

**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, March 2, 2015, 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

PROCLAMATION

Developmental Disabilities Awareness Month

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing Public Auction for Sale of City Owned Property
- Resolution No. 2 - Approving Change Order No. 1 for Reservoir Parallel Watermain, North Country Contractors LLC
- Resolution No. 3 - Approving Supplemental No. 2 to Professional Services Agreement, Stantec Consulting Services, Inc.
- Resolution No. 4 - Adopting Guidelines and Administrative Procedures for the Program Year 2014 HOME Repair Program
- Resolution No. 5 - Approving Renewal of Dental/Vision Coverage, Relph Benefit Advisors
- Resolution No. 6 - Accepting Bid for Watertown Arena Renovation Project, General Contractor, Bette & Cring
- Resolution No. 7 - Accepting Bid for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.

Resolution No. 8 - Accepting Bid for Watertown Arena Renovation Project, Plumbing/Fire Protection, Lawman Heating and Cooling, Inc.

Resolution No. 9 - Accepting Bid for Watertown Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

ORDINANCES

Ordinance No. 1 - An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost to \$10,300,000 and to Increase the Amount of Bonds Authorized to \$9,750,000

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Tabled Resolution Approving Intergovernmental Agreement
Relative to Dog Control Services With County of Jefferson

STAFF REPORTS

1. Tax Sale Certificates Assignment Request
2. Request for Abate – 1105 Harris Drive
3. Jefferson County Office for the Aging Transportation Assistance Agreement/Program
4. Board and Commission Appointments
5. Sales Tax Revenue – January 2015

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, March 9, 2015, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MARCH 16, 2015.

February 23, 2015

To: The Honorable Mayor and City Council

From: Jim Mills, City Comptroller
Brian Phelps, City Assessor
Kenneth Mix, Planning & Community Development Coordinator

Subject: Authorizing Public Auction for Sale of City Owned Property

In accordance with City Council's direction given at the February 17th meeting, a resolution has been drafted to hold a public auction for 138 Court Street on May 4th with a minimum bid set at \$25,000.

During that meeting, City Council discussed its desire to sell the property to a person or organization with the means and desire to develop the property and that the property be returned to the tax rolls. The offering at public auction does not give Council the leeway to determine the prospective buyer(s) whose plan best matches the Council's stated desires.

Although Council retains the right to reject any offer, it would leave itself open to litigation if it rejected the high bidder when the only criteria stated for the sale was that they be the highest bidder.

As alternatives to public auction, we would suggest either:

- a. A formal RFP process similar to what was done in 2011/2012 that would state the desired outcome for the project. The prior attempt may have been hindered by too much specificity in the proposed use of the property. It is hoped that with a number of potential developers, this process would provide for the highest and best use of the property, or;
- b. Council could entertain private sale proposals. This would allow for a wider range of proposed uses and give Council the ability to choose the best long-term solution for the property.

The minimum bid of \$25,000 was set to recoup the approximate cost to the City in obtaining the property. Generally, City-owned properties offered for sale via public auction use 10% of the assessed value as a minimum bid. The current assessment of \$89,100 would suggest a minimum bid of \$9,000. Either of these numbers provide a reasonable rationale for the setting of the minimum bid.

RESOLUTION

Page 1 of 2

Authorizing Public Auction for Sale
of City Owned Property

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

<u>Parcel Number</u>	<u>Address</u>
7-01-126.000	138 Court Street

And,

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 4th day of May, 2015, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under the conditions herein set forth:

RESOLUTION

Page 2 of 2

Authorizing Public Auction for Sale
of City Owned Property

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

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

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

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
7-01-126.000	138 Court Street	\$ 25,000

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

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

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

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

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

Seconded by

Res No. 2

February 23, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Change Order No. 1 for Reservoir Parallel Watermain,
North Country Contractors LLC

City Council accepted the bid of North Country Contractors LLC on April 21, 2014 in the amount of \$875,000, as well as Alternate No. 1, for the Water Transmission Main, Appurtenances and Park Trail Construction.

North Country Contractors LLC has now submitted Change Order No. 1 in the amount of \$45,186.22 for extra work required to complete the project, which is largely attributed to the lack of records for ancient infrastructure in and around the reservoir tanks, bringing the final contract amount to \$920,186.22. As stated in City Engineer Justin Wood's detailed report, this project ran \$64,705 under budget, with the total contract value to be paid as \$855,481.22.

A Resolution is attached for City Council consideration. A Bond Ordinance amendment is not required as the original Ordinance covers this change order amount.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for Reservoir
Parallel Watermain, North Country Contractors 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 on April 21, 2014, City Council of the City of Watertown approved the bid submitted by North Country Contractors LLC in the amount of \$875,000, as well as Alternate No. 1, for the Water Transmission Main, Appurtenances and Park Trail Construction, and

WHEREAS North Country Contractors LLC has now submitted Change Order No. 1 in the amount of \$45,186.22 for extra work required to complete the project, largely attributed to the lack of records for ancient infrastructure in and around the reservoir tanks, bringing the final contract amount to \$920,186.22, and

WHEREAS this project has run under budget by \$64,705 and the total contract value is \$855,481.22,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to contract with North Country Contractors LLC in the amount of \$45,186.22 for the Reservoir Parallel Watermain Project, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison be authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by

Change Order

No. 1

Date of Issuance: 02/05/15 Effective Date: 02/05/15

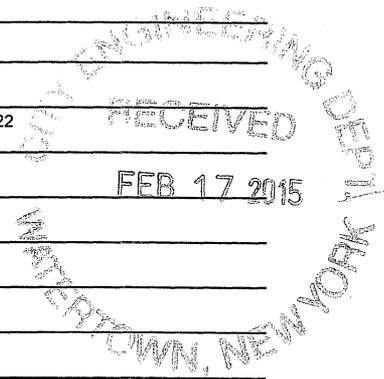
Project: Parallel Water Transmission Main, Appurtenances, and Park Trail Construction	Owner: City of Watertown	Owner's Contract No.:
Contract: General Construction		Date of Contract: 05/02/14
Contractor: North Country Contractors, LLC		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional work performed during the contract for additions and changes to the contract work

Per the attached documents. \$ 45,186.22

Attachments: (List documents supporting change):



CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 875,000.00
Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: \$ 0.00
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order: \$ 875,000.00
Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order: \$ 45,186.22
[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order: \$ 920,186.22
Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>2/5/15</u>
Approved by Funding Agency (if applicable): _____		Date: _____

North Country Contractors, LLC

23892 US RTE 11

P.O. Box 348

Calcium, N.Y. 13616

Phone (315) 785-5649

Fax (315) 788-4134

January 27, 2015

Mr. Justin Wood P.E., City Engineer
City of Watertown
Department of Engineering
Room 305 Municipal Building
245 Washington Street
Watertown, New York 13601

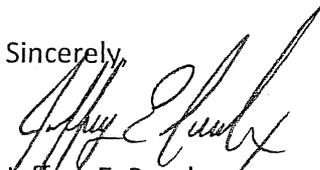
Re: Parallel Water Transmission Main, Appurtenances, and Park Trail Construction
Change Order Request

Justin,

North Country Contractors, LLC would like to request a change order to the above referenced contract for extra work performed as directed.

Attached are extra work orders totaling the amount of \$45,186.22 for the added work. Please advise if additional information is needed.

Sincerely,



Jeffrey E. Proulx,
Managing Member

Project: Watertown Transmission Main
Owner: City of Watertown

EWO	Amount
Electric	\$ 1,604.39
Turn-A-Round	\$ 2,382.58
Drain Line 1	\$ 2,065.92
Drain Line 2	\$ 2,145.20
Drain Line 3	\$ 2,653.75
Drain Line 4	\$ 3,949.85
Blow Offs	\$ 1,822.40
Hydrant Sleeve	\$ 6,063.55
Modify Vault	\$ 1,161.04
ROC at Valve Vault	\$ 2,237.69
Overflow	\$ 12,069.02
Hatch & Cover	\$ 7,030.83
Total EWO's	<u>\$ 45,186.22</u>

NAME OF PROJECT: Watertown Transmission Main
 OWNER: City of Watertown

WORK DATE:

DESCRIPTION OF WORK PERFORMED:

Install overflow pipe from big reservoir around the new vault and tie into the drain line

LABOR	REG. HRS	RATE	SUB TOTAL	O.T. HRS	RATE	SUB TOTAL	TOTAL LABOR	EQUIPMENT	HRS	RATE	AMOUNT
Day #1								Day #1			
OPERATOR "A"	5.0	60.25	301.25	-	-	-	301.25	PC78 Komastu Excav.	5.0	43.02	215.10
FOREMAN	5.0	60.25	301.25	-	-	-	301.25	Pickup Truck	5.0	9.75	48.75
PIPELAYER	5.0	43.41	217.05	-	-	-	217.05	938 Cat Loader	5.0	64.50	322.50
-	-	-	-	-	-	-	-	10-Wheel Dump Truck	5.0	75.00	375.00
-	-	-	-	-	-	-	-	-	-	-	-
Day #2								Day #2			
FOREMAN	3.0	60.25	180.75	-	-	-	180.75	Pickup Truck	3.0	9.75	29.25
OPERATOR "A"	3.0	60.25	180.75	-	-	-	180.75	PC78 Komastu Excav.	3.0	43.02	129.06
OPERATOR "B"	3.0	59.37	178.11	-	-	-	178.11	938 Cat Loader	3.0	64.50	193.50
PIPELAYER	3.0	43.41	130.23	-	-	-	130.23	10-Wheel Dump Truck	3.0	75.00	225.00
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
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TOTALS:			1,489.39				1,489.39				

MATERIALS	QTY	U/M	PRICE	AMOUNT			
Day #1							
12" Ductile	45	ft	35.96	1,618.20	TOTAL:	1,538.16	
12" Tee	1	ea	245.00	245.00			
12" 45 degree bend	3	ea	157.00	471.00	SUMMARY		
12" 22 degree bend	1	ea	138.00	138.00			
12" solid sleeve dress:	1	ea	127.00	127.00			
12" Mega Lug	13	ea	73.52	955.76			
12" Bolt Pack	13	ea	28.75	373.75		LABOR	1,489.39
#2 Stone	22	ton	16.00	352.00		P/R TAXES & INS.	41.10% 612.14
Crush-A-Run	44	ton	12.00	528.00		MATERIAL	6,934.95
Day #2						EQUIPMENT	1,538.16
12" Ductile	19	ft	35.96	683.24			
12" Furnco	1	ea	35.00	35.00		SUBTOTAL	10,574.64
Stone	88	ton	16.00	1,408.00			
					O/H & PROFIT	15.00% 1,494.38	
TOTAL:				6,934.95	TOTAL	12,069.02	

I herewith acknowledge that the materials, labor, equipment and other items shown on this sheet were used in the construction work identified above.

FOR OWNER: _____ FOR CONTRACTOR: _____



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 21 February 2015

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Reservoir Parallel Watermain, Change Order #1

Enclosed is a copy of Change Order #1 for the Reservoir Parallel Watermain Project, from North Country Contractors LLC in the amount of \$45,186.22. This will bring the final contract amount from \$875,000 to \$920,186.22. The change order covers extra work required to complete the project, and is largely attributed to the lack of records for ancient infrastructure in and around the reservoir tanks. It is important to note this project ran under budget, and will remain under budget, even with approval of Change Order #1.

Construction began in June 2014 and was successfully completed in November 2014. City staff worked closely with the contractor during the course of construction, and identified cost savings opportunities which are reflected in the contractor's final payment. The total amount paid under the original contract is \$810,295, which is \$64,705 under budget. **With approval of Change Order #1, the total contract value to be paid is \$855,481.22 which is \$19,518.78 under budget.**

The purpose of the project was to provide redundancy in the water supply system to the City's reservoir tanks, in order to maintain adequate capacity and pressure in the system, should the existing 100 plus year old watermain break or require maintenance. The project entailed the construction of approximately 3,000 linear feet of 16 inch watermain, running parallel to an existing 16 inch watermain, from Thompson Boulevard at Moore Avenue to the reservoir tanks in Thompson Park. The project also included replacement of valves and manifold systems at the reservoir tanks themselves, and construction of an asphalt trail which can be used for maintenance and recreation.

A bond ordinance amendment is not required for approval of CO#1, as the original bond ordinance covers this amount.

Please prepare a resolution approving these change orders for City Council consideration.

Cc:
Mike Sligar, Superintendent of Water
Jim Mills, Comptroller
File

Res No. 3

February 23, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Supplemental No. 2 to Professional Services Agreement, Stantec Consulting Services, Inc.

On July 15, 2013, City Council approved the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790 for the design of the rehabilitation of the Fairgrounds Municipal Arena. On March 17, 2014, City Council approved Supplemental No. 1 in the amount of not to exceed \$510,403 for detailed design and construction support services bringing the total contract amount to \$610,193.

Stantec Consulting Services, Inc. has now submitted Supplemental No. 2 to the Agreement for design work and testing not included in the original scope of work, as well as an upgrade to electrical service, hazardous material abatement design, and pool house renovations to meet ADA and building code requirements for the Fairgrounds Municipal Building Upgrade in the amount of \$78,000, bringing the total contract amount to \$688,193. As stated in City Engineer Justin Wood's attached report, this brings the total contract amount to \$688,193.

A Resolution is attached for City Council consideration. Approval of this Resolution is contingent upon approve of the Bond Ordinance Amendment in tonight's Council Agenda to cover the cost of this project.

RESOLUTION

Page 1 of 1

Approving Supplemental No. 2 to Professional Services Agreement, Stantec Consulting Services, Inc.

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

Introduced by

WHEREAS on July 15, 2013, the City Council of the City of Watertown approved the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790 for the design of the rehabilitation of the Fairgrounds Municipal Arena, and

WHEREAS Supplemental No. 1 was approved by City Council on March 17, 2014 for detailed design and construction support services for the Fairgrounds Municipal Building Upgrade Project not to exceed the amount of \$510,403, bringing the total contract amount to \$610,193, and

WHEREAS Supplemental No. 2 has been submitted by Stantec Consulting Services Inc. for design work and testing not included in the original scope of work, as well as an upgrade to electrical service, hazardous material abatement design, and pool house renovations to meet ADA and building code requirements for the Fairgrounds Municipal Building Upgrade in the amount of \$78,000, bringing the total contract amount to \$688,193,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Supplemental No. 2 to the Professional Services Agreement with Stantec Consulting Services Inc., and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Change Order No. 2 document on behalf of the City of Watertown.

Seconded by



AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	23 February 2015
"Stantec"	STANTEC CONSULTING SERVICES INC.	Stantec Project #	191060204
		Stantec Pipeline #	
	61 Commercial Street Rochester, NY 14614 Ph: (585) 475-1440 Fx: (585) 272-1814 email: Jeri.Pickett@Stantec.com		
CLIENT	CITY OF WATERTOWN	Client Project #	2015-01
	245 Washington Street, Watertown, NY 13601 Ph: (315) 785-7740 Fx: (000) 000-0000 email: jwood@watertown-ny.gov		

Project Name and Location: Fairgrounds Municipal Arena Upgrade, Watertown, NY Change Order # 2

This is authorization for Stantec to perform additional services on the project as noted above.

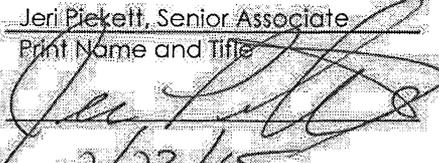
- A. Stantec agrees to perform the following additional service(s):
Refer to attached Proposal dated 2/19/2015
- B. CLIENT agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:
Refer to attached Proposal dated 2/19/2015
- C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: No impact

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

STANTEC CONSULTING SERVICES INC.

