has already reviewed this project under the provisions of SEQRA as part of the recent Special Use Permit application. The resolution prepared for City Council consideration approves the revised site plan submitted to the City Engineering Department on August 13, 2014, subject to the applicant meeting the outstanding conditions recommended by the Planning Board listed above.

# RESOLUTION

Page 1 of 3

Approving a Site Plan for the Construction of an Approximately 3,400 Square Foot Car Wash and Dog Wash, Plus Parking Lot and Landscaping, at 800-804 Bradley Street, Parcels 1-09-201 and 1-09-202

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS Anthony Doldo has submitted an application for site plan approval for the construction of an approximately 3,400 square foot car wash and dog wash, plus parking lot and landscaping, at 800-804 Bradley Street, parcels 1-09-201 and 1-09-202, and

WHEREAS pursuant to General Municipal Law § 239-m, the Jefferson County Planning Board reviewed the request on July 29, 2014 and determined that the project has no county-wide or inter-municipal issues, and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on August 5, 2014, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

- 1) The applicant shall clarify site vehicle circulation, and depict paint and signage for any one-way drive lanes or driveways.
- 2) Curb cuts shall be rebuilt to city standards.
- 3) The applicant shall provide an asphalt pavement detail for the parking lot.
- 4) The applicant shall replace all substandard sidewalk sections to meet city specifications. The Burdick Street survey monument must not be disturbed, and a letter stating as such must be submitted by a PLS to the Engineering Department.
- 5) The applicant shall depict proposed grading on the drainage plan, and the location of roof leaders, if any.
- 6) The Engineering Report shall be revised to illustrate the drainage area for each dry well, and include calculations to show that each dry well is appropriately sized for at least a 10-year storm.
- 7) The applicant shall delete dimension text, survey bearings and notes, and other extraneous information from C-101 for improved readability.
- 8) The proposed water service shall be labeled as 2" Type K Copper, and depicted with a darker line style.

# RESOLUTION

Page 2 of 3

Approving a Site Plan for the Construction of an Approximately 3,400 Square Foot Car Wash and Dog Wash, Plus Parking Lot and Landscaping, at 800-804 Bradley Street, Parcels 1-09-201 and 1-09-202

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

- 9) The applicant shall add the following note to the utility plan: “All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided.”
- 10) The applicant shall label the sanitary main connection in Burdick Street as SDR-35 PVC Wye 8”x8”x6”.
- 11) A sanitary sewer lateral connection detail must be provided on the detail sheet.
- 12) The applicant shall depict overhead utility removal on the demolition plan, and delete removed lines from the site development plans.
- 13) The applicant shall depict or describe the electric service for the buildings, lights, and other site features.
- 14) The applicant shall increase the size of the landscaped area by 5’ along Bradley Street to accommodate the planting of two large maturing deciduous trees per the Landscaping and Buffer Zone Guidelines.
- 15) The applicant shall plant one large maturing deciduous tree between the proposed sign and the building and two small maturing trees on the south side of the building.
- 16) The applicant shall provide a planting schedule that depicts the botanical name and common name of each tree and shrub species, their sizes and quantities along with tree and shrub planting details.
- 17) The applicant shall provide at least one wet-stamped copy of the site plans, by a licensed PE or RA, and at least one copy of the boundary and topographic survey wet-stamped by a PLS.
- 18) The applicant shall revise the street labels for better readability.
- 19) The site boundary shall be darkened on the site plan for clarity. The bearings and survey notes shall be deleted from the site plans.
- 20) The applicant shall differentiate the line styles of the water, sanitary, storm, gas, and electric services to improve clarity.
- 21) The applicant shall provide a cut sheet for the vacuum stands.

# RESOLUTION

Page 3 of 3

Approving a Site Plan for the Construction of an Approximately 3,400 Square Foot Car Wash and Dog Wash, Plus Parking Lot and Landscaping, at 800-804 Bradley Street, Parcels 1-09-201 and 1-09-202

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

- 22) The applicant shall provide copies of all correspondence with NYSDOT regarding the driveway improvements on Bradley Street.
- 23) The applicant shall revise the drawings as recommended in these conditions to the greatest extent possible prior to consideration of the plans by City Council.

And

WHEREAS the applicant submitted a revised site plan on August 13, 2014 that addresses most of the conditions recommended by the Planning Board except conditions # 2, 4, 5, 6, 7, 13, 21 and 22, and

WHEREAS the City Council, on August 4, 2014, determined that the project, as submitted, is an Unlisted Action and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that site plan approval is hereby granted for the construction of an approximately 3,400 square foot car wash and dog wash, plus parking lot and landscaping, at 800-804 Bradley Street, parcels 1-09-201 and 1-09-202, as depicted on the revised plans submitted to the City Engineer on August 13, 2014, subject to the applicant meeting conditions # 2, 4, 5, 6, 7, 13, 21 and 22 recommended by the Planning Board and listed above, and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval.

**Seconded by**



cut around the north side of the building using a 7' asphalt apron. If the asphalt apron is indeed designed for this purpose, it should be marked as such and widened.

Further, presuming that the pavement extends to the property line, the 5 foot strip of pavement to the north of the vacuum stands is not wide enough to park a vehicle. The applicant should clarify their intentions for vehicle access to the vacuums.

If the adjacent gas station/convenience store property is meant to be used for site access, that site access could be lost if either property changes hands in the future. The applicant should file a crossing easement at the time of sale to ensure site access for any future owners.

The proposed parking spaces shown near the garage should be reduced to a standard size, and set perpendicular the garage face. As described further in the Landscaping section, we also recommend reducing the width of this drive aisle.

Both existing curb cuts are in poor repair and must be rebuilt with new driveway aprons, to City standards. The curb cut on Bradley Street may require approval from NYSDOT.

An asphalt pavement section detail must be provided for the parking lot pavement.

**Sidewalks:** Some sections of the existing sidewalk on Burdick Street are poor condition and must be replaced. The Burdick Street survey monument must not be disturbed, and a letter stating as such must be submitted by a PLS to the Engineering Department.

**Lighting:** The applicant proposed several light fixtures. The nearest residence is over 100' from the nearest light pole, no light spillage is expected.

**Drainage & Grading:** Existing drainage generally flows from the south the north. The applicant does not depict new grading for the site. Three dry wells will be provided to capture runoff. The applicant must depict the proposed grading, to show that excess runoff will be captured on site. The applicant should also depict the location of roof leaders, if any.

The Engineering Report must illustrate the drainage area for each dry well, and include calculations to show that each dry well is appropriately sized for at least a 10-year storm.

Dimension text, survey bearings and notes, and other extraneous information should be deleted from C-101 for improve readability.

**Water:** The proposed water service connects to a 10" main along Bradley Street. The new service line should be depicted in a dark line style, and labeled as 2" Type K Copper.

The applicant should add the following note to the utility plan: "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."

**Sewer:** The connection to the sanitary main in Burdick Street should be labeled as SDR-35 PVC Wye 8"x8"x6". A sanitary sewer lateral connection detail must be provided on the detail sheet.

**Overhead Utilities:** The applicant must depict on the demolition plan which overhead utility lines are to be removed, and delete them from the site development plans.

It is not clear whether power to the garage, vacuum stands, and exterior lighting will provided by overhead wires or by buried conduit. The applicant should depict the power source for these features on the utility plan.

**Landscaping:** The existing landscaping on the site consists of a few trees, grass areas and a brush line at the rear of the property. The existing trees are proposed to be removed along with a portion of the brush line. The proposed landscaping consists of a line of fir trees along a portion of the northern property line, fir trees on the north side of the existing garage, shrubs near the corner of Bradley St. and Burdick St., and several lawn areas. A 10' section of the existing brush line will also be maintained along the east side of the property.

While comparing the proposed plan with the Planning Board's adopted Landscaping and Buffer Zone Guidelines, there are several areas where the plan is lacking. First, the guidelines suggest a 15' wide landscaped strip along the street right-of-way. On Bradley St., the landscaped area only consists of grass and the width varies from 10' down to 4'. There is a large landscaped area on the corner but it changes to a 5' grass strip on Burdick St. along the edge of the building. If the applicant were to realign the two parking spaces to be perpendicular with the garage, make them standard size (9'x18') and leave 24' behind them for a drive aisle, there would be room to shift the building east approximately 5', which would increase the size of landscaped area along Bradley Street. This would allow for the planting of 2-3 large maturing deciduous trees per the guidelines.

Increasing the width of the Burdick St. landscaped strip will be difficult given the size of the building and width of the lot, however, it could be improved with the addition of one large maturing deciduous tree between the proposed sign and the building and two small maturing trees between the two sidewalks on the south side of the building.

Since the property located to the east is zoned Residence "B", the Section 310-59, Paragraph A of the Zoning Ordinance requires a 5'-15' landscaped buffer. The applicant is proposing a strip of land the measures between 14' and 22' along the residential border. The residential district would be buffered by maintaining 10' of an existing brush line. The Planning Board will have to decide whether this buffer will adequately separate and screen the land uses or whether additional measures such as plantings and fencing will be needed.

Finally, the landscaping details are incomplete. The applicant should provide a planting schedule that depicts the botanical name and common name of each tree and shrub species, their sizes and quantities along with tree and shrub planting details.

**Miscellaneous:** The applicant must provide at least one wet-stamped copy of the site plans, by a licensed PE or RA, and at least one copy of the boundary and topographic survey wet-stamped by a PLS.

The applicant should revise the street labels for better readability.

The site boundary should be darkened on the site plan for clarity. The bearings and survey notes should be deleted from the site plans.

The linestyles for water, sewer, storm, gas and electric should be differentiated on the utility plan to improve clarity.

The applicant should include a cut sheet for the vacuum stands on the detail sheet.

The applicant must provide copies of all correspondence with NYSDOT regarding the driveway improvements on Bradley Street.

The applicant must obtain the following permits prior to construction: Sanitary Sewer Permit, Water Supply Permit, General City Permit, NYSDOT Highway Work Permit, and Building Permit.

### **Summary:**

1. The applicant shall clarify site vehicle circulation, and depict paint and signage for any one-way drive lanes or driveways.
2. Curb cuts shall be rebuilt to city standards.

3. The applicant shall provide an asphalt pavement detail for the parking lot.
4. The applicant shall replace all substandard sidewalk sections to meet city specifications. The Burdick Street survey monument must not be disturbed, and a letter stating as such must be submitted by a PLS to the Engineering Department.
5. The applicant shall depict proposed grading on the drainage plan, and the location of roof leaders, if any.
6. The Engineering Report shall be revised to illustrate the drainage area for each dry well, and include calculations to show that each dry well is appropriately sized for at least a 10-year storm.
7. The applicant shall delete dimension text, survey bearings and notes, and other extraneous information from C-101 for improved readability.
8. The proposed water service shall be labeled as 2" Type K Copper, and depicted with a darker line style.
9. The applicant shall add the following note to the utility plan: "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."
10. The applicant shall label the sanitary main connection in Burdick Street as SDR-35 PVC Wye 8"x8"x6".
11. A sanitary sewer lateral connection detail must be provided on the detail sheet.
12. The applicant shall depict overhead utility removal on the demolition plan, and delete removed lines from the site development plans.
13. The applicant shall depict or describe the electric service for the buildings, lights, and other site features.
14. The applicant shall shift the building 5' to the east to increase the size of landscaped area along Bradley Street to accommodate the planting of 2 large maturing deciduous trees per the Landscaping and Buffer Zone Guidelines.
15. The applicant shall plant one large maturing deciduous tree between the proposed sign and the building and two small maturing trees on the south side of the building.
16. The applicant shall provide a planting schedule that depicts the botanical name and common name of each tree and shrub species, their sizes and quantities along with tree and shrub planting details.
17. The applicant shall provide at least one wet-stamped copy of the site plans, by a licensed PE or RA, and at least one copy of the boundary and topographic survey wet-stamped by a PLS.
18. The applicant shall revise the street labels for better readability.
19. The site boundary shall be darkened on the site plan for clarity. The bearings and survey notes shall be deleted from the site plans.
20. The applicant shall differentiate the linestyles of the water, sanitary, storm, gas, and electric services to improve clarity.
21. The applicant shall provide a cut sheet for the vacuum stands.
22. The applicant shall provide copies of all correspondence with NYSDOT regarding the driveway improvements on Bradley Street.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Anthony Doldo, 816 Bradley St



# Engineering Report

For

Proposed Car & Dog Wash

Location: 800-804 Bradley Street

City of Watertown, New York

Owner:

AM Tech Service, LLC

816 Bradley Street

Watertown, New York 13601

Point of Contact: Anthony Doldo

315-788-6841

Prepared By:

Plans by Design & Watson Engineering

June 17, 2014

Revised July 21, 2014

**Proposed Scope of Work:**

It is being proposed to construct a New <sup>3</sup>4 Bay Car Wash (3 automatic and 1 self serve) with equipment room and 2 self serve dog wash stations. Building is approx. 85' long x 40' wide, included in this is the 16' long x 10' wide dog wash stations.

**Property Information:**

It is being proposed to combine two properties for this project. Parcels number 1-09-202 & 1-09-201 would be combined into one parcel for this project.

Property Owner Parcel 1-09-202

AM Service Tech, LLC

816 Bradley Street

Watertown, New York 13601

Property Owner Parcel 1-09-201

AM Service Tech, LLC

816 Bradley Street

Watertown, New York 13601

Contact Person for both properties:

Anthony Doldo

816 Bradley Street

Watertown, New York 13601

Phone: 315-788-6841

Fax: 315-785-9582

**Existing Property Conditions:**

There no structures on property 1-09-202. Existing driveway cut is existing leading onto Bradley Street. On Parcel 1-09-201 there are two structures on property, one is an existing approx. 30'x40' garage used for storage by Mr. Doldo. The other structure an existing home, which is not going to be repaired, but removed from property in its entirety. Remove of said existing house will follow all regulations regarding the removal/demo. This property has a road cut on the Burdick Street side. Which will be used for the Dog Wash Stations.

**Proposed Underground Utilities:**

Proposed Car & Dog Wash will need sanitary and domestic water hooked into the City of Watertown System. As of right now it is being proposed to install a new 6" SDR 35 sanitary sewer to the existing sanitary sewer located on Burdick Street. An oil/water separator will be installed, minimum of 1,000 gallon, before discharge into the City sewer system. Domestic water will need a new 2" Type "K" copper brought into the new building. New domestic line will have a curb stop, all required accessories to meet City requirements. New backflow preventer will be install in the new equipment room located in the proposed building. New heating system will include in-floor radiant with a boiler system, boiler will be feed with a new natural gas service.

**Proposed Overhead Utilities:**

Electrical service will be supplied by existing power poles located on the property.

**Proposed Building Materials:**

Proposed building construction will consist of split face concrete masonry units, pre-engineered wooden trusses, either asphalt or painted steel metal roofing. Doors will be overhead doors on the car wash and store front doors on the dog washing stations.

**Proposed Driveway Materials:**

Proposed driveway will consist of stone sub-base and have asphalt blacktop installed. It is being proposed to utilize the existing road cut driveways. The existing driveway entrance on Burdick Street will serve as an "Entrance & Exit", the driveway cut on Bradley Street will be used as an "Exit Only".

Site drainage will be taken care using 3-6'-10" H-20 precast concrete drywells.

Drainage Area:

Paved/Stone Area:	11,300 s.f.
Roof	2,920 s.f.
Total Drainage Area	14,220 s.f. or .32 acres

Existing soil is a gravel/clay mixture.

### Stormwater Flow Rate:

$Q=CIA$ , Where  $Q$ = Flow Rate, in CFS

$C$ = Runoff Coefficient

$I$ = Rainfall Intensity, in IN/HR

$A$ = Area, in Acres

$C$ = 0.85 average for asphalt/roofing

$I$ = 3.8 IN/HR (based on 10 minute duration)

$A$ = 0.32 Acres

$Q$ =  $0.85 \times 3.8 \times 0.32 = 1.03$  CFS

### Summary:

System to use 3 – 6'-10' H2O Drywells with each having a 4' riser, #2 stone and filter fabric. Frame and Grate to be cast iron.

### Site Lighting:

Site lighting will consist of 5 LED Wall Packs located on building. 5 LED pole mounted lights will be added. 2 locations are double head and 1 location is single. All exterior lighting will night/dark sky compliant. Each fixture will have its own dusk to dawn sensor or be on a timer for energy management.

### Proposed Green Space:

Grass space will remain behind and on the sides of the existing garage. New small grass spaces will be constructed on the Bradley Street side. Small growing shrubs and spruce trees will be added to site as needed. On the Burdick Street Property Line where Res. Is zoned a 10' buffer will be left in place, using the existing shrubs/brush.

### Proposed Signage:

Signage for building will be attached to building. It will be constructed so it can be viewed from Bradley Street, signage will also be place on the building on the Burdick Street side.

## **Excerpt from 8/5/14 Planning Board Minutes**

### **SITE PLAN APPROVAL – CAR WASH 800-804 BRADLEY STREET – PARCELS 1-09-201 AND 1-09-202**

The Board then considered a request submitted by Anthony Doldo for construction of an approximately 3,400 square foot car wash, plus parking lot and landscaping, at 800-804 Bradley Street, parcels 1-09-201 and 1-09-202.

Mr. Doldo and Scott Weston of Plans by Design were present to discuss the project with the board. Mr. Doldo explained that it would be a three bay car wash with two attached dog washing rooms.

Mr. Davis asked where the dog wash was located and how it would work.

Mr. Doldo said that they would be indoors on the side of the building near Burdick Street. There would be a separate entrance and parking spaces along Burdick St.

Mr. Katzman asked if there would be any noise from the car wash operation or the blowers located in the car wash bays.

Mr. Weston said that the garage doors on either side of the wash bays will automatically close and will help dampen the noise. He said that the equipment operating the blowers would also be located in the mechanical room. Mr. Doldo added that the vacuum stations would be located on the north side of the site.

Mrs. Fields asked if all three washes would be touchless. Mr. Doldo said that two were self-serve, and one was automatic touchless.

Mrs. Fields asked if any neighbors have objected to the plan. Mr. Doldo said that he hasn't heard anything, and no one spoke at the public hearing held on August 4<sup>th</sup> for the associated Special Use Permit.

Ms. Capone asked if the applicant had any issue with the staff comments.

Mr. Doldo said that they can all be addressed and he noted that he did not want to spend thousands of dollars in engineering fees without the guarantee of getting approval. He added that he had briefly looked at some signage options to clarify the traffic flow on the site.

There was general discussion among the board regarding the traffic flow. Ms. Capone asked whether or not the access on Bradley Street was one way. Mr. Doldo noted that Bradley St. was an exit only.

Ms. Capone asked Staff whether or not the Board typically would recommend approval of a plan with so many conditions and outstanding items. She wondered if it would be better to have the applicant address the comments first and then return. Mr. Nichols said it was up to the Board, noting that it has been done both ways in the past.

Mr. Katzman asked Mr. Doldo when he planned to start construction. Mr. Doldo stated he hoped to start in September. Mrs. Freda said the plans still have to go to the City Council for final approval.

In light of the proposed construction schedule, Mr. Katzman said it would be his recommendation that the Board recommend approval with the conditions outlined in the Staff

report. Mr. Katzman moved to recommend that City Council approve the request as submitted, subject to the conditions listed in the staff report.

Mr. Davis seconded, the vote was delayed for further discussion.

The Board and the applicant then discussed the options for adding additional landscaping, in particular the 5 additional trees recommended in the staff report.

Mr. Doldo asked for clarification regarding the Landscaping and Buffer Zone Guidelines, as he was under the impression that the only requirement was the 5' to 15' buffer stipulated in the Code. Mr. Nichols explained that Guidelines are not legally required, but constitute the standard or best-practice for landscaping on site plans. The 5' to 15' buffer is statutory and cannot be negotiated.

Mrs. Freda said the purpose of implementing the Guidelines in this case was to make the Bradley Street corridor better.

Mr. Doldo asked if he was required to shift the building as stated in Summary Item #14 in the staff report. Mr. Lumbis said that the building does not need to be shifted if the landscaping can be added by other means, for example shrinking the paved area in front of the building.

Mr. Doldo explained that the car wash is already over 40 feet from the street, and he would like to minimize the setback to preserve visibility.

Mrs. Freda said that she would like to see the Guidelines met as stipulated in Summary Items #14 through #16, but would like to see #14 amended so that Mr. Doldo is not required to move the building.

Mr. Doldo asked if preserving the spruce tree near the south property line would help.

Mr. Weston said that it is too close to the house and would not survive through the demolition and construction.

Mr. Davis said that the plan should also better delineate between landscaped areas and non-landscaped areas, for example color could be added to show the difference between grass and asphalt.

Mrs. Freda noted that in her opinion, a color rendering would not be necessary but that she would definitely like the plans improved, with several of the loose ends tied up and other conditions met prior to sending them to the City Council. The changes to the plans would have to be completed by next Wednesday, August 13.

Mr. Mix noted that it may not be possible to address all of the conditions, but many of them could be met. Mrs. Freda asked the applicant if they could have revised plans by next week. Mr. Weston responded he would try his best to have as many conditions addressed and new plans submitted by next week.

Mr. Katzman withdrew his original motion.

Mr. Katzman then moved to recommend that City Council approve the site plan for construction of an approximately 3,400 square foot car wash, plus parking lot and

landscaping, at 800-804 Bradley Street, parcels 1-09-201 and 1-09-202, as submitted on July 22, 2014, subject to the following conditions:

1. The applicant shall clarify site vehicle circulation, and depict paint and signage for any one-way drive lanes or driveways.
2. Curb cuts shall be rebuilt to city standards.
3. The applicant shall provide an asphalt pavement detail for the parking lot.
4. The applicant shall replace all substandard sidewalk sections to meet city specifications. The Burdick Street survey monument must not be disturbed, and a letter stating as such must be submitted by a PLS to the Engineering Department.
5. The applicant shall depict proposed grading on the drainage plan, and the location of roof leaders, if any.
6. The Engineering Report shall be revised to illustrate the drainage area for each dry well, and include calculations to show that each dry well is appropriately sized for at least a 10-year storm.
7. The applicant shall delete dimension text, survey bearings and notes, and other extraneous information from C-101 for improved readability.
8. The proposed water service shall be labeled as 2" Type K Copper, and depicted with a darker line style.
9. The applicant shall add the following note to the utility plan: "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."
10. The applicant shall label the sanitary main connection in Burdick Street as SDR-35 PVC Wye 8"x8"x6".
11. A sanitary sewer lateral connection detail must be provided on the detail sheet.
12. The applicant shall depict overhead utility removal on the demolition plan, and delete removed lines from the site development plans.
13. The applicant shall depict or describe the electric service for the buildings, lights, and other site features.
14. The applicant shall increase the size of the landscaped area by 5' along Bradley Street to accommodate the planting of two large maturing deciduous trees per the Landscaping and Buffer Zone Guidelines.
15. The applicant shall plant one large maturing deciduous tree between the proposed sign and the building and two small maturing trees on the south side of the building.
16. The applicant shall provide a planting schedule that depicts the botanical name and common name of each tree and shrub species, their sizes and quantities along with tree and shrub planting details.

17. The applicant shall provide at least one wet-stamped copy of the site plans, by a licensed PE or RA, and at least one copy of the boundary and topographic survey wet-stamped by a PLS.
18. The applicant shall revise the street labels for better readability.
19. The site boundary shall be darkened on the site plan for clarity. The bearings and survey notes shall be deleted from the site plans.
20. The applicant shall differentiate the line styles of the water, sanitary, storm, gas, and electric services to improve clarity.
21. The applicant shall provide a cut sheet for the vacuum stands.
22. The applicant shall provide copies of all correspondence with NYSDOT regarding the driveway improvements on Bradley Street.
23. The applicant shall revise the drawings as recommended in these conditions to the greatest extent possible prior to consideration of the plans by City Council.

Mrs. Fields seconded the motion, all voted in favor.



Department of Planning  
175 Arsenal Street  
Watertown, NY 13601



Donald R. Canfield  
Director of Planning

July 30, 2014

Andrew Nichols, Planner  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

Re: Anthony Doldo, Site Plan Review and Special Use Permit, JCDP File # C 6 - 14

Dear Andrew,

On July 29, 2014, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

During the review the County Planning Board determined that a NYSDOT Highway Work Permit may be required for the change of use.

Furthermore, the County Planning Board has the following local advisory comments:

The local board should clarify the purpose of the connection between the proposed car/dog wash and the adjacent parcel.

The local board should also ensure all requirements for landscaping and buffering as required for the Neighborhood Business District under the City of Watertown Zoning Law are met.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

Hartley Bonisteel Schweitzer  
Community Development Coordinator

c: Craig Ortlieb, NYSDOT

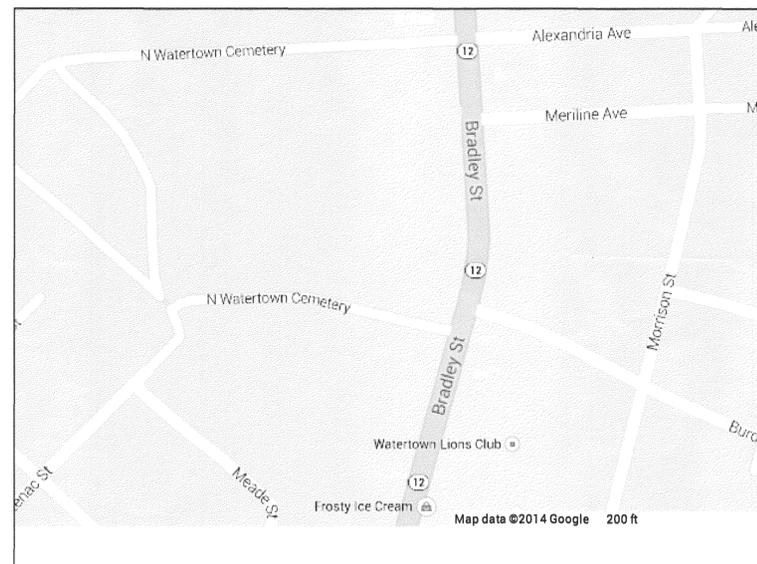
# Proposed Car & Dog Wash

800-804 Bradley Street, Watertown, New York 13601

Owner:

AM Tech Service, LLC

816 Bradley Street, Watertown, New York 13601



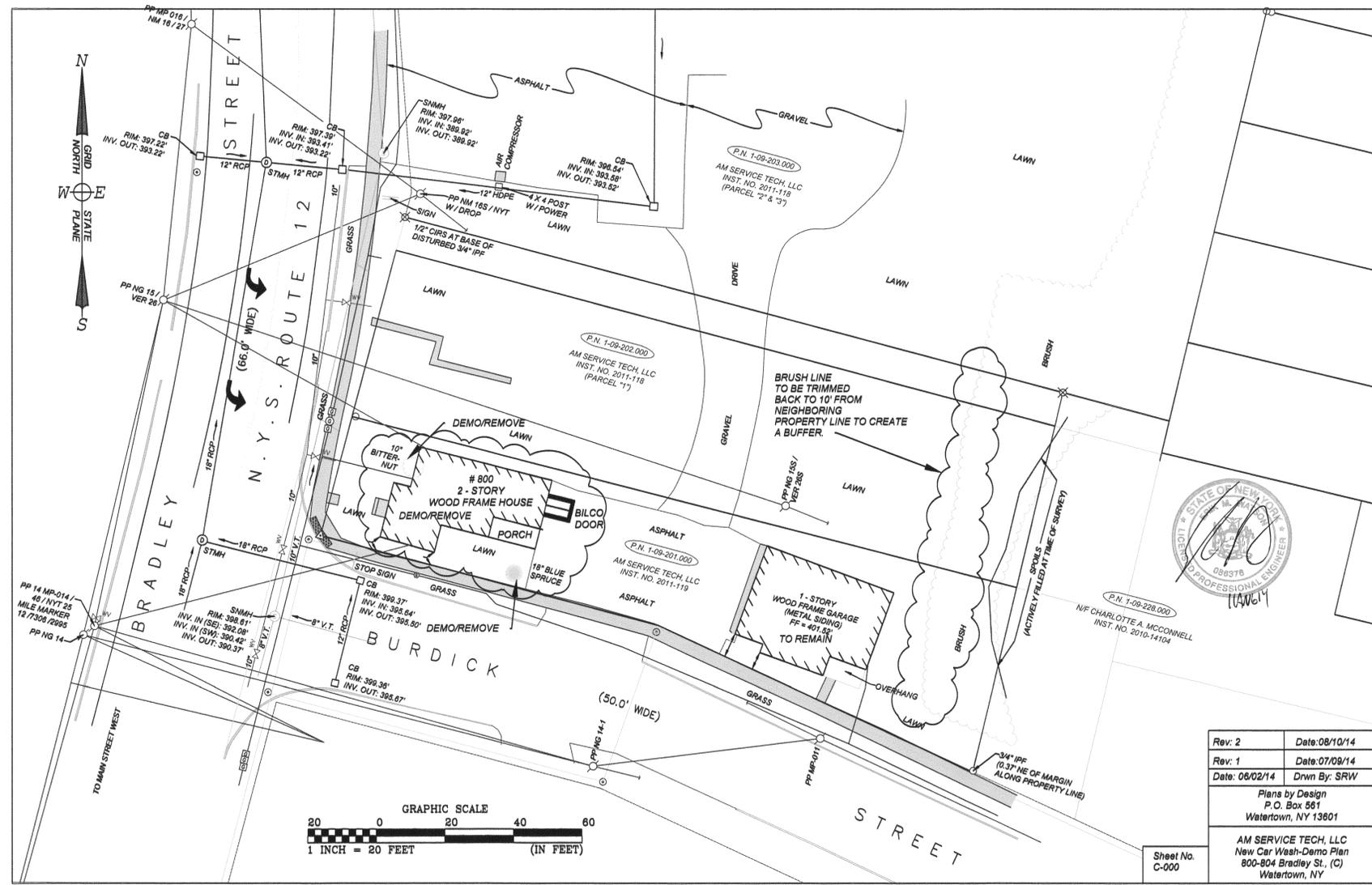
PROJECT AREA

## LIST OF DRAWINGS:

	COVER PAGE
	Storino Survey Drawing
C-000	Demo Plan
C-100	Site Plan
C-101	Drainage Plan
C-200	Landscaping/ Lighting Plan
D-100	Site Details
A-000	Elevation
A-200	Floor Plan

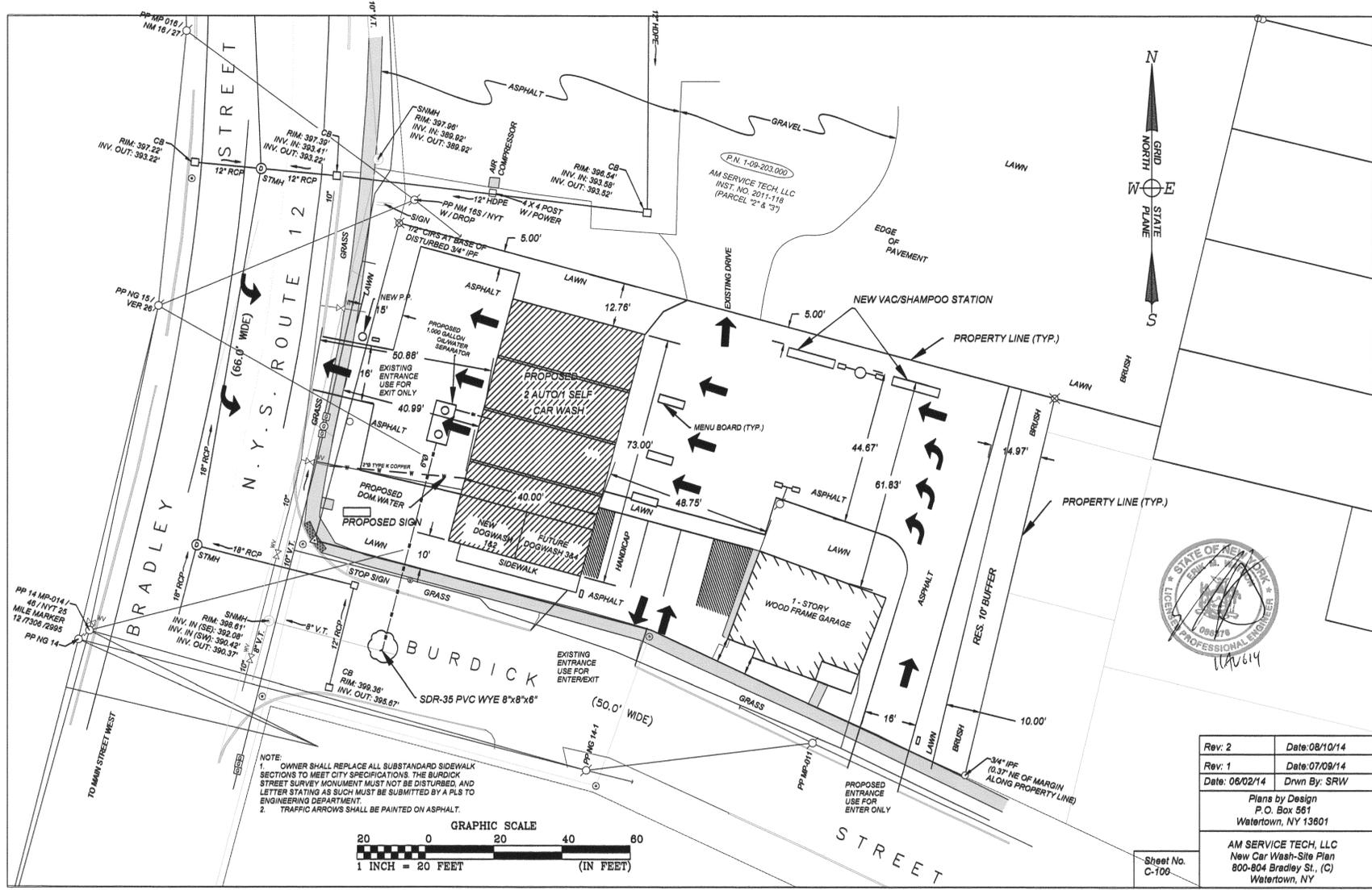




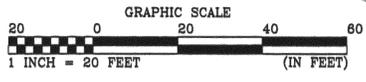


Rev: 2	Date: 08/10/14
Rev: 1	Date: 07/09/14
Date: 06/02/14	Drwn By: SRW
Plans by Design P.O. Box 561 Watertown, NY 13601	
AM SERVICE TECH, LLC New Car Wash-Demo Plan 800-804 Bradley St., (C) Watertown, NY	

Sheet No.  
C-000

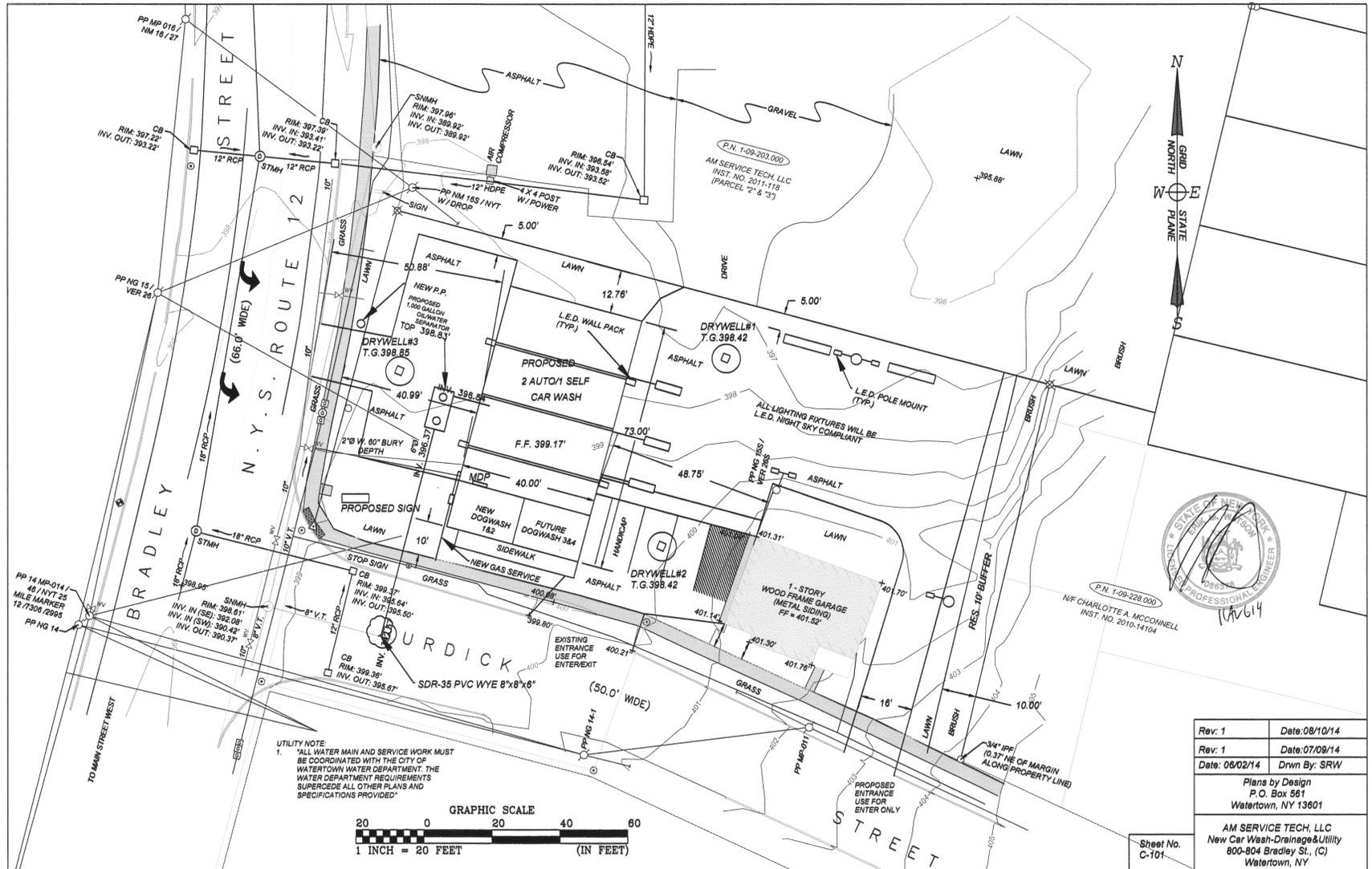


NOTE:  
 1. OWNER SHALL REPLACE ALL SUBSTANDARD SIDEWALK SECTIONS TO MEET CITY SPECIFICATIONS. THE BURDICK STREET SURVEY MONUMENT MUST NOT BE DISTURBED, AND LETTER STATING AS SUCH MUST BE SUBMITTED BY A PLS TO ENGINEERING DEPARTMENT.  
 2. TRAFFIC ARROWS SHALL BE PAINTED ON ASPHALT.



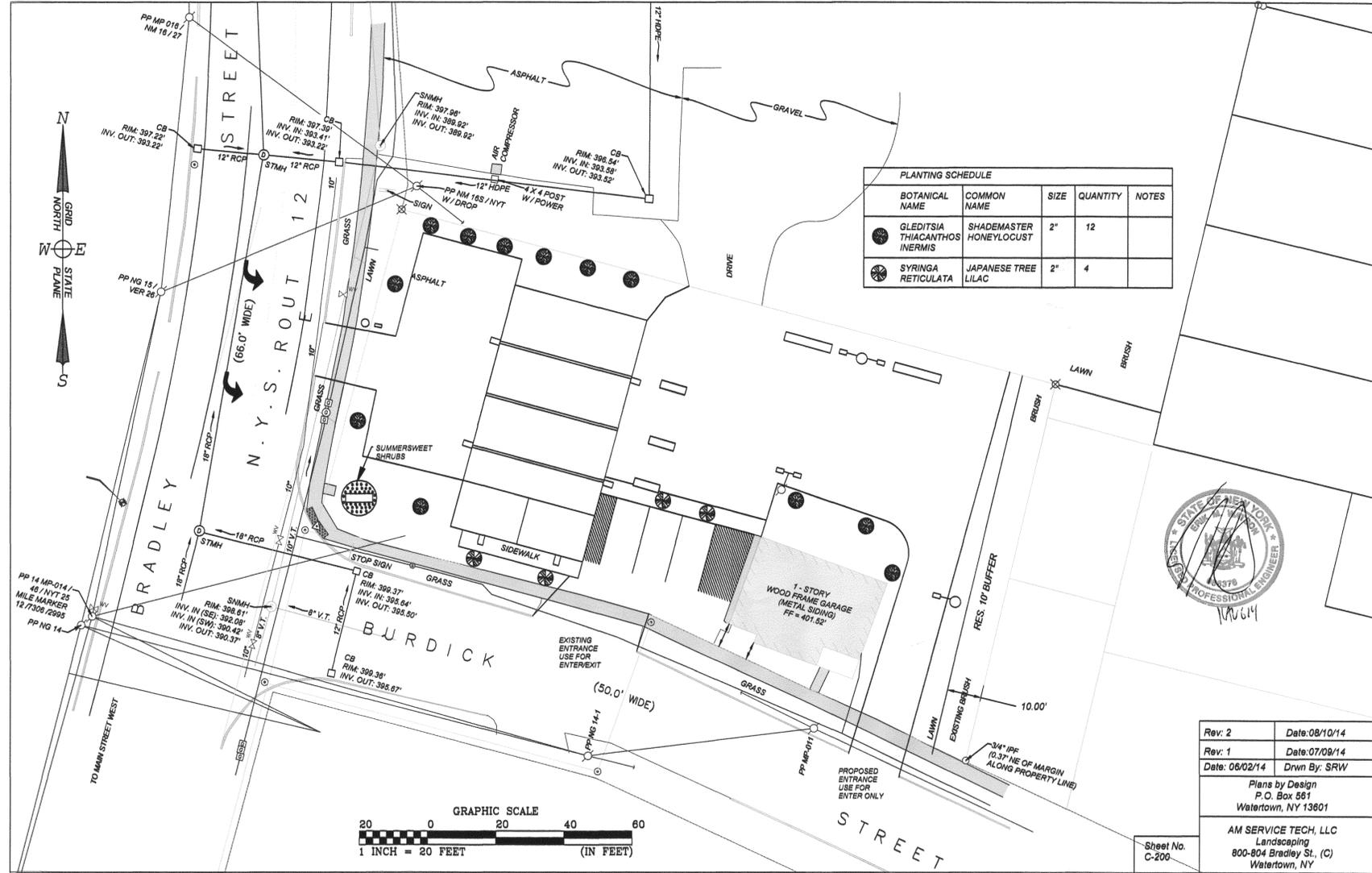
Rev: 2	Date: 08/10/14
Rev: 1	Date: 07/09/14
Date: 08/02/14	Drwn By: SRW
Plans by Design P.O. Box 561 Watertown, NY 13601	
AM SERVICE TECH, LLC New Car Wash-Site Plan 800-804 Bradley St., (C) Watertown, NY	

Sheet No. C-100



Rev: 1	Date: 08/10/14
Rev: 1	Date: 07/09/14
Date: 06/02/14	Drwn By: SRW
Plans by Design P.O. Box 561 Watertown, NY 13601	
AM SERVICE TECH, LLC New Car Wash-Drainage&Utility 800-804 Bradley St., (C) Watertown, NY	

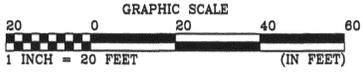
Sheet No. C-101



PLANTING SCHEDULE					
BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	NOTES	
●	GLEDITSIA THACANTHOS INERMIS	SHADEMASTER HONEYLOCUST	2"	12	
⊗	SYRINGA RETICULATA	JAPANESE TREE LILAC	2"	4	

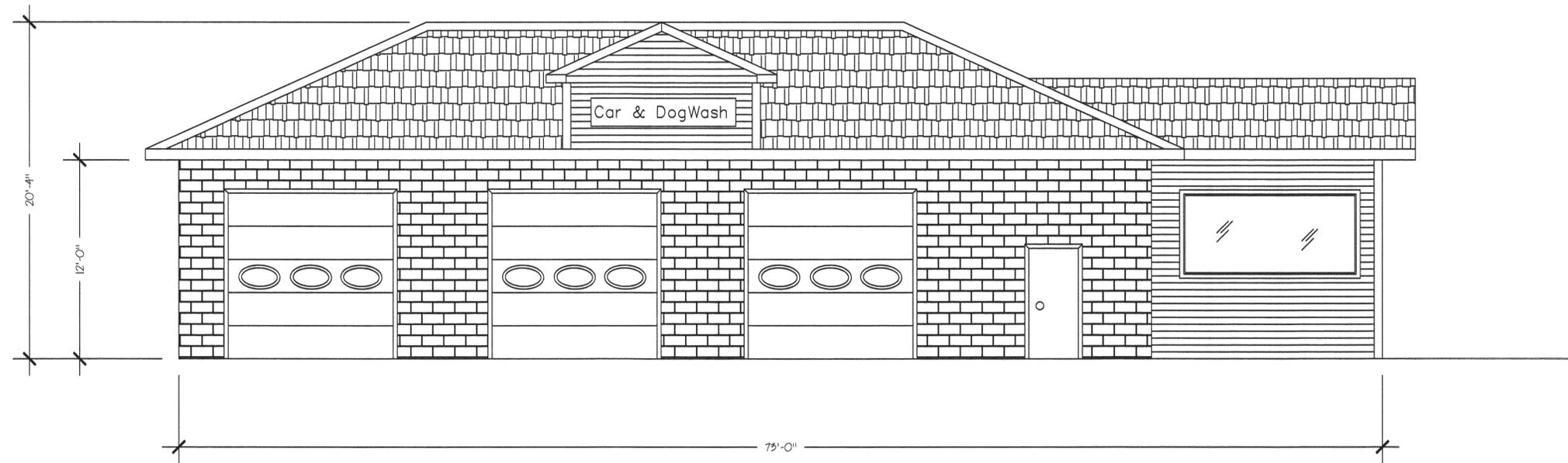


Rev: 2	Date: 08/10/14
Rev: 1	Date: 07/09/14
Date: 06/02/14	Drwn By: SRW
Plans by Design P.O. Box 561 Watertown, NY 13601	
AM SERVICE TECH, LLC Landscaping 800-804 Bradley St., (C) Watertown, NY	

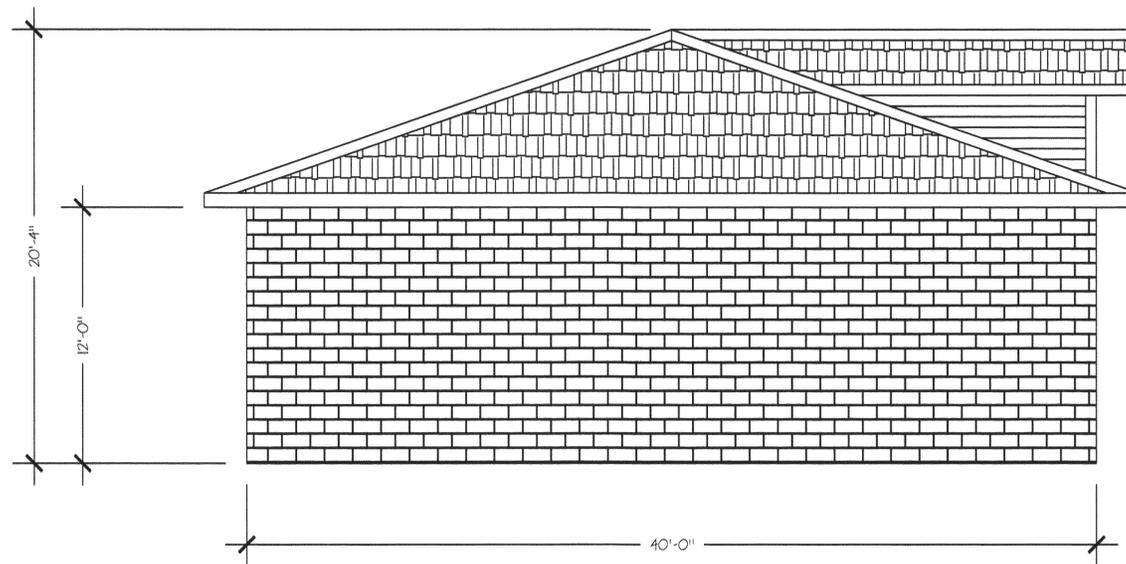


Sheet No. C-200





Bradley Street Elevation  
Scale: 1/4"=1'-0"



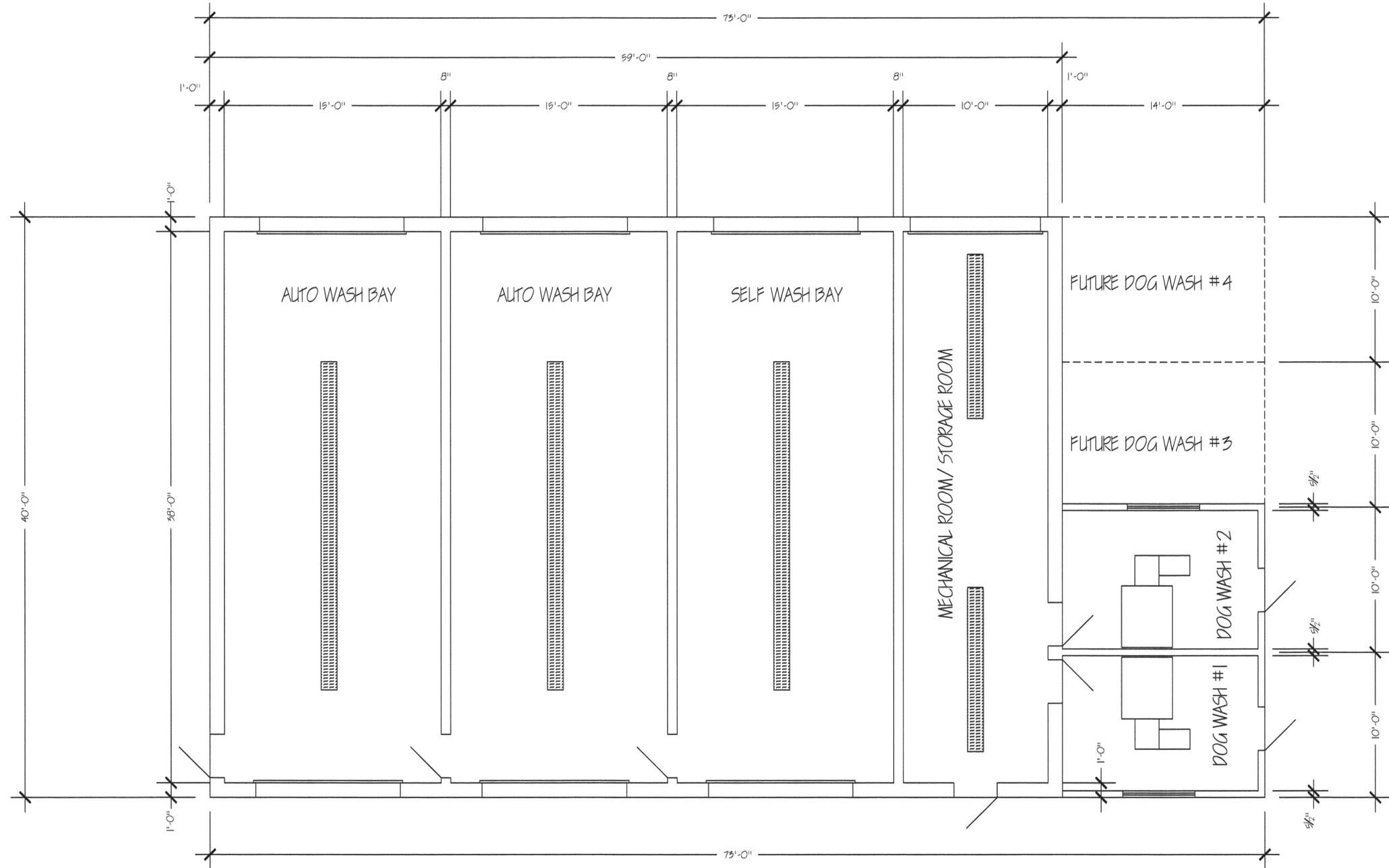
North Elevation  
Scale: 1/4"=1'-0"



Rev.No.1	Date:07/15/14
Date:06/02/14	Drw'n By:SRW
315-782-9406	Plans by Design P.O. Box 561 Watertown, New York 13601
Sheet No. A-000	AM SERVICE TECH, LLC NEW CAR WASH - ELEVATIONS 800-804 Bradley St., City of Watertown, Jefferson Co., New York

scott@plansbydesign.us  
www.plansbydesign.us

Drafting Services



FLOOR PLAN

Scale: 1/4" = 1'-0"



Rev.No. 2	Date: 07/09/14
Rev.No. 1	Date: 07/06/14
Date: 06/24/14	Drawn By: SRW
315-782-9406	Plans by Design P.O. Box 961 Watertown, New York 13601
Sheet No. A-100	Drafting Services <b>AM SERVICE TECH, LLC</b> NEW CAR WASH - FLOOR PLAN 800-804 Bradley St., City of Watertown, Jefferson Co., New York

scott@plansbydesign.us  
www.plansbydesign.us

Res No. 3

August 13, 2014

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Adopting Guidelines and Administrative Procedures for the Housing Improvement Program

The City Council approved the agreement with New York State Housing Trust Fund Corporation for the 2013 Small Cities Community Development Block Grant (CDBG) on May 19, 2014.

The 2013 CDBG grant will provide grant and loan financing for the rehabilitation of owner-occupied homes and rental apartments throughout the City. The financing will also be available for redevelopment projects that create new apartments in commercial properties. The financing limits will be \$25,000 per unit for rehabilitation activities and \$35,000 per unit for redevelopment projects. Grant amounts will be determined on a sliding scale based on income for owner-occupied properties. Rental properties will be eligible to receive a grant covering 50% of the cost and a loan for the other half.

Guidelines and Administrative Procedures for the program have been drafted and can be viewed in the online agenda.

A resolution has been prepared for City Council consideration that adopts the Guidelines and Administrative Procedures for the City of Watertown's Housing Improvement Program.

# RESOLUTION

Page 1 of 1

Adopting Guidelines and Administrative Procedures for the Housing Improvement Program

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the City of Watertown has received Small Cities Community Development Block Grant funding from the New York State Office of Community Renewal (OCR) to implement a local Housing Improvement Program, and

WHEREAS the City has agreed to administer that program in compliance with rules and regulations established by the U.S. Department of Housing and Urban Development and published in the Code of Federal Regulations at 24 CFR Part 570, and

WHEREAS Guidelines and Administrative Procedures have been drafted to govern the operation of the Housing Improvement Program,

NOW THEREFORE BE IT RESOLVED that the Guidelines and Administrative Procedures for the City of Watertown’s Housing Improvement Program are hereby adopted and shall become effective immediately.

**Seconded by**

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**GUIDELINES**

**AND**

**ADMINISTRATIVE PROCEDURES**

**ADOPTED BY THE CITY COUNCIL  
August 18, 2014**

**JEFFREY E. GRAHAM  
MAYOR**

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Funding for this program has been provided by a grant from the New York State Office of Community Renewal under the Community Development Block Grant Program. These guidelines and procedures have been prepared in compliance with regulations established by the U.S. Department of Housing and Urban Development (HUD) and published at 24 CFR Part 570. The City of Watertown acknowledges and understands that these guidelines and procedures and the forms provided for this program are and shall remain the sole property of Avalon Associates, Inc. for the exclusive use of that company while administering the Housing Improvement Program under contract to the city. Any other use of these materials without the express written consent of Avalon Associates is illegal and unauthorized.

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

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**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

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# **CITY OF WATERTOWN**

## **HOUSING IMPROVEMENT PROGRAM**

### **PROGRAM GUIDELINES**

#### **1.0 GENERAL PROVISIONS**

##### **1.1 Statement of Purpose**

The purpose of this program is to improve living conditions in Watertown by promoting repair and rehabilitation of the local housing stock. The primary objective is to eliminate conditions that might become hazardous to the health or safety of local residents. Energy conservation improvements will be encouraged and other green rehabilitation practices will be followed to the maximum extent possible to improve the environment for people who occupy the homes where rehabilitation activities are completed and to minimize the adverse affect of this work on the environment.

Technical assistance will be provided to help property owners identify eligible improvements in their residential properties, to help determine the best way to complete the necessary improvements, to help find local contractors who can perform that work, and to assure that all rehabilitation activities are completed in a satisfactory manner in compliance with applicable federal, state and local regulations.

Financial assistance will be available to help qualified applicants pay the cost of eligible improvements that are completed under this program. Federal funding will be used to provide grant and loan financing for improvements in owner-occupied homes and absentee-owned rental apartments. Grant amounts will vary based on tenure and household income. Loans will be repaid in monthly installments over a five year period beginning one month after all work is completed. Other restrictions, including rent and sale limitations, will also apply during that regulatory period.

##### **1.2 Project Area**

The entire City of Watertown has been designated as the project area for the local Housing Improvement Program; and applications will be accepted for any residential property located in the city. Priority for assistance will be given to those applicants with the greatest physical and economic need regardless of their location in the city.

### **1.3 Organization and Authority**

The Housing Improvement Program in Watertown has been organized to assure that the available federal and state funds are used in a cost-effective manner to accomplish the objectives of the program within the guidelines and procedures established by the City and in compliance with applicable federal, state and local regulations. Overall program organization is detailed in this section with an outline of the responsibilities and authority delegated at each level.

#### **a. City Council**

The City of Watertown has accepted federal funding to support the Housing Improvement Program and agreed to comply with all rules and regulations that are imposed by the U.S. Department of Housing & Urban Development and/or the NYS Office of Community Renewal. Specific responsibility and authority for administration of the program has been delegated in these guidelines; but the City retains overall responsibility for the program, including the actions of individual employees and consultants who may be involved in these activities. All questions or decisions for which authority has not been specifically delegated in these guidelines must be referred to the City Council for official action.

#### **b. Project Review Committee**

A Project Review Committee shall be established to include not fewer than three nor more than five members who will be named by and serve at the pleasure of the City Manager.

The Project Review Committee is authorized to interpret these guidelines and determine how they will be applied in special cases, provided that no such interpretation or decision conflicts with another section of the guidelines or violates any federal, state or local regulation that applies to these activities.

All questions regarding eligibility for assistance under this program shall be decided by a majority vote of the Project Review Committee with the recommendation of the Program Coordinator.

All financial assistance and any modification of the grants or loans (eg: for necessary change orders permitted under Section 12.6) must be approved by a majority vote of the Project Review Committee with a specific request from the property owner and the recommendation of the Program Coordinator.

**c. Program Coordinator**

The Program Coordinator is responsible for day-to-day administration of the program including collection of all documentation, determination of eligible improvements, preparation of work writeups, review of contractor proposals and inspection of work in progress. This broad responsibility is offset by strict limitations of authority, as outlined below:

**i. Control of the Work:**

The Program Coordinator does not decide which items of work will be done or which contractor will be hired for that purpose. Those decisions and all others related to the rehabilitation improvements must be made by each property owner. However, the Program Coordinator must work with the property owner to assure that such decisions will comply with the local program guidelines; and no activities will be permitted without the approval of the Program Coordinator.

**ii. Funding Decisions:**

The Program Coordinator cannot approve grants or loans or modify the awards made by the Project Review Committee. However, all such decisions must be reviewed by the Program Coordinator to assure that they will comply with the local program guidelines; and no such decisions will be made without the recommendation of the Program Coordinator.

**iii. Payments:**

The Program Coordinator cannot authorize payments for any of the work completed under this program. All payments must be authorized by the property owner and approved by the Community Development Office. However, all such payments must be reviewed by the Program Coordinator to assure that they are proper, that the work has been satisfactorily completed, and that payment will not violate the local program guidelines. No payment will be considered by the Community Development Office without review and recommendation by the Program Coordinator.

## 2.0 DEFINITIONS

This section provides definitions for various terms used in connection with the Housing Improvement Program in Watertown. When these terms are capitalized in the text of this document, they will have the meaning detailed here.

- a. **Affordable Rent** - the maximum rent that can be charged for an apartment that is assisted under this program. Rent limits are established by HUD for the Section 8 Housing Choice Voucher Program (see APPENDIX A).
- b. **Building Codes** - standards established in the New York State Uniform Fire Prevention Code, the New York State Building Code and local building codes for existing construction.
- c. **CDBG** - the HUD Community Development Block Grant Program, the source of federal funding for this program.
- d. **Community Development Office** - the office in the City of Watertown that is charged with overall responsibility for supervision and administration of the Housing Improvement Program.
- e. **Elderly Household** - a household where the head (or spouse) is 62 years of age or older.
- f. **Eligible Cost** - the total cost of Eligible Improvements minus any Excess Cost as defined in this section.
- g. **Eligible Improvements** - rehabilitation activities that are necessary to eliminate code violations and other health and safety problems, to make appropriate energy-related improvements and to complete other work that is required to address problems in a Residential Property that is eligible for assistance under this program.
- h. **Excess Cost** - rehabilitation cost which cannot be considered for assistance under this program, including:
  - (1) the cost of ineligible improvements (see Section 4.5);
  - (2) the cost of improvements in the non-residential portions of eligible properties, including garages, storage sheds or other outbuildings;
  - (3) the cost of required improvements in housing units that are occupied by households that are not Lower Income; and
  - (4) the difference between the cost of a proposal accepted by the property owner and the lowest acceptable proposal received for that work.

- i. **Historic Preservation Standards** - guidelines for rehabilitation of historic properties based on "The Secretary of the Interior's Standards for Rehabilitation" (see APPENDIX E).
- j. **Household Income** - the total annual income for all members of the household (including salary or wages, interest, dividends, alimony, social security, pensions, annuities, unemployment or disability benefits, net business or rental income, etc.).
- k. **HUD** - the U.S. Department of Housing and Urban Development, the federal agency providing funding for this program.
- l. **Income Limits** - the maximum Household Income that qualifies for assistance under this program (see APPENDIX A). Income Limits are adjusted by family size within the following categories:

**Low Income** - Household Income that is not more than 50% of the median for the Watertown-Fort Drum MSA.

**Moderate Income** - Household Income that is more than 50% but not more than 80% of the median for the Watertown-Fort Drum MSA.

Collectively, these households are referred to as **Lower Income**.

Households with income that is more than 80% of the median for the Watertown-Fort Drum MSA are not Lower Income

- m. **Lead-Based Paint Regulations** - the rules established by HUD and published in the Code of Federal Regulations at 24 CFR Part 35 detailing special procedures to eliminate lead-based paint hazards in housing where federal funds are used to pay for rehabilitation activities (see APPENDIX B).
- n. **Minimum Owner Contribution** - funds that must be contributed by the applicant to cover any Excess Cost, as defined in this section.
- o. **Mixed-Use Property** - a building occupied by business(es) and residential unit(s).
- p. **Model Rehabilitation Standards** - standards for rehabilitation produced by the National Center for Healthy Housing to eliminate neighborhood blight while providing lower income families with safe, secure and affordable homes (see APPENDIX D).
- q. **Owner-Occupied Property** - a Residential Property that is occupied by the property owner as their primary residence. This includes any property with 1-4 residential units if one of those units is occupied by the owner.

- r. **Program Coordinator** - the individual or organization who has been authorized by the City to handle day-to-day administration of the Housing Improvement Program and provide technical assistance to eligible property owners who will be assisted under the program.
- s. **Project Area** - the area where assistance may be provided under this program as detailed in Section 1.2 and APPENDIX A.
- t. **Project File** - the file maintained by the City including all forms and documentation for each case that is processed through the Housing Improvement Program.
- u. **Project Review Committee** - designated representatives of the City who, acting as a committee, will review all applications for assistance under this program. The Project Review Committee will interpret these guidelines and approve all financial assistance provided under the program.
- v. **Rent Limit** - the maximum rent that can be charged for apartments that are rehabilitated with assistance under this program. That rent (including an allowance for the cost of utilities paid by the tenant) may not exceed the limits specified by HUD for existing housing under the Section 8 Housing Choice Voucher Program (see APPENDIX A).
- w. **Rental Property** - a Residential Property that is not occupied by the property owner as their principal residence.
- x. **Residential Property** - a building with at least one residential unit. Mixed-Use Property is considered Residential Property.
- y. **SHPO** - the State Historic Preservation Office, which identifies properties that are eligible for inclusion on the National Register of Historic Places for which Historic Preservation Standards must be followed (see APPENDIX E).

### **3.0 ELIGIBILITY FOR ASSISTANCE**

#### **3.1 General Eligibility**

Assistance is available under this program for eligible improvements in any Residential Property in the city that is owned or occupied by qualified Lower Income households. All applications for assistance must be filed by the property owner with the following documentation:

- a.** Proof of ownership in the form of a deed or land contract or life tenancy agreement recorded in the Office of the County Clerk;
- b.** Proof of income for each household occupying the property;
- c.** Proof of payment of real estate taxes and any local service charges (eg: water & sewer) that are currently due for all properties owned by the applicant in the City of Watertown; and
- d.** Proof of adequate insurance (incl. flood insurance if applicable).

Note: income documentation need not be provided for any housing unit where no work will be done or no financial assistance is being requested.

#### **3.2 Eligibility for CDBG Assistance**

Grant and loan assistance is available to help pay the cost of Eligible Improvements in residential units that are occupied by households who qualify as Lower Income (see Income Limits in APPENDIX A).

Vacant apartments are eligible for assistance if the property owner agrees to rent those units to households that qualify as Lower Income at rents that do not exceed the limits for the HUD Section 8 Housing Choice Voucher Program (see Rent Limits in APPENDIX A).

Financial assistance cannot be provided for improvements in housing units occupied by households that are not Lower Income.

#### **3.3 Other Federal or State Assistance**

Rehabilitation financing may be received from other federal or state sources without affecting eligibility for assistance under this program. The assistance that is provided under this program may be used as the required match for other funding, unless that use is prohibited by the applicable regulations.

## 4.0 ELIGIBLE IMPROVEMENTS

### 4.1 Priority 1: Health and Safety Improvements

Generally, Priority 1 improvements are those work items necessary to make the property safe and bring it into compliance with applicable Building Codes. When any financial assistance is provided under this program, the scope of work for that project must include all Priority 1 improvements needed in the property. Those items include the following:

- a. **Code Compliance** - any work items required to comply with the New York State Uniform Fire Prevention Code, the New York State Building Code and all local codes for existing construction.
- b. **Model Rehabilitation Standards** - any work items required to comply with the model standards produced by the National Center for Healthy Housing as detailed in APPENDIX D of these guidelines.
- c. **Plumbing Systems** - any work items required to comply with the New York State Uniform Fire Prevention and Building Codes.
- d. **Electrical Wiring** - any work items required to comply with the model standards produced by the National Center for Healthy Housing as detailed in APPENDIX D of these guidelines.
- e. **Heating Systems** - installation or upgrading of heating systems to maintain a temperature of 68° F. (75° F. for Elderly).
- f. **Structural** - repair or replacement of any defective structural elements, including: porches, foundations, support columns, bearing walls, roof structure, subflooring, masonry, etc.
- g. **Windows & Doors** - repair or replacement of damaged windows or doors as required to assure comfort and safety and security.
- h. **Stairs and Platforms** - repair or replacement of any elements of stairs or platforms that might create hazardous conditions.
- i. **Lead-Based Paint** - appropriate treatment of lead-based paint hazards to comply with HUD regulations at 24 CFR Part 35.
- j. **Radon Gas** - work required to eliminate hazardous concentrations of radon gas in the structure.
- k. **Warning Systems** - all residential units must be equipped with adequate smoke detectors and carbon monoxide detectors.

## 4.2 **Priority 2: Energy Related Improvements**

Energy conservation and weatherization improvements are eligible for assistance only if all conditions that might lead to health or safety problems (Priority 1) are being corrected, or if none exist. Some of this work can be completed by the local Weatherization Assistance Program or NYSERDA through the EmPower New York Program; and all cases should be referred to those agencies in order to maximize the funding available for each project and to avoid duplication of efforts. Any energy related improvements that cannot be funded by the Weatherization Assistance Program or NYSERDA can be considered as Priority 2 improvements under this program.

### **a. Weatherization Referral:**

The Weatherization Assistance Program in Watertown is administered by the Community Action Planning Council of Jefferson County (CAPC) from offices in Watertown. That agency will accept referrals and place those applicants on its waiting list. Priority is given to lower income home owners who are elderly or handicapped and families with small children. Special consideration can also be given to applicants who are without heat and to other referrals from the Department of Social Services.

### **b. EmPower New York Referral:**

Applicants who are eligible under the Weatherization Assistance Program will also qualify for energy related services under the EmPower New York Program, which can pay for new energy-efficient appliances and insulation in order to reduce energy usage and cost to these lower income households. Any energy related improvements that cannot be funded by EmPower New York can be considered as Priority 2 improvements under this program.

### **c. Energy Audit:**

An energy audit should be conducted on each property where improvements are to be completed with CDBG financing under this program. When assistance is also being provided through the Weatherization Assistance Program, staff from CAPC will perform that audit. Contractors who are certified by the Building Performance Institute (BPI) can provide energy audits if they have the required training and equipment (eg: for blower door testing, furnace or boiler testing, appliance testing, etc.). They may be contracted for this service if an energy audit cannot be secured from the Weatherization Assistance Program in a timely manner.