CITY OF WATERTOWN

Jeri Pickett, Senior Associate
 Print Name and Title
 Signature 
 Date Signed: 2/23/15

 Print Name and Title
 Signature _____
 Date Signed: _____



Stantec Consulting Services Inc.
61 Commercial Street, Suite 100
Rochester NY 14614-1009
Tel: (585) 475-1440
Fax: (585) 272-1814

February 19, 2015

Mr. Justin Wood
City of Watertown
245 Washington Street
Watertown, NY 13601

Dear Justin,

**Reference: Watertown Municipal Arena
Architectural and Engineering Additional Design Services Proposal - Revised**

As we have discussed during the design process there were services provided that were outside the original scope of work as dictated in our March 4, 2014 proposal. As such, we are providing this proposal to obtain compensation to account for these additional services. Below is a summary of the original scope of work as compared to the final product and our respective justification for requested compensation.

BACKGROUND

Stantec commenced the design of the project based on a series of metrics. The following is a summary of those metrics relative to the final product upon the completion of the design documents:

<u>Assumption / Metric Description</u>	<u>Proposal Value</u>	<u>Actual Value</u>
Total Project Budget	\$7M	>\$8.5M
Construction Cost	\$5.67M	\$7.25M
A/E Fee (Design)	\$400K	\$506K
A/E Fee (% of Const. Cost)	9%	7%
Drawing Quantity	102	150
Cost per Drawing	\$5K	\$3.4K
Project Alternates	1	5

As can be seen, the project scope and complexity increased fairly significantly over the design period and resulted in a 27% overage in the design fees. We were hopeful that the design fee, as originally proposed, would be able to absorb these additional services. However, in reality, the project fees were not sustainable based on the increased scope.

JUSTIFICATION:

The following is a summary of the specific additional services and their respective costs, revised as per our discussion:

A. Hazardous Material Abatement Design - \$7,500

Stantec had excluded any work associated with the remediation of any hazardous materials. The discovery of PCB-laden caulk on the existing doors and windows required Stantec to incorporate the use of a hazardous material designer to develop professionally sealed abatement plans and a specification. (60 hrs @ \$125/hr).



**Reference: Waterford Municipal Arena
Architectural and Engineering Additional Design Services Proposal - Revised**

B. Second Floor Expansion (Alternate) - \$14,500

An opportunity was identified to expand a portion of the second floor over the area of the Concession Stand that was just an open vault to the roof. The opportunity was discussed and approved by the City to include this in the project as an Alternate. The design work consisted of adding a structural floor, walls, doors, lighting, power, HVAC, and fire protection. (116 hrs @ \$125/hr).

C. Digital Marquee (Alternate) - \$3,000

The City requested that a digital marquee be included as an Alternate to the project. Originally, the intention was to build a new marquee on the corner of Coffeen Street and William T Field Drive. Subsequently, an opportunity was identified to replace the existing park sign in-kind. This allowed the reuse of the existing infrastructure to avoid additional construction costs. (24 hrs @ \$125/hr).

D. Pool House Alterations (Alternate) - \$10,000

The Pool House Alternate was included in the original proposal but was described as just an aesthetic upgrade. Ultimately, the design included ADA upgrades that resulted bathroom addition, wall modifications, and utility infrastructure upgrades. (80 hrs @ \$125/hr).

E. Ramp to Pool House - \$4,000

The hallway leading to the Pool House lobby was designed and fully established. The City requested that a ramp be included to allow wheelchair connectivity directly between the facilities in the event there were overflow issues with the use of toilet facilities. The design was reworked to reflect this change. (32 hrs @ \$125/hr).

F. Electric Service Upgrade - \$25,000

The electrical service was at borderline capacity upon completion of the Master Plan. However, after the load calculations were complete, and upon discussions with the City electrician and National Grid, it was deemed necessary to consolidate the two existing electrical services into one larger system. This required the development of a new utility service and internal power distribution system. (200 hrs @ \$125/hr).

G. Electrical Systems - \$4,000

The existing security system and CCTV system were anticipated to remain as-is during the Master Planning work. However, in conversations with the City during the design phase it was agreed to replace and/or expand the systems in their entirety. (32 hrs @ \$125/hr)

H. Roof Pull Test - \$1,000

In order to establish the condition of the existing roof a pull-test needed to be conducted. The City requested that Stantec hire the contractor to conduct this test. The test was completed and Stantec has been invoiced for this work. (\$600 Invoice plus Coordination/Contract costs)

I. Ice System (Alternate) - \$2,000

In an effort to provide financial leverage for the City, it was agreed to list the Ice Systems work as an Alternate to the project. The design for this work was part of the original fee but the work required to break this into an alternate required additional effort. (16 hrs @ \$125/hr)

J. Paved Parking Areas (Alternate) - \$2,000

The City requested that Stantec add two potential areas of pavement to the east side of the facility as



February 19, 2015
Page 3 of 3

**Reference: Watertown Municipal Arena
Architectural and Engineering Additional Design Services Proposal - Revised**

an alternate. (16 hrs @ \$125/hr)

K. Building Structural Analysis - \$5,000

The City requested that Stantec conduct a structural analysis of the existing arena to understand the limitations of the structure for equipment associated with concert events (ie, lighting, speakers, etc). Stantec conducted the study and has a summary of the analysis prepared to deliver to the City. (40 hrs @ \$125/hr).

SUMMARY:

Stantec has successfully completed the design of the project and has provided additional services in good faith in order to maintain the critical path of this tight project schedule. In doing so, we are requesting additional compensation in the amount of \$78,000. This falls short of our value spent to date but is consistent with the additional work and value we have provided.

Please let me know if you approve of this request for additional services. If you have questions, concerns, or require additional information please do not hesitate to call. Thank you Justin.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in cursive script, appearing to read "Jeri Pickett".

Jeri Pickett, P.E., LEED® AP
Sr. Associate - Buildings Group
Phone: (585) 413-5341
Fax: (585) 272-1814
jeri.pickett@stantec.com

c. Eric St John; Roger Kelemecz, Jim Maland



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 21 February 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Fairgrounds Municipal Arena Upgrade, Supplemental #2 to the Agreement

Enclosed is a copy of Supplemental Agreement #2 to the professional services agreement with Stantec Consulting Services Inc. for City Council review and approval.

This supplemental agreement is requested to capture design work and testing which was not included in the original scope of work. The letter dated February 19, 2015 from Stantec, provides a summary of those tasks, which total \$78,000. The current amount is 20% less than the original request, as a result of negotiations with representatives at Stantec. After a review of the project history, and contract documents, I recommend approval of this agreement.

The single biggest task in the agreement is \$25,000 for an upgrade to the electrical service at the Arena proper. At conclusion of the Master Plan report in early 2014, and before detailed design was performed, energy usage data showed the electrical system would have capacity for the proposed renovations. As detailed design of the mechanical and electrical systems progressed, it became evident the system would be near capacity. The best course of action was to upgrade now as part of the renovation project, to allow for future energy demand, and the design was performed as such.

Another task was \$7,500 for hazardous material abatement design, which was necessary after the discovery of asbestos and PCB laden caulking around windows and doors. The Pool House Renovation was anticipated to be a cosmetic only upgrade, but became an extensive renovation to meet ADA and building code requirements. The extra design effort is represented by a \$10,000 task in the agreement. These three items (Electrical Service Upgrade, Hazardous Material Abatement, and Pool House Renovations) represent \$42,500 of the total, almost 55% of SA#2.

Supplemental Agreement #1, which was created for the purposes of performing detailed design and construction support services for the Fairgrounds Municipal Building Upgrade Project, was approved on March 17, 2014 for the not to exceed amount of \$510,403. The base agreement, which was for preliminary design and master planning, was approved on July 15, 2013 in the amount of \$99,790. Approval of SA#2 will bring the total contract amount to \$688,193.

cc: Amy Pastuf, Purchasing Agent
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller
File

Res No. 4

February 24, 2015

To: The Honorable Mayor and City Council

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

Subject: Adopting Guidelines and Administrative Procedures for the Program Year 2014 HOME Repair Program

On February 17, 2015, the City Council approved the HOME Investment Project Agreement between the City of Watertown and the Development Authority of the North Country for funds from the North Country HOME Consortium to operate a City-wide housing rehabilitation program. Guidelines and Administrative Procedures must be adopted to implement the program.

Guidelines and Administrative Procedures for the program have been drafted and can be viewed in the online agenda. The Guidelines are similar to those that have been approved in the past with a few changes to meet new regulations concerning income limits, rent limits, and property value limits.

A resolution has been prepared for City Council consideration that adopts the Guidelines and Administrative Procedures for the 2014 HOME Repair Program.

RESOLUTION

Page 1 of 1

Adopting Guidelines and Administrative Procedures for the Program Year 2014 HOME Repair 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 HOME Funding from the North Country HOME Consortium for the program year 2014 to support a City-wide rehabilitation program for owner-occupied 1-4 family properties, and

WHEREAS the City has agreed to administer the program in compliance with the rules and regulations established by HUD and published in the Code of Federal Regulations at 24CFR Part 570, and

WHEREAS guidelines and administrative procedures have been drafted as required to govern the operation of the HOME repair program,

NOW THEREFORE BE IT RESOLVED the proposed Guidelines and Administrative Procedures are hereby adopted and shall become effective immediately for all housing rehabilitation activities conducted with HOME Funding provided by the North Country HOME Consortium for program year 2014.

Seconded by

CITY OF WATERTOWN

HOME REPAIR PROGRAM

GUIDELINES

AND

ADMINISTRATIVE PROCEDURES

ADOPTED BY THE CITY COUNCIL
March 2, 2015

JEFFREY E. GRAHAM
MAYOR

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Funding for this program has been provided by a grant from the U.S. Department of Housing and Urban Development under the HOME Investment Partnerships Program. These guidelines and procedures have been prepared in compliance with rules established by HUD and published in the Federal Register at 24 CFR Part 570. The City of Watertown acknowledges and understands that these guidelines and procedures are and shall remain the sole property of Avalon Associates, Inc. for the exclusive use of that company while administering the local HOME Repair Program under contract to the city. Any other use of these materials without the express written consent of Avalon Associates, Inc. is illegal and unauthorized.

CITY OF WATERTOWN
HOME REPAIR PROGRAM

TABLE OF CONTENTS

PROGRAM GUIDELINES

1.0	GENERAL PROVISIONS	1
1.1	Statement of Purpose	1
1.2	Target Area	1
1.3	Organization and Authority	2
2.0	DEFINITIONS	4
3.0	ELIGIBILITY FOR ASSISTANCE	7
3.1	General Eligibility	7
3.2	Eligibility for HOME Assistance	7
3.3	HOME Value Limits	7
3.4	Income Targeting	8
4.0	ELIGIBLE IMPROVEMENTS	9
4.1	Priority 1: Health & Safety Improvements	9
4.2	Priority 2: Energy Related Improvements	10
4.3	Priority 3: Other Necessary Improvements	11
4.4	Applicable Standards	12
4.5	Ineligible Improvements	12
4.6	Contract Method	13
4.7	Self-Help Method	13
4.8	Combination Self-Help & Contract Method	13
5.0	FINANCIAL ASSISTANCE	14
5.1	Deferred Payment Loans	14
5.2	Loan Calculation	15
5.3	Multiple Loans	15
5.4	Minimum Owner Contribution	15
5.5	Selection Criteria	16
5.6	Imminent Threat Situations	16
6.0	SPECIAL CONDITIONS	17
6.1	Property Taxes	17
6.2	Insurance	17
6.3	Sale and Occupancy Limitation	17
6.4	Rent Limitation	18
6.5	Lease Requirements	19

CITY OF WATERTOWN
HOME REPAIR PROGRAM

TABLE OF CONTENTS

ADMINISTRATIVE PROCEDURES

7.0	APPLICATION PROCESSING	20
8.0	VERIFICATION OF ELIGIBILITY	21
8.1	Ownership	21
8.2	Income	21
8.3	Insurance and Taxes	23
8.4	HOME Value Limits	23
9.0	INSPECTION, WORK WRITEUP AND CONTRACTOR SELECTION	24
9.1	Property Inspection	24
9.2	Work Writeup	24
9.3	Energy Audits	25
9.4	Lead-Based Paint - Compliance with Part 35 Regulations	26
9.5	Green Rehabilitation Practices	27
9.6	Solicitation of Proposals	28
9.7	Selection of Contractor	28
9.8	Contractor Qualifications	28
10.0	PROJECT FILE	29
10.1	Application for Assistance	29
10.2	Project Agreement	29
10.3	Note and Mortgage	29
11.0	CONSTRUCTION CONTRACT	30
11.1	Escrow Account	30
11.2	Subcontractor Approval	30
11.3	Self-Help Method	30
11.4	Pre-Construction Conference	30
11.5	Notice to Proceed	30
12.0	INSPECTION AND PAYMENTS	31
12.1	Construction Inspections	31
12.2	Payment Inspections	31
12.3	Payments	32
12.4	Pre-Payments	32
12.5	Self-Help	32
12.6	Change Orders	33
12.7	Final Payment	33

CITY OF WATERTOWN

HOME REPAIR PROGRAM

APPENDIX A TARGET AREA MAP
HOUSEHOLD INCOME LIMITS FOR HOME LOAN ELIGIBILITY
RENT LIMITS FOR APARTMENTS WITH HOME ASSISTANCE

APPENDIX B LEAD-BASED PAINT HAZARD REDUCTION PLAN
BROCHURES FOR LEAD-BASED PAINT AND RADON HAZARDS

APPENDIX C GREEN REHABILITATION PLAN
BROCHURES FOR GREEN REHABILITATION & MAINTENANCE

APPENDIX D REHABILITATION STANDARDS FOR 1-4 UNIT STRUCTURES

APPENDIX E STANDARDS FOR HISTORIC REHABILITATION

APPENDIX F PROGRAM FORMS:

Form 100 Project File Checklist
Lead-Based Paint Checklist
Program Outline

Form 101 Preapplication
Tenant Eligibility (Attachment)
Income Certification (Attachment)

Form 102 Inspection Report
Lead-Based Paint Notifications to Property Owner (and Tenant)
Interagency Referral - Weatherization Assistance Program
EmPower New York Application
Environmental Statutory Checklist
Floodplain Management Worksheet
Assessed Value Opinion

Form 103 Work Writeup
General Conditions (Attachment)
Lead-Safe Work Practices (Attachment)

Form 104 Contractor Proposal

Form 105 Proposal Tabulation
Project Cost Breakdown (Attachment)
Contract Adjustment (Attachment)
24 CFR Part 35 Applicability Worksheet

Form 106 Application for Assistance
HOME Financing Computations (Attachment)
Tenant Notification of Rent Limitations (Attachment)

Form 107 Project Agreement
Note and Mortgage
Rider to Note and Mortgage

Form 108 Construction Contract
Contractor Certification of Compliance with 24 CFR Part 35 Regulations

Form 109 Subcontractor Approval

Form 110 Notice to Proceed

Form 111 Inspection Report

Form 112-P Authorization for Progress Payment

Form 112-F Authorization for Final Payment

Form 113 Change Order
Revised HOME Financing Computations (Attachment)

Form 114 Release of Liens and Warranty

Form 115 Certificate of Completion and Loan Agreement
Sale and Occupancy Limitation (Attachment)
Rent Limitation (Attachment)

Form 116 Disposition of Funds Report

Form 117 Contractor Qualifications

CITY OF WATERTOWN
HOME REPAIR PROGRAM
PROGRAM GUIDELINES

1.0 GENERAL PROVISIONS

1.1 Statement of Purpose

The purpose of this program is to improve neighborhood 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. Tests will be conducted to identify radon gas and lead-based paint hazards; and those problems will be addressed in each property where work is completed under this program. Energy conservation improvements, historic preservation and other necessary repairs will be encouraged whenever work is completed under this program.

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 local, state and federal regulations.

Financial assistance will be available to help qualified applicants pay the cost of eligible improvements that are completed under this program. That financing will be in the form of deferred payment loans that will not be repaid if the applicant complies with all program guidelines for a period of five years after the work is completed on their property. Other restrictions, including sale and occupancy and rent limitations, will also apply during that five year regulatory period.