### 4.3 Priority 3: Other Necessary Improvements

The following improvements are eligible for assistance only if all conditions that may lead to health and safety problems (Priority 1) and any energy conservation or weatherization deficiencies (Priority 2) are being corrected, or if none exist.

- a. **Exterior Protection** - repair of and painting or covering of exterior surfaces, except existing wood siding and trim may not be covered with aluminum or vinyl unless no cost-effective alternative exists.
- b. **Exterior Wood Surfaces** - repair of damaged or deteriorated exterior wood surfaces, including siding, trim around windows and doors, roof fascia and cornices, porches (including supports, decks, steps and railings), etc. All rotted or broken materials should be replaced with similar materials milled and shaped to match the existing.
- c. **Interior Walls and Ceilings** - repair or covering of interior walls and ceilings that are damaged or deteriorated. Use of vapor barrier paints is encouraged to prevent moisture condensation within walls and ceilings adjacent to unheated spaces.
- d. **Floors** - repair of damaged or deteriorated floors and replacement of floor coverings that have worn out and cannot be maintained.
- e. **Kitchen Equipment** - repair or replacement of cooking equipment, refrigeration equipment and work and storage areas if the existing facilities are missing, inadequate or inoperable.
- f. **Bathroom Fixtures** - repair or replacement of bathroom fixtures, including bathtub (or shower), toilet, sink and medicine cabinet and waterproof surfaces to prevent water damage to adjacent areas.
- g. **Exterior Walkways** - repair or replacement of existing paved walkways between the structure and the street, driveway or a public sidewalk adjacent to the property. The sidewalk may be repaired or replaced if necessary to eliminate existing hazardous conditions.
- h. **Utility Laterals** - repair or replacement of existing water, sewer or gas laterals provided that such work is limited to the section of lateral that is the responsibility of the property owner.
- i. **Additions** - expansion into existing unfinished space (eg: in attics or porches) that is required to eliminate overcrowding or address special needs of the occupants in an eligible housing unit, with specific approval by the Project Review Committee.

#### 4.4 Applicable Standards

The following standards will apply to all properties where work is to be done with assistance under the Housing Improvement Program.

- a. **Code Compliance** - when the rehabilitation work is completed, each property must comply with all applicable codes, including the New York State Uniform Fire Prevention Code, the New York State Building Code and all local codes and ordinances.
- b. **Lead-Based Paint** - any activities that disturb painted surfaces must comply with the regulations at 24 CFR Part 35 unless the work qualifies under the de minimis limitations detailed in §35.1350 of those regulations (see APPENDIX B).
- c. **Green Rehabilitation** - all improvements must be designed to promote energy conservation and healthy living conditions for the occupants of the property and their neighbors (see APPENDIX C).
- d. **Model Rehabilitation Standards** - the guidelines in the Model Rehabilitation Standards produced by the National Center for Healthy Housing are the minimum standards for all improvements to be completed with assistance under this program (see APPENDIX D).
- e. **Historic Preservation** - properties identified by the State Historic Preservation Office as having architectural or cultural significance will be rehabilitated in accordance with the Secretary of Interior's "Standards for Rehabilitation" (see APPENDIX E).

#### 4.5 Ineligible Improvements

The following improvements are not eligible for financial assistance under this program. They may be included in a project only if the property owner contributes cash to pay the full cost of this work.

- a. Replacement of any building systems, fixtures or equipment that are determined by the Program Coordinator to be adequate.
- b. Expansion of or addition to existing structures unless required to eliminate overcrowding or to address special needs.
- c. Conversion of non-residential space to residential use.
- d. Subdivision of existing space into additional dwelling units.
- e. Rehabilitation of existing space that is not a legal dwelling unit.

#### **4.6 Contract Method**

Generally, rehabilitation activities will be completed by local tradesmen working under contract to the property owner based on a detailed Work Writeup that has been prepared by the Program Coordinator and approved by the property owner, as follows:

- a.** All contractors, and any subcontractors who they retain for this work, must be approved by the Program Coordinator as qualified to participate in this program.
- b.** A statement of Contractor Qualifications (Form 117) must be filed for each contractor or subcontractor before any contract is made for work to be completed under this program.
- c.** Each contractor or subcontractor must provide proof of adequate insurance coverage and must maintain such coverage as long as any work is being performed under this program.
- d.** The property owner will decide which contractors are invited to submit proposals and may select any qualified contractor for the work to be performed under this program. However, financial assistance will be calculated based on the lowest cost from all acceptable proposals received for that work.

#### **4.7 Self-Help Method**

The property owner may provide the labor for some or all of the improvements to be made with assistance under this program subject to the following conditions:

- a.** The Program Coordinator must be satisfied that the owner can complete the work in a competent manner and on a timely basis.
- b.** The Eligible Cost will be limited to the actual cost of materials used in the job with no allowance for labor by the owner or others.

#### **4.8 Combination Self-Help & Contract Method**

The property owner may choose to combine the Self-Help and Contract methods with some work items performed by contractors and others by the owner. In that case, however, all Self-Help work must be completed before any CDBG funds are advanced and before any contractor is permitted to begin working in the property.

## **5.0 FINANCIAL ASSISTANCE**

CDBG financing will be available to support the creation of new apartments and to help pay the cost of eligible improvements in existing homes and rental apartments that have been identified as substandard. A portion of this financing will be provided as a grant, which will not be repaid as long as the property owner complies with all of the requirements of the program. The balance will be available as a loan that will be repaid to the City in monthly installments after the work is completed.

CDBG financing is available only for improvements in residential units that are currently occupied or to be occupied by households that qualify as Lower Income. The current income limits are listed in the chart in APPENDIX A. Those figures are adjusted annually based on the median incomes calculated by HUD.

CDBG financing may not be provided for improvements in residential units that are occupied by households that do not qualify as Lower Income. Improvements may be needed in those units to satisfy the requirements of Section 4.1 or 4.4; and that work must be completed if any assistance is provided under this program. But the cost of work in ineligible units will be Excess Cost which is included in the Minimum Owner Contribution required by Section 5.7 of these guidelines.

### **5.1 Financing for Rehabilitation of Owner-Occupied Properties**

For rehabilitation of existing substandard Owner-Occupied Properties, CDBG financing will be available to pay the full cost of eligible improvements up to a maximum of \$25,000 for each housing unit. Grant and loan eligibility will be determined on a sliding scale based on the family size and household income of the property owner. The chart in APPENDIX A can be used to estimate the portion of Eligible Cost that can be paid with grant funds. However, the actual grant amount is determined by the formula in the Application for Assistance (Form 106). Loan financing is available to cover the balance of the Eligible Cost at the option of the property owner.

#### **a. Lower Income Households**

Grant and loan assistance is available for housing units occupied by qualified Lower Income households or, for vacant rental units, if the property owner agrees to rent those apartments to tenants who qualify as Lower Income with rent not to exceed the current Rent Limit for each unit (see APPENDIX A). Rental apartments can be eligible even if the property owner does not qualify as Lower Income.

#### **b. Households Above Lower Income**

No grant or loan assistance may be provided for improvements in housing units occupied by households that are not Lower Income.

## **5.2 Financing for Rehabilitation of Rental Properties**

For rehabilitation of existing substandard apartments in absentee-owned Rental Properties, CDBG financing will be available to pay the full cost of eligible improvements up to a maximum of \$25,000 for each housing unit that is occupied by a tenant who qualifies as Low or Moderate Income. Vacant apartments will qualify for assistance if the property owner agrees to rent those units to tenants who qualify as Low or Moderate Income with the rent not to exceed the current Rent Limit (see APPENDIX A).

Grants will be calculated as 50% of the Eligible Cost of improvements in rental apartments that qualify for assistance; and CDBG loans will be available to cover the balance of the Eligible Cost at the option of the property owner.

## **5.3 CDBG Loan Terms for Rehabilitation Projects**

CDBG loans are available to cover the balance of Eligible Costs after deducting the minimum owner contribution detailed in Section 5.7 of these guidelines. Loan funds will be advanced during the course of the project and repaid to the City in monthly installments over a term of not less than five years and not more than ten years beginning 30 days after all work is completed.

### **a. Loan Repayments**

Monthly installments of loan payments are calculated as the amount that is required to repay the full amount of the loan without interest over the term of the loan. Payments may be accelerated at the option of the property owner; but the number of installments and the amount due in each payment will remain unchanged. A \$10.00 service charge will be added for any payment that is more than 10 days late; and the City may declare the borrower in default and demand immediate repayment of the outstanding balance of the loan if any payment is more than 30 days late.

### **b. Payment Limitation**

For Owner-Occupied Properties, loan payments will be limited to make sure the owner's housing expense (including mortgage, taxes and insurance) does not exceed 30% of the household income (including the gross rent from any apartments in the property) and total debt (including other monthly payment obligations) does not exceed 36% of the household income. For this calculation, the rent for any vacant apartments in the property should be assumed at the applicable Rent Limit (see APPENDIX A).

#### **5.4 Grant & Loan Calculation**

For work to be performed by contractors, grant and loan financing will be calculated on the basis of the lowest proposal submitted by a qualified contractor. The property owner may select any contractor who is qualified to work under the program subject to the provisions of Section 5.7.d.

For Self-Help work provided by the property owner, grant and loan financing will be calculated on the basis of the purchase price of the materials only.

#### **5.5 Multiple Grants & Loans**

Multiple CDBG grants and loans may be considered under this program. However, applications for additional assistance will be considered only after all other applications have been processed; and the total of all CDBG financing may not exceed \$25,000 for any housing unit.

#### **5.6 Priority for Assistance**

Applications will be accepted at any time and considered when all eligibility documentation has been provided. Priority will be given to those cases with “vulnerable households”, including elderly homeowners living on fixed income and single-parent families with dependent children.

When all other factors are equal, the following criteria will be used to select those applicants with the greatest need for assistance under this program:

- a. Owner-occupied properties with owners who qualify as Low Income (those with income at or below 50% of the median for the Watertown-Fort Drum MSA) will be given preference over properties with owners who qualify as Moderate Income (51%-80% of median).
- b. Elderly households with fixed income (eg: social security, retirement, disability, etc.) will be given preference over applicants whose income is from sources that could increase in the future;
- c. Preference may be given to cases with emergency repairs to eliminate problems that are an immediate threat to the structural integrity of the home or the health and safety of the occupants; and
- d. Preference may be given to cases where serious code violations are discovered if those problems could become a threat to the integrity of the structure or the health and safety of the occupants. In those cases, all code violations must be addressed and other needed improvements should be included in the project.

## **5.7 Minimum Owner Contribution**

The property owner may contribute cash to pay a portion of the rehabilitation expenses for their project. That will include any expenses over the \$25,000 maximum for each housing unit. It may also include the balance of the Eligible Cost that is not covered by CDBG grant financing if the owner opts not to take advantage of the CDBG loan financing. In any case, the Minimum Owner Contribution must include any Excess Cost, as follows:

- a. the cost of ineligible improvements that are included in the project at the request of the property owner;
- b. the cost of improvements in apartments that are occupied by tenants who are not Lower Income when those improvements are required by Section 4.1 or Section 4.4 of these guidelines or when they are included in the project at the request of the property owner;
- c. the cost of improvements in the non-residential portion of Mixed-Use Properties when those improvements are required by Section 4.1 or Section 4.4 of these guidelines or when they are included in the project at the request of the property owner; and
- d. the extra cost that is incurred when the property owner selects a contractor who did not submit the lowest proposal for the final scope of work that is included in the project.

The Minimum Owner Contribution may not be reduced by financing from other federal or state programs.

The full amount of the owner contribution must be deposited with the City before any work can begin on the project.

## **5.8 Imminent Threat Situations**

If unforeseen circumstances occur after work has commenced that are hazardous to the health or safety of the occupants or threatening to the structure, an increase in grant or loan awards may be authorized by the City Manager on the recommendation of the Program Coordinator.

In these cases, the CDBG financing may exceed the limits established in Section 5.0 of these guidelines if required to eliminate the conditions that threaten the occupants or the structure.

A Change Order, signed by the City Manager, must be included in the Project File with complete documentation of the circumstances that justify this action.

## 5.9 Special Financing for Development of New Rental Apartments

CDBG financing may be combined with other public or private financing to support projects that will create new apartments on the upper floors of commercial buildings in the downtown area. In those projects, the CDBG funds will be available up to a maximum of \$35,000 per housing unit to fill any gap that is left after the maximum amount of those other funds are committed to the project. Half of the CDBG financing will be structured as a grant; half will be structured as a loan.

### a. CDBG Loan Terms

CDBG loans will be repaid to the City in monthly installments over a term of not less than five years and not more than twenty years. Monthly payments are calculated as the amount required to repay the full amount of the loan without interest over the term of the loan. Payments may be accelerated without penalty at the option of the property owner. A \$10.00 service charge will be added for any payment that is more than 10 days late; and the City may declare the borrower in default and demand repayment of the outstanding balance of the loan if any payment is more than 30 days late.

- b. **Income Eligibility** - each apartment that is created with this financing must be rented to a tenant who qualifies as Low or Moderate Income unless lower income limits are required by the other financing that is available for these projects.
- c. **Rent Limitation** - the gross rent for each apartment that is created with this financing (including an allowance for the cost of utilities that are paid by the tenant) cannot exceed the Rent Limit that is established by HUD for the Section 8 Housing Choice Voucher Program (see current limits in APPENDIX A).
- d. **Regulatory Period** - the property owner must agree to comply with all program requirements, including the income and rent limits outlined above, for a period of ten years after the work is completed under this program.
- e. **Restrictive Covenant** - a restrictive covenant may be recorded in the office of the Jefferson County Clerk detailing the rent and income limitations that apply to each project. That deed restriction will be attached to the land and will survive sale of the property or bankruptcy of the property owner. Accordingly, the requirement to rent all apartments in the property to tenants who qualify as Low or Moderate Income with the rent not to exceed the current Rent Limits will remain with the property for the full ten year regulatory period even if the property is sold or the CDBG financing is repaid earlier.

## **6.0 SPECIAL CONDITIONS**

The following Special Conditions apply in all cases where CDBG assistance is provided under this program.

### **6.1 Property Taxes**

Before any assistance is approved under this program, all property taxes and other local charges (eg: water & sewer) must be paid for the property where improvements are proposed and for every other property owned by the applicant in the City of Watertown.

### **6.2 Insurance**

All properties assisted through this program must be insured. The applicant must provide proof of adequate liability and hazard insurance before any assistance can be approved. Flood insurance will also be required if the property is located within a 100 year flood plain.

### **6.3 Sale and Occupancy Limitations**

Applicants must agree not to sell properties assisted under this program for a period of five years after rehabilitation work is completed. Owner-occupants must also agree to occupy the property as their primary residence during that five year period. If the owner moves, or if the property is sold within five years, the seller must immediately repay the outstanding balance of the CDBG loan plus a portion of the CDBG grant, as outlined below:

- a. 100% of the grant must be repaid if the property is sold within one year after work on the project is completed;
- b. that repayment obligation is reduced by 20% (10% if the regulatory period is 10 years) for each year that the applicant maintains ownership of the property and complies with all other requirements of the program during the applicable regulatory period; and
- c. no repayment will be required at the end of the applicable regulatory period if the property owner maintains ownership of the property during that time and has satisfied all other requirements of these guidelines and the terms of their Project Agreement.

## 6.4 Rent Limitation

The owners of rental apartments where assistance is provided under this program must agree to rent each apartment to a tenant who qualifies as Lower Income and limit rents to a level that is considered affordable during the applicable regulatory period. The current Rent Limits are listed in APPENDIX A. Those limits are established by HUD for the Section 8 Housing Choice Voucher Program and revised annually to reflect the fair market rents for existing apartments in Jefferson County.

This requirement will be detailed in the Project Agreement and a note and mortgage that will be recorded in the office of the Jefferson County Clerk establishing a lien on the property that will be in effect during the applicable regulatory period.

If an apartment is vacant when the project is approved, the property owner must agree to rent that apartment to a tenant who qualifies as Lower Income. When an apartment becomes vacant during the regulatory period after rehabilitation work is completed, that apartment must be rented to a tenant who qualifies under the same income limits.

This special condition will not be violated when a tenant's household income increases beyond the applicable income limit if that tenant qualified as Lower Income at the time the CDBG financing was approved or at the time they moved into the apartment (whichever is later).

If any apartment is rented to a tenant who does not qualify as Lower Income or the rent for any apartment (including an allowance for utilities paid by the tenant) exceeds the applicable Rent Limit, the property owner must repay the outstanding balance of the CDBG loan plus a portion of the CDBG grant, as follows:

- a. 100% of the grant must be repaid if this rent limitation is violated during the first year after the rehabilitation work is completed;
- b. that repayment obligation is reduced by 20% (10% if the regulatory period is 10 years) for each year that the rent limitations are satisfied during the applicable regulatory period; and
- c. this rent limitation expires at the end of the regulatory period and no repayment will be required if the property owner has satisfied all other terms and conditions of the Project Agreement.

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**ADMINISTRATIVE PROCEDURES**

**7.0 APPLICATION PROCESSING**

Following is an outline of the procedures used for the Housing Improvement Program with reference to applicable sections of the guidelines at each step:

<b>Function</b>	<b>Reference Section</b>
Explain the program to interested applicants.	Section 1.0 - 6.0
Complete the Preapplication form.	APPENDIX F, Form 101
Collect eligibility documentation from the owner.	Section 8.0
Inspect the property to identify problems and outline required work on the Inspection Report.	Section 9.1 APPENDIX F, Form 102
Prepare Work Writeup and cost estimate for review and approval by the owner.	Section 9.2 APPENDIX F, Form 103
Distribute Writeup to qualified contractors and collect Proposals.	Section 9.3 APPENDIX F, Form 104
Owner selects contractor & decides on work.	APPENDIX F, Form 105
Present Application for Assistance to Project Review Committee for approval.	Section 10.1 APPENDIX F, Form 106
Prepare Project Agreement and loan documents (if applicable) for signature.	Section 10.2 APPENDIX F, Form 107
Prepare Construction Contract and collect insurance certificates from contractor(s).	Section 11.0 APPENDIX F, Form 108
Periodic inspection of work in progress and payments to contractor for completed work.	Section 12.1 - 12.5 APPENDIX F, Form 111,112
Certify completion of construction and authorize final payment.	Section 12.7 APPENDIX F, Form 114-116

## **8.0 VERIFICATION OF ELIGIBILITY**

Following is a description of the documentation that must be collected from each applicant to determine eligibility for assistance under the Housing Improvement Program. This documentation must be maintained in each Project File.

### **8.1 Ownership**

The Program Coordinator must verify that the applicant is the owner of the property to be improved before CDBG financing can be considered. Applicants may apply for assistance before obtaining clear title, but must prove ownership before any financial assistance can be approved.

A copy of the property deed may be acceptable as proof of ownership. The deed must be recorded in the Office of the County Clerk; and, if there is any question, the applicant may be required to submit a title report.

Land contracts or life tenancy agreements are acceptable proof of ownership if those documents are recorded in the County Clerk's Office.

### **8.2 Income**

The Program Coordinator must verify the current annual household income of the applicant (and each tenant in the case of rental apartments) to determine eligibility and calculate the amount of assistance that may be available for work to be done under the program.

Household income must include all income from all sources for each adult member of the household (includes all persons aged 18 or older). The following paragraphs detail the documentation that must be collected and maintained in the Project File for different types of income.

#### **a. Salary or Wages**

A complete, signed copy of the latest federal tax return including all schedules and attachments (W-2, 1099, etc.) with copies of current payroll stubs, statements from employers or other documentation as required to project the current income for each household.

#### **b. Social Security**

A statement of benefits for the preceding year and the current year with copies of current checks to establish the gross benefit for each household (including amounts withheld for Medicare).

**c. Pensions**

Statement(s) detailing the payments received during the preceding calendar year and current payments for pensions, IRA's, annuities and other retirement benefits for each household.

**d. Unemployment or Disability**

Statement(s) detailing the payments received during the preceding calendar year and copies of checks received for unemployment, disability or worker's compensation. Adjustments may be made by the Project Review Committee to reflect temporary conditions that are not an accurate reflection of the household income.

**e. Personal Assets**

Details of all personal assets including documentation of current values and income generated during the previous year. Income will be projected for the current year and imputed for those assets that do not generate current interest or dividends.

**f. Income from Real Estate**

Details of all income from rental properties (not including rental apartments in the property to be rehabilitated). The net amount of such income after deducting actual cash expenses related to those properties must be included in the household income.

**g. Business Income**

Net income from all business activities must be included in the household income. Schedule C of the federal tax return will be used to document business income. Any non-cash expenses that have been deducted (eg: depreciation or amortization deductions) and personal or household expenses that have been paid by the business will be added to the net business income.

**h. Other Income**

The Project Review Committee must decide whether adequate documentation has been provided for other sources of income that may have been received by any member of the household during the current year.

The current Income Limits are detailed in APPENDIX A. These limits are revised annually based on the median incomes established by HUD.

### **8.3 Insurance and Taxes**

Each applicant must provide documentation to show that adequate insurance is in force for the property to be rehabilitated and that all real estate taxes and other local service charges have been paid for all properties owned by the applicant in the City of Watertown, as follows:

**a. Hazard Insurance**

A copy of the current insurance binder must be maintained in the Project File. The Program Coordinator must be satisfied that the insurance coverage is adequate for the property and the improvements to be made with assistance under this program.

**b. Flood Insurance**

If the property is located in a 100 Year Flood Plain, adequate flood insurance must be secured and a copy of the insurance binder must be maintained in the Project File.

**c. Real Estate Taxes**

The Project File must include copies of the latest tax bills (including city, county and school taxes, as applicable) stamped to show receipt of payment in full. As an alternative, the Program Coordinator may accept a written statement from each jurisdiction to document current payment of all taxes.

**d. Water and Sewer Charges**

The Project File must include copies of the latest water and sewer bills stamped to show receipt of payment in full. Alternatively, the Program Coordinator may accept a written statement from the City Comptroller to document current payment of these charges.

## **9.0 INSPECTION, WORK WRITEUP AND CONTRACTOR SELECTION**

The following paragraphs outline the process that will be used to identify eligible improvements and secure proposals from qualified local contractors who will perform the work under this program. It should be clearly understood that all decisions in this process will be made by the property owner. The Program Coordinator will offer assistance and explain the requirements of the Housing Improvement Program to help the applicant qualify for grant and loan assistance. However, neither the Program Coordinator nor the City assumes any responsibility or liability for decisions made by the property owner or for work that is completed with assistance under this program.

### **9.1 Property Inspection**

The Program Coordinator will inspect the property with the owner and prepare an Inspection Report (Form 102) identifying all problems that should be addressed if assistance is to be provided under the program. All conditions that violate local codes and defects that might become health or safety hazards must be included (see Priority 1 Improvements - Section 4.1). The Inspection Report should also detail all energy conservation problems (see Priority 2 Improvements - Section 4.2) and other problems or defects (see Priority 3 Improvements - Section 4.3) that the property owner wants to address with assistance under this program.

### **9.2 Work Writeup**

Based on the Inspection Report, the Program Coordinator will prepare a Work Writeup detailing the improvements needed to eliminate all of the problems identified in the property. Form 103 outlines the general requirements and basic terms for all projects to be completed with assistance under this program. A written description will be added which lists each work item and specifies materials, equipment, construction methods, quantities, dimensions and other details for the proposed improvements. The Work Writeup should contain sufficient detail to allow contractors to submit competitive proposals.

For properties identified as having historic or architectural significance, the improvements detailed in the Work Writeup must correspond to the Secretary of Interior's "Standards for Rehabilitation" (see APPENDIX E). Those Writeups must be approved by the State Historic Preservation Office (SHPO) before being released for contractor proposals.

The Program Coordinator will prepare an estimate of the cost of all improvements in the Work Writeup for review with the property owner.

### 9.3 Energy Audits

An energy audit should be conducted on each property that is being considered for rehabilitation with CDBG financing under this program. That audit should include interviews with the occupants of the property and special diagnostic tests to determine where excessive energy use can be eliminated and what improvements can be made that will increase the energy efficiency of the property and reduce energy costs for the lower income occupants.

**a. Referral to Weatherization and EmPower:**

Before the Work Writeup is finalized, the property should be referred to the Community Action Planning Council of Jefferson County, which administers the local Weatherization Assistance Program, and to EmPower for a determination of eligibility under those programs.

**b. Rehabilitation with an Energy Audit:**

When assistance is being provided through the Weatherization Assistance Program or by EmPower, their staff will perform an energy audit to identify work that is eligible for their funding. Any energy related improvements that cannot be funded through the Weatherization Assistance Program or by EmPower can be included in the Work Writeup that is prepared for this program.

Energy audits may be secured from other sources, including private companies working for a fee, which will be an eligible project cost under this program. In that case, any energy related improvements that are identified in the audit can be included in the Work Writeup that is prepared for this program.

**c. Rehabilitation without an Energy Audit:**

It might not be possible to obtain an energy audit within a reasonable period of time from the Weatherization Program or private sources. In that case, the Program Coordinator may proceed with the project using the recommendations provided by *The Energy Efficient Rehab Advisor* at <http://rehabadvisor.pathnet.org/> to determine what energy related improvements should be included in the Work Writeup that is prepared for this program.

Any eligible or appropriate repairs that meet the standards for the Housing Improvement Program but are not funded under the Weatherization Assistance Program or EmPower New York will be included in the Work Writeup prepared by the Program Coordinator.

## 9.4 Lead-Based Paint - Compliance with Part 35 Regulations

Federal regulations at 24 CFR Part 35 require that special procedures be used for rehabilitation work on properties built before 1978. If that work is financed with federal funds, painted surfaces must be tested to identify any lead-based paint hazards; and those hazards must be addressed as part of the rehabilitation project. All work to address lead-based paint hazards and other work that disturbs painted surfaces where lead-based paint is identified must be performed by contractors who are trained to use “safe work practices”. A “clearance inspection” will be required when each project is completed to assure that no dust is present that is contaminated with lead-based paint.

- a. Certain types of properties and kinds of improvements are exempt under §35.115 of the regulations and do not require lead-based paint inspections or the use of trained contractors for rehabilitation activities. Following is a selected list of those exemptions:
  - (1) any dwelling unit with zero bedrooms (includes SRO units);
  - (2) elderly housing (unless a child younger than 6 lives there);
  - (3) residential property that has been inspected and found to have no lead-based paint;
  - (4) residential property in which lead-based paint has been identified and removed and clearance has been achieved;
  - (5) non-residential property or portions of a mixed use property that are not used for human residential habitation; and
  - (6) rehabilitation work that does not disturb a painted surface.
- b. The Part 35 regulations do not apply for rehabilitation activities that disturb small areas of painted surfaces within the *de minimis* limits detailed in §35.1350(d) of the regulations, as follows:
  - (1) 20 square feet (2 square meters) on exterior surfaces;
  - (2) 2 square feet (0.2 square meters) on interior surfaces in any one room or space; or
  - (3) 10 percent of the total surface area of any interior or exterior building component with a small surface area.

In these cases, the Work Writeup must detail how all improvements are to be completed without exceeding the *de minimis* limits specified above (see materials in APPENDIX B).

## 9.5 Green Rehabilitation Practices

Green rehabilitation practices will be required to the maximum extent possible for all rehabilitation activities that are conducted under this program. The Green Rehabilitation Plan that is attached in APPENDIX C outlines the details that should be included in the scope of work for each project to improve the environment for the people who occupy those properties and to minimize the adverse affect of this work on the environment, including:

- a. Whenever appliances or equipment are to be replaced or installed, the new units should be Energy Star labeled to minimize energy use and the cost of energy for the lower income owners of these properties.
- b. Wall, floor and joint penetrations should be sealed to reduce heat loss and prevent pest entry into the house.
- c. Adequate ventilation should be provided to avoid moisture problems especially in bathrooms and laundry rooms, which must be provided with mechanical ventilation directly to the outdoors. Materials in those rooms should be specified with smooth, durable, cleanable surfaces that discourage the growth of mold.
- d. Hot water pipes in basements or unconditioned spaces should be insulated to minimize heat loss and reduce energy consumption. Exposed cold water pipes in conditioned spaces should also be insulated to minimize moisture condensation.
- e. Energy Star labeled low flow fixtures should be specified when water fixtures are to be installed or replaced.
- f. To the extent possible, building materials that are used in these projects should be Green Seal certified to contain low or no volatile organic compounds (VOC) that might be hazardous to the residents or the workers. That includes paints, adhesives and sealants that are used on each project. It could also include particleboard or medium density fiberboard and carpet materials.
- g. Appropriate radon reduction measures must be included in any property where testing reveals radon levels above 4 pCi/L.
- h. Contractors should minimize construction waste and maximize the use of materials with recycled content in all activities that are financed under this program.

When the work is completed, each property owner should be given a copy of the “Healthy Homes Maintenance Checklist” (see APPENDIX C) to use as a guide for periodic inspection and maintenance of their property.

## **9.6 Solicitation of Proposals**

The Program Coordinator will meet with the property owner and review all materials prepared to solicit proposals for work on the property, including an analysis of the grant and loan assistance that might be available based on the proposed scope of work and cost estimate. If these details are acceptable to the property owner, the Program Coordinator will be authorized to prepare a package for distribution to contractors who are qualified to complete the work. The property owner may pre-select those contractors who will be asked to submit proposals from a list of qualified contractors provided by the Program Coordinator.

Written proposals will be received at the office of the Program Coordinator on forms that are prepared for each project (Form 104). All proposals will be opened at a specified date and time and reviewed by the Program Coordinator for completeness and acceptability under these guidelines. Proposals that are incomplete or irregular may be rejected by the Program Coordinator or the property owner.

All acceptable proposals from qualified contractors will be listed on a Proposal Tabulation (Form 105) for review by the property owner. The property owner must decide which work items will be included in the contract for his or her property. However, it should be understood that all Priority 1 items (see Section 4.1 of these guidelines) must be included if any grant or loan assistance is to be provided under this program.

## **9.7 Selection of Contractor**

The property owner may select any qualified contractor who submits an acceptable proposal for the activities detailed in the Work Writeup. However, it should be understood that the grant and loan assistance will be calculated on the basis of the lowest acceptable proposal received from a qualified contractor in this process. If another proposal is accepted, the property owner will be required to pay the difference between the amount of the accepted proposal and the lowest acceptable proposal received. This Excess Cost will be included in the minimum owner contribution.

## **9.8 Contractor Qualifications**

All contractors performing work under this program must be approved by the Program Coordinator based on their comparable work, credit checks and other references. The contractor must carry sufficient liability and builder's risk insurance (minimum \$1,000,000 coverage) and worker's compensation and disability insurance as required by New York State Law.

## **10.0 PROJECT FILE**

When a contractor has been selected by the property owner, the Program Coordinator will assemble a Project File for review by the Project Review Committee. The contents of that file are detailed below.

### **10.1 Application For Assistance**

The following materials will constitute a complete Application for Assistance under this program:

- a.** The Preapplication (Form 101) with documentation of income, ownership, insurance and payment of taxes and other charges.
- b.** The Inspection Report (Form 102) listing all code violations and other problems identified in the property.
- c.** The Work Writeup (Form 103) detailing all improvements needed to eliminate the problems identified in the property.
- d.** Copies of all Proposals (Form 104) received from qualified contractors for this work.
- e.** The Proposal Tabulation (Form 105) listing the contractor selected and those work items accepted by the property owner.
- f.** The Application for Assistance (Form 106) detailing the sources of all funds for the proposed project.

### **10.2 Project Agreement**

After review of the Application, the Project Review Committee may approve grant and loan assistance for the project. The Program Coordinator will then prepare a Project Agreement (Form 107) specifying the amount of grant and loan awarded and any required owner contribution and detailing all program requirements that must be met during the course of the project and for a period of five years after all work is completed.

### **10.3 Note and Mortgage**

A note and mortgage will be required to secure repayment of the CDBG financing and to assure compliance with the sale and occupancy limitation and the rent limitations detailed in Section 6 of these guidelines. Those documents will be recorded in the office of the County Clerk.

## **11.0 CONSTRUCTION CONTRACT**

Following approval of the grant and loan by the Project Review Committee, the Program Coordinator will prepare a Construction Contract (Form 108) for review and execution by the property owner and the contractor. The following steps will be completed before the Contract is executed and work is begun:

### **11.1 Escrow Account**

In all cases where the property owner is contributing their cash to pay a portion of the cost of rehabilitation activities, the full amount of that contribution must be delivered to the Program Coordinator for deposit in a special escrow account to be controlled by the City. Those funds will be used for payments to the contractor before any grant or loan funds are advanced.

### **11.2 Subcontractor Approval**

Subcontractors must submit Contractor Qualifications (Form 117) and proof of insurance and be approved by the Program Coordinator and the property owner (Form 109) before they may work on the project.

### **11.3 Self-Help Method**

In those cases where work will be performed by the Self-Help Method, the owner will provide the Program Coordinator with a list of materials and equipment required for that work and the estimated cost to be incurred. The Program Coordinator will review this list and help establish a schedule of activities before any work can proceed.

### **11.4 Pre-Construction Conference**

A conference will be held including the Program Coordinator, contractor and property owner. The Construction Contract may be signed after all parties have reviewed the scope of work and contract provisions.

### **11.5 Notice to Proceed**

After all insurance binders are in the Project File and the Owner Contribution is deposited in escrow (if applicable), a Notice to Proceed (Form 110) will be given to the contractor specifying a start date and a maximum time period for completion of all construction activities.

## **12.0 INSPECTION AND PAYMENTS**

The following paragraphs detail the procedures to be used for inspection of the work and payments to the contractor during the construction process. It should be understood that all decisions regarding the work and all payment requests will be made by the property owner. Neither the Program Coordinator nor the City are party to the Construction Contract. The City assumes no responsibility or liability for the progress or quality of the work or for any payments to the contractor.

When each phase of the construction work is completed and the property owner is satisfied with the work, payment will be made from the escrow account (owner contribution) or from grant and loan funds that have been approved for each project. The Program Coordinator will work with the property owner during the course of the project to help assure that all requirements of these guidelines are satisfied and payments can be made when the work is completed.

### **12.1 Construction Inspections**

The Program Coordinator will make periodic inspections of the work in progress as required by the type of activities involved in each project. These inspections should be documented in the Project File to provide a record of the work and any problems that are identified during the inspections. Those reports should also be reviewed with the property owner to assure that there are no problems that have been overlooked during the periodic inspections.

### **12.2 Payment Inspections**

An inspection of the work in place will be required before any progress payment or final payment can be considered. The property owner and the contractor should be present at all payment inspections.

An Inspection Report (Form 111) will be prepared for each progress payment and for the final payment. That report will be reviewed with the property owner and the contractor to assure that both parties agree about the items of work that have been completed and for which payment is being requested.

The Program Coordinator will sign the Inspection Report indicating compliance with the program guidelines. The property owner will sign the Inspection Report indicating acceptance of the work and authorization for the payment being requested.

A Payment Authorization (Form 112-P) must be completed and signed by the property owner and the Program Coordinator before any payment is approved by the City.

### **12.3 Payments**

Progress payments may be made when significant portions of the work are completed. Each progress payment will be considered after receipt of a detailed invoice from the contractor. A payment inspection will be conducted to verify that the work is satisfactorily completed.

Ten percent of each progress payment will be withheld until all work is satisfactorily completed; and this withheld amount will be included in the final payment. Progress payments may be considered only for work that is completed in place - there will be no payment for materials stored on site or at any other location.

In those cases where the property owner is required to contribute to the cost of this rehabilitation improvements, the owner's funds will be used for progress payments before any grant or loan funds are used. After approval of each payment by the Community Development Office, a check will be made out to both the property owner and contractor and must be endorsed by the property owner prior to release to the contractor.

Before final payment, the contractor will supply the property owner with a copy of all equipment manuals and manufacturer's warranties and sign a Release of Liens and Warranty (Form 114).

### **12.4 Pre-Payments**

There will be no pre-payments to contractors or to property owners for materials or labor. All work must be completed and materials installed on the site before any payment request will be considered with grant or loan funds or funds supplied by the property owner.

### **12.5 Self-Help**

The Program Coordinator will inspect all work that the property owner completes by the Self-Help method to assure that the work is properly done and all requirements of these guidelines are satisfied. An Inspection Report (Form 111) will be completed and signed by the Program Coordinator and the property owner for each payment.

Payments for work completed by the Self-Help method will be made based on the original supplier's invoices for materials used on work items actually completed and in place. All invoices should be clearly labeled with the address of the property being rehabilitated, a detailed listing of all materials and the date the materials were purchased or delivered.

## **12.6 Change Orders**

Change Orders will be considered only for unforeseen problems that are found during the course of the work. However, no Change Order will be considered unless the change is necessary to complete the activities that were included in the approved scope of work for which grant and loan assistance was awarded.

The property owner or the contractor must advise the Program Coordinator when problems are identified that require a Change Order. An inspection will be conducted and an inspection report prepared to document the problem, outline the work required and detail the cost proposed by the contractor to resolve the problem.

If all parties agree with the proposed change, the Program Coordinator will prepare a Change Order (Form 113) for consideration at the next meeting of the Project Review Committee. Any increase in the project cost must be approved by the Project Review Committee before grant or loan funds can be used for a Change Order. If additional owner contribution is required, that amount must be deposited in the escrow account before the contractor is permitted to work on those activities covered by the Change Order.

## **12.7 Final Payment**

A request for final payment will be considered only after all work included in the construction contract has been completed to the satisfaction of the property owner. A final inspection will be conducted with the property owner and the contractor; and an Inspection Report (Form 111) will be prepared documenting the status of all activities. The Program Coordinator will sign the Inspection Report indicating compliance with the program guidelines. The property owner will sign the Inspection Report indicating acceptance of the work and authorization for payment. A Payment Authorization (Form 112-F) must be signed by the owner and the Program Coordinator before the final payment is approved.

Before the final payment is released, the property owner will sign a Certificate of Completion (Form 115); and the Program Coordinator will prepare a Disposition of Funds Report (Form 116).

The final payment will include all amounts withheld from progress payments during the course of the work. The final check will be made out to the property owner and the contractor and must be endorsed by the owner before delivery to the contractor. The contractor must deliver a Release of Liens and Warranty (Form 114) before that check is released.



# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

**HOUSEHOLD INCOME LIMITS FOR CDBG GRANT & LOAN ELIGIBILITY**  
Applicable to the Watertown-Fort Drum Metropolitan Statistical Area in New York State

(Effective December 18, 2013)

<b><u>Family Size</u></b>	<b><u>80% of Median</u></b> (Grant/Loan)	<b><u>50% of Median</u></b> (100% Grant)
1 Person	\$33,050	\$20,650
2 Person	\$37,750	\$23,600
3 Person	\$42,500	\$26,550
4 Person	\$47,200	\$29,500
5 Person	\$51,000	\$31,900
6 Person	\$54,750	\$34,250
7 Person	\$58,550	\$36,600
8 Person	\$62,300	\$38,950

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Income limits for households larger than eight persons are determined by adding \$3,800 (80% of Median) or \$2,350 (50% of Median) for each additional person in the household. These figures are adjusted annually to match the income limits established by the U.S. Department of Housing and Urban Development (HUD) for Public Housing and Section 8 Programs.

Source: HUD NOTICE PDR-2014-02 dated December 18, 2013  
 From: Carol J. Galante  
 Assistant Secretary for Housing-Federal Housing Commissioner  
 Re: Fiscal Year 2014 Income Limits  
 for Public Housing and Section 8 Programs

# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

### HUD SECTION 8 EXISTING HOUSING FAIR MARKET RENTS

#### RENT LIMITS FOR APARTMENTS WITH CDBG ASSISTANCE

Applicable to the Watertown-Fort Drum Metropolitan Statistical Area in New York State

(Effective October 1, 2013)

<u>Unit Size</u>	<u>Fair Market Rent</u>
0 Bedroom . . . . .	\$ 676 / month
1 Bedroom . . . . .	\$ 779 / month
2 Bedroom . . . . .	\$1,012 / month
3 Bedroom . . . . .	\$1,287 / month
4 Bedroom . . . . .	\$1,453 / month
5 Bedroom . . . . .	\$1,671 / month
6 Bedroom . . . . .	\$1,889 / month

The Rent Limits listed above are 100% of the Fair Market Rents (FMR) established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Choice Voucher Program. They apply to gross rents, including shelter rent and the cost of utilities (except telephone) that are paid by the tenant in qualified apartments. These figures are adjusted annually based on Census data updated by random digit dialing (RDD) telephone surveys and set at the 40th percentile of standard quality rental housing in Jefferson County in the State of New York.

Source: Federal Register, Volume 78, Number 192, October 3, 2013

**City of Watertown  
HOUSING IMPROVEMENT PROGRAM**

**LEAD-BASED PAINT HAZARD REDUCTION PLAN**

The City of Watertown is administering housing rehabilitation and home ownership programs with federal funding from the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) Program. Those activities are subject to the requirements of the Lead-Based Paint Hazard Reduction Act of 1992 (24 CFR Part 35) and the EPA Renovator, Repair and Painting rules at 40 CFR Part 745.

Before any work is done under the local programs, each property is inspected to identify problems that should be addressed to eliminate violations of the state building code, problems that might create health or safety hazards for the occupants or their neighbors, and other problems that the property owner wants to address as part of the project. That inspection includes a “lead hazard evaluation” to identify deteriorated paint surfaces and other conditions that might create lead-based paint hazards. Where appropriate, additional inspection, testing or evaluations may be conducted to confirm the presence of lead-based paint and determine the appropriate treatment to reduce lead hazards that are identified in the property.

**Exemptions:**

Section 35.115 of the regulation lists several situations where the lead-based paint rules do not apply, as follows:

- Residential properties built after January 1, 1978.
- Zero bedroom units intended for single room occupancy.
- Elderly housing (unless a child under age 6 is expected to reside there).
- Residential properties that have been inspected and found not to have lead-based paint.
- Residential properties in which all lead-based paint has been identified and removed.
- An unoccupied dwelling unit that is to be demolished.
- Any portion of a property that is not intended for human residential habitation.
- Rehabilitation activities that do not disturb any painted surfaces.
- Emergency work to protect against threats to health, safety or structural damage.
- Property seized by a federal law enforcement agency and held for less than 270 days.

**Lead Hazard Evaluation:**

In all cases, some form of “lead hazard evaluation” must be conducted before any rehabilitation work is done with assistance under the local programs.

Paint Inspection and Risk Assessment (§35.1320) is required for every property that is being considered for assistance under the program. This process includes a visual assessment of

the property and paint testing for any deteriorated or damaged surfaces and any painted surfaces that will be disturbed in the course of the rehabilitation activities. This inspection must be conducted by a certified risk assessor. Paint testing may be done with an x-ray fluorescence (XRF) gun or by a certified testing laboratory from paint chips and soil samples provided by the inspector. The following standards will be used to establish the presence of lead-based paint that is subject to the regulations:

- 1.0 mg/cm<sup>2</sup> or 0.5% by weight or 5,000 ppm for paint testing
- 400 µg/g for soil samples in play areas
- 2,000 µg/g for soil samples in other areas with bare soil more than 9 square feet
- 40 µg/square foot for dust samples on floors (including carpet)
- 250 µg/square foot for dust samples on window sills

This process will be used in all properties where a child under the age of 6 has been tested and diagnosed with an Elevated Blood Level (EBL) for lead over the following thresholds:

- EBL > 20 µg/dL for a single test
- EBL > 15 µg/dL for two tests at least three months apart

Notice - When lead-based paint hazards are identified in this evaluation, a copy of the “risk assessment” report will be given to the property owner with the following EPA brochures before any decisions are made about rehabilitation work to be proposed for the property:

“Renovate Right” (EPA-740-K-10-001, April 2010)

“Protect Your Family from Lead in Your Home” (EPA-747-K-99-001, April 1999)

### **Interim Controls:**

Most of the projects to be completed under the local programs will involve an investment of more than \$5,000 but less than \$25,000 on rehabilitation improvements (not counting soft costs or the cost of lead-based paint treatments). The rehabilitation work on those projects must therefore include “interim controls” to address all lead-based paint hazards that were identified in the “risk assessment” or “lead hazard screen”, including:

- stabilization of deteriorated lead-based paint
- treatment of friction surfaces when lead dust is found on the nearest horizontal surface
- treatment of impact surfaces if the lead-based paint is damaged by impact
- treatment of chewable surfaces with lead-based paint
- dust hazard controls including cleaning of horizontal surfaces
- covering of bare soil areas

The methods to be used for these activities should be detailed in the work writeup that is prepared for each project.

Safe Work Practices (§35.1350) must be used for all activities that disturb painted

surfaces where lead-based paint is known to be present. §35.1345 of the regulations details special procedures that must be followed to prepare the work site and assure that the occupants are protected from lead-based paint hazards that might be created during the course of the work.

Occupant Protection - occupants must not be permitted to enter the work site while hazard reduction activities are in progress. Relocation of the occupants will not be required if the work is limited to the exterior of the dwelling unit and all windows, doors and other openings are sealed, or if the work can be completed in one period of up to 8 daytime hours, or for work lasting up to five days, if the work area is properly contained and the occupants have access to the rest of the house for cooking, bathing and sleeping.

Work Site Preparation - before any hazard reduction work begins, the contractor must prepare the site to prevent the release of dust and contain lead-based paint chips and other debris. Warning signs must be posted at each entrance to the work area, or for exterior work, positioned so they are readable at least 20 feet from the work area.

Prohibited Methods - the following work methods are prohibited by §35.140 of the regulations:

- open flame burning or torching
- machine sanding or grinding without HEPA filtered exhaust controls
- abrasive blasting or sand blasting without HEPA filtered exhaust controls
- heat guns operating above 1100 °F
- dry sanding or scraping
- stripping with volatile solvents in a poorly ventilated space

Cleaning - the work site must be cleaned at the end of each work day and after hazard reduction activities are completed using lead-specific detergents and a HEPA vacuum.

Clearance (§35.1340) is required after any hazard reduction work is completed unless the work area falls within the de minimis levels outlined below. Dust wipes are taken by a certified risk assessor or by a trained sampling technician who is working under the supervision of a certified risk assessor. Those samples must be analyzed by a certified testing laboratory and the results compared to the following standards:

- 40 µg/square foot for floors (including carpets)
- 250 µg/square foot for window sills
- 800 µg/square foot for window troughs

Sampling may be limited to the areas where the hazard reduction work was conducted if proper containment was maintained during the course of the project. Otherwise, samples must be taken from the entire housing unit. If any sample fails to meet these standards, the work area must be cleaned again and new samples must be taken and tested. The property cannot be cleared until all samples pass.

Notice - A copy of the “clearance” report will be given to the property owner after the hazard reduction activities are completed and the clearance test results are received.

**De Minimis Levels:**

The “safe work practices” are not required for rehabilitation activities that disturb very small areas of painted surfaces if no other lead hazards are identified in the risk assessment that require action as part of the rehabilitation project. The following standards apply to this special exception, which is detailed in §35.1350(d) of the regulations:

1. 20 square feet (2 square meters) on exterior surfaces.
2. 2 square feet (0.2 square meters) in any interior room or space.
3. 10% of the surface area on exterior or interior components with a small surface area. (eg: window sills, baseboards, trim).

**Contractors:**

All contractors who participate in the local programs must be approved by the Program Coordinator based on their written application and other documentation. If the Program Coordinator is not familiar with a new contractor who wants to participate in this program, references will be checked to determine whether that contractor is capable of doing this work. Documentation is also collected to prove that each contractor has adequate insurance coverage, including builder’s risk and general liability (minimum \$1,000,000 limits) and workers compensation and disability as required by state law.

The Lead-Based Paint regulations have added special requirements for contractors who participate in the housing rehabilitation or home ownership program. All contractors and their workers must be trained to use “safe work practices” when doing work that includes “interim controls” on painted surfaces that are known to have lead-based paint. Individual certificates are kept on file to show that this requirement has been met.

## GREEN REHABILITATION PLAN

The City of Watertown has been administering local housing rehabilitation programs for more than 20 years with federal funds from the U.S. Department of Housing and Urban Development (CDBG and HOME) and state funds from the Affordable Housing Corporation (AHC). Programs to help first-time buyers purchase and rehabilitate homes in Watertown have also been administered, initially with AHC and HOME funding and more recently with CDBG funding from the state. Fifteen years ago, the City had its own staff administering housing, public facilities and economic development programs, primarily with the CDBG funds that could be secured in annual competitions from HUD. Today, CDBG funds are available through the state; and the City now contracts with outside consultants and a local non-profit, Neighbors of Watertown, for the services that are required to administer its housing rehabilitation and home ownership programs.

Neighbors of Watertown has assembled a staff with broad experience in rehabilitation and redevelopment activities ranging from individual homes that can be purchased and rehabilitated for tens of thousands of dollars to large mixed-use properties involving millions of dollars for commercial and residential development with historic and low income tax credits as well as conventional bank financing. Individual staff members have been trained and licensed to perform lead-based paint risk assessments and energy audits. They have worked with financing from the New York State Energy Research and Development Authority and the local power company to accomplish energy reduction improvements in large and small projects alike.

Private contractors have also been identified who can provide specialized services that are needed for the housing rehabilitation programs that are administered by Neighbors of Watertown, both for itself and under contract for the city. LeadSafe, LLC is a woman-owned company located in Syracuse that conducts lead-based paint risk assessments using X-Ray Fluorance (XRF) technology and soil testing and dust wipes to provide a detailed report showing where lead-based paint hazards are located in each housing unit. Those reports also recommend appropriate treatments to accomplish “interim controls” or “abatement” as required for each project.

Several options are available to secure the “clearance” inspections that are needed for any project where work is required to eliminate lead-based paint hazards. We maintain a list of individuals and companies in the area who have been approved for that work; and the rehabilitation contractors are required to secure a “clearance” for their project before final payment can be made.

Code compliance has always been a basic requirement of the housing rehabilitation programs in Watertown; and there should be no health or safety problems in a property where work has been completed under those programs. Energy conservation has also been a concern in this northern climate where the cost of heating can be a significant problem for lower income households. More resources have become available to address those problems in recent years under state funded weatherization assistance programs and through NYSERDA; and more effort is being made to coordinate those resources with local rehabilitation programs.

## **1. Energy Use Reduction Plans**

Before any rehabilitation work is approved for CDBG funding in Watertown, an energy audit of the property must be conducted either by the weatherization assistance provider in the county or by a contractor who has been certified by the Building Performance Institute (BPI). It is expected that all cost-effective measures that are identified by the audit will be included in the work scope for the project unless they are being completed under the Weatherization Assistance Program (WAP).

When all eligibility documentation has been collected and a property is being considered for rehabilitation assistance, the applicant will be referred to the Community Action Planning Council (CAPC) of Jefferson County, which administers the local Weatherization Assistance Program with funding from New York State. If the applicant is eligible for weatherization assistance, an energy audit will be conducted by CAPC and the results of that audit can be used to plan a “coordinated project” with activities that are eligible for WAP funding to be completed by CAPC and other cost-effective improvements included in the work scope for CDBG funding.

If the applicant is not eligible for weatherization assistance, Neighbors will pay for an energy audit to be conducted by CAPC and the results of that audit will be used to identify cost-effective improvements that will be included in the work scope for CDBG funding.

In the event that energy audits cannot be secured from the weatherization assistance provider, a BPI certified contractor will be contracted to conduct an energy audit that can be used to identify cost-effective energy-related improvements to be included in the work scope for CDBG funding. Some of that work may be completed by the contractor using funds that are available from NYSERDA under the EmPower New York Program. Other improvements that cannot be completed with NYSERDA funding will be included in the scope of work for CDBG funding.

Any work that is included in the work scope for CDBG funding will specify Energy Star rated materials. That includes replacement windows and doors, domestic hot water systems, interior and exterior lighting fixtures and any appliances that are to be installed or replaced under this program. Incandescent bulbs will be replaced with compact fluorescent bulbs; or the property owner will be encouraged to do that on their own when the existing bulbs are replaced in the future. When heating systems are replaced, we will specify Energy Star labeled furnaces with annual fuel utilization efficiency (AFUE) at 90% or greater and boilers with AFUE at 85% or greater. Routine air-sealing measures will be included in each project where infiltration problems are identified in the energy audit; and all other opportunities to promote energy efficiency or reduce energy consumption will be considered when the work scope is being developed for CDBG funding.

Energy Star brochures will be provided for each applicant to help them understand how to improve the energy efficiency of their homes and identify ways they can reduce energy consumption in their everyday activities.

## 2. Green Rehabilitation Practices

Green rehabilitation practices will be required to the maximum extent possible when the work scope is being developed for any project to be considered for CDBG funding in Watertown. The following details will be included in each “work writeup” wherever possible:

- a. When **paints, adhesives or sealants** are used, they must be Green Seal certified to contain low or no volatile organic compounds (VOC) that might pose health hazards to the residents or workers. Paints, adhesives and sealants that have been certified to satisfy this requirement are listed on the website at [www.greenseal.org/findaproduct/index.cfm#paints](http://www.greenseal.org/findaproduct/index.cfm#paints).
- b. When **particleboard or medium density fiberboard** is to be used, the material must be certified compliant with the ANSI A208.1 and A208.2 requirements. If any material is being used that does not meet those requirements, all exposed edges and surfaces must be sealed with low-VOC sealants.
- c. Generally, **carpets** will not be specified for below grade living spaces, entryways, laundry rooms, bathrooms, kitchens or utility rooms where moisture may be a problem. If carpet is required (eg: to control lead-based paint hazards), all materials (incl. carpet, pad, adhesives) must be certified by the Carpet and Rug Institute to contain low or no VOC. Carpet materials that have been Green Label certified can be found on the website at [www.carpet-rug.org](http://www.carpet-rug.org).
- d. When bathroom **exhaust fans** are to be installed or replaced, that equipment must be Energy Star labeled, rated at 50 cfm minimum, vented to the outdoors and installed with a humidistat sensor or timer. Likewise, kitchen fans must be Energy Star labeled and vented outdoors.
- e. When **hot water heaters** are to be installed or replaced, Energy Star labeled tankless hot water heaters will be specified where feasible. If a conventional hot water heater is to be located in a conditioned space, that equipment must be Energy Star labeled and either combustion sealed or direct-vented to the outside. Those units should be located in rooms with floor drains or installed with catch pans that are piped to the exterior. Alternatively, an Energy Star labeled boiler with integrated domestic hot water system may be specified.
- f. When **water fixtures** are to be installed or replaced in kitchens or bathrooms, Energy Star labeled products will be specified, as follows:

toilets	1.6 GPF (gallons per flush)
showerheads	2.2 GPM (gallons per minute)
kitchen faucets	2.2 GPM
bathroom faucets	2.0 GPM

The WaterSense program conducted by the U.S. Environmental Protection Agency is one source for products that have been tested and approved for this performance. They can be found on the website at [www.epa.gov/owm/water-efficiency](http://www.epa.gov/owm/water-efficiency). An independent source for those products can be found at [www.cuwcc.org/products/toilet-fixtures-main.aspx](http://www.cuwcc.org/products/toilet-fixtures-main.aspx).

- g. **Hot water pipes** in basements or unconditioned spaces should be insulated to minimize heat loss and reduce energy consumption. Exposed **cold water pipes** should also be insulated in conditioned spaces where they are susceptible to moisture condensation.
- h. When work is being done in **wet areas** (eg: bathrooms and laundry rooms), materials will be specified with smooth, durable, cleanable surfaces that discourage the growth of mold.
- i. **Clothes dryers** must be vented directly to the outdoors.
- j. **Outdoor lighting** should be equipped with daylight sensors or timers.
- k. **Wall, floor and joint penetrations** should be sealed to prevent pest entry into the residence. Large openings should be equipped with screens that are rodent proof and corrosion resistant.
- l. If high **radon** levels are detected in the structure where rehabilitation activities are planned, an active radon-reduction system should be installed to reduce the hazards of radon for the residents in that property. Jefferson County is classified by the U.S. Environmental Protection Agency in Zone 2, where properties are predicted to have a moderate potential for elevated indoor radon levels (2-4 pCi/L) based on an analysis of available data including indoor radon measurements, geology, aerial radioactivity, soil permeability and foundation types. The actual radon level must be determined by testing in each property that is being considered for CDBG funding for rehabilitation activities. A high radon level will be indicated by a test result above 4 pico curries per liter (pCi/L).
- m. Rehabilitation contractors are expected to minimize **construction waste** and recycle materials and packaging (eg: cardboard) wherever possible in the course of each project.
- n. Rehabilitation contractors are expected to maximize the use of **building materials** with recycled content wherever possible in the course of each project.
- o. Each property should be tested when the rehabilitation work is completed to assure that at least 15 cubic feet per minute of **fresh air** per occupant is available in each residence. The energy audit that is conducted before the project is approved should include a blower-door test that provides a baseline measurement of air infiltration in the residence. Another test should be conducted when the work is completed to make sure enough ventilation remains to assure healthy living conditions for occupants of each housing unit.

When the work is completed, the property owner and each tenant household (if applicable) will be given the “Healthy Homes Maintenance Checklist” that has been produced by the National Center for Healthy Housing and encouraged to use it as a guide for periodic inspection and maintenance of their property (see copy attached). That checklist shows occupants how to maintain a healthy home by keeping it dry, clean, and pest-free, preventing injury and controlling chemical contaminants both indoors and outdoors.

### **3. Environmental Health and Safety**

The CDBG funds available under this program will support rehabilitation owner-occupied homes and absentee-owned rental apartments throughout in the city. All of the homes or apartments to be rehabilitated under this program will be substandard with one or more of the following hazardous conditions that must be addressed to permit safe occupancy of the unit:

- lead-based paint;
- asbestos;
- radon;
- moisture-related health problems, (eg: mold);
- other indoor air quality problems, (eg: CO from a faulty heating system); or
- code violations that are an immediate threat to health and safety.

The Housing Improvement Program in Watertown has been designed to focus on work required to address health and safety problems, to improve energy efficiency and to incorporate green rehabilitation practices that will assure a healthy environment for the occupants and minimize the impact of this work on the environment. The following process will be followed to identify any hazardous conditions and develop a work scope to address all of the problems that are identified in each property that is to be rehabilitated under this program.

#### **Preapplication:**

When the preapplication is submitted, the property owner is asked to identify any known problems that should be addressed in the rehabilitation project. That list could identify code violations and other problems that might become health or safety hazards if they are not addressed in a timely manner. Each applicant will also complete an application for the local Weatherization Assistance Program (WAP) and for the EmPower New York Program and those materials will be forwarded to the appropriate agencies in order to secure an energy audit for the property. If an energy audit cannot be secured under the WAP, alternative arrangements will be made to get that information from a BPI certified contractor.

#### **Inspection by Rehabilitation Specialist:**

Each property will be inspected by an experienced Rehabilitation Specialist who will identify any code violations and other health and safety problems that might be found in the property. At the same time, a radon test kit will be set up in the building to determine if radon levels are present that might be hazardous to the health and safety of the residents.

#### **Preliminary Work Writeup:**

The local Rehabilitation Coordinator will prepare a “work writeup” detailing the work that is needed to eliminate all code violations and other health and safety problems that have been identified in the property. That writeup will be reviewed with the property owner to make sure all known problems have been included before the project moves ahead.

#### Lead-Based Paint Risk Assessment:

The preliminary work writeup will be sent to LeadSafe in Syracuse with a request for a “risk assessment” to comply with HUD regulations at 24 CFR Part 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures. LeadSafe will inspect the property and collect data by XRF testing, dust wipes and soil samples and produce a detailed report that identifies lead-based paint hazards and recommends interim control work that will be required to address those problems.

#### Energy Audit:

An energy audit will be received from the weatherization assistance provider or a BPI certified contractor that identifies energy conservation measures that would be cost-effective, including air-sealing measures to eliminate drafts and heat loss and other repairs or replacements to reduce energy consumption (eg: appliances, equipment, lighting). That audit should also identify air quality problems (eg: carbon monoxide from a faulty heating system) and moisture-related problems that might allow mold to grow.

If the energy audit is completed by the weatherization assistance provider, it will indicate what improvements will be completed under the WAP or by EmPower and what cost-effective improvements should be included in the work scope for CDBG funding.

#### Final Work Writeup:

The “work writeup” will be revised to include all cost-effective energy-related improvements that are not being done under the WAP or EmPower, including appropriate air-sealing measures, and other repairs and improvements to reduce energy consumption and eliminate moisture-related or air quality problems. Active radon-reduction measures will be included if the radon test shows elevated radon levels (above 4 pCi/L); and interim controls will be specified to address lead-based paint hazards that are identified by the “risk assessment” that has been received from LeadSafe.

The final “work writeup” will be distributed to contractors who have been approved for participation in the local program, who have been trained to use “safe work practices” and who have provided proof of insurance to protect the interests of the property owner.

#### Inspections and Clearance Testing:

Periodic inspections will be conducted by the Rehabilitation Specialist to make sure the work is being completed properly and to assure that all problems are resolved when the project is completed. The contractor will arrange for a “clearance inspection” to prove that there are no lead-based paint hazards in the property when the work is completed; and the Rehabilitation Specialist will complete a final inspection to make sure there are no remaining health and safety problems in the property before the final payment is made to the contractor.

## MODEL REHABILITATION STANDARDS

*(Incorporates changes to implement HUD's Lead-Based Paint Regulation)*

### I. INTRODUCTION

#### A. MISSION AND HOUSING VALUES

Our Program's mission is "to eliminate neighborhood blight through renovation and demolition while providing lower income families with safe, secure and affordable homes."

The values that flow from this mission for this program are as follows:

- Performance and durability;
- Historically sensitive exteriors;
- Economic life cycle costs;
- Affordable operating costs;
- Balanced initial costs; and
- *Lead-Safe Housing.*

#### B. APPLICABLE LAWS AND REGULATIONS

Our Program intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- Building Code: BOCA existing structures code 1994 edition
- Housing Code: The local housing code.
- Federal Housing Code: Housing Quality Standards.
- Life Safety Code: Life Safety Code
- HUD Lead-Based Paint Regulation (24 CFR Part 35)

Our Program shall seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Energy: Model Energy Code.
- Accessibility: ANSI standards for handicapped accessibility.
- HAZMAT: HUD) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing.
- Building Code: International Building Code 1-4 Unit Dwelling Code
- Exceptions: On a case-by-case basis deviations from the minimum requirements of this standard will be permitted with approval of the appropriate local agency.

## II. SITE IMPROVEMENTS

### SOIL TREATMENTS FOR LEAD HAZARDS

*Repair Standard: Interim standards – 1 year – will require monitoring to ensure continued effective control methods. Replacement – 20 years.*

*Play Areas: Bare soil play areas frequented by children under the age of six years shall be tested for lead content. Any bare soil over 400 µg/g of lead in lead shall be covered with a reinforced landscape cloth and impermanent surface covering e.g. gravel, bark, sod, or artificial turf containing not more than 200 µg/g of lead. Loose impermanent covering such as bark or gravel shall be applied in a thickness of not less than 6 inches.*

*Other Bare Soil: Bare soil outside of play areas shall be tested for lead content. Bare soil over 2000 µg/g of lead in lead and totaling more than 9 square feet per property shall be covered with a reinforced landscape cloth or other impermanent surface covering containing not more than 200 µg/g of lead, an interim control measure which prevents children's access to the bare soil. Soil lead levels above 5000 µg/g of lead require abatement.*

### TREES

Repair Standard: Minimum Life: NA

Trees that are too close to the structure or threaten the structure shall be trimmed or removed.

Replacement Standard: NA

### LANDSCAPING

No landscaping is permitted.

### OUTBUILDINGS

Repair Standard: Minimum Life: 1 year

Unsafe and blighted structures, including outbuildings, sheds, garages and barns, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound and leak free with lead hazards stabilized.

Replacement Standard: NA

No replacement of outbuildings is allowed.

### PAVING AND WALKS

Repair Standard: Minimum Life: 5 years

Badly deteriorated, essential paving, such as front sidewalks, will be repaired to match. Non-essential deteriorated paving such as sidewalks that are unnecessary, will be removed and appropriately landscaped.

Replacement Standard:

Essential walks and drives shall be replaced with concrete.

### **III. EXTERIOR SURFACES**

#### *EXTERIOR LEAD HAZARDS*

*Repair Standard:*

*All exterior paint shall be stabilized using lead-safe practices*

*Replacement Standard:*

*Leaded components shall be replaced or the paint removed to create a lead-free exterior.*

#### EXTERIOR STEPS AND DECKS

Repair Standard: Minimum Life: 5 years

Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces.

Replacement Standard: 20 years

New steps and stairways shall be constructed of preservative treated lumber in conformance with the CAB code. Porch decks shall be replaced with tongue and groove pine.

#### EXTERIOR RAILINGS

Repair Standard: Minimum Life: 5 Years

Handrails will be present on one side of all interior and exterior steps or stairways with more than two risers, and around porches or platforms over 30" above ground level. Railing repairs will be historically sensitive.

Replacement Standard: Minimum Life: 10 Years

Railings shall be wrought iron or preservative treated lumber.

## EXTERIOR CLADDING

Repair Standard: Minimum Life: 10 Years

Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of two continuous coats of paint, and no exterior painted surface will have any deteriorated paint.

Replacement Standard: Minimum Life: 20 Years

Historically sensitive vinyl siding over house wrap.

## EXTERIOR PORCHES

Repair Standard: Minimum Life: 10 Years

Unsafe or unsightly porches will be repaired to conform closely to historically accurate porches in the neighborhood.

Porch repairs will be structurally sound, with smooth and even decking surfaces.

Replacement Standard: Minimum Life: 10 Years

Deteriorated porches shall be rebuilt with preservative treated structural lumber and tongue and groove pine decks.

## EXTERIOR HARDWARE

Repair Standard: NA Minimum Life: 10 Years

Replacement Standard:

Every dwelling unit will have a mailbox, or mail slot, and minimum 3" high address numbers at the front door.

## **IV. FOUNDATIONS AND STRUCTURE**

### FOUNDATIONS

Repair Standard: Minimum Life: 20±Years

Foundations will be sound, reasonably level, and free from movement.

Replacement Standard: NA

## STRUCTURAL WALLS

Repair Standard: Minimum Life: 15 Years

Structural framing and masonry shall be free from visible deterioration, rot, or serious termite damage. be adequately size for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected. and significant structural damage and its cause will be corrected.

Replacement Standard: NA

## FIREWALLS

Repair Standard: Minimum Life: 5 Years

Party walls shall be maintained without cracks and plaster deterioration and covered with 5/8" type X gypsum, glued and screwed to studs.

Replacement Standard Minimum Life: 10 Years

When frame walls and floors adjoining other dwellings are gutted, new wall finish installations will conform to local requirements for fire ratings.

## V. WINDOWS AND DOORS

### EXTERIOR DOORS

Repair Standard: Minimum Life: 10 Years

Doors shall be solid, weather stripped, operate smoothly, and include a peep site, a dead bolt, and an entrance lock set.

Replacement Standard: Minimum Life: 10 Years

All replacement doors at the front of the property will be historically sensitive. Steel six-panel doors may be installed at entrances not visible from the front street. Dead-bolt locks will be installed on all doors.

### WINDOWS

Repair Standard: Minimum Life: 10 Years

All single glazed windows shall be covered by a storm sash in which the meeting rail matches up with the prime window. Operable windows shall have a locking device and mechanism to remain partially open.

*Dilapidated lead-containing windows should be replaced whenever the budget allows.*

Replacement Standard:

Double-glazed, double or single hung. PVC, low E, one over one, with historically sensitive snap-in grids and a minimum R-value 2.

## WINDOW REPLACEMENT

Repair Standard: NA

Replacement Standard: Minimum Life: 20 Years

Bedrooms, kitchens and baths shall have one operable window with a screen.

## INTERIOR DOORS/PLACEMENT

Repair Standard: Minimum Life: 10 Years

All bedrooms, baths and closets shall have well-operating doors.

Replacement Standard: Minimum Life: 10 Years

Hollow core, pressed wood product with brass plated bedroom lockset.

## VI. ROOFING

### PITCHED ROOFS

Repair Standard: Minimum Life: 10 Years

Missing and leaking shingles and flashing shall be repaired on otherwise functional roofs. Slate roofs shall be repaired when at all possible. Antennae shall be removed.

Replacement Standard: Minimum Life: 25 Years

Fiberglass asphalt, three-tab, class A shingles, weighing at least 200 and up to 240 lbs. with a pro-rated 25 year warranty with continuous ridge vent.

### FLAT AND LOW SLOPE ROOFING

Repair Standard: Minimum Life: 10 Years

Built-up roofing, flashing and accessories shall be repaired wherever a 5-year leak free warranty is available from a certified roofing company.

Replacement Standard: Minimum Life: 20 Years

Fully adhered EPDM over 1/2" insulation board.

## VII. INSULATION AND VENTILATION

### INSULATION

Repair Standard: NA

Replacement Standard: Minimum Life: 15 Years

Attic areas and crawl space will be insulated. The goal for attic insulation is R38, and for crawl spaces R 19. Frame walls will be insulated if the wall finish is removed. Plastic vapor barriers will be placed over bare soil in crawl spaces.