1.2 Target Area

The entire City of Watertown is the Target Area for this program. HOME financing will be available to pay for qualified rehabilitation improvements in any owner-occupied 1-4 family property in the city that satisfies the eligibility requirements detailed in Section 3 of these guidelines.

1.3 Organization and Authority

The HOME Repair Program in Watertown has been organized to assure that available federal 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 local HOME Repair Program and agreed to comply with all applicable rules and regulations that are imposed by the U.S. Department of Housing and Urban Development. Specific responsibilities and authority for administration of the program have been delegated in these guidelines. However, 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 individuals who are 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 HOME 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 maintenance of project files, 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 HOME loan financing 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 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 City Comptroller. 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 Comptroller without review and recommendation by the Program Coordinator.

2.0 DEFINITIONS

This section provides definitions for various terms used in connection with the HOME Repair Program in the city of Watertown. When these terms are capitalized in the text of this document, they shall have the meaning and definition detailed here.

- a. **Affordable Rent** - the maximum rent that can be charged for a rental apartment after assistance is provided under this program. The current rent limits are listed in APPENDIX A based on the High HOME Rent Limits that are established by HUD.
- 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. **Deferred Payment Loan** - the form of HOME financing that is available under this program. HOME funds will be advanced to pay the cost of Eligible Improvements subject to a lien that is placed on the property and secured by a note & mortgage that is recorded in the County Clerk's office. No payment will be required as long as the property owner complies with all requirements of the program; and each loan is converted to a grant after a five year regulatory period.
- d. **Elderly Household** - a household where the head (or spouse) is 62 years of age or older.
- e. **Eligible Cost** - the total cost of eligible improvements minus any Excess Cost as defined in this Section.
- f. **Eligible Improvements** - rehabilitation activities that are necessary to eliminate code violations and other health and safety problems, to complete energy-related improvements, and to do other work that is required to address problems in an eligible property.
- g. **Excess Cost** - rehabilitation cost that cannot be considered for assistance under this program, including:
 - (1) the cost of ineligible improvements (see Section 4.5);
 - (2) the cost of required improvements in housing units that are occupied by households that are not Lower Income;
 - (3) the cost of required improvements in non-residential portions of eligible properties; and
 - (4) the extra cost incurred when the property owner selects a contractor who was not the low bidder for their project.

- h. Historic Preservation Standards** - guidelines for rehabilitation of historic properties based on "The Secretary of the Interior's Standards for Rehabilitation" (see APPENDIX E).
- i. HOME** - the HOME Investment Partnerships Program administered by the Development Authority of the North Country (DANC) under contract with Jefferson County, the lead agency for the North Country HOME Consortium, which is the participating jurisdiction that has received the HOME funding from the U.S. Department of Housing and Urban Development.
- j. HOME Value Limits** - the maximum value for properties that can be considered for assistance under this program. Those limits are established by HUD for 1-4 unit properties based on sales data collected by the Federal Housing Administration for existing homes.
- k. Household Income** - the total annual income for all adult 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.).
- l. HUD** - the U.S. Department of Housing and Urban Development, the federal agency providing funding for this program.
- m. Income Limits** - The income limits specified in APPENDIX A (based on the latest medians established by HUD). Income Limits are adjusted by family size within the following categories:

 - Very Low Income** - Household Income that is not more than 50% of the median for the Watertown-Fort Drum MSA.
 - Low Income** - Household Income that is more than 50% but not more than 60% of the median for the Watertown-Fort Drum MSA.
 - Moderate Income** - Household Income that is more than 60% 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.
- n. 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 ensure that housing receiving federal assistance for rehabilitation activities does not pose lead-based paint hazards to young children (see APPENDIX B).

- o. **Minimum Owner Contribution** - funds that must be contributed by the applicant to cover any Excess Cost, as defined in this Section.
- p. **Mixed-Use Property** - a building occupied by business(es) and residential unit(s).
- q. **Owner-Occupied Property** - a Residential Property that is occupied by the property owner as a primary residence.
- r. **Program Coordinator** - the individual or agency designated by the city to administer the HOME Repair Program.
- s. **Project File** - the file maintained by the Program Coordinator including all forms and documentation for each case that is processed through the HOME Repair Program.
- t. **Project Review Committee** - the Committee appointed by the City Manager to 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.
- u. **Rehabilitation Standards** - guidelines for rehabilitation of 1-4 unit structures adapted by the North Country HOME Consortium from a model developed by the National Center for Lead-Safe Housing (see APPENDIX D).
- v. **Rent Limit** - the maximum rent that can be charged for any apartment that is rehabilitated with assistance under this program. That rent (including an allowance for the cost of utilities paid by the tenant) may not exceed the High HOME Rent Limits established by HUD for this program (see rent limits in APPENDIX A).
- w. **Residential Property** - a building with at least one residential unit. Mixed-Use Property is considered Residential Property.
- x. **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).
- y. **Target Area** - the area where assistance may be provided under this program as detailed in Section 1.2 and APPENDIX A.

3.0 ELIGIBILITY FOR ASSISTANCE

3.1 General Eligibility

Assistance is available under this program to help pay the cost of eligible improvements in owner-occupied 1-4 family properties that are identified by the Program Coordinator to be substandard and “at-risk” due to code violations, lead-based paint hazards, asbestos, radon, indoor air quality problems or other problems that are an immediate threat to the health and safety of the occupants. 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 that is 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 hazard insurance (incl. flood insurance if applic.).

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 HOME Assistance

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

Vacant apartments will be eligible for assistance if the property owner agrees to rent those units to Lower Income households with rents that do not exceed the High HOME Rent Limits established by HUD for this program.

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

3.3 HOME Value Limits

HOME loan assistance may not be provided for any property that will have an estimated value (after rehabilitation) that exceeds the HOME Value Limits established by HUD and revised annually based on FHA data for sales of existing homes in Jefferson County.

3.4 Income Targeting

To the extent possible, the assistance that is available under this program will be targeted to the lowest income property owners so this limited resource will be used where it is needed most. The selection criteria that are detailed in Section 5.5 will be used to choose applicants when multiple preapplications have been received for which all of the required eligibility documentation is available in the Project Files. When those selection criteria are being applied, every effort will be made to accomplish the following distribution of funding for the program as a whole:

- a.** At least 50% of the HOME financing that is available for this program will go to applicants whose Household Income is not more than 50% of the HUD-Adjusted Median Family Income (HAMFI) for the Watertown-Fort Drum MSA. Those Very Low Income households will get first priority for assistance under this program.
- b.** At least 50% of the financing that is available for applicants who are not Very Low Income will go to applicants whose Household Income is not more than 60% of the HUD-Adjusted Median Family Income (HAMFI) for the Watertown-Fort Drum MSA. Those Low Income households will get second priority for assistance under this program.

4.0 ELIGIBLE IMPROVEMENTS

4.1 Priority 1: Health & 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. **Rehabilitation Standards** - any work items required to comply with the guidelines for rehabilitation of 1-4 unit structures 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 guidelines for rehabilitation of 1-4 unit structures as detailed in APPENDIX D of these guidelines.
- e. **Heating Systems** - installation or upgrading heating systems to maintain a temperature of 68 degrees F. (75 degrees F. for Elderly).
- f. **Structural** - repair or replacement of any defective structural elements, including: porches, foundations, support columns, bearing walls, roofs, 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** - removal of lead-based paint hazards.
- 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. All applicants should be referred to those agencies in order to maximize the funding available for each project and 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 Jefferson County 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 HOME 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 energy conservation and weatherization improvements (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** - with special approval by the Project Review Committee, 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.

4.4 Applicable Standards

The following standards will apply to all properties where work is to be done with assistance under the HOME Repair 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 property is exempt or the work qualifies under the de minimis limitations detailed in those regulations (see APPENDIX B).
- c. **Energy Conservation and Green Rehabilitation** - an energy audit should be conducted for each project that is considered for assistance under this program; and all rehabilitation work should follow that audit and the Green Rehabilitation Plan that has been developed for the City of Watertown (see APPENDIX C).
- d. **Rehabilitation Standards** - the guidelines in the Rehabilitation Standards for 1-4 Family Structures produced by the North Country HOME Consortium are the minimum standards for all work to be completed with assistance under this program (see APPENDIX D).
- e. **Historic Preservation** - properties identified by the State Historic Preservation Office as having historic, architectural or cultural significance will be rehabilitated in accordance with the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (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. HOME funds may not be used to pay for ineligible improvements.

- 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 (including expansion into non-living space) unless required to eliminate overcrowding.
- 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 property owner. In that case, however, all self-help work must be completed before any HOME funds are advanced and before any contractor is permitted to begin working in the property.

5.0 FINANCIAL ASSISTANCE

HOME financing will be available to pay the cost of Eligible Improvements in owner-occupied 1-4 family Residential Properties that have been identified as substandard and are 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.

Applications will generally be considered when all of the required eligibility documentation is provided. However, since the available funds are limited, preference will be given to those applicants who demonstrate special needs in terms of housing deficiencies or the resources they have to deal with those problems.

HOME financing may not be provided for improvements in residential units occupied by households that do not qualify as Lower Income or in the non-residential portion of eligible properties, including garages, storage sheds or other outbuildings. However, improvements may be needed in those areas 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 that work will be Excess Cost which is included in the Minimum Owner Contribution required by Section 5.4 of these guidelines.

5.1 Deferred Payment Loans

Deferred payment loans will be available to help pay the cost of Eligible Improvements up to a maximum of \$25,000 for each housing unit. Loan repayments will be deferred as long as the owner continues to occupy the property as their primary residence and satisfies all other requirements of the program. If the owner moves, or the property is sold within five years, the seller must immediately repay a portion of the HOME loan, as follows:

- a. 100% of the loan must be repaid if the property is sold or the owner moves within one year after the date of the final payment;
- b. 80% if the property is sold or the owner moves more than one year but within two years after the date of final payment;
- c. 60% if the property is sold or the owner moves more than two years but within three years after the date of final payment;
- d. 40% if the property is sold or the owner moves more than three years but within four years after the date of final payment; and
- e. 20% if the property is sold or the owner moves more than four years but within five years after the date of final payment.

This repayment obligation expires five years after the date of final payment if the owner has complied with all other requirements of the program.

5.2 Loan Calculation

For work to be performed by a contractor, HOME loans 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 5.4.d.

For self-help work provided by the property owner, HOME loans will be calculated on the basis of the actual purchase price of the materials only.

5.3 Multiple Loans

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

5.4 Minimum Owner Contribution

The property owner may be required to contribute cash to the project if the cost of the work exceeds \$25,000 for any housing unit or the project includes any work that is not eligible for assistance under this program. 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 any other federal or state programs. The required owner contribution must be deposited with the city before any work can begin on the project.

5.5 Selection Criteria

Applications will be accepted at any time and considered when all eligibility documentation has been provided. Preference will be given to those cases where special needs are demonstrated, as follows:

- a.** At least 50% of the financing assistance that is available under this program will be targeted to applicants whose Household Income is less than 50% of the HUD-adjusted Median Family Income (HAMFI) for the Watertown-Fort Drum MSA; and at least 50% of the remaining funds will be targeted to applicants whose Household Income is less than 60% of the HAMFI for the Watertown-Fort Drum MSA (see Income Limits in APPENDIX A).
- b.** Properties with owners whose household income is fixed (eg: social security, retirement, disability, etc.) will be given preference over properties with owners whose income is from sources that could increase in the future.
- c.** Preference may be given to properties that need emergency repairs to eliminate problems that are an immediate threat to the structural integrity of the building or the health and safety of the occupants.
- d.** Preference may be given to properties with serious code violations if they are a threat to the integrity of the structure or the safety of the occupants. In those cases, all code violations must be addressed and other needed improvements should be included in the project.
- e.** Properties where previous improvements have been made with federal or state assistance may be assisted under this program only after all other qualified applications on file have been considered.

5.6 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 the HOME financing may be authorized by the City Manager on the recommendation of the Program Coordinator. In these cases, the HOME financing may exceed the limits established in Section 5.1 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.

6.0 SPECIAL CONDITIONS

The following special conditions apply in all cases where HOME 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 every 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 Limitation

Applicants must agree not to sell properties assisted under this program for a period of five years after rehabilitation work is completed. They 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 HOME loan, as outlined below:

- a. 100% of the loan must be repaid if the property is sold or the owner moves within one year after the work is completed;
- b. 80% must be repaid if the property is sold or the owner moves more than one year but within two years after the work is completed;
- c. 60% must be repaid if the property is sold or the owner moves more than two years but within three years after the work is completed;
- d. 40% must be repaid if the property is sold or the owner moves more than three years but within four years after the work is completed; and
- e. 20% must be repaid if the property is sold or the owner moves more than four years but within five years after the work is completed.

This repayment obligation expires five years after the date of final payment if the owner has complied with all other requirements of the program.

6.4 Rent Limitation

If there are rental apartments in the property, the owner must agree to limit rents for a period of five years after the work is completed. The current Rent Limits are listed in APPENDIX A. Those are the High HOME Rent Limits established by HUD for this program; and they are revised annually to reflect affordable rents for Lower Income households in Jefferson County.

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 as Lower Income.

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 HOME financing was approved or at the time they moved into the apartment (whichever is later).

These requirements will be detailed in a note and mortgage that will be recorded in the office of the County Clerk establishing a lien on the property that will continue during the five year regulatory period.

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 a portion of the HOME loan, as follows:

- a. 100% of the loan must be repaid if the rent limitation is violated within one year after the work is completed;
- b. 80% must be repaid if the rent limitation is violated more than one year but within two years after the work is completed;
- c. 60% must be repaid if the rent limitation is violated more than two years but within three years after the work is completed;
- d. 40% must be repaid if the rent limitation is violated more than three years but within four years after the work is completed; and
- e. 20% must be repaid if the rent limitation is violated more than four years but within five years after the work is completed.

This rent limitation expires five years after the date of final payment and no repayment will be required if the property owner has satisfied all other terms of their Project Agreement.

6.5 Lease Requirements

Apartments that are rehabilitated with assistance under this program must be rented with leases that are written for a term of not less than one year. Those leases must comply with the federal regulations at 24CFR92.253 and may not include any of the following terms or provisions:

- a. Agreement by the tenant to be sued, to admit guilt, or to a judgement in favor of the owner in a suit brought in connection with the lease.
- b. Agreement by the tenant that the owner may take, hold, or sell personal property of the household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
- c. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
- e. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- f. Agreement by the tenant to waive any right to a trial by jury.
- g. Agreement by the tenant to waive their right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- h. Agreement by the tenant to pay attorney's fees or other costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant may be obligated to pay the costs if the tenant loses.

In addition to the prohibited lease terms outlined above, an owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted under this program except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

CITY OF WATERTOWN
HOME REPAIR PROGRAM

ADMINISTRATIVE PROCEDURES

7.0 APPLICATION PROCESSING

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

Function	Reference Section
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 a work writeup and cost estimate for review and approval by the owner.	Section 9.2 APPENDIX F, Form 103
Distribute the work writeup to qualified contractors and collect proposals.	Section 9.4 APPENDIX F, Form 104
Property owner selects the contractor & decides on the scope of work for the project.	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 for signature.	Section 10.2 APPENDIX F, Form 107
Prepare construction contract and collect insurance certificates from contractor.	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 this 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 HOME financing can be approved. Applicants may apply for assistance before obtaining clear title, but must prove ownership before any financing approval can be given.