## ATTIC VENTILATION

Repair Standard: NA

Replacement Standard: Minimum life: 20 Years

Attics will be ventilated with a minimum of 1 square foot of free vent for each 300 square feet of roof area.

## KITCHEN VENTILATION

Repair Standard: NA

Replacement Standard: Minimum Life: 5 Years

Range hoods or exhaust fans shall be exterior ducted.

## BATH VENTILATION

Repair Standard: NA

Replacement Standard: Minimum Life: 5 Years

Exterior ducted 70 CFM. 20 some with separate switch in all full baths.

## VIII. INTERIOR STANDARDS

### *LEAD-CONTAINING COMPONENTS*

#### *Repair Standard*

*Deteriorated lead-based paint on walls, trim, doors, and cabinets must be stabilized using lead-safe work practices. As an alternative, a liquid encapsulant can be applied on such components when the surface is deemed suitable for such coatings.*

*Replacement Standard: At the owner's request, when funding is sufficient, lead-containing walls, trim, doors and cabinets identified during a lead-paint inspection can be replaced or enclosed as appropriate.*

## FLOORING

Repair Standard: Minimum Life: 3 Years

Bathroom and kitchen floors shall be rendered smooth and cleanable using polyurethane or by being covered with water-resistant vinyl flooring or smooth and cleanable.

Damaged wood floors will be repaired. Basement floors shall be continuous concrete.

Replacement Standard: Minimum Life: 6 Years

Baths shall receive vinyl sheet goods over plywood underlayment. Kitchens shall be vinyl composition tile over plywood underlayment. New basement slabs shall be at least 3" thick and a 6-mil vapor barrier.

## CLOSETS

Repair Standard: Minimum Life: 5 Years

All bedrooms shall have closets with a door, clothes rod, and shelf.

Replacement Standard: Minimum Life: 15 Years

All bedrooms shall have 4' long by 2' wide closets with bi-fold door and wire shelf.

## INTERIOR WALLS AND CEILINGS

Repair Standard: Minimum Life: 5 Years

All holes and cracks shall be repaired to create a continuous surface and any deteriorated paint should be stabilized using lead-safe measures.

Replacement Standard: Minimum Life: 10 Years

Walls shall be plumb, ceiling level with a smooth finish on at least 1/2" gypsum.

Additional Reference: American Gypsum Association

## HAZARDOUS MATERIALS

Repair Standard: Minimum Life: NA

Asbestos and lead paint hazards, when identified, shall be addressed in conformance with applicable local, state, and federal laws. Rehabilitated properties shall be cleaned to pass a lead dust clearance test to the levels prescribed by HUD regulations.

## IX. ELECTRIC

### SERVICE

Repair Standard: Minimum Life: 10 Years

Main distribution panels shall have a main disconnect, at least 7 circuits, a 100 amp minimum capacity and be adequate to safely supply power to all existing and proposed electrical devices.

Replacement Standard: Minimum Life: 15 Years  
150 amp, main disconnect panel with at least 16 circuit breaker positions.

## EXTERIOR ELECTRIC

Repair Standard: Minimum Life: 7 Years

All entrances will be well lighted and either switched at the interior side of the door, or the light will be controlled by a photoelectric cell. Motion actuated security lighting will be installed at the rear and sides of properties where it will increase safety. All dwelling units will have at least one exterior, GFCI protected, electrical receptacle.

Replacement Standard: NA

## INTERIOR ELECTRIC DISTRIBUTION

Repair Standard: Minimum Life: 7 Years

Exposed knob and tube shall be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (i.e. first floor above basements, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes shall have appropriate cover plates. Wiring shall be free from hazard and all circuits shall be properly protected at the pane. Floor receptacles shall be removed and a metal cover plate installed.

Replacement Standard: Minimum Life: 15 Years

When a room's wall finishes are removed it shall be rewired to the latest version of the National Electric Code.

## GROUND FAULT CIRCUITS

Repair Standard: NA Minimum Life: 5 Years

Replacement Standard:

Basement and kitchen receptacles within 6 feet of a sink, all bath receptacles and at least one exterior receptacle shall be protected by a GFCI.

## KITCHEN ELECTRIC DISTRIBUTION

Repair Standard: NA Minimum Life: 7 years

Replacement Standard:

Permanently installed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers shall have separate circuits sized to NEC. Two separate 20-amp counter circuits are required with each kitchen area.

## STAIRWELL LIGHTING

Repair Standard: NA Minimum Life: 7 Years

Replacement Standard:

All common halls and stairways between living space must be well lighted with a fixture controlled by 3 way switches at both ends of the hall or stairway.

## ALARMS

Repair Standard: NA Minimum Life: NA

Replacement Standard: Minimum Life: 5 Years

Directly wired fire and smoke detectors shall be installed on all sleeping floors.

## X. PLUMBING SYSTEM

### WATER SUPPLY

Repair Standard: Minimum Life: 5 Years

All fixtures must be: supplied with 3-gallons/minute water flow.

Replacement Standard: Minimum Life: 20 Years

All inoperable or leaky main shut off valves shall be replaced. Lead pipe and exposed galvanized pipe shall be replaced with copper pipe.

### DRAIN, WASTE, VENT LINES

Repair Standard: Minimum Life: 15 Years

Waste and vent lines must function without losing the trap seal.

Replacement Standard: Minimum Life: 20 Years

PVC replacement lines shall be installed in accordance with the most recently approved version of the mechanical code.

### PLUMBING MINIMUM EQUIPMENT

Repair Standard: Minimum Life: 7 Years

Every dwelling unit shall have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet.

Replacement Standard: Minimum Life: 20 Years

Additional References: Local housing code.

## PLUMBING FIXTURES

Repair Standard: Minimum Life: 7 Years

All fixtures and faucets shall have all working components replaced.

Replacement Standard: Minimum Life: 20 Years

Single lever, metal faucets and shower diverters with 15-year drip-free warranty. Ceramic toilets, double bowl stainless steel sinks, fiberglass tub surrounds and steel enameled 5' tubs.

## WATER HEATERS

Repair Standard: Minimum Life: 5 Years

Each dwelling unit shall have a gas-fired water heater. The minimum capacity for units with two bedrooms or less shall be 30 gallons; larger units shall have a minimum capacity of 40 gallons. Insulation jackets shall be present unless the installation poses a safety concern. Water heaters shall have pressure relief valves with drip legs that extend to within one foot of the floor. Expansion tanks will be included with the installation of new water heaters.

Replacement Standard: Minimum Life: 8 Years

High efficiency, pilot-less, gas-fired water heaters with at least R-7 insulation and an 8-year replacement warranty.

## **XI. HVAC**

### HEATING PLANT

Repair Standard: Minimum Life: 10 Years

Inoperative, hazardous or inefficient (less than 60% AFUE) heating plants shall be repaired and altered to perform at least 75% efficiency. Setback thermostats are required.

Replacement Standard: Minimum Life: 20 Years

Gas- and oil-fired plants shall be rated at 85% AFUE or better. Heat pumps shall be rated at 12 SEER or better. Setback thermostats are required.

### DISTRIBUTION SYSTEM

Repair Standard: Minimum Life: 10 Years

Duct work and radiator piping shall be well supported, insulated in unconditioned space and adequate to maintain 70°F measured 36" off the floor when the outside temperature is -5°F, (the average yearly minimum) in all habitable and essential rooms.

Replacement Standard: Minimum Life: 20 Years

All ductwork shall be insulated to R-4, seams sealed and run in concealed space.

## CHIMNEY REPAIR

Repair Standard: Minimum Life: 15 Years

Unsound chimneys shall be repaired or removed. When chimneys are to be used to combustion ventilation, they shall be relined.

Replacement Standard: Minimum Life: 20 Years

Fireplace flues may not be reconstructed in this program. Replacement furnace flues shall be metal double- or triple-walled recommended by the furnace manufacturer.

## AIR CONDITIONING

Repair Standard: Minimum Life: 3 Years

Air conditioning is beyond the scope of this program except in cases of documented medical need for cooling and/or preventative filtration.

The following parties agree that these standards meet all applicable local and state ordinances and laws, and provide adequate protection against health and safety hazards.

*Housing Code Office:* \_\_\_\_\_

*Health Department :* \_\_\_\_\_

*Plumbing Inspection Dept:* \_\_\_\_\_

*Dept. of Community & Economic Development:* \_\_\_\_\_

*Community Organization:* \_\_\_\_\_

*Our Program:* \_\_\_\_\_

# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

### Original Forms

(8/18/2014)

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**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**PROJECT FILE CHECKLIST**

Property Owner:	Case No:	
Address:		
<b>Date</b>	<b>Description</b>	<b>(Form No.)</b>
	Preapplication Received	<b>(Form 101)</b>
	Eligibility Documentation: <input type="checkbox"/> Ownership <input type="checkbox"/> Income <input type="checkbox"/> Insurance <input type="checkbox"/> Taxes/W&S	
	Interagency Referral Form Mailed to Weatherization Assistance Program	
	Energy Services Application Mailed to EmPower New York	
	Energy Audit Completed (Results in Project File; Copy to Owner)	
	Lead-Based Paint Testing & Risk Assessment Completed (Results in Project File; Copy to Owner)	
	Lead-Based Paint Notification Signed by Property Owner (and Tenants, if applicable)	
	Lead-Based Paint Brochures and Information Materials Delivered to Property Owner	
	Radon Gas Information Materials Delivered to Property Owner	
	Radon Test Kit Retrieved from Property and Mailed to Testing Laboratory	
	Inspection Report Completed	<b>(Form 102)</b>
	Work Write-up Approved by Property Owner	<b>(Form 103)</b>
	Proposal Package Distributed to Contractors	
	Contractor Proposals Received	<b>(Form 104)</b>
	Contractor Selected by Property Owner	<b>(Form 105)</b>
	Application for Assistance Submitted by Property Owner	<b>(Form 106)</b>
	24 CFR Part 35 Applicability Worksheet Completed and in Project File	
	CDBG Financing Approved by Project Review Committee	<b>(Form 106)</b>
	Notification of Rent Limitations Distributed to Tenant(s)	
	Project Agreement Executed	<b>(Form 107)</b>
	Note & Mortgage Signed by Property Owner (hold in file until work is completed)	
	Owner Contribution Deposited in Escrow Account	
	Construction Contract Executed	<b>(Form 108)</b>
	Subcontractor(s) Approved by Property Owner	<b>(Form 109)</b>
	Contractor/Subcontractor Certification of Lead-Based Paint Compliance in Project File	
	Contractor/Subcontractor Insurance Binders in Project File	
	Notice to Proceed Issued by Property Owner	<b>(Form 110)</b>
	Progress Inspection and Payment Authorization	<b>(Form 111, 112)</b>
	Progress Inspection and Payment Authorization	<b>(Form 111, 112)</b>
	Change Order and Funding Adjustment	<b>(Form 113)</b>
	Final Inspection and Payment Authorization	<b>(Form 111, 112)</b>
	Release of Liens and Warranty Signed by Contractor	<b>(Form 114)</b>
	Lead Clearance Achieved (Test Results in Project File)	
	Certificate of Completion from Property Owner	<b>(Form 115)</b>
	Sale and Occupancy Limitation Signed by Property Owner	
	Rent Limitation Signed by Property Owner	
	Final Payment to Contractor	
	Disposition of Funds Report to Property Owner	<b>(Form 116)</b>
	Note & Mortgage Recorded in County Clerk's Office	

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**LEAD-BASED PAINT CHECKLIST**

LBP Compliance Item	Complies: Yes/No	Notes
Project Commitment after 1/10/02	Yes	
Project Exemption Documentation (if applicable)	n/a	
LBP Pamphlet given	Yes	Delivered by the Rehabilitation Specialist at Initial Inspection
Disclosure given to buyer/occupant	Yes	Delivered by Rehabilitation Specialist at Initial Inspection
Visual Assessment or Risk Assessment conducted & in file	Yes	Risk Assessment in the File
Risk Assessment Disclosure to Owner	Yes	Copy of the Risk Assessment delivered to the Property Owner
Scope of work addressed LBP hazards	Yes	Work Writeup in the File
Contractor qualifications/certification	Yes	Attached to Construction Contract
Occupant protections implemented	Yes	Required by "Safe Work Practices"
Clearance Report	Yes	Clearance Report in the File
Clearance Disclosure to Owner	Yes	Copy of the Clearance Report delivered to the Property Owner
If rental, ongoing maintenance procedures	n/a	

# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

### PROGRAM OUTLINE

The purpose of this program is to improve living conditions in Watertown by promoting repair and rehabilitation of the local housing stock. The primary objective is to eliminate conditions that might become hazardous to the health or safety of local residents. Energy conservation improvements, historic preservation and other necessary repairs will also be encouraged whenever work is completed with assistance under this program.

Neighbors of Watertown has been contracted as Program Coordinator to help you identify eligible improvements in your residential property and determine the best way to complete that work. Staff from that organization will also help find qualified local contractors who can complete the improvements needed on your property. Federal regulations and local program guidelines limit eligible improvements to those work items needed to address problems and eliminate code violations or other health and safety threats. Public funds are provided to support those activities; and they cannot be used for general remodeling, additions or other work that is not necessary to address problems in the property. The Program Coordinator will explain the guidelines and identify eligible improvements. However, you will make all decisions about that work. Neither the Program Coordinator nor the City will assume responsibility or liability for the work on your property.

Financial assistance will be available to qualified applicants to help pay the cost of eligible improvements that are completed under this program. In most cases, that financing will be in the form of grants that will not be repaid as long as you comply with all program guidelines. Loans may also be available to help pay the owner's share of the improvement cost if needed.

All residential properties in the City are eligible for assistance under this program. However, preference will be given to those applicants who have the greatest need. You can get on the list for assistance by filing the attached Preapplication with Neighbors of Watertown. The following materials must also be submitted to help us determine your eligibility:

- A copy of the recorded deed for the property to be rehabilitated.
- Proof of income for all adult members of each household occupying the property (see documentation requirements on reverse).
- Proof of payment of all real estate taxes and any other local service charges (ie: water & sewer) for all properties owned by the applicant in Watertown.
- Proof of insurance for the property (homeowner's policy).

The Program Coordinator may request additional information in order to determine your eligibility for assistance under this program. All of the information that you supply will remain strictly confidential.

## INCOME DOCUMENTATION

Eligibility for grant and loan assistance under the Housing Improvement Program is determined on the basis of household size and income. Each applicant must therefore provide complete documentation of all income for every adult member of each household in the property to be rehabilitated. If there are rental apartments in the property, complete income documentation must be provided for each tenant household. The Program Coordinator can assist with those households to assure confidentiality of all income information.

A complete, signed copy of the latest federal tax return with all schedules and attachments (W-2, 1099, etc.) should be provided as basic income documentation. However, the tax return does not document current income; and it might not include some income sources that are not taxable, but which must be considered as part of the household income for this program. Following is an outline of the additional documentation that should be provided for different types and sources of income.

**SALARY or WAGES** - copies of current payroll stubs, statements from employers or other documentation as required to establish the current income for each adult member of the household.

**SOCIAL SECURITY** - a statement of benefits for the preceding year and the current year with copies of current checks to establish the gross benefit (before deductions for Medicare insurance).

**PENSIONS** - statements detailing the payments received during the preceding calendar year and current payments for pensions, IRA's, annuities and any other retirement benefits.

**UNEMPLOYMENT or DISABILITY** - statements detailing the payments received during the preceding calendar year and copies of checks received during the current year for unemployment, disability or worker's compensation. Adjustments may be required to reflect temporary conditions that are not an accurate reflection of the current or potential household income.

**PERSONAL ASSETS** - details of all personal assets including documentation of current values and income generated during the previous year. Income will be projected for the current year and may be imputed for those assets that do not generate current interest or dividends.

**INCOME FROM REAL ESTATE** - details of all income from rental properties owned by the applicant in the City of Watertown or elsewhere. The net amount of that income after deducting actual cash expenses related to each property must be included in the household income.

**BUSINESS INCOME** - details of all income from business activities, including documentation of revenues and expenses must be provided. Net business income will be calculated on a cash basis without deductions for non-cash expenses including depreciation, amortization, etc. Adjustments may be made to offset personal or household expenses charged to the business.

**OTHER INCOME** - details of all income from any other source (eg: alimony, child support, rent supplements, education benefits, lottery payments, etc.) received by or on behalf of any adult member of the household during the preceding calendar year and projected for the current year.

The Program Coordinator will review all income documentation and make a preliminary determination of eligibility for assistance. Additional information may be requested during this review; and updated documentation may be required in order to assure that the correct household income is being used at the time a CDBG financing award is considered. If there is any question about income documentation, the Project Review Committee may request additional information or reject the application for assistance.

# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

### PREAPPLICATION

<b>APPLICANT INFORMATION</b>		Date:	Case No:
Name:		Phone:	
Address:			
Section/Block/Lot No:	Assessment:	Number of Units:	
Address of Property to be Improved (if different):			
Name(s) on Deed for this Property (if different):			
<b>HOUSEHOLD INFORMATION FOR OWNER-OCCUPANT</b>			Family Size:
Please provide the following information about ethnicity and race for your household if you occupy the property to be rehabilitated. This information is required for reports to the U.S. Department of Housing and Urban Development, the federal agency providing funding for this program. It will be used only for those reports.			
<b>Ethnicity:</b> (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		<b>Race:</b> (select one or more) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White	
List the names of all adults in your household who are over the age of eighteen. Provide Income Certifications for each of these people.			Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO
Employer:			
Employer:			
Employer:			
List the names of all children in your household who are under the age of seven. Have any of them been diagnosed with elevated blood level (EBL) for lead?			<input type="checkbox"/> YES <input type="checkbox"/> NO
Age:		EBL:	
Age:		EBL:	
Age:		EBL:	
<b>HOUSING EXPENSES FOR OWNER-OCCUPANT</b>			
Mortgage Principal & Interest Payments	\$	/ month	\$ / year
Real Estate Taxes	\$	/ month	\$ / year
Hazard Insurance Payments	\$	/ month	\$ / year
Total Housing Expenses	\$	/ month	\$ / year

**TENANT INFORMATION**

List the names of all tenants who occupy apartments in this property .  
Provide documentation of Tenant Eligibility for each household.

Attached?  YES  NO

Apt. No: # of Bedrooms:

**PROPOSED IMPROVEMENTS**

List any problems in the property and other improvements proposed for inclusion in the project to be considered for assistance under the Carthage Area Housing Rehabilitation Program:

**PREVIOUS FEDERAL OR STATE ASSISTANCE**

During the past five years, has any work been done at this property with federal or state assistance? If the answer is YES, describe (date, work items, cost):

YES  NO

**CURRENT MORTGAGE FINANCING**

The financing that is available under this program could include a loan that will be secured by a lien on this property. Please list any current mortgage loans that are secured by this property.

Bank:

Amount:

Bank:

Amount:

**APPLICATION AND ACKNOWLEDGMENT**

This Preapplication is being submitted to establish eligibility for assistance under the Housing Improvement Program in Watertown. I understand that additional documentation will be required and give permission for representatives of the City to contact the employers listed above to verify this information.

Signed:

# CITY OF WATERTOWN HOUSING IMPROVEMENT PROGRAM

## TENANT ELIGIBILITY

<b>TENANT INFORMATION</b>	Date:	Case No:		
Name:	Phone:			
Address:	# of Bedrooms:			
<b>HOUSEHOLD INFORMATION</b>	Family Size:			
<p>Please provide the following information about ethnicity and race for your household. This information is required for reports to the U.S. Department of Housing and Urban Development, the federal agency providing funding for this program. It will be used only for those reports.</p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Ethnicity:</b> (select only one)  <input type="checkbox"/> Hispanic or Latino  <input type="checkbox"/> Not Hispanic or Latino             </td> <td style="width: 50%; vertical-align: top;"> <b>Race:</b> (select one or more)  <input type="checkbox"/> American Indian or Alaska Native  <input type="checkbox"/> Asian  <input type="checkbox"/> Black or African American  <input type="checkbox"/> Native Hawaiian or other Pacific Islander  <input type="checkbox"/> White             </td> </tr> </table>			<b>Ethnicity:</b> (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Race:</b> (select one or more) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White
<b>Ethnicity:</b> (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Race:</b> (select one or more) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White			
<p>List the names of all adults in your household who are over the age of eighteen.                  Provide Income Certifications for each of these people. <span style="float: right;">Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO</span></p>				
Employer:				
Employer:				
Employer:				
<p>List the names of all children in your household who are under the age of seven.                  Have any of them been diagnosed with elevated blood level (EBL) for lead? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p>				
Age:		EBL:		
Age:		EBL:		
Age:		EBL:		
<b>HOUSING EXPENSE INFORMATION</b>				
List your current rent and your best estimate of what you pay for utilities in this apartment:				
Rent	\$ / month	\$ / year		
Heat (Gas/Oil/Wood/Electric/Other)	\$ / month	\$ / year		
Power & Lights (National Grid bills)	\$ / month	\$ / year		
Water & Sewer (if you pay for this service)	\$ / month	\$ / year		
<b>Total Rent &amp; Utilities Paid by Tenant</b>	<b>\$ / month</b>	<b>\$ / year</b>		
This information is being submitted to support a Preapplication for assistance under the Housing Improvement Program in Watertown. I understand that additional documentation will be required and give permission for representatives of the City to contact the property owner and/or the employers listed above to verify this information.	Signed: _____			

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**INCOME CERTIFICATION**

Name:	Case No:
Address:	Phone:

This form (including schedules on Page 2) must be completed by each adult (age 18 or older) in any household applying for assistance under the Housing Improvement Program in Watertown.

<b>INCOME SUMMARY</b>	Income from Prior Year	Current Amounts	Projected Income
Salary or Wages, Tips, etc.	\$	\$ / (wk/mo/yr)	\$
Social Security (incl. Medicare)	\$	\$ / (wk/mo/yr)	\$
Pensions or Annuities	\$	\$ / (wk/mo/yr)	\$
Unemployment Compensation	\$	\$ / (wk/mo/yr)	\$
Disability Compensation	\$	\$ / (wk/mo/yr)	\$
Child Support Payments	\$	\$ / (wk/mo/yr)	\$
Other _____	\$	\$ / (wk/mo/yr)	\$
Other _____	\$	\$ / (wk/mo/yr)	\$
Other _____	\$	\$ / (wk/mo/yr)	\$
Personal Assets (Schedule A)	\$		\$
Real Estate Income (Schedule B)	\$		\$
Business Income (Schedule C)	\$		\$
<b>Totals</b>	\$		\$

**CERTIFICATION**

I certify that all of the information on this form and the attached documentation are complete and accurate to the best of my knowledge and belief.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: U.S. Law provides a penalty of \$10,000 fine and 5 years imprisonment for false, fraudulent or misleading statements under this program (U.S.C. Title 18, Section 1001).

**Schedule A - Personal Assets**

	Current Value	Income from Prior Year	Current Amounts	Projected Income *
Bank Accounts & CD's	\$	\$	\$(mo/yr)	\$
Stocks/Bonds	\$	\$	\$(mo/yr)	\$
Real Estate	\$	\$	\$(mo/yr)	\$
Retirement Accounts	\$	\$	\$(mo/yr)	\$
Insurance Policies	\$	\$	\$(mo/yr)	\$
	\$	\$	\$(mo/yr)	\$
	\$	\$	\$(mo/yr)	\$

\* Projected Income will be imputed at the current passbook rate for assets that generate no current income.

**Schedule B - Real Estate Income**

Property Address	Gross Rent	Cash Expenses	Net Income
	\$/month	\$/month	\$

**Schedule C - Business Income**

Income from Business Activities	(Line 3, Schedule C, Form 1040)	\$
Cost of Goods Sold	(Line 4, Schedule C, Form 1040)	\$
Advert., Bad Debts, Car/Truck Fees	(Lines 8-11 Schedule C, Form 1040)	\$
Benefits, Insurance, Interest	(Lines 14-16, Schedule C, Form 1040)	\$
Legal, Professional, Office	(Lines 17-18, Schedule C, Form 1040)	\$
Rent or Lease Expenses	(Line 20, Schedule C, Form 1040)	\$
Repairs, Supplies, Taxes, Entertain.	(Lines 21-24, Schedule C, Form 1040)	\$
Utilities	(Line 25, Schedule C, Form 1040)	\$
Wages	(Line 26, Schedule C, Form 1040)	\$
Other Expenses	(Line 27, Schedule C, Form 1040)	\$
Total Cash Expenses related to Business Activities		\$
<b>Net Business Income</b>		\$

Non-cash expenses (ie: depreciation or amortization) will not be included here; and expenses that are not justified or not directly related to the business activity (eg: personal or household expenses) will be deducted from the amounts listed on the federal tax return.

**CITY OF WATERTOWN**  
**HOUSING IMPROVEMENT PROGRAM**  
**INSPECTION REPORT**

Property Owner:	Case No:
Address:	Inspector:
<b><i>PRIORITY 1 - HEALTH &amp; SAFETY (Code Compliance)</i></b> <span style="float: right;"><i>(Cost Estimate)</i></span>	
<b><i>PRIORITY 2 - ENERGY CONSERVATION &amp; WEATHERIZATION</i></b> <span style="float: right;"><i>(Cost Estimate)</i></span>	
<b><i>PRIORITY 3 - OTHER NECESSARY IMPROVEMENTS</i></b> <span style="float: right;"><i>(Cost Estimate)</i></span>	
<b>“AT-RISK” CERTIFICATION</b>	
Serious code violations are found in the property .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
Lead-based paint hazards are found in the property .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
Asbestos hazards are found in the property .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
Radon hazards are found in the property .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indoor air quality problems are found in the property .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other health or safety problems are found in the property .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
Based on the information outlined above and detailed on the attached Inspection Report, I certify that the subject property is “at-risk” and eligible for assistance under the Housing Improvement Program.	
Rehabilitation Specialist: _____	Date: _____

# Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(Exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Date of Last Inspection (mm/dd/yyyy)	PHA

<b>A. General Information</b>		Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
<b>Inspected Unit</b>	<b>Year Constructed (yyyy)</b>	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
<b>Owner</b>		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

<b>B. Summary Decision On Unit</b> (To be completed after form has been filled out)			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist						
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.		Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
<b>1. Living Room (Continued)</b>						
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes	No	In-	Comment	Final Approval Date (mm/dd/yyyy)
		Pass	Fail	Conc.		
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) ont/Center/Rear _____Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/L (Circle One) Front/Center/Rear _____Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable			
4.10	Smoke Detectors						
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable			
4.10	Smoke Detectors						
<b>5. All Secondary Rooms (Rooms not used for living)</b>							
5.1	None Go to Part 6						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item No.	6. Building Exterior	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					

### 7. Heating and Plumbing

7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					

### 8. General Health and Safety

8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent.  
Check/list any positive features found in relation to the unit.

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability \_\_\_\_\_

**D. Questions to ask the Tenant (Optional)**

1. Does the owner make repairs when asked? Yes  No
2. How many people live there? \_\_\_\_\_
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_\_\_
6. Is there anything else you want to tell us? (specify) Yes  No

**E. Inspection Summary/Comments** (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
Type of Inspection	Initial <input type="checkbox"/>	Special <input type="checkbox"/>	Reinspection <input type="checkbox"/>
Item Number	Reason for "Fail" or "Pass with Comments"		Rating

Continued on additional page  Yes  No

# **CITY OF WATERTOWN HOUSING IMPROVEMENT PROGRAM**

## **LEAD-BASED PAINT NOTIFICATION TO PROPERTY OWNER**

**This property was constructed before 1978. There is a possibility it contains lead-based paint.  
Please read the following information concerning lead-based paint poisoning.**

### **Sources of Lead-Based Paint**

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### **Hazards of Lead-Based Paint**

Lead poisoning is dangerous - especially to children under the age of seven. It can eventually cause mental retardation, blindness and even death.

### **Symptoms of Lead-Based Paint Poisoning**

Ask your tenants if their children have been especially cranky or irritable? Are they eating normally? Do they have stomachaches and vomiting? Do they complain about headaches? Are they unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe children in your property have been exposed to lead-based paint.

### **Advisability and Availability of Blood Lead Level Screening**

If you suspect that children in your property have eaten chips of paint or someone told you this, those children should be taken to the doctor or clinic for testing. If the test shows that those children have an elevated blood lead level, treatment is available. Contact your local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If any children are identified as having an elevated blood lead level, you should notify the Program Coordinator so the necessary steps can be taken to test your property for lead-based paint hazards. If your property does have lead-based paint, you may be eligible for assistance to eliminate that hazard.

## **Precautions to Prevent Lead-Based Paint Poisoning**

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at the walls, ceilings, doors, door frames and window sills in your property. Are there places where the paint is peeling, flaking, chipping or powdering? If so, there are some things you can do immediately to protect the children in your property:

- (a) Cover all furniture and appliances.
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings.
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM.**
- (d) Do not leave paint chips on the floor or in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles.
- (e) Do not allow loose paint to remain within reach of the children in your property since children may pick loose paint off the lower part of the walls.

## **Property Owner Maintenance and Treatment of Lead-Based Paint Hazards**

As a property owner, you should take the necessary steps to keep your property in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your property. Those conditions damage walls and ceilings and cause paint to peel, crack or flake. Those conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainting with two coats of non-lead paint. Instead of scraping and repainting, the surface may be covered with other material such as wallboard, gypsum or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created that may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fumes that may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you, as a property owner, play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

I have received a copy of this notice and the materials listed below. I agree to work with the City of Watertown to identify any lead-based paint hazards in my property.

- Renovate Right - Lead information for Families, Child Care Providers and Schools
- Protect Your Family from Lead in Your Home
- Steps to Lead Safe Renovation, Repair and Painting
- Lead in Your Home: A Parent's Reference Guide

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF WATERTOWN**  
**HOUSING IMPROVEMENT PROGRAM**

**LEAD-BASED PAINT NOTIFICATION TO TENANT**

**This property was constructed before 1978. There is a possibility it contains lead-based paint.  
Please read the following information concerning lead-based paint poisoning.**

**Sources of Lead-Based Paint**

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

**Hazards of Lead-Based Paint**

Lead poisoning is dangerous - especially to children under the age of seven. It can eventually cause mental retardation, blindness and even death.

**Symptoms of Lead-Based Paint Poisoning**

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

**Advisability and Availability of Blood Lead Level Screening**

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should notify the Program Coordinator so the necessary steps can be taken to test your home for lead-based paint hazards. If your home does have lead-based paint, you may be eligible for assistance to eliminate that hazard.

## Precautions to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances.
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings.
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM.**
- (d) Do not leave paint chips on the floor or in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles.
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

## Tenant Maintenance and Treatment of Lead-Based Paint Hazards

As a tenant, you should take the necessary steps to keep your apartment in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your apartment. Those conditions damage walls and ceilings and cause paint to peel, crack or flake. Those conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainting with two coats of non-lead paint. Instead of scraping and repainting, the surface may be covered with other material such as wallboard, gypsum or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created that may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fumes that may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you, as an adult, play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

I have received a copy of this notice and the materials listed below. I agree to work with the City of Watertown to identify any lead-based paint hazards in my apartment.

- Renovate Right - Lead information for Families, Child Care Providers and Schools
- Protect Your Family from Lead in Your Home
- Steps to Lead Safe Renovation, Repair and Painting
- Lead in Your Home: A Parent's Reference Guide

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**NEW YORK STATE  
DIVISION OF HOUSING AND COMMUNITY RENEWAL  
WEATHERIZATION ASSISTANCE PROGRAM**  
Web Site: www.dhcr.state.ny.us  
E-mail address: dhcrinfo@dhcr.state.ny.us

Disposition:  
WHITE - Referring Agency (RA) copy  
YELLOW - Subgrantee copy  
PINK - Returned to RA within 30 days  
GOLDENROD - Returned to RA when work is completed

**Interagency Referral**

Reference Number **Case No. 14-00**

SUBGRANTEE NAME <b>Neighbors of Watertown</b>	DATE
--------------------------------------------------	------

SUBGRANTEE ADDRESS  
**112 Franklin Street, Watertown, NY 13601**

REFERRING AGENCY (Name and Address)  
**Same**

AGENCY REPRESENTATIVE CERTIFYING THIS INFORMATION  
(Print) \_\_\_\_\_ (Signature) \_\_\_\_\_

The individual named below, or a member of the household:

<input type="checkbox"/> Has been informed about the program and understands that the receipt of services will be at no cost to recipient and will not disqualify recipient from any other benefit program.	<input type="checkbox"/> Is eligible for emergency HEAP Benefits
<input type="checkbox"/> Has income at or below HEAP guidelines.	<input type="checkbox"/> Requires emergency priority due to: _____
<input type="checkbox"/> Has or will receive regular benefit HEAP payment for the most recent heating season.	<input type="checkbox"/> Is a voucher fuel priority case
<input type="checkbox"/> Receives Public assistance	<input type="checkbox"/> Has agreed to accept weatherization assistance
<input type="checkbox"/> Receives SSI	<input type="checkbox"/> High Utility Arrearages
<input type="checkbox"/> Receives Food Stamps	<input type="checkbox"/> High fuel bills
<input type="checkbox"/> Is Disabled	<input type="checkbox"/> Has been identified by Utility for service

CLIENT NAME	LANDLORD NAME
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CLIENT ADDRESS	LANDLORD ADDRESS
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CLIENT TELEPHONE NO.	SOCIAL SECURITY NO.	LANDLORD TELEPHONE NO.
----------------------	---------------------	------------------------

PHONE NUMBER AND NAME OF SOMEONE WHO CAN REACH CLIENT	HOUSEHOLD INCOME	HOUSEHOLD SIZE
-------------------------------------------------------	------------------	----------------

HOUSING TYPE

<input type="checkbox"/> Group living	<input type="checkbox"/> Room - private home	<input type="checkbox"/> Single-family
<input type="checkbox"/> Subsidized	<input type="checkbox"/> Room - commercial	<input type="checkbox"/> Multi-family
<input type="checkbox"/> Trailer	<input type="checkbox"/> Owner	<input type="checkbox"/> Renter

**Interagency Referral Response** (Must be returned to Referring Agency named above within 30 working days) DATE \_\_\_\_\_

<input type="checkbox"/> This individual: <input type="checkbox"/> has moved <input type="checkbox"/> is selling the home <input type="checkbox"/> has died <input type="checkbox"/> no longer wants weatherization <input type="checkbox"/> is not eligible for weatherization <input type="checkbox"/> is not a priority for the service <input type="checkbox"/> Attempts to contact this household have been unsuccessful	<input type="checkbox"/> This individual has been contacted and~ <input type="checkbox"/> energy audit will be conducted on or about _____ <input type="checkbox"/> will receive weatherization on or about _____ <input type="checkbox"/> weatherization was completed on _____ <input type="checkbox"/> landlord will not allow service <input type="checkbox"/> dwelling was previously weatherized on _____	Unit: <input type="checkbox"/> will <input type="checkbox"/> will not require additional service <input type="checkbox"/> Client needs the following services: _____ _____ _____
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COMMENTS  
City of Watertown has HOME funding available for single-family owner-occupied households with income below 80% of the HUD-adjusted Median Family Income. Since this applicant might also be eligible for weatherization assistance, we would like to explore the possibility of coordinating our activities with the services that can be provided by the local Weatherization Assistance Program.

REFERRING AGENCY REPRESENTATIVE

TITLE

NY Home Performance with ENERGY STAR provides **income eligible owners of one-to-four unit residential buildings** the opportunity to receive a free or reduced-cost residential energy audit.

To qualify for a free/reduced cost residential energy audit you must (1) own the 1-4 unit residential building, (2) have a total household income at or below the limits indicated below, (3) have not previously received a free/reduced cost audit, and (4) provide a 12-24 month summary of the **electric and heating usage** for the building. New building owners that do not have access to a full year of usage data can provide the partial year with proof of the date of purchase.

Free/reduced cost residential energy audits are available on first-come, first-served basis until funds are fully committed. Applicants that meet the eligibility and supporting documentation requirements will receive a **Reservation Number** along with terms and conditions from the Program. Applicants will have 90 days to have their residential energy audits completed by a Participating Home Performance with ENERGY STAR Contractor. Please complete all required fields, sign and date application.

**Applicant Information**

First Name	Middle Initial	Last Name
Building Address		City County Zip
Mailing Address (if different than the above)		Unit # City County Zip
Home Phone ( ) -	Cell Phone ( ) -	E-mail Address
<input type="checkbox"/> Single Family <input type="checkbox"/> 2-Unit <input type="checkbox"/> 3-Unit <input type="checkbox"/> 4-Unit		Above Grade Conditioned Square Footage of Building

**How did you hear about the Program? (Select one from each line)**

<input type="checkbox"/> Constituency Based Organization	<input type="checkbox"/> Contractor	<input type="checkbox"/> NYSERDA	<input type="checkbox"/> Neighbor/Friends	<input type="checkbox"/> Municipality	<input type="checkbox"/> Energy Smart Coordinator	<input type="checkbox"/> Other	
<input type="checkbox"/> Newspaper	<input type="checkbox"/> Circular / Flyer	<input type="checkbox"/> Home Show	<input type="checkbox"/> Verbal	<input type="checkbox"/> Radio	<input type="checkbox"/> Television	<input type="checkbox"/> Internet	<input type="checkbox"/> Other

**Project Finance Preference?**

Home Performance Loan   
  Home Equity Loan   
  Out-of-Pocket   
  Personal Loan

**Household Income Range (please refer to the NY Home Performance Household Income Chart)**

My total household income is: \_\_\_\_\_

(Households with total income over 400% Area Median Income (AMI) do not qualify)   
 ≤ 200 % AMI   
 ≤ 250 % AMI   
 ≤ 300% AMI   
 ≤ 350% AMI   
 ≤ 400% AMI

**Energy Supplier Information**

Electric Utility \_\_\_\_\_ Account Number: \_\_\_\_\_ Does the Building listed above have central air conditioning? \_\_\_\_\_

Gas Utility \_\_\_\_\_ Account Number: \_\_\_\_\_

Other Fuel Supplier \_\_\_\_\_  Oil  Propane  Other \_\_\_\_\_ Account Number \_\_\_\_\_

**IMPORTANT ENERGY USAGE DATA REQUIREMENT** - You must provide the **electric and primary heating fuel usage** for the building listed above for **12-24 months**. Your energy supplier can provide you with this information. New building owners that do not have access to a full year of usage data can provide the partial year with proof of the date of purchase. Please provide an estimate of the heating fuel purchased over the past year if you obtain heating fuel from various suppliers and/or do not have access to usage data.

**Eligibility Declaration**

I certify that I am the owner of the building listed above and the income of all the persons in my household is not more than the amount shown and that the other information I have given on this form is correct to the best of my knowledge and belief. I understand that my signature on this form gives permission for NYSERDA, or its designee, to verify records necessary to assure my eligibility for a free/reduced cost NY Home Performance with ENERGY STAR residential audit. I understand that if I give false information or withhold information in order to make myself eligible for benefits that I am not entitled to, I can be prosecuted to the fullest extent of the law.

**Applicant's Signature**

**Date**

When complete, please mail, fax, or e-mail the signed application and **supporting energy usage documentation** to:

Please send a copy of my NY Home Performance Energy Audit Reservation Number to the Home Performance Contractor Listed Below:

Mail: **HPwES Energy Audit**  
 PO Box 12129  
 Albany, NY 12212

Fax: (866) 335-6306  
 E-mail: GJGNY-Audit@csgroup.com  
 Questions: (855) 838-7818

Contractor Name \_\_\_\_\_ E-mail Address \_\_\_\_\_

**Household Income Chart**

NY Home Performance with ENERGY STAR Median Family Income 2010						
County Name	Median Household Income	200%	250%	300%	350%	400%
Albany	\$75,500	\$151,000	\$188,750	\$226,500	\$264,250	\$302,000
Allegany	\$49,800	\$99,600	\$124,500	\$149,400	\$174,300	\$199,200
Broome	\$60,400	\$120,800	\$151,000	\$181,200	\$211,400	\$241,600
Cattaraugus	\$51,100	\$102,200	\$127,750	\$153,300	\$178,850	\$204,400
Cayuga	\$59,900	\$119,800	\$149,750	\$179,700	\$209,650	\$239,600
Chautauqua	\$51,400	\$102,800	\$128,500	\$154,200	\$179,900	\$205,600
Chemung	\$57,200	\$114,400	\$143,000	\$171,600	\$200,200	\$228,800
Chenango	\$53,000	\$106,000	\$132,500	\$159,000	\$185,500	\$212,000
Clinton	\$60,600	\$121,200	\$151,500	\$181,800	\$212,100	\$242,400
Columbia	\$65,700	\$131,400	\$164,250	\$197,100	\$229,950	\$262,800
Cortland	\$57,800	\$115,600	\$144,500	\$173,400	\$202,300	\$231,200
Delaware	\$52,500	\$105,000	\$131,250	\$157,500	\$183,750	\$210,000
Dutchess	\$83,400	\$166,800	\$208,500	\$250,200	\$291,900	\$333,600
Erie	\$63,700	\$127,400	\$159,250	\$191,100	\$222,950	\$254,800
Essex	\$55,100	\$110,200	\$137,750	\$165,300	\$192,850	\$220,400
Franklin	\$49,900	\$99,800	\$124,750	\$149,700	\$174,650	\$199,600
Fulton	\$51,700	\$103,400	\$129,250	\$155,100	\$180,950	\$206,800
Genesee	\$61,200	\$122,400	\$153,000	\$183,600	\$214,200	\$244,800
Greene	\$57,200	\$114,400	\$143,000	\$171,600	\$200,200	\$228,800
Hamilton	\$52,600	\$105,200	\$131,500	\$157,800	\$184,100	\$210,400
Herkimer	\$56,400	\$112,800	\$141,000	\$169,200	\$197,400	\$225,600
Jefferson	\$51,600	\$103,200	\$129,000	\$154,800	\$180,600	\$206,400
Lewis	\$51,400	\$102,800	\$128,500	\$154,200	\$179,900	\$205,600
Livingston	\$66,600	\$133,200	\$166,500	\$199,800	\$233,100	\$266,400
<b>Long Island</b>						
Nassau & Suffolk	\$103,600	\$207,200	\$259,000	\$310,800	\$362,600	\$414,400
Madison	\$64,300	\$128,600	\$160,750	\$192,900	\$225,050	\$257,200
Monroe	\$66,600	\$133,200	\$166,500	\$199,800	\$233,100	\$266,400
Montgomery	\$54,100	\$108,200	\$135,250	\$162,300	\$189,350	\$216,400
<b>New York City</b>						
Bronx, Kings, New York, Queens, Richmond	\$62,300	\$124,600	\$155,750	\$186,900	\$218,050	\$249,200
Niagara	\$63,700	\$127,400	\$159,250	\$191,100	\$222,950	\$254,800
Oneida	\$56,400	\$112,800	\$141,000	\$169,200	\$197,400	\$225,600
Onondaga	\$64,300	\$128,600	\$160,750	\$192,900	\$225,050	\$257,200
Ontario	\$66,600	\$133,200	\$166,500	\$199,800	\$233,100	\$266,400
Orange	\$83,400	\$166,800	\$208,500	\$250,200	\$291,900	\$333,600
Orleans	\$66,600	\$133,200	\$166,500	\$199,800	\$233,100	\$266,400
Oswego	\$64,300	\$128,600	\$160,750	\$192,900	\$225,050	\$257,200
Otsego	\$55,100	\$110,200	\$137,750	\$165,300	\$192,850	\$220,400
Putnam	\$62,300	\$124,600	\$155,750	\$186,900	\$218,050	\$249,200
Rensselaer	\$75,500	\$151,000	\$188,750	\$226,500	\$264,250	\$302,000
Rockland	\$101,600	\$203,200	\$254,000	\$304,800	\$355,600	\$406,400
Saratoga	\$75,500	\$151,000	\$188,750	\$226,500	\$264,250	\$302,000
Schenectady	\$75,500	\$151,000	\$188,750	\$226,500	\$264,250	\$302,000
Schoharie	\$75,500	\$151,000	\$188,750	\$226,500	\$264,250	\$302,000

Schuyler	\$54,900	\$109,800	\$137,250	\$164,700	\$192,150	\$219,600
Seneca	\$54,600	\$109,200	\$136,500	\$163,800	\$191,100	\$218,400
St. Lawrence	\$50,500	\$101,000	\$126,250	\$151,500	\$176,750	\$202,000
Steuben	\$54,400	\$108,800	\$136,000	\$163,200	\$190,400	\$217,600
Sullivan	\$57,500	\$115,000	\$143,750	\$172,500	\$201,250	\$230,000
Tioga	\$60,400	\$120,800	\$151,000	\$181,200	\$211,400	\$241,600
Tompkins	\$71,100	\$142,200	\$177,750	\$213,300	\$248,850	\$284,400
Ulster	\$70,100	\$140,200	\$175,250	\$210,300	\$245,350	\$280,400
Warren	\$59,600	\$119,200	\$149,000	\$178,800	\$208,600	\$238,400
Washington	\$59,600	\$119,200	\$149,000	\$178,800	\$208,600	\$238,400
Wayne	\$66,600	\$133,200	\$166,500	\$199,800	\$233,100	\$266,400
Westchester	\$104,700	\$209,400	\$261,750	\$314,100	\$366,450	\$418,800
Wyoming	\$59,200	\$118,400	\$148,000	\$177,600	\$207,200	\$236,800
Yates	\$53,100	\$106,200	\$132,750	\$159,300	\$185,850	\$212,400

**NOTES:**

The NY Home Performance with ENERGY STAR audit fee for single family buildings with less than 3,500 square feet of above grade conditioned space will be \$250 as described in the table below.

**Single Unit NY Home Performance Audit Fees**

Household Income	Cost to Customer	NYSERDA Payment to Contractor
≤ 200% AMI	- 0 -	\$250
201 - 250% AMI	\$50	\$200
251 - 300% AMI	\$100	\$150
301 - 350% AMI	\$150	\$100
351 - 400% AMI	\$200	\$50
> 400% AMI	Market Rate	- 0 -

A residential building with 2-4 dwelling units, or a single unit with greater than 3,500 square feet of above grade conditioned space, will be eligible for a \$400 audit fee as described in the table below.

**2 -4 Units NY Home Performance Audit Fees**

Household Income	Cost to Customer	NYSERDA Payment to Contractor
≤ 200% AMI	- 0 -	\$400
201 - 250% AMI	\$80	\$320
251 - 300% AMI	\$160	\$240
301 - 350% AMI	\$240	\$160
351 - 400% AMI	\$320	\$80
> 400% AMI	Market Rate	- 0 -

**Data Source:** [http://www.huduser.org/portal/datasets/il/il2010/select\\_Geography\\_mfi.odn](http://www.huduser.org/portal/datasets/il/il2010/select_Geography_mfi.odn)

\* NY Home Performance offers financing, energy audits, and workforce development opportunities as part of the Green Jobs-Green NY Act of 2009.

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**WORK WRITEUP**

Property Owner: _____	Case No: _____
Address: _____	
RETURN PROPOSALS TO _____ AT _____ NOT LATER THAN _____	
<p>The contractor shall submit a complete proposal on the attached form listing prices for all items included in the Work Writeup. Prices must include the cost of all materials, labor, permits and other expenses required to complete the work. The property owner may eliminate any item(s) from this scope of work before selecting a contractor for this project.</p> <p>If the contractor wishes to modify any item in the Work Writeup, that change should be detailed on a separate sheet and attached with the proposal. The proposal form must be completed with prices for each work item as specified in the Work Writeup. The property owner may choose either option before accepting a proposal for this project. After the construction contract is executed, change orders will be considered only if unforeseen problems arise and the change is necessary to complete activities included in the contract, to eliminate a hazardous condition or to protect the property from damage.</p> <p>The contractor will be responsible for securing all permits required to complete this work and for compliance with all local or state laws or regulations throughout the course of the project. The general contractor (and each subcontractor) must also provide proof of adequate insurance including builders risk, general liability, workers compensation and disability as required by law.</p> <p>This work is subject to the federal regulations at 24 CFR Part 35, which deal with lead-based paint hazards in residential properties where work is being done with funds from the U.S. Department of Housing and Urban Development (HUD). Any work that disturbs painted surfaces where lead hazards have been identified must be done by contractors who have been trained to use "safe work practices". A clearance test will be done when the project is completed to certify that the work area is free of lead dust that could be a hazard to the occupants.</p>	
<p>I have reviewed the attached Work Writeup and agree with the scope of work proposed for my property. Contractors are asked to call and arrange a convenient time when they can inspect the property in order to prepare their proposals for this project.</p>	
Property Owner: _____	Phone: _____
_____	Date: _____

# **CITY OF WATERTOWN HOUSING IMPROVEMENT PROGRAM**

## **GENERAL CONDITIONS**

Contractors will be considered for participation in this program based on their capabilities and experience as detailed in a Contractor Qualifications Statement (Form 117), which must be submitted to the Program Coordinator for review. The Program Coordinator may request additional information and contact references to determine the contractor's capabilities. Insurance must be carried at all times while work is in progress with at least \$1,000,000 liability coverage plus worker's compensation and disability coverage as required by state law. The contractor will provide a Certificate of Insurance issued by its insurance carrier naming the property owner as "Additional Insured" on the liability policy and indicating that the coverage provided for the property owner is primary and covers both direct and vicarious liability.

The contractor shall indemnify and hold harmless the property owner, the City of Watertown and its employees, consultants and contractors from and against any and all claims, suits, actions, proceedings and any and all resulting damages, losses, costs and expenses of every nature, type and kind including reasonable attorney's fees which claims arise out of the work performed by the contractor, its subcontractors and others who are employed by the contractor or its subcontractors during the course of the project.

Any proposal submitted for this project must cover all items detailed in the Work Writeup. The Contractor Proposal (Form 104) must be completed with a separate price for each work item. Each price must include the cost of all materials, labor, permits and other expenses required to complete the work as detailed in the work writeup. The contractor is advised to inspect the site in order to become familiar with the existing conditions and the proposed work. Failure to visit the site will not relieve the contractor of this obligation to complete the work as specified.

The owner may eliminate any item of work from this project before selecting a contractor. The owner may select any contractor for this project provided the contractor qualifies for participation in the Housing Improvement Program.

The contractor will be responsible for securing all permits required for this work and compliance with all local or state laws or regulations during the course of the work. The contractor will remove all debris from the project site and dispose of those materials in a lawful manner.

The contractor will assure that all workmanship is equal to the best standard practice in the industry and that all materials and equipment are properly installed according to the supplier's specifications. All work must be done by qualified craftsmen working under a competent supervisor who is on the site at all times when the work is in progress. The contractor will guaranty all materials and workmanship for one year after the date of final payment for this work.

No portion of this work may be subcontracted without the written permission of the property owner subject to approval by the Program Coordinator for participation in the Housing Improvement Program.

Payment will be considered only for work items that are completed in place after inspection and approval by the property owner. Invoices and payment documentation should be submitted to the Program Coordinator allowing adequate time for inspections and claims processing through the city auditing process. No payment will be considered for materials stored at the site of the project or elsewhere.

# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

### SAFE WORK PRACTICES

All rehabilitation activities that are completed under this program must comply with the lead-based paint rules established by the U.S. Department of Housing and Urban Development (HUD) and published in the federal register at 24 CFR Part 35. Accordingly, the City has contracted with a licensed risk assessor to inspect this property and identify lead-based paint hazards that must be addressed in the Work Writeup.

Any work that includes lead-based paint hazard reduction activities must be performed by individuals who have been trained to use “safe work practices”. The contractor must provide certificates showing that each person who will be performing this work has received that training.

#### **Safe Work Practices:**

Following is an outline of the “safe work practices” that are required to comply with §35.1350 of the federal regulations:

- a. Work site preparation - Before the work begins, the contractor must seal off the area where work will be done and arrange to have the occupant’s belongings relocated outside the work area or covered with an impermeable covering with all seams and edges taped or otherwise sealed. A sign must be posted at each entry to the work area with a warning that the work may involve lead hazard reduction and prohibiting entry by unauthorized personnel.
- b. Prohibited methods - The following practices must not be used while completing this work: open-flame burning or torching; machine sanding or grinding without HEPA exhaust control; uncontained hydroblasting or high pressure wash; abrasive blasting or sandblasting without HEPA exhaust control; heat guns operating above 1100 °F.; chemical paint strippers containing methylene chloride; dry scraping; or dry sanding.
- c. Daily cleaning - At the end of each work day, the work area must be thoroughly cleaned to remove any dust or debris that may be created by the work activities.
- d. Final cleaning - When the work is completed, the work area must be thoroughly cleaned to eliminate any lead dust hazards that were present before the work was done or may have been created during the course of the project. It is recommended that the work area be cleaned with a vacuum that is equipped with a high efficiency particulate air (HEPA) filter capable of capturing at least 99.97 percent of airborne particles of at least 0.3 micrometers in diameter.

#### **Clearance:**

The contractor will arrange for a final clearance examination, which must be conducted to certify that the work area is free of lead dust according to the standards detailed in §35.1320 of the federal regulations. That clearance examination must be conducted by a licensed inspector who has been approved by the City for this work and their report must be submitted before a final payment authorization will be considered for this project. The contractor will pay for all clearance examinations and that cost must be included in the total price that is proposed for the work included in this project.



**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**PROPOSAL TABULATION**

Property Owner:			Case No:	
Address:				
Contractor	Base Bid	Alternates	Total Bid	Accepted
ESTIMATE BY PROGRAM COORDINATOR				
LOWEST QUALIFIED BIDDER				
LOWEST QUALIFIED BID SUBMITTED			(for Accepted Work Items)	
I have reviewed the proposals tabulated above and selected the following contractor for the work to be done on my property:				
Contractor Selected: _____				
Total Price for Eligible Work Items			(See Attachment)	
(-) Low Bid for Eligible Work Items			(See Attachment)	
Contract Adjustment to be included in EXCESS COST				
I agree to pay the Contract Adjustment above which will be included in the Minimum Owner Contribution for this project.				
Signed: _____			Date: _____	
Property Owner				



**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**CONTRACT ADJUSTMENT**

Property Owner:		Case No:		
Address:		Apartment No:		
<p>Use this form to detail the cost of eligible improvements and calculate the <b>CONTRACT ADJUSTMENT</b> if the contractor selected by the property owner is not the one who submitted the lowest acceptable proposal. Complete a separate sheet for each housing unit; and enter the totals for all units on Form 105.</p>				
<b>(List all Accepted Work Items)</b>		<b>Accepted Proposal</b>	<b>Lowest Proposal</b>	<b>Ineligible Cost</b>
<b>Item #</b>	<b>Description</b>			
<input type="checkbox"/>				
<p><input checked="" type="checkbox"/> Indicates Ineligible Work Items</p>				
<b>TOTAL COST OF ELIGIBLE ITEMS</b>				
<b>LOWEST QUALIFIED BID FOR ELIGIBLE ITEMS</b>				
<b>COST OF ACCEPTED ITEMS NOT ELIGIBLE FOR ASSISTANCE</b>				

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM  
APPLICATION FOR ASSISTANCE**

<b>APPLICANT INFORMATION</b>		Date:		Case No:		
Name:			Phone:			
Address:						
Address of Property to be Improved (if different):						
Number of Residential Units (Apartments) at this Location:						
<b>HOUSEHOLD INFORMATION</b>						
Apt. #	Name of Occupant	Family Size	Household Income	Low/Mod Eligibility (Yes/No)	Female Headed Household	Race
<b>GRANT AND LOAN SUMMARY</b>						
Total Cost of Improvements			(see Attachment, Line E.1)	\$		
CDBG Grant Award			(see Attachment, Line E.4)	\$		
CDBG Loan Authorization			(see Attachment, Line E.6)	\$		
Property Owner Contribution			(see Attachment, Line E.8)	\$		
Monthly Loan Payment			(see Attachment, Line E.9)	\$		
<b>APPLICANT CERTIFICATION</b>						
<p>I certify that all of the information and documentation that has been submitted in support of this application is true and complete to the best of my knowledge and belief.</p>						
Signed: _____			Date: _____			
<p>NOTE: U.S. Law provides a penalty of \$10,000 fine and 5 years imprisonment for false, fraudulent or misleading statements under this Program (U.S.C. Title 18, Section 1001).</p>						

**GRANT AND LOAN RECOMMENDATION**

Review of this application and all supporting documents indicates that the applicant meets the requirements of the Housing Improvement Program and is eligible for the grant and loan assistance detailed above. The applicant has selected a qualified contractor to complete all improvements to the subject property (except those items to be completed by the Self-Help method) and has agreed to the Owner Contribution listed above. We therefore recommend that the CDBG grant and loan assistance requested in this application be approved.

Recommended: \_\_\_\_\_ Date: \_\_\_\_\_  
 Program Coordinator

**REVIEW CHECKLIST**

	The Project is located in the City of Watertown.
	The Project File includes proof of ownership.
	The Project File includes proof of income for each household.
	The Project File includes proof of payment of taxes, water & sewer charges for all properties owned by the applicant in the City of Watertown.
	The Project File includes proof of adequate hazard insurance.
	The Project File includes the Inspection Report.
	The Lead-Based Paint Brochure has been given to the Property Owner and Tenant(s).
	The Project File includes a Risk Assessment for Lead-Based Paint.
	The project File includes an energy audit that was completed for the property.
	The Project File includes the results of a radon test that was completed on the property.
	The Project File includes the Work Write-up and Cost Estimate.
	The Work Writeup is signed by the Property Owner.
	All Contractor Proposals are in the Project File.
	The owner has selected a contractor who is approved for participation in this program.
	The CDBG Grant is calculated separately for each housing unit (see Attachment).
	The CDBG Loan is calculated separately for each housing unit (see Attachment).
	The Owner Contribution includes the Contract Adjustment (see Attachment).
	The Owner Contribution includes the cost of all ineligible work (see Attachment).

**DECISION**

After review of the Project File and the recommendation of the Program Coordinator, the requested grant and loan assistance is approved, subject to execution of the Grant Agreement (Form 107), execution of a Construction Contract (Form 108) for the proposed improvements and receipt by the City of any required Owner Contribution.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Review Committee

FINANCING COMPUTATIONS (Owner-Occupied Property)				
A. Income Eligibility:	Owner	Apt. #2	Apt. #3	Apt. #4
1. Family Size				
2. Annual Household Income				
3. Income Limit (APPENDIX A)				
4. Qualified as Lower Income?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
5. Applicable Median Income		(Line A.3 x 1.250)		
6. Income Ratio		(Line A.2 ÷ Line A.5)		
7. Grant Ratio		(1.500 - Line A.6; not more than 1.000)		
<b>B. Rent Eligibility:</b>				
1. Number of Bedrooms in Unit				
2. Rent Limit (APPENDIX A)				
3. Current Rent				
4. Allowance for Utilities				
5. Housing Expense (B.3+B.4)				
6. Under Rent Limit?		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>C. Financing Computation:</b>				
1. Cost of Accepted Work Items				
2. Ineligible Cost (NO on Line A.4 or B.6)				
3. Cost of Eligible Work (C.1 - C.2)				
4. Low Bid for Eligible Work				
5. Contract Adjustment (C.3 - C.4)				
6. Excess Cost (C.2 + C.5)				
7. Eligible Cost (C.1 - C.6)				
8. Financing Limit (C.7, max. \$25,000)				
9. CDBG Grant Limit (C.8 x A.7)				
10. CDBG Loan Limit (C.8 - C.9)				
<b>D. Allocation of Project Cost:</b>				
1. Total Cost of Improvements		(Total from Line C.1)		
2. Excess Cost		(Total from Line C.6)		
3. Line D.1 - Line D.2		(not less than 0)		
4. CDBG Grant Award		(lesser of Line D.3 or Total from Line C.8)		
5. Line D.3 - Line D.4		(not less than 0)		
6. CDBG Loan Authorization		(lesser of Line D.5 or Total on Line C.10)		
7. Line D.5 - Line D.6		(not less than 0)		
8. Owner Contribution		(Line D.2 + Line D.7)		
<b>E. Loan Repayment Limitation:</b>				
1. Monthly Household Income		(incl.gross rental income from this property)		
2. Housing Expense Limit		(30% of Line E.1)		
3. Monthly Housing Expense		(Mortgage, Taxes, Insurance)		
4. Available for Loan Payments		(Line E.2 - Line E.3)		
5. Total Debt Limit		(36% of Line E.1)		
6. Other Monthly Debt Payments		(Credit Cards, Personal Loans, Auto Loans)		
7. Available for Loan Payments		(Line E.5 - Line E.3 - Line E.6)		
8. Maximum Monthly Payment		(lesser of Line E.4 or Line E.7)		
9. Formula Loan Payment		(Line D.6 x 0.01667)		
10. Monthly Loan Payment		(lesser of Line E.8 or Line E.9)		

**FINANCING COMPUTATIONS (Rental Property)**

<b>A. Income Eligibility:</b>	<b>Apt. #1</b>	<b>Apt. #2</b>	<b>Apt. #3</b>	<b>Apt. #4</b>
1. Family Size				
2. Annual Household Income				
3. Applicable Income Limit				
4. Qualified as Lower Income?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
5. Grant Ratio	0.500 / 0.000	0.500 / 0.000	0.500 / 0.000	0.500 / 0.000
<b>B. Rent Eligibility:</b>				
1. Number of Bedrooms in Unit				
2. Rent Limit (APPENDIX A)				
3. Current Rent				
4. Utility Allowance				
5. Housing Expense (B.3+B.4)				
6. Under Current Rent Limit?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>C. Financing Computation:</b>				
1. Cost of Accepted Work Items				
2. Ineligible Cost (NO on Line A.4 or B.6)				
3. Eligible Work Items (C.1 - C.2)				
4. Low Bid for Eligible Work Items				
5. Contract Adjustment (C.3 - C.4)				
6. Excess Cost (C.2 + C.5)				
7. Eligible Cost (C.1 - C.6)				
8. CDBG Limit (C.7, max. \$25,000)				
9. CDBG Grant Limit (C.8 x A.5)				
10. Loan Eligibility (Is A.2 < A.3)	<input type="checkbox"/> YES <input type="checkbox"/> NO			
11. CDBG Loan Limit (C.8 - C.9)				
<b>D. Allocation of Project Cost:</b>				
1. Total Cost of Improvements		(total from Line C.1)		
2. Excess Cost		(total from Line C.6)		
3. Line D.1 - Line D.2		(not less than 0)		
4. CDBG Grant Award		(lesser of Line D.3 or Total from Line C.8)		
5. Line D.3 - Line D.4		(not less than 0)		
6. CDBG Loan Authorization		(lesser of Line D.5 or Total from Line C.11)		
7. Line D.5 - Line D.6		(not less than 0)		
8. Owner Contribution		(Line D.2 + Line D.7)		
9. Formula Monthly Loan Payment		(Line D.6 x 0.01667)		

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**TENANT NOTIFICATION OF RENT LIMITATIONS**

Property Owner:	Date:	
Address:		
Tenant:	Apt. No:	
<b>CURRENT HOUSING EXPENSES</b>		
Current Rent	\$ /month	
Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Cooking (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Other Electric	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Water Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
<b>Total Rent &amp; Utility Allowances</b>	<b>\$ /month</b>	
High HOME Rent Limit ( ___ Bedroom Unit)	\$ /month	
<p>Section 6.4 of the guidelines for the Housing Improvement Program requires that rental apartments in properties where improvements are made with assistance under this program must be rented to qualified lower income families for five years after all work is completed. During that time period, rents (including an allowance for utilities paid by the tenant) may not exceed the current Fair Market Rent established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Existing Housing Rental Assistance Program.</p> <p>The rent and utility allowances for this apartment are listed above. The current Rent Limit is also listed. The total rent and allowances for utilities paid by the tenant should not exceed the Rent Limit. Contact the City if you believe this information is not correct.</p> <p>Rent limits are adjusted by HUD each year to adjust for changes in household income. Future rent increases are permitted as long as the total rent and allowances for utilities paid by the tenant do not exceed the rent limits that are in effect at the time. If you believe your rent has been increased beyond the allowed limits, you should contact your landlord and ask for an explanation. If you are not satisfied, you may contact the City and they will investigate to determine if this requirement is being satisfied.</p>		
<p>I acknowledge receipt of this notification and understand that my apartment is subject to rent limitations for five years after completion of the improvements on this property.</p>		
<p>Signed: _____ (Tenant) Date: _____</p>		

## 24 CFR Part 35 Applicability Worksheet

DIRECTIONS: This worksheet should be placed in the project file for any residential property that is assisted Federal funds. Part I should be completed for all projects. Part 2 and 3 should be completed for non-exempt rehabilitation projects.

Street Address: \_\_\_\_\_ Unit \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Part 1: Full Exemptions from All Requirements of 24 CFR Part 35 (The Lead Regulation)

*If the answer to any of the following questions is "yes", the property is exempt from the requirements of 24 CFR Part 35 per the regulatory citation.*

- Was the property constructed after January 1, 1978? [35.115(a)(1)]  YES  NO
- Is this a zero-bedroom unit? (e.g, SRO, efficiency) [35.115(a)(2)]  YES  NO
- Is this dedicated elderly<sup>1</sup> housing? (i.e. over age 62) [35.115(a)(3)]  YES  NO
- Is this housing dedicated for persons with disabilities<sup>2</sup>? [35.115(a)(3)]  YES  NO
- Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)]  YES  NO
  - The date of the original paint inspection was \_\_\_\_\_
  - (Optional) Confirmatory paint inspection conducted on \_\_\_\_\_
- Has **ALL** lead-based paint in the property been identified and removed, and clearance achieved? [35.115(a)(5)]  YES  NO
- Is the vacant unit to remain vacant until it is demolished? [35.115(a)(6)]  YES  NO
- Is the property used for non-residential purposes (commercial, agricultural, industrial, public)<sup>3</sup>? [35.115(a)(7)]  YES  NO
- Will **ALL** rehab **exclude** disturbing painted surfaces? [35.115(a)(8)]  YES  NO
- Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)]  YES  NO
- Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household?<sup>4</sup> [35.115(a)(11)]  YES  NO

**Part 2: Hazard Reduction Requirements - Partial Waivers**

---

*If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.*

De minimis [35.1350(d)(1) & (2)]

• Is the amount of painted surface that is being disturbed during construction below "de minimis" levels? If so, safe work practices and clearance are not required in that work area.

- Less than 9 SF of bare soil?  YES  NO
- Less than 20 square feet on an exterior surface  YES  NO
- Less than 2 square feet in the following rooms:

\_\_\_\_\_

\_\_\_\_\_

Elderly Relocation Waiver [Interpretive Guidance Question J-24]

• Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.

YES  NO

Historic Abatement Waiver [35.115(13)]

• Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement.

YES  NO

No Exterior Work [35.930(d)(3)]

• Is no exterior paint to be disturbed during renovation?

YES  NO

(Only exterior stabilization required even in abatement jobs.)

No Children [35-1330(d)(1)]

• Are all of the residents over the age of 6?

YES  NO

(No chewable or play area treatments required under interim controls.)

No Bite Marks [35.1330(d)(1)]

• Are all chewable surfaces free of bite marks made by children under 6?

YES  NO

(No chewable surface treatment required under interim controls)

No Dust Hazards [35.1330(c)(1)(i)]

• Is the closest horizontal surface dust wipe below the clearance threshold?

YES  NO

(No friction and impact surface interim control treatments required in the following work areas:

\_\_\_\_\_ )



- 
- <sup>1</sup> Defined as retirement communities or dedicated types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.
  - <sup>2</sup> The housing must be designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.
  - <sup>3</sup> In a mixed-use property, spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses are not exempt.
  - <sup>4</sup> When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**PROJECT AGREEMENT**

**THIS AGREEMENT**, between \_\_\_\_\_ (the "Owner") and the City of Watertown (the "City") details the mutual understandings of the parties regarding improvements to be made by the Owner under the local Housing Improvement Program (the "Program") on the property located at:

\_\_\_\_\_

The Guidelines and Administrative Procedures that were adopted by the City Council on August 18, 2014 and all other documents included in the project file are hereby incorporated in and made a part of this Agreement.

**I. REHABILITATION IMPROVEMENTS**

The Owner will complete the improvements detailed in the Work Writeup (Form 104) working with contractors who are acceptable to the City. During the course of this work, the Owner will work with representatives of the City to assure that all improvements are completed in compliance with the guidelines established for the Program and other requirements of the State of New York or the U.S. Department of Housing and Urban Development.

**II. HOME FINANCING ASSISTANCE**

Subject to compliance by the Owner with the guidelines and procedures established for this Program, the following financing plan has been approved by the Project Review Committee for this project:

CDBG Grant Award	\$
CDBG Loan Authorization	\$
Owner Contribution	\$
Total Project Cost	\$

All payments for work completed under this Program will be made by checks payable to the Owner and the contractor who has been approved for that work. Payments will be made only for work that is completed and in place after approval by the Owner and by the Program Coordinator.

**A.** The Owner Contribution must be deposited in an escrow account established by the City before any work may begin on this project. Those funds will be used before any other funds are advanced for this project.

**B.** Grant and loan funds will be advanced for progress payments to the contractor until the total of all progress payments equals 75% of the Total Project Cost. All such advances will require approval by the Owner and the Program Coordinator after inspection of the work in place.