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 and life tenancy agreements are not acceptable proof of ownership even 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 to determine eligibility for HOME financing. Household Income must include all income from all sources for each adult member of the household (includes all persons aged 18 or older). A complete, signed copy of the latest federal tax return with all schedules and attachments (W-2, 1099, etc.) will always be requested 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. The following paragraphs detail the additional 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 with all schedules and attachments (W-2, 1099, etc.) and copies of current payroll stubs, statements from employers or other documentation as required to determine the current annual 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

Statements 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

Statements 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 current 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 estimated for the current year and may be imputed for those assets that do not generate current interest or dividends.

f. Income from Real Estate

Details of all income from rental properties. 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 included (eg: depreciation or amortization deductions) and personal or household expenses that have been paid by the business will be deducted from the expenses used to calculate 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 adult 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 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 town, county, city and school taxes) 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. As an alternative, the Program Coordinator may accept written statements from the city to document current payment of these charges.

8.4 HOME Value Limits

The Program Coordinator must determine that the value of the property will not exceed the HOME Value Limits established by HUD based on data provided by the Federal Housing Administration for sales of existing homes in Jefferson County. Generally, that value will be the assessment adjusted to “full value” by applying the current equalization rate provided by the New York State Department of Equalization and Assessment. As an alternative, the Program Coordinator may accept a recent appraisal to establish current value. For these purposes, it is assumed that the proposed improvements will not affect the property value.

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 HOME Repair Program to help the applicant qualify for HOME loan assistance. However, neither the city nor its employees, contractors or consultants assume 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 identify 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 address 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 HOME 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:

Before the work writeup is finalized, the applicant should be referred to the Community Action Planning Council of Jefferson County, which administers the local Weatherization Assistance Program, for a determination of eligibility under that program.

b. Rehabilitation with an Energy Audit:

When assistance is being provided through the Weatherization Assistance Program, 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 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 HOME Repair Program but are not funded under the Weatherization Assistance Program will be included in the work writeup that is 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 that were built before 1978. If that work is financed with federal funds from HUD, painted surfaces must be tested to determine whether lead-based paint is present; and any work that disturbs those painted surfaces must be performed by contractors who are trained to use “safe work practices” that will not create a hazard for young children in the property. When all work is completed, the work site must be inspected by a “certified” clearance inspector to assure that no dust is present that is contaminated with lead-based paint.

- a. Certain properties and 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, including:
 - (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. EnergyStar 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 particle board 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 HOME financing that might be available based on the proposed scope of work and cost estimate. If those 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 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 HOME financing 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 HOME financing will be calculated on the basis of the lowest acceptable proposal received from a qualified contractor in this process. If another proposal is selected, the property owner will be required to pay the difference between the amount of that proposal and the lowest acceptable proposal received. That 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 presentation to 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 contractor 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 HOME financing for the project. The Program Coordinator will then prepare a project agreement (Form 107) specifying the amount of HOME loan 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 HOME loan and to assure compliance with the sale and occupancy and rent limitations detailed in Sections 6.3 and 6.4 of these guidelines. Those documents will be recorded in the office of the County Clerk.

11.0 CONSTRUCTION CONTRACT

Following approval of the HOME financing 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 required to contribute to 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 HOME 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 on file and the owner contribution is deposited (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 city nor its employees, contractors or consultants are party to the construction contract. The city and its employees, contractors and consultants assume 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 HOME 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 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 elsewhere.

In those cases where the property owner is required to contribute to the cost of this work, the owner's funds will be used for progress payments before any HOME funds are used. After approval of each payment by the city, 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 HOME 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 HOME financing 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 written 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 HOME funds can be used for a change order. If any 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

HOME REPAIR PROGRAM

HOUSEHOLD INCOME LIMITS FOR HOME GRANT ELIGIBILITY

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

(Effective January 22, 2014)

<u>Family Size</u>	<u>80% of Median</u>	<u>60% of Median</u>	<u>50% of Median</u>
1 Person	\$33,050	\$24,780	\$20,650
2 Person	\$37,750	\$28,320	\$23,600
3 Person	\$42,500	\$31,860	\$26,550
4 Person	\$47,200	\$35,400	\$29,500
5 Person	\$51,000	\$38,280	\$31,900
6 Person	\$54,750	\$41,100	\$34,250
7 Person	\$58,550	\$43,920	\$36,600
8 Person	\$62,300	\$46,740	\$38,950

Income limits for households larger than eight persons are determined by adding \$3,800 (80% of Median) or \$2,840 (60% 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

HOME REPAIR PROGRAM

RENT LIMITS FOR APARTMENTS WITH HOME ASSISTANCE

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

(Effective May 1, 2014)

Unit Size	High HOME Rent Limit
0 Bedroom	\$ 660 /mo.
1 Bedroom	\$ 708 /mo.
2 Bedroom	\$ 852 /mo.
3 Bedroom	\$ 975 /mo.
4 Bedroom	\$1,069 /mo.
5 Bedroom	\$1,161 /mo.
6 Bedroom	\$1,252 /mo.

The maximum HOME rents are the lesser of the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or a rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

The Rent Limits listed above are the High HOME Rents established by HUD. 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).

For apartments with more than 6 bedrooms, the Rent Limits are calculated by adding 15% to the 6 bedroom Rent Limit for each extra bedroom.

Source: 24 CFR Part 92.252 (March 29, 2014)

City of Watertown
HOME REPAIR PROGRAM
Original Forms

(7/21/2014)

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CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROJECT FILE CHECKLIST

Property Owner:		Case No:
Address:		
Date	Description	(Form No.)
	Preapplication Received	(Form 101)
	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	
	Floodplain Management Worksheet in Project File	
	Environmental Statutory Checklist in Project File	
	Assessed Value Opinion in Project File	
	Inspection Report Completed	(Form 102)
	Work Write-up Approved by Property Owner	(Form 103)
	Proposal Package Distributed to Contractors	
	Contractor Proposals Received	(Form 104)
	Contractor Selected by Property Owner	(Form 105)
	Application for Assistance Submitted by Property Owner	(Form 106)
	24 CFR Part 35 Applicability Worksheet Completed and in Project File	
	HOME Financing Approved by Project Review Committee	(Form 106)
	Notification of Rent Limitations Distributed to Tenant(s)	
	Review Lease for Terms and Provisions Prohibited by 24 CFR 92.253	
	Project Agreement Executed	(Form 107)
	Note & Mortgage Signed by Property Owner (hold in file until work is completed)	
	Project Setup Submitted to DANC	
	Owner Contribution Deposited in Escrow Account	
	Construction Contract Executed	(Form 108)
	Subcontractor(s) Approved by Property Owner	(Form 109)
	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	(Form 110)
	Progress Inspection and Payment Authorization	(Form 111, 112)
	Progress Inspection and Payment Authorization	(Form 111, 112)
	Change Order and Funding Adjustment	(Form 113)
	Final Inspection and Payment Authorization	(Form 111, 112)
	Release of Liens and Warranty Signed by Contractor	(Form 114)
	Lead Clearance Achieved (Test Results in Project File)	
	Certificate of Completion from Property Owner	(Form 115)
	Final Payment to Contractor	
	Disposition of Funds Report to Property Owner	(Form 116)
	Note & Mortgage Recorded in County Clerk's Office	
	Completion Report Submitted to DANC	

**CITY OF WATERTOWN
HOME REPAIR 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

HOME REPAIR PROGRAM

PROGRAM OUTLINE

The purpose of this program is to improve neighborhood 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 assistance is provided under this program.

A Program Coordinator is available to help you identify eligible improvements in your property and determine the best way to complete that work. He will also help you find qualified local contractors who can complete the work you want to do on your property. Federal regulations and local program guidelines limit eligible improvements to those work items needed to eliminate code violations and address other serious problems. Public funds are provided to support this program; and those funds 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; but you will make all decisions about that work. Neither the city nor the Program Coordinator will be responsible or liable 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. That financing will be in the form of a deferred payment loan that will not be repaid as long as you comply with all program guidelines.

Assistance will be available for owner-occupied 1-4 family properties located anywhere in the city with owners and tenants who qualify as lower income (household income below 80% of the HUD-adjusted Median Family income); but preference will be given to those applicants who have the greatest need. You can get on the list for assistance by submitting the attached Preapplication. The following materials must also be included 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 assistance under the HOME Repair 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 HOME 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

HOME REPAIR PROGRAM

PREAPPLICATION

APPLICANT INFORMATION		Date:	Case No:
Name:		Phone:	
Address:		Family Size:	
PROPERTY INFORMATION		# Housing Units:	
Section/Block/Lot No:	Current Assessment:		
Equalization Rate:	Calculated Full Value:		
OWNER'S HOUSEHOLD INFORMATION			
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 (HUD), the federal agency providing funding for this program. It will be used only for those reports.			
Ethnicity: (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		Race: (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 and 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? Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Age:		EBL:	
Age:		EBL:	
Age:		EBL:	
This Preapplication is being submitted to establish eligibility for assistance under the HOME Repair 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

HOME REPAIR PROGRAM

TENANT ELIGIBILITY

TENANT INFORMATION	Date:	Case No:
Name:	Phone:	Family Size:
Address:	Apartment #:	# of Bedrooms:
HOUSEHOLD INFORMATION		
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 (HUD), the federal agency providing funding for this program. It will be used only for those reports.		
Ethnicity: (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		Race: (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 and 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? Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Age:		EBL:
Age:		EBL:
Age:		EBL:
HOUSING EXPENSE INFORMATION		
Provide your current rent and indicate which utilities are paid by you or included in the rent. Utility allowances will be calculated by the Program Administrator.		
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
Total Rent & Utility Allowances	\$ / month	
This information is being submitted to support a Preapplication for assistance under the HOME Repair 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

HOME REPAIR PROGRAM

INCOME CERTIFICATION

Name:	Case No:
Address:	Phone:

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

INCOME SUMMARY	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)	\$		\$
Totals	\$		\$

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	\$
	\$ /month	\$ /month	\$
	\$ /month	\$ /month	\$
	\$ /month	\$ /month	\$
	\$ /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		\$
Net Business Income		\$

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
HOME REPAIR PROGRAM
INSPECTION REPORT

Property Owner:	Case No:
Address:	Inspector:
<i>PRIORITY 1 - HEALTH & SAFETY (Code Compliance)</i> <i>(Cost Estimate)</i>	
<i>PRIORITY 2 - ENERGY CONSERVATION & WEATHERIZATION</i> <i>(Cost Estimate)</i>	
<i>PRIORITY 3 - OTHER NECESSARY IMPROVEMENTS</i> <i>(Cost Estimate)</i>	
“AT-RISK” CERTIFICATION	
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 HOME Repair Program.	
Rehabilitation Specialist: _____	Date: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

Property Owner:				Case No:
Address:				Inspector:
WORK ITEM	ACCEPTABLE	NEEDS REPAIR	REPAIRED	COMMENTS
<i>GENERAL STRUCTURE</i>				
Roofing Material				Type: Age:
Decking				Pitch:
Eaves, Soffits, Gutters				
Flashing				
Chimney				Height: Diameter:
Siding				Type:
Sidewall Insulation				Type: Thickness:
Porches/Stoops:				
Steps				Handrails:
Exterior Doors				Storms:
Windows, Trim				Storms:
<i>FOUNDATION</i>				
Walls				Stone/Brick/Concrete/None
Floor				
Beams/Joists				
Basement Windows				
Basement Steps				Handrail:
Outside Hatchway				Handrail:
<i>ATTIC</i>				
Rafters/Collar Ties				
Roof Decking				
Insulation				Type: Thickness:
Vents: Ridge/Soffit/Gable				

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

Property Owner:				Case No:
Address:				Inspector:
WORK ITEM	ACCEPTABLE	NEEDS REPAIR	REPAIRED	COMMENTS
<i>SYSTEMS</i>				
Heating:				Fuel:
Boiler/Furnace				BTU Output: Age:
Ductwork				
Piping				
Oil Tank				Capacity:
Main Shutoff				
Wiring:				
Entrance Cable				
Panel Box				Amps: Breakers: Fuses:
Wiring				
Junction Boxes				
GFI's				Panel: Exterior:
Smoke Detectors				Hard-Wired: Battery:
Main Shutoff				
Plumbing:				
Water Supply Lines				Copper/Galvanized/Lead
Waste Lines & Vents				Copper/Iron/Plastic
Hot Water Heater				Age: Fuel: Capacity:
Main Shutoff				

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

Property Owner:				Case No:	
Address:				Inspector:	Apt. No:
WORK ITEM	ACCEPTABLE	NEEDS REPAIR	REPAIRED	COMMENTS	
<i>KITCHEN</i>					
Walls					
Ceiling					
Flooring					
Plumbing				Sink with Hot/Cold Water?	
Wiring				GFI?	
Radiation					
Windows & Doors				Lead Paint?	
Moldings/Baseboards				Lead Paint?	
Range/Oven				Ventilation?	Age:
Refrigerator				Separate Circuit?	Age:
Cabinets/Countertops				Base lf:	Wall lf:
<i>BATHROOM</i>					
Walls					
Ceiling					
Flooring					
Plumbing:					
Sink				Shutoffs?	
Toilet				Shutoff?	
Tub/Shower				Access Panel?	
Wiring				GFI?	Ventilation?
Radiation					
Windows & Doors				Lead Paint?	
Moldings/Baseboards				Lead Paint?	

CITY OF WATERTOWN
HOME REPAIR PROGRAM
INSPECTION REPORT

Property Owner:				Case No:	
Address:				Inspector:	Apt. No:
WORK ITEM	ACCEPTABLE	NEEDS REPAIR	REPAIRED	COMMENTS	
<i>ROOM</i> _____					
Walls					
Ceiling					
Flooring					
Wiring				Switched Ceiling Light?	
Radiation					
Windows & Doors				Lead Paint?	
Moldings/Baseboards				Lead Paint?	
<i>ROOM</i> _____					
Walls					
Ceiling					
Flooring					
Wiring				Switched Ceiling Light?	
Radiation					
Windows & Doors				Lead Paint?	
Moldings/Baseboards				Lead Paint?	
<i>ADDITIONAL COMMENTS:</i>					

CITY OF WATERTOWN

HOME REPAIR 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

HOME REPAIR 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. 12-00

SUBGRANTEE NAME <p style="text-align: center;">Neighbors of Watertown</p>	DATE
--	------

SUBGRANTEE ADDRESS <p style="text-align: center;">112 Franklin Street, Watertown, NY 13601</p>

REFERRING AGENCY (Name and Address) <p style="text-align: center;">Same</p>
--

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"/> Has income at or below HEAP guidelines. <input type="checkbox"/> Has or will receive regular benefit HEAP payment for the most recent heating season. <input type="checkbox"/> Receives Public assistance <input type="checkbox"/> Receives SSI <input type="checkbox"/> Receives Food Stamps <input type="checkbox"/> Is Disabled	<input type="checkbox"/> Is eligible for emergency HEAP Benefits <input type="checkbox"/> Requires emergency priority due to: _____ _____ <input type="checkbox"/> Is a voucher fuel priority case <input type="checkbox"/> Has agreed to accept weatherization assistance <input type="checkbox"/> High Utility Arrearages <input type="checkbox"/> High fuel bills <input type="checkbox"/> Has been identified by Utility for service
---	---

CLIENT NAME	LANDLORD NAME
-------------	---------------

CLIENT ADDRESS	LANDLORD ADDRESS
----------------	------------------

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

<i>Interagency Referral Response</i> (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: _____ _____ _____
--	--	---

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®
FREE/REDUCED-COST ENERGY AUDIT APPLICATION



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 _____

Residential Building Type (5+ units do not qualify) Single Family 2-Unit 3-Unit 4-Unit Above Grade Conditioned Square Footage of Building _____

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

Constituency Based Organization Contractor NYSERDA Neighbor/Friends Municipality Energy Smart Coordinator Other
 Newspaper Circular / Flyer Home Show Verbal Radio Television Internet 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@csgrp.com
 Questions: (855) 838-7818

Contractor Name _____ E-mail Address _____

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
Long Island						
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
New York City						
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

* 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

HOME REPAIR PROGRAM

ENVIRONMENTAL STATUTORY CHECKLIST

Applicant:	Project No:
Property Address:	

Laws & Authorities	Not Applicable	Consultation Required	Review Required	Permit Required	Determination	Documentation & Comments
Historic Preservation [36 CFR 800]		X			The property been identified by the NYS-SHPO as historically significant.	
Floodplain Management [24 CFR 55]		X			There are areas of special flood hazard within the City of Watertown.	The property identified above within a flood hazard area.
Wetlands [Executive Order 11990]	X				There are several small wetland areas along the banks of the Black River, Kelsey Creek, Cold Creek and outlying area in Watertown.	Rehabilitation of existing homes will not adversely impact wetland areas in the City of Watertown.
Costal Zone Management [Sections 307(e)(d)]		X			The Black River is part of the state's designated Coastal Management Zone and the City of Watertown has developed a Local Waterfront Revitalization Plan covering selected areas along the river.	A Waterfront Assessment Form will be submitted to the NYS Department of State for review before any rehabilitation project is approved in the Coastal Management Zone.
Sole Source Aquifers [40 CFR 149]	X				N/A. Rehabilitation of existing properties.	
Endangered Species Act [50 CFR 402]	X				N/A. Rehabilitation of existing properties.	
Wild and Scenic Rivers Act [Sections 7(b)(e)]	X				There are no wild or scenic rivers in the City of Watertown.	
Air Quality Act [Sections 176 (c)(d) & 40 CFR 6, 51,93]	X				N/A. Rehabilitation of existing properties.	
Farmland Protection [7 CFR 658]	X				N/A. Rehabilitation of existing properties.	
Manmade Hazards Thermal/Explosive	X				N/A. Rehabilitation of existing properties.	

Manmade Hazards Noise		X			Project sites may be located within 15 miles of either the Watertown International Airport or Wheeler-Sack Field (Fort Drum) where the average ambient day-night noise level exceeds 65db.	For any substantial rehabilitation project (more than \$25,000 of HOME funds), a Noise Assessment Worksheet will be prepared in accordance with HUD-953-CPD.
Manmade Hazards Toxic Sites	X				N/A. Rehabilitation of existing properties.	
Environmental Justice [Executive Order 12898]	X				N/A. Rehabilitation of existing properties.	
Flood Insurance [58.6(a)]		X			Participants residing in 100 year flood plain must have flood insurance.	
Costal Barriers [58.6(b)]	X				N/A. Rehabilitation of existing properties.	
Airport Clear Zone Notification [58.6(c)]	X				N/A. Rehabilitation of existing properties.	
Water Quality	X				N/A. Rehabilitation of existing properties.	
Solid Waste Disposal		X			Local program controls will require proper disposal of all construction debris, including materials that may contain asbestos or lead-based paint (LBP).	All asbestos-containing materials (ACM) and LBP waste will be disposed of in compliance with federal and state regulations.
Fish & Wildlife	X				N/A. Rehabilitation of existing properties.	
Lead Paint		X			Lead-based paint evaluation and paint film stabilization will be performed, if necessary, with clearance testing.	
Asbestos		X			Testing performed on suspect materials, work scopes modified to incorporate appropriate actions.	
Other: State or Local Statues		X			Necessity of building permit to be determined by local Code officer.	

Prepared by: _____
Signature

Date:

Name:

Title:

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

FLOODPLAIN MANAGEMENT WORKSHEET

Property Address: _____

FIRM Map Number: _____ Effective Date: _____

Is the proposed site within a Special Flood hazard Area (SFHA)? Yes No

(If no, do not proceed further. Sign and date the form and place it in the Project File)

(If yes, continue to determine if the proposed project is a "substantial improvement")

Proposed Activities:

_____ Rental or home purchase assistance with no renovation (from any funding source).
(Do not proceed further. Sign and date the form and place it in the Project File)

_____ Rehabilitation of 1-4 residential units.
(Complete the worksheet to determine if the project is a "substantial improvement")

_____ New construction of residential units or rehabilitation of buildings with five or more units.
(Contact HTFC before proceeding with further project planning at this site)

Is the structure listed on the State or National Register of Historic Places? Yes No

(If yes, stop here. The project is subject to review by the Office of Parks, Recreation and Historic Preservation for impacts on cultural and historic resources)

(Also, check with the local Code Enforcement Office to determine if the project is subject to local floodplain regulations. If no, continue with the worksheet)

Analysis:

1. What is the current market value of the structure (check assessment)? \$ _____
2. What is the estimated total cost of the proposed improvements? \$ _____
3. What is the cost of improvements required to assure safe living conditions? \$ _____
4. Subtract the amount on Line 3 from the amount on Line 2. \$ _____
5. Divide the amount on Line 4 by the amount on Line 1. _____ %

(If the ratio on Line 5 is 50% or more, the project is a "substantial improvement".

Notify DANC before proceeding further)

If not, place this form in the Project File and proceed with the project)

Prepared by: _____ Date: _____

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

ASSESSED VALUE OPINION

Applicant: _____ Project No. _____

Property Address: _____

Section, Block, and Lot No.: _____

Assessed Value of Property: _____

I have reviewed the Work Write-Up prepared for this property. In my opinion, the value of this house after completion of the proposed improvements will not exceed the program limit, as follows:

One-Family Property	\$123,000
Two-Family Property	\$158,000
Three-Family Property	\$191,000
Four-Family Property	\$237,000

Assessor: _____ Date: _____

CITY OF WATERTOWN

HOME REPAIR 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

HOME REPAIR 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 HOME Repair 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 HOME Repair 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

HOME REPAIR 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

HOME REPAIR 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)	
<p>I have reviewed the proposals tabulated above and selected the following contractor for the work to be done on my property:</p> <p>Contractor Selected: _____</p>				
Total Price for Eligible Work Items			(See Attachment)	
(-) Low Bid for Eligible Work Items			(See Attachment)	
Contract Adjustment to be included in EXCESS COST				
<p>I agree to pay the Contract Adjustment above which will be included in the Minimum Owner Contribution for this project.</p> <p>Signed: _____ Date: _____</p> <p style="text-align: center;">Property Owner</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 elderly¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
- Is this housing dedicated for persons with disabilities²? [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)³? [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 household⁴? [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:
_____)

-
- 1 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.
 - 2 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.
 - 3 In a mixed-use property, spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses are not exempt.
 - 4 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
HOME REPAIR PROGRAM**

APPLICATION FOR ASSISTANCE

PROPERTY INFORMATION	Date:	Case No:
Property Owner:	Number of Units:	
Address:	Phone:	
Assessment:	2014 HOME Value Limits:	\$123,000 One-Family
Equalization Rate:		\$158,000 Two-Family
		\$191,000 Three-Family
Full Value:		\$237,000 Four-Family
PROJECT FINANCING SUMMARY		
Total Cost of Improvements (see Attachment, Line D.1)		\$
HOME-DPL Award (see Attachment, Line D.4)		\$
Property Owner Contribution (see Attachment, Line D.6)		\$
HOME FINANCING SUMMARY		
HOME-DPL Financing		\$
Fees for Project-Related Soft Costs		\$
Fees for Lead Paint Inspection, Energy Audit, Radon Test		\$
Total HOME Financing		\$
APPLICANT CERTIFICATION		
<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: _____		
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>		

HOME LOAN RECOMMENDATION

Review of this application and all supporting documents indicates that the project meets the requirements of the HOME Repair Program and is eligible for the HOME financing 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. I therefore recommend that the HOME financing requested in this application be approved.

Recommended: _____ Date: _____
Program Coordinator

REVIEW CHECKLIST

	The property is an owner-occupied 1-4 family residential property in the City of Watertown.
	The property value does not exceed the applicable HOME Value Limit.
	The Project File includes a copy of the recorded deed as proof of ownership.
	The Project File includes an Income Certification for each adult in each household.
	The Project File includes proof of payment of taxes and water & sewer charges for all properties owned by the applicant in the city of Watertown..
	The Project File includes proof of adequate hazard insurance and flood insurance (if applicable).
	The Project File includes the Inspection Report.
	The Project File includes Lead-Based Paint Notices signed by the property owner and each tenant.
	The Project File includes a Risk Assessment and results of lead-based paint testing.
	The Project File includes an Energy Audit that was completed for the property.
	The Project File includes the results of a radon test completed on the property.
	The Project File includes a Work Writeup and cost estimate.
	The Work Write-up 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 Owner Contribution includes the cost of all ineligible work.
	The Owner Contribution includes the Contract Adjustment if the contractor was not the low bidder.

DECISION

Based on the recommendation of the Program Coordinator and after review of the Project File, the requested HOME financing 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 the required Owner Contribution.

Approved: _____ Date: _____
Project Review Committee

HOME FINANCING COMPUTATIONS

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			
B. Rent Eligibility:				
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. HOME-DPL Computation:				
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/u.)				
D. Allocation of Project Cost:				
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. HOME-DPL Authorization		(Lesser of Line D.3 or Total from Line C.8)		
5. Line D.3 - Line D.4		(not less than 0)		
6. Owner Contribution		(Line D.2 + Line D.5)		

CITY OF WATERTOWN

HOME REPAIR PROGRAM

TENANT NOTIFICATION OF RENT LIMITATIONS

Property Owner:		Date:
Address:		
Tenant:		Apt. No:
CURRENT HOUSING EXPENSES		
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
Total Rent & Utility Allowances	\$ /month	
High HOME Rent Limit (___ Bedroom Unit)	\$ /month	
<p>Section 6.4 of the guidelines for the HOME Repair 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 High HOME Rent Limits established by the U.S. Department of Housing and Urban Development (HUD) for this 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>		
Signed: _____ (Tenant) Date: _____		

**CITY OF WATERTOWN
HOME REPAIR 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 HOME Repair Program (the "Program") on the property located at:

The Application for Assistance (Form 106) and all other documents that are included in the project file for this property 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 that 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:

HOME-DPL 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. HOME 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

It is understood that repayment of the HOME Loan will be deferred as long as the Owner continues to occupy this property as a primary residence and complies with all other requirements of the Program. If the property is sold or transferred or the Owner ceases to occupy it as a primary residence during the first year after completion of improvements, the owner will repay the full amount of the HOME Loan (without interest). After each year, an amount equal to 20% of the HOME Loan will be converted to a grant; and there will be no repayment obligation five years after completion of improvements under this Program. 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 HOME 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. SPECIAL REQUIREMENTS FOR PROPERTIES WITH RENTAL APARTMENTS

If the property includes one or more rental apartments where work is completed with HOME financing, those apartments must be rented to households who qualify as lower income with rents that do not exceed the limits established for this Program during the term of the regulatory period described in Section III above. The Owner understands that documentation must be provided to the City at least annually during the applicable regulatory period to show that these requirements are satisfied. In addition, the following must be satisfied for each apartment in the property where work is completed with HOME funding:

- A. **Lease Requirement** - A written lease with a term of at least one year must be executed for each apartment.
- B. **Prohibited Lease Terms** - The lease for each apartment must be reviewed by the City to assure that there are no terms or conditions that are prohibited by 24 CFR Part 92.253 of the federal regulations.

These requirements will be enforced by a Note & Mortgage that will be recorded in the office of the Jefferson County Clerk establishing a lien on the property that will be held by the City during the regulatory period.

VI. CERTIFICATIONS

A. **Eligibility for Assistance** - All information and documentation that has been provided to establish eligibility and to calculate the amount of HOME financing 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 HOME financing under the HOME Repair Program. The terms and conditions may be modified only by written agreement. Any adjustment of the amount of the HOME Loan or the scope of work included in the project must be approved by the Project Review Committee based on 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 repay any HOME 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 a portion of the HOME Loan as detailed in Section III above. Notwithstanding this provision, however, the City may waive repayment of all or any portion of the HOME Loan 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 insured against loss by fire and other risks included in 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 buildings 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 improvement. 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

RIDER
to a
NOTE AND MORTGAGE

Dated: _____

Made by (Mortgagor): _____

To (Mortgagee): _____ City of Watertown _____

Property Location: _____

Project Completion Date: _____

HOME Loan Amount: _____

In accordance with a Project Agreement executed between the property owner (Mortgagor) and the City of Watertown (Mortgagee) dated _____, _____, the Mortgagor agrees not to sell the property located at _____ for a period of five years after the Project Completion Date referenced above.

The Mortgagor also agrees to occupy the property as a principal residence for the same five year period after the Project Completion Date.

If the property is sold, or the Mortgagor moves within the five year period, the Mortgagor must immediately repay a portion of the HOME Loan as follows:

- a. 100% of the Loan must be repaid if the property is sold or the Mortgagor moves within one year after the Project Completion Date;
- b. 80% of the Loan must be repaid if the property is sold or the Mortgagor moves more than one year but within two years after the Project Completion Date;
- c. 60% of the Loan must be repaid if the property is sold or the Mortgagor moves more than two years but within three years after the Project Completion Date;
- d. 40% of the Loan must be repaid if the property is sold or the Mortgagor moves more than three years but within four years after the Project Completion Date; and
- e. 20% of the Loan must be repaid if the property is sold or the Mortgagor moves more than four years but within five years after the Project Completion Date.

This Rider will no longer be in force or effect five years after the Project Completion Date, provided all terms and conditions of the Project Agreement have been satisfied.

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
HOME REPAIR 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 HOME Repair 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: _____
Contractor

Date: _____

**CITY OF WATERTOWN
HOME REPAIR 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 HOME Repair 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: _____
Item #	Description	
<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 HOME Repair Program based on information presented in the Contractor's Qualification Statement (Form 117).</p>		
Program Coordinator: _____		Date: _____
<p>I authorize the contractor to assign the work item(s) listed above to this subcontractor subject to approval by the Program Coordinator for participation in the HOME Repair Program.</p>		
Property Owner: _____		Date: _____

**CITY OF WATERTOWN
HOME REPAIR 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 HOME Repair 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
HOME REPAIR PROGRAM**

AUTHORIZATION FOR PROGRESS PAYMENT

Property Owner:	Case No:
-----------------	----------

Address:

COMPUTATION OF PROGRESS PAYMENT:

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)	

ALLOCATION OF PROGRESS PAYMENT:

	Source of Funds:	Owner	HOME-DPL
1. Total Authorized Funding			
2. Payments Made to Date			
3. Balance Available for Payment			
4. Allocation of Current Payment			

AUTHORIZATION FOR PROGRESS PAYMENT:

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).

Program Coordinator: _____ Date: _____

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).

Property Owner: _____ Date: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

AUTHORIZATION FOR FINAL PAYMENT

Property Owner:	Case No:	
Address:		
COMPUTATION OF FINAL PAYMENT:		
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)		
ALLOCATION OF PROGRESS PAYMENT:		
Source of Funds:	Owner	HOME-DPL
1. Total Authorized Funding		
2. Payments Made to Date		
3. Balance Available for Payment		
4. Allocation of Current Payment		
AUTHORIZATION FOR FINAL PAYMENT:		
<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

HOME REPAIR PROGRAM

CHANGE ORDER

Property Owner: _____	Case No: _____	
Address: _____		
Contractor: _____		
<p style="text-align: center;">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 Construction Contract remain unchanged.</p>		
Description of Proposed Change: 		
Proposed Increase (Decrease) in the Contract Price: \$ _____		
Contractor: _____ Date: _____		
Property Owner: _____ Date: _____		
<p style="text-align: center;">After review of the proposed Change Order and completion of the attached financing computations, I recommend approval of the funding adjustment detailed below.</p>		
Program Coordinator: _____ Date: _____		
FUNDING ADJUSTMENT:	Owner	HOME-DPL
1. Total Authorized Funding		
2. Amount of this Change		
3. Adjusted Funding Allocation		
<p style="text-align: center;">The proposed funding adjustment is approved based on the recommendation of the Program Coordinator:</p>		
Project Review Committee: _____ Date: _____		

REVISED HOME FINANCING COMPUTATIONS

A. Change Order:	Owner	Apt. #1	Apt. #2	Apt. #3
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

B. Revised HOME-DPL Computation:

1. Cost of Accepted Work Items				
2. Revised Cost (B.1 + A.1)				
3. Original Contract Adjustment				
4. Original Ineligible Cost				
5. New Ineligible Cost (B.4 + A.3)				
6. New Excess Cost (B.3 + B.5)				
7. Revised Eligible Cost (B.2 - B.6)				
8. Financing Limit (B.7, max. \$25,000/u.)				