**C.** Final payment will be made only after all work has been completed and approved by the Owner and the Program Coordinator. Before the final payment is made, the Owner will sign a Certificate of Satisfactory Completion (Form 115) and provide a copy of the contractor's Release of Liens and Warranty (Form 114). At the same time, the Program Coordinator will supply a Disposition of Funds Report (Form 116) to the Owner detailing all payments that have been made during the course of the project.

**III. LOAN REPAYMENTS**

The Owner agrees to repay the CDBG loan in 60 monthly installments of \$\_\_\_\_\_ beginning 30 days after the final payment under this Agreement. That payment is calculated as 1/60th of the CDBG loan. Prepayments will be accepted at any time. A \$10.00 Service Charge will be added for any installment not received within 10 days after the due date; and the City may, at its option, demand repayment of the outstanding loan balance if any payment is more than 30 days overdue. The Owner agrees to pay all costs of collection including reasonable legal fees in the event the City is forced to pursue legal action in order to secure repayment of this loan.

**IV. SECURITY**

A Note and Mortgage will be executed and recorded in the Office of the Jefferson County Clerk to secure the CDBG loan with a lien that is subordinate only to existing liens on the property, which include:

A \$ \_\_\_\_\_ Mortgage given to \_\_\_\_\_

A \$ \_\_\_\_\_ Mortgage given to \_\_\_\_\_

**V. CONDITIONS**

**A. Sale Limitation:** If this property is sold or transferred or, in the case of owner-occupied property, if the Owner ceases to occupy it as a principal residence during the five years after the final payment under this Agreement, the CDBG loan must be repaid immediately and a portion of the CDBG grant must be repaid as follows: 100% during the first year; and declining at 20% each year so that no repayment will be required after five years.

**B. Rent Limitation:** The following chart lists the current occupants and the monthly rent charged for each rental apartment in the property (including an allowance for the cost of utilities that are paid by each tenant). The chart also lists the current Rent Limit for each apartment based on the Fair Market Rents established by HUD.

Apt #	Occupant	Current Rent	Allowance for Utilities	Rent Limit
		\$ /month	\$ total/month	\$
		\$ /month	\$ total/month	\$
		\$ /month	\$ total/month	\$
		\$ /month	\$ total/month	\$

For a period of five years after the final payment is made under this Agreement, any apartment where work was completed with CDBG financing must be rented to a qualified lower income tenant with the rent (including the utility allowance) not to exceed the Fair Market Rent Limit established by HUD. If any violation of this condition is not corrected within 30 days after receipt of a written notice from the City, the balance of the CDBG loan (if any) plus a portion of the CDBG grant must be repaid to the City as detailed in Section V.A above.

**VI. CERTIFICATIONS**

**A. Eligibility for Assistance -** All information and documentation that has been provided to establish eligibility and to calculate the amount of CDBG grant and loan assistance under this Program is complete and accurate and there have been no changes that affect this project.

**B. Civil Rights Compliance -** There will be no discrimination on the basis of race, color, creed, national origin, sex, age, handicap or family status in the sale, lease, rental, or the use or occupancy of the property to be improved under this Program.

**C. Lead-Based Paint Hazards -** The work included in this project will not disturb existing painted surfaces in excess of the de minimis limitations detailed in §35.1350(d) of the HUD Lead Safe Housing Rule (24 CFR Part 35), unless that work will be completed by qualified contractors who are trained to use "safe work practices" that will not create a hazard for young children in the property.

**D. Conflict of Interest -** No officer, employee or agent of the City who exercises any control or influence in connection with this Program will have any interest, direct or indirect, in the work to be done on this property or in any contract related to this project. No member or delegate to the Congress of the United States shall have any interest in or derive any benefit from this project.

**VII. MODIFICATION**

This Agreement and related documents in the project file include all of the understandings of the parties regarding the improvements to be made on the property with CDBG grant and loan financing under the Housing Improvement Program. The terms and conditions may be modified only by written agreement. Any adjustment of the amount of grant or loan assistance or the scope of work included in the project must be approved by the Project Review Committee on the basis of a Change Order that is accepted by the Owner and the contractor and recommended by the Program Coordinator.

**VIII. TERMINATION**

This Agreement may be terminated by the City if the Owner fails to satisfy any of the terms or conditions detailed above or fails to comply with the program guidelines and procedures during the course of the project. In the event of such termination, the Owner may be required to reimburse any CDBG grant funds and repay any CDBG loan funds that have been advanced by the City. After the project is completed, this Agreement may not be terminated for a period of five years unless the Owner repays any outstanding CDBG loan balance and a portion of the CDBG grant as detailed in Section V.A. Notwithstanding this provision, however, the City may waive these requirements in special circumstances that create a hardship for the Owner, provided those circumstances are beyond the control of the Owner and neither the Owner nor its heirs will benefit financially from such a waiver.

IN WITNESS WHEREOF, this Agreement has been executed on the date written below.

OWNER:

PROJECT REVIEW COMMITTEE:

\_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_



**CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM—THIS FORM SHOULD BE USED BY LAWYERS ONLY.**

### NOTE AND MORTGAGE

\$.....

Date.....

**Parties**

Mortgagor

Mortgagee  
Address

**Promise  
to pay  
principal  
amount (debt)  
interest  
payments**

Mortgagor promises to pay to Mortgagee or order the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) with interest at the rate of \_\_\_\_\_ % per year from the date above until the debt is paid in full. Mortgagor will pay the debt as follows:

**Application  
of payments**

The Mortgagee will apply each payment first to interest charges and then to repayment of the debt.

**Address  
for payment**

Payment shall be made at Mortgagee's address above or at any other address Mortgagee directs.

**Transfer of  
rights in  
the Property**

**Additional promises and agreements of the Mortgagor:**

1. The Mortgagor hereby mortgages to the Mortgagee the Property described in this Note and Mortgage. Mortgagor can lose the Property for failure to keep the promises in this Note and Mortgage.
2. The Property mortgaged (the "Property") is All

**Property  
Mortgaged**

**Future  
advances**

3. The Mortgagee may make advances in the future to the Mortgagor or future owners of the Property. In addition to the above Debt this Note and Mortgage is intended to secure any more debts now or in the future owed by the Mortgagor to the Mortgagee. The principal amount of the above Debt shall be the maximum amount of debt secured by this Note and Mortgage. Mortgagee is not obligated to make future advances.

Insurance  
 Maintenance  
 No sale or alteration  
 Taxes, etc.  
 Mortgagee's right to cure  
 Statement of the amount due  
 Title  
 Lien law section 13  
 Default, when full amount of debt due immediately  
 Sale  
 Receiver  
 Payment of rent and eviction after Default  
 Applicable law  
 No oral changes  
 Notices  
 Who is bound  
 Signatures

4. Mortgagor will keep the buildings on the Property in good repair and shall not exceed the standard form of extended coverage insurance. The amount shall be approved by Mortgagee, but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the building insured Mortgagee may obtain the insurance. Within 30 days after notice and demand, Mortgagor must insure the Property against war risk and any other risk reasonably required by Mortgagee.

5. Mortgagor will keep the Property in reasonably good repair.

6. The Mortgagor may not, without the consent of Mortgagee, (a) alter, demolish or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it.

7. Mortgagor will pay all taxes, assessments, sewer rents or water rates within 30 days after they are due. Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.

8. Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 4 and 7 of this Mortgage. Payments made by Mortgagee together with interest at the rate provided in this Note and Mortgage from the date paid until the date of repayment shall be added to the Debt and secured by this Mortgage. Mortgagor shall repay Mortgagee with interest within 10 days after demand.

9. Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this Note and Mortgage and whether there are any offsets or defenses against the Debt.

10. Mortgagor warrants the title to the Property. Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the Property is claimed by others.

11. Mortgagor will receive the advances secured by this Note and Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvements. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the total of the advances for any other purpose.

12. Mortgagee may declare the full amount of the Debt to be due and payable immediately for any default. The following are defaults:  
 (a) Mortgagor fails to make any payment required by this Note and Mortgage within 15 days of its due date.  
 (b) Mortgagor fails to keep any other promise or agreement in this Note and Mortgage within the time set forth, or if no time is set forth, within a reasonable time after notice is given that Mortgagor is in Default.

13. If Mortgagor defaults under this Note and Mortgage and the Property is to be sold at a foreclosure sale, the Property may be sold in one parcel.

14. If Mortgagee sues to foreclose the Note and Mortgage, Mortgagee shall have the right to have a receiver appointed to take control of the Property.

15. If there is a Default under this Note and Mortgage, Mortgagor must pay monthly in advance to Mortgagee, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Mortgagor. If Mortgagor does not pay the rent when due, Mortgagor will vacate and surrender the Property to Mortgagee or to the receiver. Mortgagor may be evicted by summary proceedings or other court proceedings.

16. Mortgagee shall have all the rights set forth in Section 254 of the New York Real Property Law in addition to Mortgagee's rights set forth in this Note and Mortgage, even if the rights are different from each other.

17. This Note and Mortgage may not be changed or ended orally.

18. Notices, demands or requests may be in writing and may be delivered in person or sent by mail.

19. If there are more than one Mortgagor each shall be separately liable. The words "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Mortgagor or Mortgagee the words "Mortgagor" and "Mortgagee" used in this Mortgage includes them.

Mortgagor has signed this Note and Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR.....

State of New York, County of

SS.: ACKNOWLEDGMENT RPL309-a (Do not use outside New York State)

On \_\_\_\_\_ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Note and Mortgage

TO

Dated,

STATE OF NEW YORK

County of

RECORDED ON THE

day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
 in Liber \_\_\_\_\_ of Mortgages  
 at Page \_\_\_\_\_ and examined

CLERK



**III. CHANGE ORDERS**

This Agreement may be modified only by written agreement between the parties subject to approval by the Program Coordinator. Any modification of the Scope of Work or the Contract Price requires a written Change Order accepted by the Owner and Contractor and approved by the Project Review Committee. Any request for a Change Order must be accompanied by a written proposal detailing the proposed modification of the Scope of Work and the adjustment of the Contract Price (if any) that will be required for that modification.

**IV. CONDITIONS**

**A. Permits:** The Contractor will secure all permits required for the work covered by this Agreement without additional cost to the Owner; and such permits will be maintained in force during the course of this project.

**B. Insurance:** The Contractor will furnish evidence of comprehensive general liability insurance with minimum coverage of One Million Dollars (\$1,000,000); and such insurance will be maintained in force during the course of this project. In addition, the Contractor must show evidence that he has adequate workers compensation and disability benefits insurance as required by New York State Law. A Certificate of Insurance issued by the Contractor's insurance carrier must name the property owner as "Additional Insured" on the liability policy and indicate that the coverage provided for the property owner is primary and covers both direct and vicarious liability.

**C. Indemnification:** The Contractor shall indemnify and hold harmless the property owner, the City of Watertown and its employees, consultants and contractors from and against any and all claims, suits, actions, proceedings and any and all resulting damages, losses, costs and expenses of every nature, type and kind including reasonable attorney's fees which claims arise out of the work performed by the Contractor, its subcontractors and others who are employed by the Contractor or its subcontractors during the course of the project.

**D. Warranty:** The Contractor will guaranty all materials and workmanship for a period of one year after the date of final payment for all work performed under this Agreement.

**E. Subcontractors:** This Agreement may not be assigned in whole or in part without the written consent of the Owner after approval by the Program Coordinator. Any subcontractor must be accepted by the Program Coordinator as a qualified contractor approved for work under the Program.

**F. Notice to Proceed:** No work may begin under this Agreement until the Contractor receives a written Notice to Proceed from the Owner specifying the date when the work must begin and the time period allowed to complete all activities in this project.

**V. CERTIFICATIONS**

**A. Civil Rights Compliance:** There will be no discrimination on the basis of race, color, creed, national origin, sex, age handicap or family status in recruitment, training or employment in connection with this project.

**B. Lead-Based Paint Hazards -** The work included in this project will not disturb existing painted surfaces in excess of the de minimis limitations detailed in §35.1350(d) of the HUD Lead Safe Housing Rule (24 CFR Part 35), unless those surfaces have been tested by an inspector who has been certified by EPA to do lead-based paint inspections and any work that will disturb lead-based paint in excess of the de minimis limitations will be completed by a contractor who has been certified by EPA to do that work.

**C. Conflict of Interest:** No officer, employee or agent of the City who exercises control or influence in connection with this Program will have any interest in the work covered by this Agreement. No member or delegate to the Congress of the United States will have any interest in or derive benefit from this Agreement.

**VI. TERMINATION**

This Agreement may be terminated by the Owner without cause during the three days following its execution, and after that time, with ten days written notice if the Contractor fails to perform in accordance with the terms and conditions detailed above or in the Work Writeup. The written notice shall detail the reasons for termination and specify the actions required to remedy those problems. If all problems are not corrected within ten days, the Owner may arrange for another contractor to complete the work covered by this Agreement. The balance of the Contract Price that remains unpaid will be applied to the cost of completing this work. Any portion of that balance remaining after completion of the work will be paid to the Contractor; and the Owner may seek reimbursement from the Contractor for any excess cost incurred to complete the work following termination.

IN WITNESS WHEREOF, this Agreement has been executed on the date written below.

OWNER:

CONTRACTOR:

\_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF WATERTOWN**  
**HOUSING IMPROVEMENT PROGRAM**

**Contractor Certification of Compliance with 24 CFR Part 35**

The undersigned contractor acknowledges that rehabilitation work to be performed with funding under the local Housing Improvement Program is subject to federal regulations published at 24 CFR Part 35, otherwise known as the Federal Lead-Based Paint Hazard Rule.

The work to be performed is classified as Interim Control work, the standards for which have been defined at 24 CFR 35.1330 and include:

- Protection of occupants and their belongings during the performance of any lead-based paint hazard control work;
- Use of “safe work practices” to contain the hazard and protect workers;
- All persons performing Interim Control activities or entering an interim control worksite (defined as the immediate vicinity of a lead hazard control activity) must be trained in “safe work practices” or must be supervised by a certified abatement supervisor;
- Completion of hazard reduction work in compliance with Interim Control work practices at 24 CFR 35.1330; and
- Clearance of the Interim Control work sites before other rehabilitation work or re-occupancy of the work site is permitted.

The undersigned certifies that all work will be completed in compliance with these regulations, and that records will be maintained for five years to document compliance. The local Program Coordinator, and representatives of New York State or the U.S. Department of Housing and Urban Development will be granted access to these records for purposes of monitoring compliance with the Rule.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM  
SUBCONTRACTOR APPROVAL**

Property Owner:	Case No:
Address:	
Contractor:	
<p>The property owner and the contractor have executed a Construction Contract that is dated _____ for improvements to be made with assistance under the Housing Improvement Program. The contractor has proposed that a portion of that work will be completed by the subcontractor named below:</p>	
Subcontractor Name:	
Business Address:	
Contact Person:	Telephone:
<b>Item #</b>	<b>Description</b>
<p>It is understood that the primary contractor will retain full responsibility for all work performed by the subcontractor, will assure that the work is completed in compliance with the Work Writeup and the construction contract, and will guaranty that work as detailed in the construction contract. The primary contractor will be responsible for all costs incurred by the subcontractor who will not be entitled to claim payment from the property owner or the City of Watertown for this work.</p>	
<p>The subcontractor has been approved for participation in the Housing Improvement Program based on information presented in the Contractor's Qualification Statement (Form 117).</p>	
<p>Program Coordinator: _____ Date: _____</p>	
<p>I authorize the contractor to assign the work item(s) listed above to this subcontractor subject to approval by the Program Coordinator.</p>	
<p>Property Owner: _____ Date: _____</p>	

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**NOTICE TO PROCEED**

Property Owner:	Case No:
Address:	Telephone:
Contractor:	Telephone:
Address:	
Contract Dated:	
<p>You are hereby authorized to proceed with the work listed in our Construction Contract (Form 108). We have agreed that you will begin working and complete all improvements within the time periods listed below. It is understood that failure to complete this work in a timely manner may be grounds for termination of our contract.</p>	
The work will begin not later than this date:	
All work will be completed by this date:	
<p>Subcontractor(s) must be authorized in writing (Form 109) before they are permitted to work on this project. That authorization will not be given until the subcontractor has been approved by the Program Coordinator for participation in the Housing Improvement Program based on a review of Contractor Qualifications (Form 117).</p> <p>According to the terms of our contract, progress payments can be made for work items that are completed in place. Such payments will be considered after receipt of your written claim subject to inspection by the Program Coordinator and approval by the City in its regular monthly audit process. An amount equal to 10% of each payment will be withheld until all work is completed; and the total of all progress payments cannot exceed 75% of the contract price.</p> <p>No deviation from the Work Writeup (Form 103) will be permitted without specific authorization and a Change Order which must be approved by the City. It is understood that changes will generally not be considered except for unforeseen problems which must be addressed in order to complete work items that are included in this project.</p>	
<p>Signed: _____ Date: _____</p> <p style="text-align: center;">Property Owner</p>	



**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**AUTHORIZATION FOR PROGRESS PAYMENT**

Property Owner:	Case No:		
Address:			
<b>COMPUTATION OF PROGRESS PAYMENT:</b>			
1. Total Authorized Contract Price			
2. Value of Completed Work Items (from Inspection Report)			
3. Retainage (10% of Amount on Line 2)			
4. Total Amount Now Due (Line 2 - Line 3)			
5. Maximum Progress Payments (75% of Amount on Line 1)			
6. Payment Limit (lesser of Amounts on Line 4 and Line 5)			
7. Total Progress Payments to Date			
8. Balance Payable Now (Line 6 - Line 7)			
<b>ALLOCATION OF PROGRESS PAYMENT:</b>			
<b>Source of Funds:</b>	<b>Owner</b>	<b>CDBG Loan</b>	<b>CDBG Grant</b>
1. Total Authorized Funding			
2. Payments Made to Date			
3. Balance Available for Payment			
4. Allocation of Current Payment			
<b>AUTHORIZATION FOR PROGRESS PAYMENT:</b>			
<p>I have inspected the subject property and agree that the work items checked on the attached Inspection Report (Form 111) have been completed according to the Construction Contract (Form 108) and Work Writeup (Form 103).</p>			
Program Coordinator: _____		Date: _____	
<p>I have inspected the work completed on my property to date and authorize the payment detailed above according to the terms of my Project Agreement (Form 107) and the Construction Contract (Form 108).</p>			
Property Owner: _____		Date: _____	

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**AUTHORIZATION FOR FINAL PAYMENT**

Property Owner:	Case No:		
Address:			
<b>COMPUTATION OF FINAL PAYMENT:</b>			
1. Original Contract Price			
2. Adjustment for Approved Change Orders (+ or -)			
3. Final Contract Price			
4. Deduction for Credits or Penalties			
5. Total Amount Now Due (Line 3 - Line 4)			
6. Total Progress Payments to Date			
7. Balance Payable Now (Line 5 - Line 6)			
<b>ALLOCATION OF PROGRESS PAYMENT:</b>			
<b>Source of Funds:</b>	<b>Owner</b>	<b>CDBG loan</b>	<b>CDBG Grant</b>
1. Total Authorized Funding			
2. Payments Made to Date			
3. Balance Available for Payment			
4. Allocation of Current Payment			
<b>AUTHORIZATION FOR FINAL PAYMENT:</b>			
<p>I have inspected the subject property and agree that all work items included in the Construction Contract (Form 108) have been completed according to the Work Writeup (Form 103). The contractor has delivered all manuals and manufacturer's warranty materials to the property owner and signed the Release of Liens and Warranty (Form 114).</p>			
Program Coordinator: _____		Date: _____	
<p>I have inspected the work completed on my property. All work items included in the Construction Contract (Form 108) have been completed and I am satisfied with the workmanship and materials. I authorize the final payment detailed above according to the terms of my Project Agreement (Form 107).</p>			
Property Owner: _____		Date: _____	

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**CHANGE ORDER**

Project Location:	Case No:		
Property Owner:			
Contractor:			
<p>This change order amends our Construction Contract dated _____ for rehabilitation improvements being made at the project location listed above according to the proposal submitted by the contractor (attached). The contract price will be adjusted as detailed below subject to approval by the Project Review Committee. All other terms and conditions of the contract remain unchanged.</p>			
Description of Proposed Change:			
Proposed Increase (Decrease) in the Contract Price: \$ _____			
Contractor: _____ Date: _____			
Property Owner: _____ Date: _____			
<p>After review of the proposed change order and revised financing computations (attached), I recommend approval of the funding adjustment detailed below.</p>			
Program Coordinator: _____ Date: _____			
<b>FUNDING ADJUSTMENT:</b>	<b>Owner</b>	<b>CDBG Loan</b>	<b>CDBG Grant</b>
1. Total Authorized Funding			
2. Amount of this Change			
3. Adjusted Funding Allocation			
<p>The proposed funding adjustment is approved based on the recommendation of the Program Coordinator:</p>			
Project Review Committee: _____ Date: _____			

**REVISED FINANCING COMPUTATIONS (Owner-Occupied Property)**

<b>A. Eligibility:</b>	<b>Owner</b>	<b>Apt. #1</b>	<b>Apt. #2</b>	<b>Apt. #3</b>
1. Proposed Change Order (+ or -)				
2. Eligible Cost in Change Order				
3. Ineligible Cost in Change Order				
4. Qualified as Lower Income?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
5. Under Current Rent Limit?		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. Grant Eligibility Ratio		(see Attachment to Form 106, Line A.7)		
<b>B. Financing Computation:</b>				
1. Cost of Accepted Work Items				
2. Revised Cost (B.1 +/- A.1)				
3. Original Contract Adjustment				
4. Original Ineligible Cost				
5. Revised Ineligible Cost (B.4 +/- A.3)				
6. Revised Excess Cost (B.3 + B.5)				
7. Revised Eligible Cost (B.2 - B.6)				
8. Financing Limit (B.7, max. \$25,000)				
9. CDBG Grant Limit (B.8 x A.6)				
10. CDBG Loan Limit (B.8 - B.9)				
<b>C. Allocation of Project Cost:</b>				
1. Revised Cost of Improvements		(total from Line B.2)		
2. Revised Excess Cost		(total from Line B.6)		
3. Line C.1 - Line C.2		(not less than 0)		
4. Revised CDBG Grant		(lesser of Line C.3 or total from Line B.9)		
5. Line C.3 - Line C.4		(not less than 0)		
6. Revised CDBG Loan		(lesser of Line C.5 or total from Line B.10)		
7. Line C.5 - Line C.6		(not less than 0)		
8. Revised Owner Contribution		(Line C.2 + Line C.5)		
<b>D. Loan Repayment Limitation:</b>				
1. Maximum Monthly Payment		(see Attachment to Form 106, Line E.8)		
2. Formula Loan Payment		(Line C.6 x 0.01667)		
3. Revised Monthly Loan Payment		(lesser of Line D.1 or Line D.2)		

**REVISED FINANCING COMPUTATIONS (Rental Property)**

<b>A. Eligibility:</b>	<b>Apt. #1</b>	<b>Apt. #2</b>	<b>Apt. #3</b>	<b>Apt. #4</b>
1. Proposed Change Order (+ or -)				
2. Eligible Cost in Change Order				
3. Ineligible Cost in Change Order				
4. Qualified as Lower Income?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
5. Under Current Rent Limit?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
6. Grant Ratio	0.500 / 0.000	0.500 / 0.000	0.500 / 0.000	0.500 / 0.000
<b>B. Grant &amp; Loan Computation:</b>				
1. Cost of Accepted Work Items				
2. Revised Cost (B.1 +/- A.1)				
3. Original Contract Adjustment				
4. Original Ineligible Cost				
5. Revised Ineligible Cost (B.4 +/- A.3)				
6. Revised Excess Cost (B.3 + B.5)				
7. Revised Eligible Cost (B.2 - B.6)				
8. Financing Limit (B.7, max. \$25,000)				
9. CDBG Grant Limit (B.8 x A.6)				
10. Loan Eligibility (see Line A.4 and A.5)	<input type="checkbox"/> YES <input type="checkbox"/> NO			
11. CDBG Loan Limit (B.8 - B.9)				
<b>C. Allocation of Project Cost:</b>				
1. Revised Cost of Improvements		(total from Line B.2)		
2. Revised Excess Cost		(total from Line B.6)		
3. Line C.1 - Line C.2		(not less than 0)		
4. Revised CDBG Grant		(lesser of Line C.3 or total from Line B.9)		
5. Line C.3 - Line C.4		(not less than 0)		
6. Revised CDBG Loan		(lesser of Line C.5 or total from Line B.10)		
7. Line C.5 - Line C.6		(not less than 0)		
8. Revised Owner Contribution		(Line C.2 + Line C.7)		
9. Revised Monthly Loan Payment		(Line C.6 x 0.01667)		

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**RELEASE OF LIENS AND WARRANTY**

I acknowledge payment for all labor that I performed and/or materials that I provided in connection with the work completed on the following project:

Property Owner:

Address:

Contract Dated:

I do hereby waive my right to file a mechanic's lien related to such labor and/or materials. I certify that neither the final payment nor any provision in the construction contract shall constitute acceptance of work not done in accordance with the construction contract or relieve me of liability with respect to any express warranties or responsibility for faulty materials or workmanship. I agree to remedy any defects in the work and pay for any damage to other work resulting from such defects that appear within a period of one year from the date of final acceptance of the work unless a longer period is specified in the construction contract.

Signature of Contractor:

Date:

Type or Print Name and Title:

State of New York                    } SS.:  
County of Jefferson                }

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**CERTIFICATE OF COMPLETION AND LOAN AGREEMENT**

Project Location:	Case No:
Property Owner:	
Address:	
<p>I hereby give notice to the City of Watertown that all work in this property has been completed according to the Work Writeup (Form 103) and the Construction Contract (Form 108) dated _____ including any change orders that have been approved for this project. I am satisfied with the quality of workmanship and materials used for this work and have approved final payment to the contractor.</p> <p>I understand that the terms and conditions in our Project Agreement (Form 107), including limitations on sale or transfer of the property and limitations on rent increases for apartments at this location (if any), will continue in effect for a period of five years after the date of final payment for the work that has been completed on this property.</p>	
<b>LOAN AGREEMENT</b>	
<p>If the financing for this project includes a CDBG loan, that debt will be repaid in 60 monthly installments beginning 30 days after the date of this certificate as detailed in the Project Agreement (Form 107) and the note and mortgage which has been recorded in the office of the Jefferson County Clerk. I understand that monthly installments are calculated as 1/60th of the CDBG loan, and that payments may be accelerated at my option.</p>	
Loan Amount:                   \$	Monthly Payment:                   \$
Date First Payment is Due:	
<p>I understand that a \$10.00 service charge will be added for any payments not received within 30 days after the due date; and the City may, at its option, demand repayment of the outstanding loan balance if any payment is more than 30 days overdue. I agree to pay all costs of collection including reasonable legal fees in the event the City is forced to pursue legal action in order to secure repayment of this loan.</p>	
<p>Signed: _____ Date: _____</p> <p align="center">Property Owner</p>	

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**SALE AND OCCUPANCY LIMITATIONS**

Project Location:	Case No:
Property Owner:	
Address:	
<p>The property owner(s) must agree not to sell the property assisted under this program for a period of five years from the date of the completion of the project.</p> <p>Owner-occupants must agree to occupy the property as their principal residence for a period of five years from the completion of the project.</p> <p>If the property is sold, or the owner-occupant moves within the five year period, the seller must immediately repay the outstanding balance of any CDBG loan plus a portion of the CDBG grant as follows:</p> <ul style="list-style-type: none"><li>a. 100% of the grant must be repaid if the property is sold or the owner-occupant moves within one year after the date of the final payment; and that repayment may be reduced to:</li><li>b. 80% if the property is sold or the owner-occupant moves more than one year but within two years after the date of the final payment; or</li><li>c. 60% if the property is sold or the owner-occupant moves more than two years but within three years after the date of the final payment; or</li><li>d. 40% if the property is sold or the owner-occupant moves more than three years but within four years after the date of the final payment; or</li><li>e. 20% if the property is sold or the owner-occupant moves more than four years but within five years after the date of the final payment.</li></ul>	
<p>I understand that the sale and occupancy limitation will be in effect for a period of five years after completion of the project, and that if I sell this property or do not occupy it as my principal residence (owner-occupied property only) during that five year period, the outstanding balance on the CDBG loan (if any) and a portion of the grant must be repaid to the City.</p>	
<p>Signed: _____ Date: _____</p> <p style="text-align: center;">Property Owner</p>	

# CITY OF WATERTOWN HOUSING IMPROVEMENT PROGRAM

## RENT LIMITATION

Property Owner:			Case No:	
Address:				
Date of Final Payment:				
The following chart identifies the current occupant for each rental apartment and lists the current Fair Market Rent, the actual monthly rent and allowances for utilities paid by each tenant.				
Apt. #	Current Occupant	Fair Market Rent	Current Rent	Utility Allowances
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
<p>Section 6.4 of the guidelines for the Housing Improvement Program requires that owners of properties with rental apartments where improvements are made with assistance under this program must agree to rent those apartments to qualified Lower Income families and limit the rents for a period of five years after all work is completed. During that time period, rents (including an allowance for utilities paid by the tenant) may not exceed the current Fair Market Rent established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Housing Choice Voucher Program.</p>				
<p>I understand this rent limitation will be in effect for five years and that I may be contacted annually by representatives of the City to document compliance. If any violation is not corrected within 30 days of notification, a portion of the CDBG loan must be repaid to the City, as detailed in Section V.A. of the Project Agreement (Form 107).</p>				
Signed: _____			Date: _____	
Property Owner				

**CITY OF WATERTOWN  
HOUSING IMPROVEMENT PROGRAM**

**DISPOSITION OF FUNDS REPORT**

Property Owner:		Case No:	
Address:			
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Loan Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Loan Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purposc:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Loan Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Loan Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Loan Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
<b>DOCUMENTS PROVIDED TO THE PROPERTY OWNER</b>			
<input type="checkbox"/> Energy Audit Report <input type="checkbox"/> Lead Paint Risk Assessment <input type="checkbox"/> Work Writeup (Form 103) <input type="checkbox"/> Application for Assistance (Form 106) <input type="checkbox"/> Project Agreement (Form 107) <input type="checkbox"/> Construction Contract (Form 108) <input type="checkbox"/> Certificate of Completion and Loan Agreement (Form 115) <input type="checkbox"/> Sale and Occupancy Limitation (Attachment to Form 115) <input type="checkbox"/> Rent Limitation (Attachment to Form 115) <input type="checkbox"/> Lead Paint Clearance Report <input type="checkbox"/> Note & Mortgage, which has been filed in the County Clerk's Office			
I acknowledge receipt of the materials listed above, which include all of the agreements that have been executed for this project.			
Signed: _____		Date: _____	
Property Owner			

# CITY OF WATERTOWN

## HOUSING IMPROVEMENT PROGRAM

### CONTRACTOR QUALIFICATIONS

All contractors and subcontractors who participate in the Housing Improvement Program in Watertown must be approved by the Program Coordinator before beginning any work under the Program. Each contractor must demonstrate competence in the areas of work involved in each project. Each contractor must also provide proof of adequate insurance coverage, including as a minimum, general liability and property damage coverage with at least \$1,000,000 limits. Please provide the information requested below and return this form along with a copy of your insurance binder to Neighbors of Watertown.

#### COMPANY INFORMATION:

Company Name:

Corporation

Address:

Partnership

Telephone:

Tax ID No:

Proprietorship

#### PRINCIPALS OF THE COMPANY:

Name:

Title:

Home Address:

Phone:

Work Experience:

Name:

Title:

Home Address:

Phone:

Work Experience:

Name:

Title:

Home Address:

Phone:

Work Experience:

#### COMPANY HISTORY:

Number of Years in Business:

Number of Employees:

Primary Business:

**INSURANCE:**

Type	Liability Limit	Company
General Aggregate	\$	
Personal Injury	\$	
Property Damage	\$	
Medical Expense	\$	
Workers Compensation		
Disability		

**CREDIT REFERENCES:**

Suppliers	Credit Limit	Contact Person	Phone
	\$		
	\$		
	\$		
	\$		
Banks	Credit Limit	Contact Person	Phone
	\$		
	\$		

**WORK REFERENCES:**

Project Location	Contract Price	Contact Person	Phone
	\$		
	\$		
	\$		
	\$		
	\$		

I certify that the information provided above and all other information submitted with this form is true and complete to the best of my knowledge and belief. I hereby give my permission for representatives of the City to contact any of the references listed above for the purpose of determining my qualifications to perform work under the Housing Improvement Program in Watertown.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Res No. 4

August 13, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bid for Flower Memorial Library Boiler Replacement,  
G.S. Hanley, LLC

The City Purchasing Department has advertised and received sealed bids for the Flower Memorial Library Boiler Replacement Project, per our specifications.

Bid specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports. Bid specifications were sent to eleven (11) contractors with three (3) sealed bids received and publicly opened and read in the City Purchasing Department on Tuesday, August 12, 2014, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that the City accept the bid from G.S. Hanley, LLC as the lowest qualifying bidder meeting our specifications in the amount of \$111,683.00. The other bids received are outlined in Ms. Pastuf's attached report.

A resolution is attached for City Council consideration. Funding for this project will be through a transfer from the Library Fund.

# RESOLUTION

Page 1 of 1

Accepting Bid for Flower Memorial Library  
Boiler Replacement,  
G.S. Hanley, LLC

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.
Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Flower Memorial Library Boiler Replacement Project, per our specifications, and

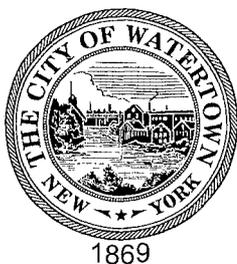
WHEREAS invitations to bid were issued to Northern New York and Syracuse Builders Exchange and the Dodge Reports, with eleven (11) sets of bid specifications sent to area contractors, with three (3) sealed bids received and publicly opened and read in the City Purchasing Department on Tuesday, August 12, 2014, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that the City Council accept the bid submitted by G.S. Hanley, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by G.S. Hanley, LLC as the lowest qualifying bidder for the Flower Memorial Library Boiler Replacement Project, per our specifications, in the amount of \$111,683.00, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to sign all contracts associated with implementing the award to G.S. Hanley, LLC.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

---

## MEMORANDUM

---

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-15 – FML Boiler Replacement – Bid Recommendation  
**DATE:** 8/13/2014

---

The City's Purchasing Department advertised in the Watertown Daily Times on July 30, 2014, 2014 calling for sealed bids for the Flower Memorial Library Boiler Replacement Project. The project will include the purchase and installation of a new boiler at the Library as per City Specifications.