C. Revised Allocation of Project Cost:

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. New HOME-DPL Authorization		(Lesser of Line C.3 or Total on Line B.8)
5. Line C.3 - Line C.4		(not less than 0)
6. New Owner Contribution		(Line C.2 + Line C.5)

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

RELEASE OF LIENS AND WARRANTY

<p>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:</p>	
Property Owner:	
Address:	
Contract Dated:	
<p>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.</p>	
Signature of Contractor:	Date:
Type or Print Name and Title:	
<p>State of New York } SS.: County of Jefferson }</p> <p>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.</p> <p style="text-align: right; margin-top: 20px;">_____ Notary Public</p>	

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

CERTIFICATE OF COMPLETION AND LOAN AGREEMENT

Property Owner: _____	Case No: _____
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 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>	
LOAN AGREEMENT	
<p>I understand that the terms of the HOME loan require that I maintain ownership of this property and occupy it as my primary residence for at least five years after the date of this certificate. The full amount of this loan will be repaid if I sell or transfer the property or move my primary residence within one year of this date. I also understand that 20% of the HOME loan will be converted to a grant after each year; and no repayment will be required if I comply with all requirements of the HOME Repair Program for five years after this date, 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 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>	
Owner: _____ Date: _____	
Owner: _____ Date: _____	

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

SALE AND OCCUPANCY LIMITATION

Property Owner:	Case No:
Address:	
<p>The following requirements are detailed in Section 6.3 of the local Guidelines for the HOME Repair Program in Watertown:</p> <p>Property owners must agree not to sell properties assisted under this program for a period of five years after the rehabilitation work is completed.</p> <p>Property owners must also agree to occupy the property as their primary residence during the five year regulatory period.</p> <p>These requirements are detailed in a Note & Mortgage that has been filed in the office of the County Clerk establishing a lien on the property that will be in effect during the regulatory period.</p> <p>If the property is sold or the owner moves within that regulatory period, the seller must repay a portion of the HOME loan. That repayment obligation will be 100% of the HOME loan during the first year and then reduces by 20% for each year that the owner continues to occupy the property.</p> <p>This sale limitation expires at the end of the five year regulatory period and no repayment will be required if the property owner has satisfied all other terms of the Project Agreement.</p>	
<p>I understand that the sale and occupancy limitation will be in effect for five years after completion of the project, and that if I relocate my residence or sell this property during that regulatory period, a portion of the HOME loan must be repaid to the city.</p> <p>Signed: _____ Date: _____</p> <p style="text-align: center;">Property Owner</p>	

CITY OF WATERTOWN

HOME REPAIR 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.

Section 6.4 of the guidelines for the HOME Repair 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.

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 HOME loan must be repaid to the city, as detailed in Section V.A. of the Project Agreement (Form 107).

Signed: _____ Date: _____
Property Owner

CITY OF WATERTOWN

HOME REPAIR PROGRAM

DISPOSITION OF FUNDS REPORT

Property Owner:		Case No:	
Address:			
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
DOCUMENTS PROVIDED TO THE PROPERTY OWNER			
<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

HOME REPAIR PROGRAM

CONTRACTOR QUALIFICATIONS

All contractors and subcontractors who participate in the HOME Repair 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 the local Rehabilitation Office.

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 HOME Repair Program in Watertown.

Signed: _____ Date: _____

Signed: _____ Date: _____

Res No. 5

February 25, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Dental/Vision Coverage Renewal

On March 3, 2014, City Council accepted the bid submitted by Relph Benefit Advisors to provide City employees with dental and vision coverage at no cost to the City through Guardian. At that time, the agreement provided an option to renew for three additional one-year extensions.

As stated in Confidential Assistant to the City Manager Matthew Roy's attached report, it is his recommendation that we renew for 20 months at this time. Although the timeframe varies from the traditional one-year extension, it will align with the timing of other employee benefit contracts to the calendar year.

A Resolution is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Renewal of Dental/Vision Coverage, Relph Benefit Advisors

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 City Council accepted the bid from Relph Benefits Advisors on March 3, 2014 for dental and vision coverage for City employees through Guardian at no cost to the City, and

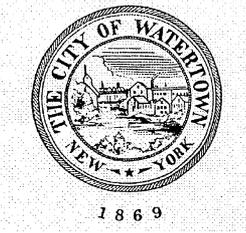
WHEREAS the agreement provided for three additional one-year extensions, and

WHEREAS Confidential Assistant to the City Manager Matthew Roy’s recommendation is to renew this coverage for 20 months,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves extending the Agreement to provide dental/vision coverage through Relph Benefit Advisors with Guardian for a 20 month period, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to sign all contracts associated with implementing this extension.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 302, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7720

SHARON ADDISON
City Manager

To: Sharon Addison
City Manager

From: Matthew Roy
Confidential Assistant to the City Manager

Re: Dental/Vision Renewal

Date: February 20, 2015

In early 2014 the City's Purchasing Department completed a full RFP for the City's dental/vision insurance provider. At that time a one year agreement with Relph Benefits/Guardian was approved with the option to renew for 3 additional 1-year extensions. It is my recommendation that we renew with Relph Benefits/Guardian for 20 months for the following reasons:

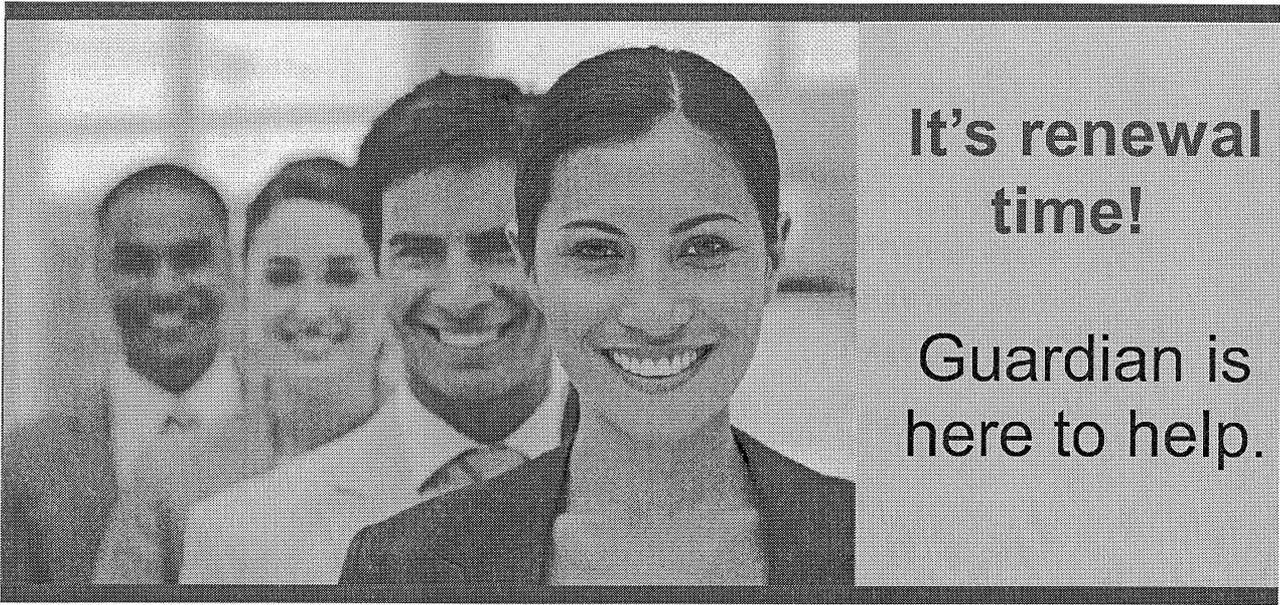
Their superior performance during last year's RFP
They will continue to provide COBRA services at no cost to the City
Superior employee satisfaction

The current rates and the renewal rates have been provided below. While there is an increase in rates this year, it is due to heavy usage of our plan. Again this year Guardian paid more in claims than what employees paid in premiums. The increased rates are reasonable considering our historical loss ratio.

		<u>Dental</u>	
	Current Bi-Weekly Rates		Renewal Rate
Single	\$13.84		\$15.68
Family	\$38.97		\$44.14
		<u>Vision</u>	
	Current Bi-Weekly Rates		Renewal Rate
Single	\$3.32		\$3.49
Family	\$7.13		\$7.49

The 20 month renewal does vary from the traditional 1 year extensions that we have signed for these benefits. The purpose of this variation is so that our dental and vision benefits will expire on the calendar year with the rest of our employee benefits. The second reason for this change is to avoid employees from paying deductible expenses twice if we ever switch carriers. With the current timing of these contracts, employees could pay deductible expenses in both January and April if we ever switched carriers. Re-timing these benefits to the calendar year avoids this possible scenario.

If you have any questions please let me know.



RENEWAL INFORMATION FOR

**CITY OF WATERTOWN
GROUP PLAN # 00486450**

**RENEWAL PERIOD
April 1, 2015 - March 31, 2016**

**THIS PACKAGE CONTAINS INFORMATION ON MULTIPLE PLANS.
PLEASE SEE TABLE OF CONTENTS FOR COMPLETE PLAN LISTING.**



GUARDIAN®

DENTAL | DISABILITY | LIFE | VISION | CRITICAL ILLNESS | CANCER | ACCIDENT

The Guardian Life Insurance Company of America 7 Hanover Square, New York, NY 10004-4025

What you'll find in this package

RENEWAL INFORMATION

PAGE

Renewal Premiums At a Glance
(Total Group premium for all Plans)

1

PLAN SPECIFIC INFORMATION

CITY OF WATERTOWN (00486450)

2

Renewal Premiums At-a-Glance

KEY POINTS OF INFORMATION REGARDING PLAN PRICING

Premiums shown represent combined total of all plans included within this group.

Premiums shown above reflect a multi-line discount. If you do not wish to renew all lines of coverage, please contact us for revised pricing.

Product-specific rates shown in this package have been determined based on a number of factors, including:

- Employee age and gender
- Group location
- Changes in group size
- Claims experience (when applicable)

EMPLOYEE-PAID VOLUNTARY COVERAGE		
Coverage	Current Annual	Renewal Annual
Voluntary Dental	\$69,095	\$78,285
Voluntary Vision	\$13,834	\$14,524

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

VOLUNTARY DENTAL PLAN RATES -

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	40	\$29.98	\$14,390	\$33.98	\$16,310
FAMILY	54	\$84.42	\$54,704	\$95.64	\$61,975
TOTAL	94		\$69,095		\$78,285

Your dental and/or vision premium includes 3.30% to cover the expected cost of the Health Insurance Fee. This fee is not tax deductible to insurance carriers and applies to all insurers offering fully insured medical, dental, and vision coverages.

This plan is currently offered for Insurance Class 1

VOLUNTARY VISION PLAN RATES -

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	40	\$7.19	\$3,451	\$7.55	\$3,624
FAMILY	56	\$15.45	\$10,382	\$16.22	\$10,900
TOTAL	96		\$13,834		\$14,524

Your dental and/or vision premium includes 3.30% to cover the expected cost of the Health Insurance Fee. This fee is not tax deductible to insurance carriers and applies to all insurers offering fully insured medical, dental, and vision coverages.

Res Nos. 6, 7, 8, 9

February 25, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bids Watertown Ice Arena Renovations

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the Watertown Arena Renovation Project, per specifications.

Bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids being received that were publicly opened and read in City Council Chambers on Friday, February 20, 2015, at 11:00 a.m. The bid is broken down into separate contracts as per Wickes Law, which applies to bids over \$500,000.00. The four contracts are for General Contractor, Mechanical Work, Plumbing/Fire Protection and Electrical Work.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc, and it is their recommendation that the awards be issued to the lowest qualifying bidder meeting City specifications.

The other bids submitted are detailed in the attached report of Ms. Pastuf. City Engineer Justin Wood's attached report includes possible alternatives available to deduct that may reduce the overall cost, along with the Bid Review and Recommendation from Stantec.

Resolutions have been prepared for City Council consideration. Approval of these Resolutions is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the cost of this project.

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, General Contractor, Bette & Cring

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 General Contractor Work for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Bette & Cring in the amount of \$6,268,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Bette & Cring in the amount of \$6,268,000 as the lowest qualifying bidder meeting City specifications, for the General Contractor Work for the Watertown Arena Renovation Project, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this 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 Bette & Cring.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.

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 Mechanical Work for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Lawman Heating and Cooling Inc. in the amount of \$1,229,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Lawman Heating and Cooling Inc. in the amount of \$1,229,000 as the lowest qualifying bidder meeting City specifications, for the Mechanical Work for the Watertown Arena Renovation Project, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this 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 Lawman Heating and Cooling Inc.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, Plumbing/Fire Protection, Lawman Heating and Cooling, Inc.

- 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 Plumbing/Fire Protection for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Lawman Heating and Cooling Inc. in the amount of \$668,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Lawman Heating and Cooling Inc. in the amount of \$668,000 as the lowest qualifying bidder meeting City specifications, for the Plumbing/Fire Protection for the Watertown Arena Renovation Project, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this 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 Lawman Heating and Cooling Inc.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

- 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 Electrical Work for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

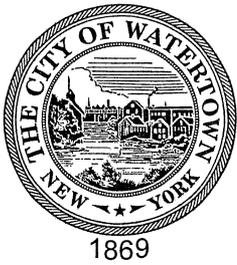
WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Lawman Heating and Cooling Inc. in the amount of \$976,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Lawman Heating and Cooling Inc. in the amount of \$976,000 as the lowest qualifying bidder meeting City specifications, for the Electrical Work for the Watertown Arena Renovation Project, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this 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 Lawman Heating and Cooling Inc.

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 2015-01 – Watertown Ice Arena Renovations – Bid Recommendation
DATE: 2/25/2015

The City's Purchasing Department advertised in the Watertown Daily Times on January 24, 2015 calling for sealed bids for the Watertown Arena Renovation Project. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports.

Bid Specifications were sent to forty-three (43) vendors and area plan houses. Nineteen (19) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Friday, February 20, 2015 at 11:00 am, local time. The bid tally is provided below:

Contract #1 – General Contractor

Description	Bette & Cring	Murnane Building Contractors	Northland Associates, Inc.	Purcell Construction Corporation
	Watertown, NY	Whitesboro, NY	Liverpool, NY	Watertown, NY
Lump Sum	\$6,268,000.00	\$6,706,000.00	\$7,432,000.00	\$6,797,000.00
Deduct Alt. 1 - Ice System	\$655,500.00	\$655,000.00	\$797,000.00	\$520,000.00
Deduct Alt. 2 - 2nd Floor	\$8,400.00	\$70,000.00	\$9,500.00	\$3,000.00
Deduct Alt. 3 - Pool House	\$71,300.00	\$3,000.00	\$142,000.00	\$99,000.00
Deduct Alt. 5 - Pavement	\$60,700.00	\$60,000.00	\$81,000.00	\$74,000.00

Contract #2 – Mechanical

Mechanical	Description	Black River Plumbing, Heating and AC, Inc.	Burns Bros Contractors, Inc.	ENI Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.
		Black River, NY	Potsdam, NY	Gouverneur, NY	Watertown, NY	Sackets Harbor, NY
	Lump Sum	\$1,419,800.00	\$1,380,000.00	\$1,374,000.00	\$1,468,032.00	\$1,229,000.00
	Deduct Alt. 2 - 2nd Floor	\$3,400.00	\$17,000.00	\$1,900.00	\$2,453.00	\$1,974.00
	Deduct Alt. 3 - Pool House	\$72,000.00	\$63,000.00	\$72,000.00	\$84,970.00	\$39,800.00

Contract #3 – Plumbing/Fire Protection

Plumbing/ Fire Protection	Description	Brosh Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.
		Liverpool, NY	Watertown, NY	Sackets Harbor, NY
	Lump Sum	\$669,000.00	\$709,725.00	\$668,000.00
	Deduct Alt. 3 - Pool House	\$20,000.00	\$31,875.00	\$21,800.00

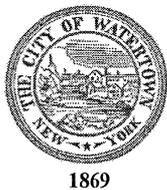
Contract #4 – Electrical

Electrical		Black River Plumbing, Heating and AC, Inc.	Dow Electric, Inc	ENI Mechanical, Inc.	Lawman Heating and Cooling, Inc.	Patricia Electric, Inc.	S&L Electric, Inc.	Watson Electric, Inc.
		Black River, NY	Malone, NY	Gouverneur, NY	Sackets Harbor, NY	Syracuse, NY	Colton, NY	Norwood, NY
	Lump Sum	\$1,094,500.00	\$685,500.00	\$1,162,000.00	\$976,000.00	\$1,085,000.00	\$1,125,000.00	\$1,299,000.00
	Deduct Alt. 2 - 2nd Floor	\$1,400.00	\$14,000.00	\$2,200.00	\$3,000.00	\$3,600.00	\$1,300.00	\$1,950.00
	Deduct Alt. 3 - Pool House	\$23,000.00	\$18,000.00	\$20,200.00	\$22,000.00	\$15,000.00	\$22,000.00	\$26,800.00
	Deduct Alt. 4 - Digital Sign	\$27,000.00	\$25,000.00	\$39,500.00	\$2,000.00	\$25,000.00	\$25,000.00	\$28,000.00
	Deduct Alt. 5 - Pavement	\$7,000.00	\$8,500.00	\$7,200.00	\$4,000.00	\$12,000.00	\$7,000.00	\$14,000.00

It should be noted that Dow Electric, Inc. the apparent low bidder for the electrical contract, withdrew their bid due to a math error. The next lowest bid is Lawman Heating and Cooling, Inc.

The bids were reviewed by the consultant engineering firm Stantec, the Engineering Department and the Purchasing Department to ensure that they meet the required specifications. It is recommended that we accept the bid proposals based on the lowest responsive responsible bid after City Council determines which, if any, alternates to deduct from the award.

If there are any questions concerning this recommendation, please contact me at your convenience.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 25 February 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Upgrade – Bid Recommendation

Sealed Bids for the Arena Renovation project were opened on February 20, 2015. The project is broken into four contracts, by trade, in compliance with Wickes Law. The low bid results for each contract, without selecting any deduct alternate, are as follows:

Contract 1 – General Contract
Bette & Cring
Base Bid = \$6,268,000.00

Contract 3 – Plumbing Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$668,000.00

Contract 2 – Mechanical Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$1,229,000.00

Contract 4 – Electrical Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$976,000.00

Combining all four contracts equates to a total bid award amount of \$9,141,000.00.

DOW Electric, Inc was the apparent low bidder for the electrical contract, but they withdrew their bid due to a math error. Therefore Bette & Cring and Lawman Heating and Cooling, Inc. are the low bidders. Both companies are local, and have solid qualifications to carry out the work. I recommend award of Contract 1 to Bette & Cring, and Contracts 2, 3 and 4 to Lawman Heating and Cooling, Inc.

City Council has the option to select up to (5) five alternates (deducts) which would eliminate some improvements from the project, and lower the total amount of the bid award. Should Council select an alternate, the work listed below will NOT be performed and the deduct amount would be subtracted from the base bid amount(s) above.

Alternate 1 – Ice Systems

Deduct Amount = \$655,500.00

Work includes: Demo of existing rink slab, new refrigerant tubing and new concrete slab.

**While the alternate offers significant cost savings upfront, the ice system is well past its useful life. The system functions ok now, but will be operating under a different set of variables and a warmer climate with the proposed improvements which could affect its performance. Should the work be deferred, the City can anticipate a 3-4 month shut down in the future to replace the floor and tubing, albeit the date may not be of the City's choosing.

Alternate 2 – Second Floor Space Build Out Deduct Amount = \$13,374.00

Work includes: Wall, floor, ceiling and HVAC finishes of a 17'x29' second floor “shell” space.

**The “refund” amount of \$13,374 is less than the estimated value of \$20,000 and relatively insignificant compared to the project as a whole if this alternate is selected.

Alternate 3 – Pool House Renovation Deduct Amount = \$154,900.00

Work includes: Construction of a unisex bathroom/shower room as well as extensive renovations of the existing facility to bring the Pool House into ADA compliance.

**If the alternate is selected and work is deferred, public access between the Pool House and Arena will be restricted. As stated in previous memos, the ADA upgrades will have to be performed in the near future anyway when a handicap lift is installed, as required by building codes, so the City can take advantage of having a contractor on site now.

Alternate 4 – Marquee Sign Deduct Amount = \$2,000.00

Work includes: Replacement of existing sign along Coffeen Street with a digital sign.

**The value of the work far exceeds \$2,000 and therefore I recommend against selecting this alternate.

Alternate 5 – Additional Paving Deduct Amount = \$64,700.00

Work includes: 16,000 SF of additional asphalt paving, and lighting behind the arena. The paving area will provide hard surface for arena operations and events, as well as 37 parking spaces.

**If this alternate is selected, a smaller area will be paved, and no additional parking will be provided.

For the reasons stated above, it makes sense to keep Alternates 1, 3, and 4 (Ice Systems, Pool House Renovation, and Digital Marquee Sign respectively) in the project, and therefore not select them. Alternates 2 and 5 (Second Floor Space Buildout and Additional Paving) offer value to the project, but are less critical in the overall picture.

A tentative project schedule has been developed with Bette & Cring and Lawman Heating and Cooling with a target completion date in mid November. The schedule is aggressive and as with any large construction project, there will be surprises and field changes which will impact the schedule. It is impractical to guarantee a specific date for completion, however, the contractors understand the City's wishes to provide ice time for its users as early in the season as possible, and will strive to do so. The rink floor is scheduled to be demolished in June and ready for ice in mid November. If the schedule holds, Parks and Recreation staff will need at least a week to prepare the ice surface and arena for use, which leads to a possible opening date by the end of November. The contractor has acknowledged elimination of the rink floor work from the project would save some time, perhaps a matter of a couple weeks but less than a month. While it is possible the facility could be operational in November, it is also possible delays and construction issues could push the opening date into December or later.

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller



February 24, 2015

Attention: Justin Wood

City of Watertown
245 Washington Street
Watertown, NY 13601

Dear Justin,

**Reference: Bid No. 2015-01 – Watertown Municipal Arena Renovation
Bid Review and Recommendation**

The City of Watertown Purchasing Agent received bids for the Municipal Arena Renovation Project on February 20, 2014, at 11:00 a.m. The apparent low bidders on this day were as follows:

- Contract 1 – General: Bette & Cring with a Total Base Bid of \$6,268,000.
- Contract 2 – Mechanical: Lawman Heating and Cooling, Inc. with a Total Base Bid of \$1,229,000.
- Contract 3 – Plumbing: Lawman Heating and Cooling, Inc. with a Total Base Bid of \$668,000.
- Contract 4 – Electrical: Dow Electric, Inc. with a Total Base Bid of \$685,500.

There were four (4) accepted General Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Bette & Cring, Murnane Building Contractors, Purcell Construction Corporation, and Northland Associates, Inc. The Stantec Opinion of Probable Cost was \$5,044,470. The Bette & Cring low bid was \$6,268,000, 24% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Bette & Cring would retain the low bid. The overall average for the bids was \$6,800,750 while the bid spread was within +/-10%. This indicates a quality set of documents with a low estimate. Stantec has spoken to Bette & Cring (Joe Cring) regarding their bid and have compared it to the Stantec OPC. The reasons behind the budget being exceeded include, but are not limited to, the following:

- Inaccurate takeoffs. There was significant work completed in the last few weeks of the project, prior to bid, and many items were added and/or increased that were not accounted for in the final OPC. This includes but is not limited to the following:
 - o Intumescent Paint (fire proofing)
 - o Steel tonnage
 - o Fire Rated Glass
 - o Flooring Materials / Area
 - o Excavation



- Bidding environment, based on several bids received by other municipalities on recently bid projects, indicates higher prices than normal. This should be considered a contributing factor

Several of these costs came into the project later in the project and were not captured in the final OPC. In addition, Bette & Cring informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have developed a draft schedule of the work which indicates a potential November substantial completion. They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There were five (5) accepted Mechanical Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Lawman Heating and Cooling, Inc., ENI Mechanical, Inc, Burns Bros. Contractors, Inc., Black River Plumbing, Heating, and AC, Inc., and Hyde-Stone Mechanical Contractors, Inc. The Stantec Opinion of Probable Cost was \$1,048,094. The Lawman Heating and Cooling, Inc. low bid was \$1,229,000, 17% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Lawman Heating and Cooling, Inc. would retain the low bid. The overall average for the bids was \$1,229,000 while the bid spread was within +/-10%. This indicates a quality set of documents with a low estimate. Stantec has spoken to Lawman Heating and Cooling, Inc. (Christian Lawler) regarding their bid and have compared it to the Stantec OPC. Their bid was within 17% of the Stantec OPC and is representative of a good price taking into consideration final changes in the design, after the final OPC was issued. In addition, Lawman Heating and Cooling, Inc. informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have no concerns with the schedule of the work. They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There were three (3) accepted Plumbing Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Lawman Heating and Cooling, Inc., Brosh Mechanical, Inc., and Hyde-Stone Mechanical Contractors, Inc. The Stantec Opinion of Probable Cost was \$514,862. The Lawman Heating and Cooling, Inc. low bid was \$668,000, 29% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Lawman Heating and Cooling, Inc. would retain the low bid. The overall average for the bids was \$682,242 while the bid spread was within +/-5%. This indicates a quality set of documents with a low estimate. Stantec has spoken to Lawman Heating and Cooling, Inc. (Christian Lawler) regarding their bid and have compared it to the Stantec OPC. Their bid was within 29% of the Stantec OPC and is representative of a good price taking into consideration final changes in the design, after the final OPC was issued. In addition, Lawman Heating and Cooling, Inc. informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have no concerns with the schedule of the work.



February 24, 2015
Justin Wood
Page 3 of 4

**Reference: Bid No. 2015-01 – Watertown Municipal Arena Renovation
Bid Review and Recommendation**

They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There were seven (7) accepted Electrical Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Dow Electric, Inc., Lawman Heating and Cooling, Inc., Patricia Electric, Inc., Black River Plumbing, Heating and AC, Inc., S&L Electric, Inc., ENI Mechanical, Inc., and Watson Electric, Inc.. The Dow Electric, Inc., bid was found to have an error and, as such, they rescinded their bid. The Stantec Opinion of Probable Cost was \$667,291. The Lawman Heating and Cooling, Inc. low bid was \$976,000, 46% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Lawman Heating and Cooling, Inc. would retain the low bid. The overall average for the bids was \$1,123,583 while the bid spread was within +/-15%. This indicates a reasonable quality set of documents with a low estimate. Stantec has spoken to Lawman Heating and Cooling, Inc. (Christian Lawler) regarding their bid and have compared it to the Stantec OPC. Their bid was within 49% of the Stantec OPC and is representative of a good price. In addition, Lawman Heating and Cooling, Inc. informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have no concerns with the schedule of the work. They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There are two contractors representing all four (4) contracts; this is a good scenario in that it will be easier to schedule and coordinate activities. Both contractors have indicated they know and have good working relationships with each other. Stantec is familiar with Bette & Cring having worked with them at Clarkson University and knowing their performance on a similar arena project at SUNY Potsdam. We are not familiar with Lawman Heating and Cooling, Inc., but indications are they are a quality organization.

The construction cost for the project is \$9,141,000. The overall cost, including soft costs, is estimated at \$10.7M. In consideration of the bid alternates, accepting all alternates, the construction cost would be \$8,250,526. In this scenario, the overall estimated cost is \$9.8M.

The OPC provided by Stantec ultimately did not represent the final bid product. This, coupled with an unfriendly bid environment, has provided a project significantly higher in cost than projected. That issue aside, all indications are that a quality team has surfaced through the bid process, the documents are a quality product, the intended schedule is achievable, and there are value engineering items on the table to lessen the cost. As such, Stantec takes no exception in recommending award of the project.



February 24, 2015
Justin Wood
Page 4 of 4

**Reference: Bid No. 2015-01 – Watertown Municipal Arena Renovation
Bid Review and Recommendation**

If you have any questions or require additional information, please give me a call.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Jeri Pickett".

Jeri Pickett, PE, LEED AP
Project Manager
Tel: (585) 413-5341
Fax: (585) 272-1814
Jeri.pickett@stantec.com

Attachment: Bid Analysis

BID ITEMS	BUDGET	CONTRACT 1 - GENERAL CONTRACTORS				BID ANALYSIS			
		Bette & Cring	Murnane Building Contractors	Northland Associates, Inc.	Purcell Construction Corporation	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Watertown, NY	Whitesboro, NY	Liverpool, NY	Watertown, NY				
Lump Sum	\$5,044,470	\$6,268,000	\$6,706,000	\$7,432,000	\$6,797,000	\$6,800,750	35%	\$ 6,268,000	24%
Deduct Alt. 1 - Ice System	\$650,000	\$655,500	\$655,000	\$797,000	\$520,000	\$656,875	1%	Low Bid w/ Deduct	Variance w/ Budget
Deduct Alt. 2 - 2nd Floor	\$10,000	\$8,400	\$70,000	\$9,500	\$3,000	\$22,725	127%	\$5,472,100.00	29%
Deduct Alt. 3 - Pool House	\$80,000	\$71,300	\$3,000	\$142,000	\$99,000	\$78,825	-1%	Bid Avg to Low Bid Ratio	7.8%
Deduct Alt. 5 - Pavement	\$70,000	\$60,700	\$60,000	\$81,000	\$74,000	\$68,925	-2%	Bid Avg to High Bid Ratio	-9.3%
Total Minus Deduct	\$4,234,470	\$5,472,100	\$5,918,000	\$6,402,500	\$6,101,000	\$5,973,400	41%		

BID ITEMS	BUDGET	CONTRACT 2 - MECHANICAL CONTRACTORS					BID ANALYSIS			
		Black River Plumbing, Heating and AC, Inc.	Burns Bros Contractors, Inc.	ENI Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Black River, NY	Potsdam, NY	Gouverneur, NY	Watertown, NY	Sackets Harbor, NY				
Lump Sum	\$1,048,094	\$1,419,800	\$1,380,000	\$1,374,000	\$1,468,032	\$1,229,000	\$1,374,166	31%	\$1,229,000	17%
Deduct Alt. 2 - 2nd Floor	\$3,000	\$3,400	\$17,000	\$1,900	\$2,453	\$1,974	\$5,345	78%	Low Bid w/ Deduct	Variance w/ Budget
Deduct Alt. 3 - Pool House	\$70,000	\$72,000	\$63,000	\$72,000	\$84,970	\$39,800	\$66,354	-5%	\$1,187,226	22%
Total Minus Deduct	\$975,094	\$1,344,400	\$1,300,000	\$1,300,100	\$1,380,609	\$1,187,226	\$1,302,467	34%	Bid Avg to Low Bid Ratio	10.6%
									Bid Avg to High Bid Ratio	-6.8%

BID ITEMS	BUDGET	CONTRACT 3 - PLUMBING CONTRACTORS			BID ANALYSIS			
		Brosh Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Liverpool, NY	Watertown, NY	Sackets Harbor, NY				
Lump Sum	\$514,862	\$669,000.00	\$709,725.00	\$668,000.00	\$682,242	33%	\$668,000	29.7%
Deduct Alt. 3 - Pool House	\$20,000	\$20,000.00	\$31,875.00	\$21,800.00	\$24,558	23%	Low Bid w/ Deduct	Variance w/ Budget
Total Minus Deduct	\$494,862	\$649,000	\$677,850	\$646,200	\$657,683	33%	\$646,200	31%
							Bid Avg to Low Bid Ratio	2.1%
							Bid Avg to High Bid Ratio	-4.0%