Bid Specifications were sent to eleven (11) contractors. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports. Three (3) sealed bids were submitted to the Purchasing Department. The sealed bids were publicly opened and read on Tuesday, August 12, 2014 at 11:00 am, local time. The bid tally is provided below:

Description	Black River Plumbing, Heating & AC, Inc.	G.S. Hanley, LLC	Hyde-Stone Mechanical Contractors, Inc.
	Total Price	Total Price	Total Price
FML Boiler Replacement	\$139,000.00	<b>\$111,683.00</b>	\$121,669.00

The lowest bid, from G.S. Hanley, LLC, was reviewed by Engineering Department and the Purchasing Department to ensure that it met the required specifications. It is recommended that we accept the bid proposal from G.S. Hanley, LLC for a bid total of \$111,683.00.

If there are any questions concerning this recommendation, please contact me at your convenience.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 12 August 2014

TO: Amy Pastuf, Purchasing Manager

FROM: Justin Wood, Civil Engineer II

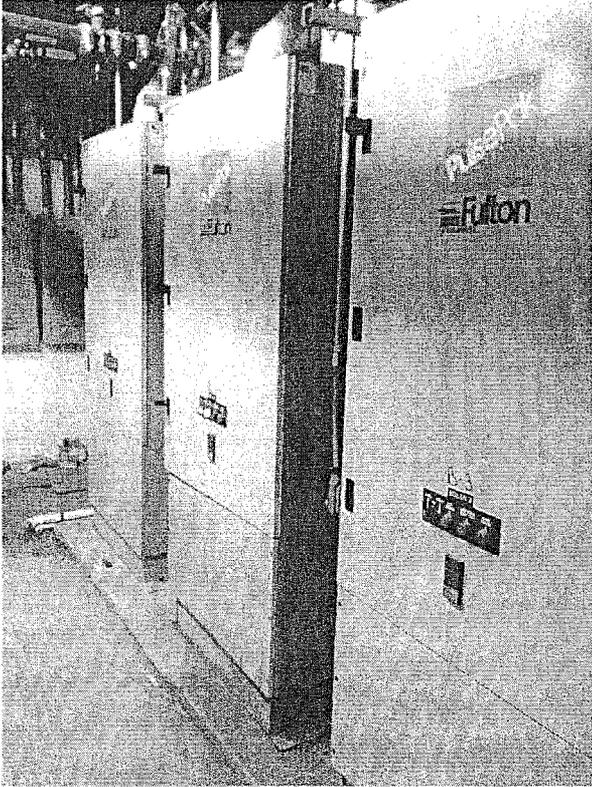
SUBJECT: Bid Recommendation for Flower Memorial Library Boiler Replacement

The Engineering Department has reviewed the bids received on August 12, 2014 for the Flower Memorial Library Boiler Replacement project. The three bids submitted for this project range from \$111,683.00 to \$139,000.00. It is our recommendation that the bid be awarded to G.S. Hanley, LLC, Syracuse NY, in the amount of \$111,683.00.

The Flower Memorial Library Boiler Replacement project is in the Fiscal Year 2014-2015 Adopted Budget as a capital project in the amount of \$110,000.00. The project will replace the three existing boilers, which have reached the end of their useful life, with two new high efficiency boilers.

Cc. Sharon Addison, City Manager  
Jim Mills, City Comptroller  
Kurt Hauk, City Engineer

FISCAL YEAR 2014-2015  
CAPITAL BUDGET  
FACILITY IMPROVEMENTS  
LIBRARY

PROJECT DESCRIPTION	COST
<p>Boiler Replacement:</p> <p>This funding supports the replacement of the existing Fulton Boilers located in the basement of the Flower Memorial Library. The boilers were originally installed in 2001 and are nearing the end of their service life.</p>  <p>Funding to support this project will be through a transfer from the Library Fund (L.9950.0900).</p>	<p>\$110,000</p>
<b>TOTAL</b>	<b>\$110,000</b>

Res No. 5

August 8, 2014

To: The Honorable Mayor and City Council  
From: Erin E. Gardner, Superintendent of Parks and Recreation  
Subject: Watertown Minor Hockey Association Bulk Ice Agreement

For the past five years, the City of Watertown and the Watertown Minor Hockey Association have entered into an Agreement that allows their organization to rent ice time in bulk at the City-owned Municipal Arena. Under the terms of this Agreement, the City will be paid \$46,865 for the use of the ice time during the timeslots detailed in the document. Time slots include early Saturday mornings as well as holidays and breaks when public schools are closed. Many of the time slots used by the Association are considered non-prime hours and would otherwise go unused.

Attached for City Council review and consideration is a resolution authorizing the approval of the Agreement of Bulk Ice Rental at the Watertown Municipal Arena. A copy of the proposed Agreement is also attached for your review. Superintendent Gardner will be in attendance at the meeting to answer any questions Council Members may have.

# RESOLUTION

Page 1 of 1

Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total .....

***Introduced by***

WHEREAS the City of Watertown owns and operates an Arena at the Alex T. Duffy Fairgrounds, and

WHEREAS the Watertown Minor Hockey Association expressed their desire to enter into an Agreement for bulk rental of ice time at the Fairgrounds Arena to support their programs, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Minor Hockey Association, a copy of which is attached and made a part of this resolution, and

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

**Seconded by**

**AGREEMENT FOR BULK RENTAL OF ICE TIME  
AT THE WATERTOWN MUNICIPAL ARENA  
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of October 1, 2014 for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

**INTRODUCTION**

**WHEREAS** the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the ice arena is a community recreational facility, and

**WHEREAS** the City desires to promote future recreational activities at the ice arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

**WHEREAS** in pursuit of that public purpose, the City desires to grant "bulk" ice time for the 2014-15 ice season to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

**WHEREAS** in pursuit of the public purpose the City desires to enter into an Agreement for the bulk rental of ice time provided by § A320-4 of the City Code,

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the City and the Watertown Minor Hockey Association agree as follows:

**AGREEMENT**

**SECTION I – TERM**

The term of this agreement shall be from October 1, 2014 (the anticipated first day of ice in the Arena) through March 31, 2015.

**SECTION II – PROPERTY**

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, changing rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

### SECTION III – NONASSIGNABILITY

The City and Hockey Association agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Hockey Program at the property by the Hockey Association, and that this agreement may not be assigned by the Hockey Association to any other person or entity.

### SECTION IV – COMPENSATION

A. The one time annual fee for “bulk ice time” as detailed in Section V of this Agreement and scheduled minor hockey tournaments is \$46,865 as offered by the Hockey Association to the City for the 2014-2015 ice seasons. Payment of the annual fee shall be made as follows

One-half (1/2) to be paid upon the effective date of the agreement; and

The balance due will be paid on or before January 1, 2015. Payment of the fees shall be made by the Hockey Association to the City Comptroller.

B. Any time used by the Hockey Association outside of the bulk ice time slots set forth in Section V of this contract will be billed within one week of usage and due within 30 days of the invoice.

C. The Hockey Association will be permitted to continue to utilize space within the Arena for storage of hockey-related equipment. It is understood by the Association that storage space at the Arena is limited, and the Association may be asked to remove their belongings should the need for space arise.

### SECTION V – ICE TIME

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:30 a.m. to 1:05 p.m.; 3:10 p.m. to 6:10 p.m.
Monday	6:00 p.m. to 8:30 p.m.
Tuesday	4:40 p.m. to 7:25 p.m.; 9:00 p.m. to 10:00 p.m.
Thursday	5:05 p.m. to 7:05 p.m.
Saturday	7:30 a.m. to 1:05 p.m. 4:30 p.m. to 7:30 p.m.** 4:30 p.m. to 7:15 p.m.***

\*\*Saturday ice will extend to 7:30 p.m. when no Semi-pro or Professional game is scheduled.

\*\*\* Saturday ice time will end at 7:15 p.m. when the Semi-pro or Professional team have a scheduled home game.

B. In addition to the time listed above the City will set aside the additional times requested by the Hockey Association that include:

Day of the Week	Time of Day
Saturday	6:30 a.m. to 7:30 a.m.
Columbus Day	6:35 a.m. to 10:35 a.m.
Veterans' Day	6:35 a.m. to 10:35 a.m.
Wednesday before Thanksgiving	6:35 a.m. to 10:35 a.m.
Friday after Thanksgiving	6:35 a.m. to 10:35 a.m.
Christmas School vacation	6:35 a.m. to 10:35 a.m.
Martin Luther King Day	6:35 a.m. to 10:35 a.m.
Winter School vacation	6:35 a.m. to 10:35 a.m.

It is understood by the parties that the 6:30 a.m. to 7:30 a.m. time slots on Saturdays and 6:35 to 7:30 time slots on the other specified days are set aside for the use by the Hockey Association, as listed above. However because of low utilization during that time slot, the Hockey Association will notify the City, one week in advance when they will use the ice between 6:30 a.m. and 7:30 a.m. on Saturdays or 6:35 a.m. and 7:30 a.m. on the other specified days.

C. In the event ice time is not used, a courtesy call shall be made within a reasonable time frame. The City at that point shall have the option to resell the ice time without affecting this contract.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day and therefore no ice time will be available and time missed will not be reimbursed.

E. The Hockey Association agrees to give up ice time and allow for annual events such as all local High School Hockey Games and for Watertown Figure Skating Club's annual testing session, exhibition and show and any Semi-professional or Professional hockey games.

F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Watertown Minor Hockey Association will use their own scheduled ice time first before canceling another group's time.

G. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

H. Any additional time requested by the Hockey Association above and beyond the ice time slots listed in Section V of this Agreement, will be billed in accordance with the rates established in the City Code Section A320-4, Schedule of Fees.

#### **SECTION VI – MAINTENANCE**

A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

#### **SECTION VII – INSURANCE**

A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to The Hockey Association's commencement of any activities on the premises.

B. The Hockey Association shall procure and maintain Worker's Compensation Insurance and Disability Insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the Franchisee under the laws of the State of New York.

#### **SECTION VIII – HOLD HARMLESS**

The Hockey Association shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Hockey Association's operation, use or occupation of the premises, or by or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

#### **SECTION IX – TERMINATION**

This franchise may be terminated by the City, for cause, upon any of the following:

- A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.
- B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

#### **SECTION X – NO RECOURSE**

The Hockey Association acknowledges and agrees that the premises may be subject to being shut down for any number of reasons including down time for structural repairs, and the Hockey Association agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

#### **SECTION XI – VENUE AND APPLICABLE LAW**

- A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.
- B. This agreement shall be construed in accordance with the laws of the State of New York.

#### **SECTION XII – SAVINGS CLAUSE**

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

#### **SECTION XIII ENTIRE AGREEMENT**

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

#### **SECTION XIV – NOTICE**

All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed. If sent by certified mail, return receipt requested to:

City:

Association:

City Manager

Watertown Minor Hockey Association

245 Washington Street  
Watertown, New York 13601

P.O. Box 371  
Watertown, New York 13601

**IN WITNESS WHEREOF**, the City and Watertown Minor Hockey Association have caused this agreement to be executed by the parties and is to be effective as of October 1, 2014.

THE CITY OF WATERTOWN, NEW YORK

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

WATERTOWN MINOR HOCKEY ASSOCIATION

By: \_\_\_\_\_  
Amy St. Croix, Board Member

Res No. 6

August 5, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bid for Trickle Arms for the Wastewater Treatment Plant,  
Ovivo, LLC

The City Purchasing Department has advertised and received sealed bids for Trickle Arms for the Wastewater Treatment Plant, per our specifications.

Bid specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports. Bid specifications were requested and sent to five (5) contractors with two (2) sealed bids received and publicly opened and read in the City Purchasing Department on Wednesday, July 30, 2014, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that the City accept the bid from Ovivo, LLC as the lowest qualifying bidder meeting our specifications in the amount of \$579,545.00. The other bid received is outlined in Ms. Pastuf's attached report.

A resolution is attached for City Council consideration. Approval of this resolution is contingent upon Council approval of the bond ordinance to finance the project.

RESOLUTION

Page 1 of 1

Accepting Bid for Trickle Arms for the Wastewater Treatment Plant, Ovivo, LLC

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Table with 2 columns: YEA, NAY. Rows for each council member and a Total row.

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for Trickle Arms for the Wastewater Treatment Plant, per our specifications, and

WHEREAS invitations to bid were issued to Northern New York and Syracuse Builders Exchange and the Dodge Reports, with five (5) sets of bid specifications requested by area contractors, with two (2) sealed bids received and publicly opened and read in the City Purchasing Department on Wednesday, July 30, 2014, at 11:00 a.m., and

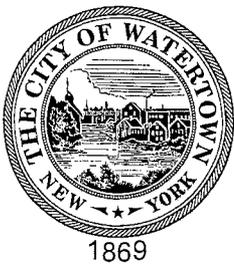
WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that the City Council accept the bid submitted by Ovivo, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Ovivo, LLC as the lowest qualifying bidder for Trickle Arms for the Wastewater Treatment Plant, per our specifications, in the amount of \$579,545.00, and

BE IT FURTHER RESOLVED that approval of this resolution is contingent upon approval of the Bond Ordinance to finance the project, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to sign all contracts associated with implementing the award to Ovivo, LLC.

Seconded by



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-11 – Trickle Arms – Bid Recommendation  
**DATE:** 7/31/2014

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The City's Purchasing Department advertised in the Watertown Daily Times on July 3, 2014 calling for sealed bids for the purchase and installation of Trickle Arms at the Pollution Control Plant as per City Specifications.

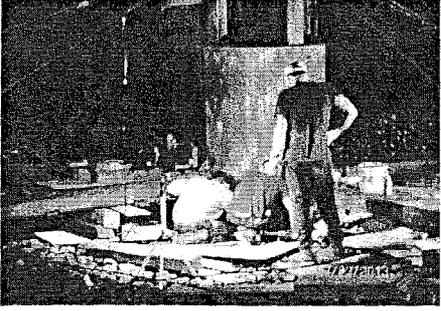
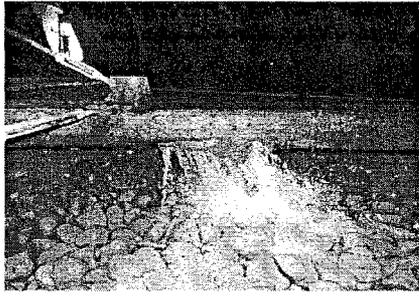
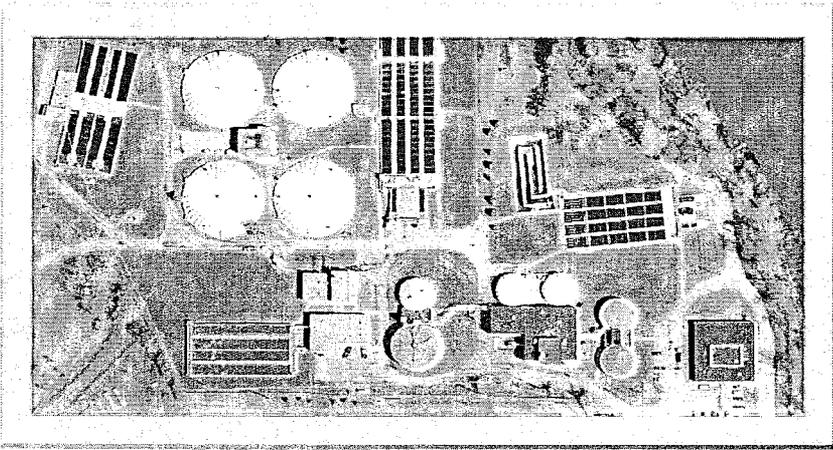
Bid Specifications were requested by and sent to five (5) contractors. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports. Two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publicly opened and read on Wednesday July 30, 2014 at 11:00 am, local time. The bid tally is provided below:

Description	DBS Manufacturing, Inc.	Ovivo, LLC
	Total Price	Total Price
Purchase and Install Trickle Arms	\$778,000.00	<b>\$579,545.00</b>

The lowest bid, from Ovivo, LLC. was reviewed by Engineering Department and the Purchasing Department to ensure that it met the required specifications. It is recommended that we accept the bid proposal from Ovivo, LLC for a bid total of \$579,545.00.

If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2014-2015  
 CAPITAL BUDGET  
 FACILITY IMPROVEMENTS  
 WASTE WATER TREATMENT PLANT

PROJECT DESCRIPTION	COST
<p>Trickling Filter Distributor Assemblies:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">  </div> <div style="width: 65%;"> <p>The Wastewater Treatment Plant's Trickling Filters are the four large domed structures in the northwest quadrant of the installation. These are a part of the secondary processes at the Facility. The Filters were brought on line in 1981 and are well beyond their service life. Each is</p> </div> </div> <p>comprised of a large bed of rocks with a rotary distributor centered atop the bed spreading the wastewater evenly over the bed (similar to a very large rotary lawn sprinkler). The metal that makes up the center well (shown in the photo above) as well as the four long distributor arms shown to the right has deteriorated.</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;">  </div> <div style="text-align: center; margin-top: 20px;">  </div> <p>Funding to support this project will be through the issuance of a 15 year serial bond with projected FY 2015-16 debt service of \$76,250.</p>	<p>\$750,000</p>
<b>TOTAL</b>	<b>\$750,000</b>

Ord No. 1

August 12, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Waste Water Treatment Plant Trickling Filter  
Distributor Assemblies

Included in the Fiscal Year 2014-15 Capital Budget was the project to replace the trickling filter distributor assemblies at the Waste Water Treatment Plant at an estimated cost of \$ 750,000.

Included in tonight's agenda is a resolution to approve the bid submitted by Ovivo, LLC in the amount of \$ 579,545. If the resolution is approved, City Council must also approve the following bond ordinance to provide financing for the project.

A summary of the project's estimated costs are as follows:

Ovivo, LLC	\$ 579,545
Estimated bonding fees and contingency	<u>20,455</u>
	<u>\$ 600,000</u>

# ORDINANCE

Page 1 of 7

An Ordinance Authorizing the Issuance of \$600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Replacement of the Trickling Filter Distributor Assemblies at the Wastewater Treatment Plant, in and for Said City

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

\_\_\_\_\_

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on August 18, 2014, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to wit:

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

# ORDINANCE

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 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

Section 1. For the specific object or purpose of paying the cost of the replacement of the trickling filter distributor assemblies at the wastewater treatment plant, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$600,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$600,000 and that the plan for the financing thereof is by the issuance of the \$600,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

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 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Comptroller.

# ORDINANCE

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 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

# ORDINANCE

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 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total .....

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by \_\_\_\_\_, seconded by \_\_\_\_\_, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_

The ordinance was thereupon declared duly adopted.

\* \* \* \* \*

APPROVED BY THE MAYOR

\_\_\_\_\_, 2014.  
Mayor

ORDINANCE

Page 6 of 7

An Ordinance Authorizing the Issuance of \$600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Replacement of the Trickling Filter Distributor Assemblies at the Wastewater Treatment Plant, in and for Said City

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Council Member BUTLER, Joseph M. Jr.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF JEFFERSON )

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on August 18, 2014, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media Date given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

# ORDINANCE

Page 7 of 7

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- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

Designated Location(s) of Posted Notice      Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on August \_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Ord No. 2

August 5, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Parks and Recreation Fees

At its August 4, 2014 meeting, City Council agreed in principal to support a revision proposed by Superintendent Gardner to the Parks and Recreation fees for the use of City owned athletic fields. Attached for Council's review and approval is an ordinance codifying the change agreed to at that time.

Presently, there is no charge to both Watertown and IHC High Schools. At the request of Superintendent Gardner, the attached ordinance provides this be expanded to include all Watertown schools without limiting to the High School.

City staff will be available at the meeting to address any questions Council may have regarding this legislation.

ORDINANCE

Page 1 of 1

Amending City Municipal Code § A320, Fees

*Introduced by*

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

BE IT ORDAINED that Section A320-4 of the City Code of the City of Watertown is amended to read as follows:

§ A320-4. Schedule of Fees.

B. Municipal Fairgrounds facility fees shall be established and enforced as follows. Reserving the use of the Municipal Fairgrounds facilities by any group may be obtained by scheduling in advance with the City’s Parks and Recreation Department and in payment of the appropriate fee as described below to the City Comptroller in advance of the reserve time use unless otherwise stipulated in an agreement between the user and the City. Nothing in this section shall prohibit the City from entering into an agreement for the use of the Municipal Arena, at rates other than the rates described below. However, any such agreement shall require the approval of the City Council.

(6) There shall be no charge for Watertown and IHC Schools and Jefferson Community College to use City-owned fields for practice. Field assignments will be at the discretion of the Parks and Recreation Superintendent for her/his designee;

and,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

*Seconded by*

July 30, 2014

To: The Honorable Mayor and City Council  
From: Erin E. Gardner, Superintendent of Parks and Recreation  
Subject: Watertown and IHC Athletic Practices on City Owned Fields

Currently in the City Code, Watertown and IHC High Schools are not charged for practices that take place on City owned fields. In an effort to maintain consistency with charging the school districts, Superintendent Gardner is recommending to allow all Watertown City and IHC Schools not to be charged for practices to include youth sports that have a full roster of students that attend Watertown or IHC Schools. Superintendent Gardner will be in attendance at the meeting to answer any questions Council Members may have. If Council concurs, an Ordinance to reflect this change will be drafted for the next Council Meeting.



# CITY OF WATERTOWN, NEW YORK

ROOM 302, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
(315) 785-7720

JEFFREY E. GRAHAM  
MAYOR

August 12, 2014

U.S. Army Environmental Command  
ATTN: SPEA Public Comments  
2450 Connell Road (Building 2264)  
Joint Base San Antonio-Fort Sam Houston, TX 78234-7664

Re: SPEA Comments – Fort Drum, NY

Dear Sir/Madam:

The City of Watertown has been a ready and willing partner with the U.S. Army since the reactivation of the 10<sup>th</sup> Mountain Division at Fort Drum in 1985. The City responded whenever there was a call for needed infrastructure to support the build-out at the Fort.

A reduction of 16,000 employees at Fort Drum will have a severe negative impact on the local economy and the fiscal health of the City of Watertown. The economy has prospered because of the current population. A sudden, large decrease in population will plunge the region into a depression, from which it may never recover. The City's primary source of revenue depends on the health of the local economy.

When Fort Drum needed water and sewage services, the City expanded its water treatment plant from a capacity of 10 MGD to 15 MGD at a cost of \$ 15.7 million and its sewage treatment plant from a capacity of 8 MGD to 16 MGD at a cost of \$11.9 million. When soldiers needed housing, the City responded by working with developers to build 600 units of Section 801 housing and, more recently, another 391 units within the City limits. When commercial development expanded to meet Fort Drum population growth, the city upgraded its infrastructure to support the companies.

The City's ability to pay for the construction debt and continued maintenance of infrastructure investment will be jeopardized by the withdrawal of so many soldiers. The potential impact is difficult to determine from the projections within the SPEA. It is my observation that the projected loss of induced jobs is too low. With a projected 35.2% decrease in the number of jobs, the corresponding decrease in income appears to be too

low. The number given as the estimated decrease in sales tax revenue is also much lower than would be expected.

The City's largest source of revenue is income from sales tax. Watertown receives 24% of the County's portion of sales tax collected anywhere in Jefferson County. It generates nearly \$17,000,000 each year, which is 44% of the City's budget. Using numbers from the SPEA, sales tax will be reduced by \$1.1 million or 6.5% with the population decrease. It is my observation that this estimate is low.

The sales tax revenue shortfall will have to be made up through property taxes, which is the City's second largest source of revenue. It totals \$8,300,000 per year or 21% of the budget. \$1.1 million dollars is a 13.3 % increase in the property tax levy. This revenue source will also become extremely fragile with the population loss, because of the potential collapse of the real estate market. Vacancies and abandonments will lead to remaining tax payers having to pay a higher percentage of the levy, which in turn will cause more vacancies and abandonments. It is likely that residential property taxes will increase at least 30%.

The City's water and sewer funds will also be impacted. The City receives \$730,000 and \$720,000, respectively, from sales to Fort Drum. We estimate that we would also lose 20% of our annual revenue from the general population. The total loss would be \$1.7 million (34.6%) for the water fund and \$1.8 million (32.9%) for the sewer fund. Losses would have to be made up by increases in the rates paid by the remaining users.

The population decrease would also affect several other smaller revenue sources that we will not attempt to quantify here.

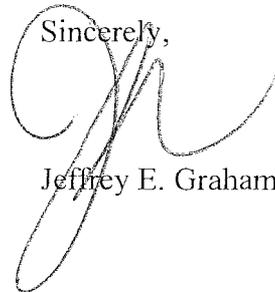
Fort Drum has impacted the City in other ways. The increased population caused the U.S. Census Bureau to delineate an urbanized area, which in turn caused the Office of Management and Budget to designate the Watertown-Fort Drum MSA. This has changed our relationship with several federal programs, including Community Development Block Grants, EPA storm sewer regulations and DOT highway and transit funding. The City has had to change its operations to meet these new mandates. Some will be beneficial and some will be a cost burden. If the population is decreased at Fort Drum, there will be no urbanized area, and these programs may go away, requiring us to re-tool again.

The City of Watertown did what was needed over the last 30 years for the Army expansions at Fort Drum. Pulling 16,000 people out would economically devastate this

community. Both the public and private sectors have invested in assets that will no longer be of any use and neither sector will be able to sustain itself with the reduced income.

I encourage you to consider the magnitude of all these factors and the resultant impact to the City of Watertown and surrounding areas when making your decision regarding troop strength at Fort Drum.

Sincerely,

A handwritten signature in black ink, appearing to be 'JE. Graham', written over the printed name.

Jeffrey E. Graham

August 5, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Request for School Speed Zone

At its August 4, 2014 meeting, City Council reviewed a letter received from Benchmark Family Services, Inc. for a speed zone at their location at 1635 Ohio Street.

Staff has examined this request and recommends approving this change through an Ordinance. A school speed zone already in place for the Ohio Street School can be expanded to include Benchmark Family Services, Inc.

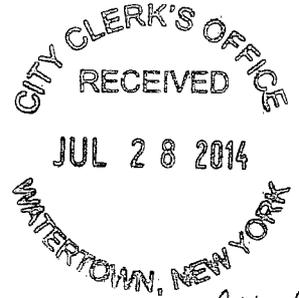
If City Council concurs, an Ordinance will be presented at the next meeting.



**Benchmark Family Services, Inc.**

*"An Early Learning Center Committed to Excellence."*

1635 Ohio Street  
Watertown, NY 13601  
(315) 786-7285



*cc: City Manager*

Mayor Jeffrey E. Graham and Members of the Watertown City Council,

We are writing in regards to a speed limit change in front of Benchmark Family Services. Benchmark is a school, overseen by NY State Department of Education (4410) and the Office of Children and Family Services. Our parents and the buses drop children off several times a day. Drop off and pick up times are as follows; 8:30, 11:30 a.m., and 12:30, 1:30 and 3:30p.m. Cars are continually passing the buses even though they have their lights on and their stop sign out. This does create a safety hazard for the children and staff here at Benchmark.

Ohio Street School located down the street from Benchmark has a 15 mile an hour speed limit sign posted about 60 feet from where our children are dropped off and picked up. At this time we are requesting that that the 15 mph school zone be moved down to include Benchmark Family Services.

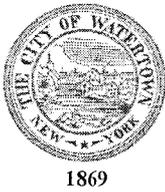
Thank you for considering our request and the safety of the children in our community.

Sincerely,

Peg Feistel  
Executive Director

Anita Henry  
Supervisor of Day Care





CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 12 August 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Price Quotations: Newell Street Deck Repair

The Engineering Department has received quotes for the repair of the deck on Newell Street that was damaged by flooding in March of 2014.

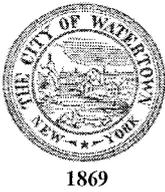
Four quotations were received IAW the City of Watertown Purchasing Policy. The low quote was from ACTS II Construction Inc. The quotes are listed in ascending order:

Acts II Construction	\$33,300.00
DEW Inc.	\$34,963.00
Tuscarora Construction	\$43,000.00
Bette & Cring LLC	\$58,700.00

The project is not listed in the current Capital Plan. Should Council wish to proceed with the repair work a budget modification would need to be adopted.

Cc:

Gene Hayes, Superintendent of Public Works  
Ken Mix, Planning and Community Development Coordinator  
Shawn McWayne, Code Enforcement Supervisor  
Jim Mills, Comptroller



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 12 August 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Barben Green Subdivision Street Dedications

The Code Enforcement Office and the Engineering Department have fielded numerous complaints from property owners in the last eighteen months in the area of Loomus Drive and Spindle Lane. These streets have remained undedicated to the City since the early 1990's. It is the nature of these unresolved issues dating back to that time that are contributing to the complaints of the homeowners.

Recently the Engineering Dept. has been contacted by the current owners of the property that comprises the remaining properties of the Barben Green subdivision which include Loomus Drive and Spindle Lane inquiring about the possible dedication of those streets. There are many issues that would need to be researched and investigated prior to any dedication taking place. Any agreement reached would by circumstance not be a text book solution and require compromise from both parties.

It is the intent of the Engineering Department, unless directed otherwise, to setup a preliminary meeting with the current owners in an attempt to define the issues pertaining to a dedication. If progress is made, a report will be prepared updating you and the City Council on the status of the open issues.

Cc:

Gene Hayes, Superintendent of Public Works

Mike Sligar, Superintendent of Water

Ken Mix, Planning and Community Development Coordinator

August 13, 2014

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning & Community Development Coordinator  
Subject: 10<sup>th</sup> Mountain Division Memorial Proposal

City Manager Sharon Addison, Parks and Recreation Superintendent Erin Gardner and I met with Michael Plummer, who represented a committee formed to honor the 10<sup>th</sup> Mountain Division with an event and construction of a memorial in 2015. Mr. Plummer gave us the attached information.

The committee would like to place the memorial in Thompson Park. A plan drawing is included in Mr. Plummer's information. Staff has added an aerial photograph showing the location.

Their proposal is to install four 7' x 10' x 1' granite slabs. A bronze relief plaque depicting a period of the 10<sup>th</sup> Mountain Division's history will be mounted on each slab.

The committee is requesting permission to install the monument in Thompson Park.

## North Country Honors the Mountain

4 August, 2014

Subject: The North Country Honors the Mountain

To: Sharon Addison

City Manager Watertown, NY

1. Background: 2015 will be the 30<sup>th</sup> anniversary of the re-activation of the 10<sup>th</sup> Mountain Division and the 70<sup>th</sup> Anniversary of Victory in Italy, Europe and Japan and the end of World War II. On May 16, 2015, the North Country will celebrate these historic events as well as honor the Soldiers of the 10<sup>th</sup> Mountain Division, their Family Members and the Fort Drum Army Civilian employees for their sacrifice and service to our country with a parade followed by the presentation of a memorial which we would like to place in Thompson Park.

2. Actions taken to date:

A. A group of North Country citizens has formed a committee to develop, execute and raise funds for a mega event and memorial to Honor the Mountain (HTM). Members include: Gill Pearsall (Chairman); Keith Caughlin; Mary Corriveau; Beth Fipps; Judy Gentner; Ann McCann; Joe McLaughlin; Lynn Pietroski; Mike Plummer; Eric Wagnaar; and Peter Whitmore.

B. In order to complete a memorial in time for the event a Memorial Sub-Committee was formed. Members include Mike Plummer, Chairman; Mary Corriveau; Beth Fipps; Judy Gentner; Gill Pearsall; and Terry Roche).

C. Susan Raymond, who sculpted the Military Mountaineer Stature and the Fallen Warrior Memorial located at Fort Drum, was contacted and agreed to consider the project. Our guidance to her was that the Memorial had to be completed and in place by 1 May, 2015. Cost for completion, transportation and siting was not to exceed \$150,000.

D. Susan asked for a general concept upon which to base her decision. The following has provided: Four bronze relief plaques on four 7' X 10' X 1' granite slabs (WWII 10<sup>th</sup> Mt; Reactivation and training; Contingency Operations; and OIF/OEF). Site work would be subcontracted so it could be ready when Susan had completed the plaques. Susan agreed to complete the project and asked for pictures of the potential sites.

E. Four sites were examined: The front of the State Office Building; the front of the City Office Building; City Center Square and Thompson Park. After lengthy discussions and visits the sub-committee selected a Thompson Park location by the Band Stand (see attached). The criteria for site selection follows:

1) Site Selection Criteria:

a) Site preparation low

- b) Site can be prepared NLT 1 April and Installation completed NLT 1 May 2015
- c) Minimum maintenance required
- d) Facilitates future add-ons
- e) Will stand up to the North Country weather
- f) Minimizes vandalism
- g) Photogenic
- h) Not divisive
- i) Appeals to both civilian and military mind sets
- j) Is reflective and contemplative
- k) Makes a statement in all four seasons
- l) Something you would travel to see
- m) Something you would go to see again
- n) Best located (write in)

2) Pictures were sent to Susan and she agrees with the Thompson Park site selection.

3. The road ahead:

A. Obtain site approve from the City Manager, City of Watertown.

B. Get HTM Committee approval of concept design and site location and send that information to Susan.

C. Review Susan's renditions and make recommendation on the final design to the HTM Committee NLT 15 Oct.

D. Develop a contract for Susan and one for the site preparer.

E. Work with the PR and fund raising sub-committees.

F. Maintain oversight of the contracts.

G. Coordinate the arrival and set up of the memorial with Susan and the site contractor.

MTE \_\_\_\_\_

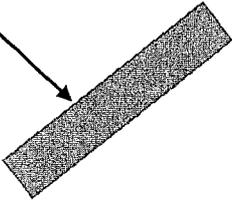
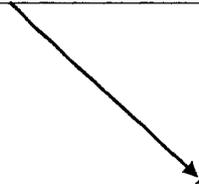
Michael T. Plummer  
Sub-Committee Chairman

Honor the Mountain Memorial Location

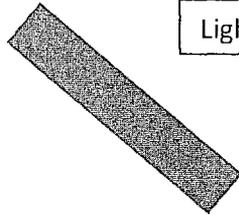
Children's Playground

North

4 Granite Slabs 10' X 7' X 1'



15'  
Wide  
Side  
walk

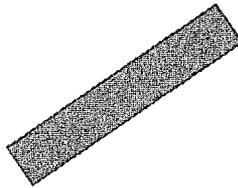
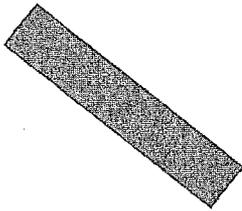


Light Pole

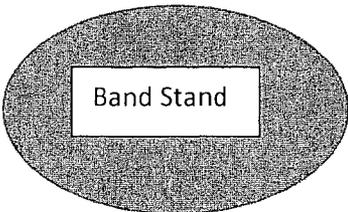
West



East



South



Enclosure 1

# PROPOSED 10th MOUNTAIN DIVISION MEMORIAL



1 inch = 200 feet