BID ITEMS	BUDGET	CONTRACT 4 - ELECTRICAL CONTRACTORS							BID ANALYSIS*			
		Dow Electric, Inc*	Black River Plumbing, Heating and AC, Inc.	ENI Mechanical, Inc.	Lawman Heating and Cooling, Inc.	Patricia Electric, Inc.	S&L Electric, Inc.	Watson Electric, Inc.	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Malone, NY	Black River, NY	Gouverneur, NY	Sackets Harbor, NY	Syracuse, NY	Colton, NY	Norwood, NY				
Lump Sum	\$667,291	\$685,500	\$1,094,500	\$1,162,000	\$976,000	\$1,085,000	\$1,125,000	\$1,299,000	\$1,123,583	68%	\$976,000	46%
Deduct Alt. 2 - 2nd Floor	\$7,000	\$14,000	\$1,400	\$2,200	\$3,000	\$3,600	\$1,300	\$1,950	\$2,242	-68%	Low Bid w/ Deduct	Variance w/ Budget
Deduct Alt. 3 - Pool House	\$30,000	\$18,000	\$23,000	\$20,200	\$22,000	\$15,000	\$22,000	\$26,800	\$21,500	-28%	\$945,000	69%
Deduct Alt. 4 - Digital Sign	\$50,000	\$25,000	\$27,000	\$39,500	\$2,000	\$25,000	\$25,000	\$28,000	\$24,417	-51%	Bid Avg to Low Bid Ratio	13.1%
Deduct Alt. 5 - Pavement	\$20,000	\$8,500	\$7,000	\$7,200	\$4,000	\$12,000	\$7,000	\$14,000	\$8,533	-57%	Bid Avg to High Bid Ratio	-15.6%
Total Minus Deduct	\$560,291	\$620,000	\$1,036,100	\$1,092,900	\$945,000	\$1,029,400	\$1,069,700	\$1,228,250	\$1,066,892	90%		

*Bid Retracted due to lighting package price omission

Ord No. 1

February 25, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Arena Rehabilitation Design

Earlier tonight City Council was presented with agreements with Stantec Consulting Services, Bette & Cring and Lawman Heating and Cooling for the design and construction costs for the Arena rehabilitation project. Approval of those agreements was contingent upon approval of the attached amended bond ordinance for the project.

A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Change order #1	510,403	
-Change order #2	<u>78,000</u>	\$ 688,193
Bette & Cring (General Construction)		6,268,000
Lawman Heating & Cooling (Mechanical)		1,229,000
Lawman Heating & Cooling (Plumbing/Fire Protection)		668,000
Lawman Heating & Cooling (Electrical)		976,000
Furniture, fixtures and equipment (estimate)		175,000
Construction inspection (estimate)		150,000
Special inspection & testing (estimate)		50,000
Air monitoring (estimate)		20,000
Geotech services and hazardous material testing (estimate)		35,000
Bonding and contingency costs		<u>40,807</u>
Total Bond Ordinance		<u>\$ 10,300,000</u>

The following represents the estimated debt service schedules under the allowable repayment methods for municipal debt and the impact to the current year property tax levy. Municipal debt may be repaid under two different methodologies – level debt service or level principal payments. The City typically has repaid our debt under the level principal method as it results in less interest expense over the life of the bond.

Debt Service with Level Annual Debt Service

Fiscal Year	Principal Payment	Interest Payment @ 3.25%	Total Debt Service
2015 - 2016	\$ 270,000	\$ 334,750	\$ 604,750
2016 - 2017	280,000	325,975	605,975
2017 - 2018	290,000	316,875	606,875
2018 - 2019	300,000	307,450	607,450
2019 - 2020	310,000	297,700	607,700
2020 - 2021	320,000	287,625	607,625
2021 - 2022	330,000	277,225	607,225
2022 - 2023	340,000	266,500	606,500
2023 - 2024	355,000	255,450	610,450
2024 - 2025	365,000	243,913	608,913
2025 - 2026	375,000	232,050	607,050
2026 - 2027	390,000	219,863	609,863
2027 - 2028	400,000	207,188	607,188
2028 - 2029	415,000	194,188	609,188
2029 - 2030	425,000	180,700	605,700
2030 - 2031	440,000	166,888	606,888
2031 - 2032	455,000	152,588	607,588
2032 - 2033	470,000	137,800	607,800
2033 - 2034	485,000	122,525	607,525
2034 - 2035	505,000	106,763	611,763
2035 - 2036	520,000	90,350	610,350
2036 - 2037	540,000	73,450	613,450
2037 - 2038	555,000	55,900	610,900
2038 - 2039	575,000	37,863	612,863
2039 - 2040	590,000	19,175	609,175
	<u>\$ 10,300,000</u>	<u>\$ 4,910,750</u>	<u>\$ 15,210,750</u>

		Percent Increase to Levy
Projected FY 2015-16 Debt Service	\$ 604,750	<u>7.28%</u>
FY 2014-15 Property Tax Levy	\$ 8,302,601	

Debt Service with Level Principal Payments

Fiscal Year	Principal Payment	Interest Payment @ 3.25%	Total Debt Service
2015 - 2016	\$ 412,000	\$ 334,750	\$ 746,750
2016 - 2017	412,000	321,360	733,360
2017 - 2018	412,000	307,970	719,970
2018 - 2019	412,000	294,580	706,580
2019 - 2020	412,000	281,190	693,190
2020 - 2021	412,000	267,800	679,800
2021 - 2022	412,000	254,410	666,410
2022 - 2023	412,000	241,020	653,020
2023 - 2024	412,000	227,630	639,630
2024 - 2025	412,000	214,240	626,240
2025 - 2026	412,000	200,850	612,850
2026 - 2027	412,000	187,460	599,460
2027 - 2028	412,000	174,070	586,070
2028 - 2029	412,000	160,680	572,680
2029 - 2030	412,000	147,290	559,290
2030 - 2031	412,000	133,900	545,900
2031 - 2032	412,000	120,510	532,510
2032 - 2033	412,000	107,120	519,120
2033 - 2034	412,000	93,730	505,730
2034 - 2035	412,000	80,340	492,340
2035 - 2036	412,000	66,950	478,950
2036 - 2037	412,000	53,560	465,560
2037 - 2038	412,000	40,170	452,170
2038 - 2039	412,000	26,780	438,780
2039 - 2040	412,000	13,390	425,390
	<u>\$ 10,300,000</u>	<u>\$ 4,351,750</u>	<u>\$ 14,651,750</u>

Interest Savings with Level Principal Payments \$ 559,000

		Percent Increase to Levy
Projected FY 2015-16 Debt Service	<u>\$ 746,750</u>	<u>8.99%</u>
FY 2014-15 Property Tax Levy	\$ 8,302,601	

The following is a comparison of the City's current Fiscal Year 2014-15 General Fund debt service expense and the projected debt service for Fiscal Year 2015-16.

Fiscal Year 2015-16

<u>DATE OF ISSUE</u>	<u>DATE OF MATURITY</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BALANCE @ END OF FY</u>
12/1/83	12/1/2017	\$ 20,000	\$ 3,840	\$ 23,840	\$ 30,000
5/1/2006	11/1/2015	25,000	579	25,579	-
2/15/2008	2/15/2023	223,000	47,385	270,385	1,078,000
2/11/2009	9/15/2018	200,500	21,293	221,793	577,500
6/15/2010	12/15/2024	91,000	22,540	113,540	617,000
4/15/2011 A	11/15/2025	130,000	58,788	188,788	1,555,000
4/15/2011 B	5/15/2020	93,425	4,616	98,041	73,384
4/15/2011 C	11/15/2022	285,000	131,035	416,035	2,380,000
6/28/2011	6/15/2021	169,500	26,160	195,660	702,500
6/12/2013	10/15/2027	61,800	21,095	82,895	651,600
4/10/2014 A	4/1/2024	117,000	14,450	131,450	642,000
6/18/2014	11/15/2023	560,618	44,724	605,342	1,776,217
<u>Projected new debt to be issued:</u>					
	Projected (@ level				
Arena Rehabilitation	principal)	412,000	334,750	746,750	9,888,000
Factory Street Recon.	Projected	220,000	100,740	320,740	3,098,000
Ogilvie Site Remediation	Projected	20,000	6,000	26,000	180,000
TOTAL		<u>\$2,628,843</u>	<u>\$ 837,995</u>	<u>\$3,466,838</u>	<u>\$23,249,201</u>

Fiscal Year 2014-15

<u>DATE OF ISSUE</u>	<u>DATE OF MATURITY</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BALANCE @ END OF FY</u>
12/1/83	12/1/2017	\$ 20,000	\$ 5,760	\$ 25,760	\$ 50,000
1/15/2005	1/15/2024	435,777	83,262	519,039	1,622,835
11/15/2005	11/15/2020	164,000	33,530	197,530	714,000
5/1/2006	11/1/2015	25,000	1,719	26,719	25,000
2/15/2008	2/15/2023	223,000	54,912	277,912	1,301,000
2/11/2009	9/15/2018	205,500	27,126	232,626	778,000
6/15/2010	12/15/2024	166,000	26,555	192,555	708,000
4/15/2011 A	11/15/2025	125,000	62,138	187,138	1,685,000
4/15/2011 B	5/15/2020	118,425	7,280	125,705	166,809
4/15/2011 C	11/15/2022	275,000	141,892	416,892	2,665,000
6/28/2011	6/15/2021	167,500	31,185	198,685	872,000
6/12/2013	10/15/2027	62,800	22,963	85,763	713,400
4/10/2014 A	4/1/2024	111,000	15,911	126,911	759,000
TOTAL		<u>\$2,099,002</u>	<u>\$ 514,233</u>	<u>\$2,613,235</u>	<u>\$12,060,044</u>

Projected Increase / (Decrease) in FY 2015-16

Debt Service \$ 529,841 \$ 323,762 \$ 853,603

Other Pending Capital Projects that would impact Fiscal Year 2016-17 debt service:

City Court Renovations	\$ 106,667	\$48,000	\$154,667	\$1,493,333
Fire Engine	\$ 55,000	\$16,500	\$71,500	\$495,000

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost to \$10,300,000 and to Increase the Amount of Bonds Authorized to \$9,750,000

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 March 2, 2015, 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 Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

BOND ORDINANCE DATED MARCH 2, 2015.

WHEREAS, by ordinance dated March 17, 2014, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$550,000 bonds of said City to pay part of the \$550,000 estimated maximum cost of the design for the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York; and

WHEREAS, no obligations have been issued under such ordinance;

ORDINANCE

YEA	NAY

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost to \$10,300,000 and to Increase the Amount of Bonds Authorized to \$9,750,000

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

WHEREAS, the Council now wishes to expand the object or purpose to include all costs of reconstruction and expansion, rather than only the design costs, to increase the estimated maximum cost from \$550,000 to \$10,300,000, an increase of \$9,750,000 over that previously authorized and to increase the amount of bonds authorized from \$550,000 to \$10,300,000;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section A. The title and Sections 1, 2 and 3 of the ordinance of this Council dated and duly adopted March 17, 2014 authorizing the issuance of \$550,000 bonds to pay the estimated maximum cost of the design for the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$10,300,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE RECONSTRUCTION AND EXPANSION OF THE CITY'S FAIRGROUNDS ARENA, IN AND FOR SAID CITY.

“

“Section 1. For the specific object or purpose of paying costs of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, there are hereby authorized to be issued \$10,300,000 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 \$10,300,000 and that the plan for the financing thereof is by the issuance of the \$10,300,000 bonds of said City authorized to be issued pursuant to this bond ordinance. The amount of bonds to be issued will be reduced by the amount of any current funds to pay part of the cost of the aforesaid specific object or purpose.

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost to \$10,300,000 and to Increase the Amount of Bonds Authorized to \$9,750,000

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

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid object or purpose is twenty-five years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Fairgrounds Arena to be reconstructed, and the expansion thereof, is and shall be a class "A" building within the meaning of subdivision eleven of said paragraph a."

Section B. 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 ordinance 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.

Section C. Upon this ordinance taking effect, the same 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.

Section D. This resolution is effective immediately.

Unanimous consent moved by Council Member _____, seconded by Council Member _____, 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 _____

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost to \$10,300,000 and to Increase the Amount of Bonds Authorized to \$9,750,000

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

The ordinance was thereupon declared duly adopted.
* * *

APPROVED BY THE MAYOR

_____, 2015.
Mayor

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 March 2, 2015, 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

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost to \$10,300,000 and to Increase the Amount of Bonds Authorized to \$9,750,000

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

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:

Designated Location(s) of Posted Noticed 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 March __, 2015.

 City Clerk

(CORPORATE SEAL)

Tabled

February 25, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Intergovernmental Agreement Relative to Dog Control
Services With County of Jefferson

The attached Resolution was introduced and Tabled on December 15, 2014, as there were additional questions raised by City Council.

It is recommended that this Resolution remain Tabled until all information requested is available to be presented to Council.

RESOLUTION

Page 1 of 1

Approving Intergovernmental Agreement
Relative to Dog Control Services With
County of Jefferson

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

Council Member Stephen A. Jennings

WHEREAS New York State Law requires the City of Watertown to provide the services of a Dog Control Officer and maintain a shelter for dogs, and

WHEREAS the City has the ability to contract with another municipal corporation to provide the services required by law, and

WHEREAS the County of Jefferson has provided Dog Control Service to the towns within the County for a number of years, and

WHEREAS the City of Watertown and the County of Jefferson have successfully consolidated their functions and facilities used for Dog Control since 1999,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intergovernmental Agreement Relative to Dog Control Services, a copy of which is attached and made part of this resolution, and

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

Seconded by Council Member Joseph M. Butler Jr.

INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This sets forth an Agreement made the _____ day of _____, 2015, by and between the County of Jefferson (the "County"), with municipal offices located at 195 Arsenal Street, Watertown, New York 13601, and the City of Watertown (the "City"), with municipal offices located at 245 Washington Street, Watertown, New York 13601.

Recitals

Article 7 of the New York Agriculture and Markets Law requires the City to provide the services of a dog control officer and to maintain a shelter for dogs.

Under Section 115 of the New York Agriculture and Markets Law, the City may contract with another municipal corporation to provide the services required to be provided by the City.

The County has the authority, facilities and personnel to provide the required dog control services under contract with the City; to that end, it has successfully done so for sixteen years, thus provided operational efficiencies and better overall service to all taxpayers within Jefferson County.

Both the City and County wish to extend the intermunicipal agreement for dog control services because it is in the parties best interest to do so.

Agreement

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term:

This Inter-Municipal Agreement shall be for a term of five (5) years, beginning on January 1, 2015 and ending on December 31, 2019.

2. Obligations of the County:

- a. The County shall provide the City with the dog control officer services required by Article 7 of the New York Agriculture and Markets Law and will enforce certain provisions of Chapter 81 of the Watertown City Code, Article I (Sections 81-1, 81-5.1, 81-6, 81-9 and 81-13), Article IA and Article IV, as may be amended, and hereby attached for reference.
- b. The County shall provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; will make available for adoption seized dogs not redeemed as provided for in the City Code and when required will make necessary arrangements to humanely euthanize. The shelter shall at all times during the term of this Agreement be under the care and charge of the County and shall be open to the public at reasonable hours.

- c. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs, and will keep all records required by New York Agriculture and Markets Law.
- d. The County shall collect and retain all impoundment fees.
- e. Enumeration services will be provided annually, with approximately one half of the city being done each year. The Dog Control Office shall notify the City Clerk in advance of the provision of these services.
- f. The County shall maintain complete financial records concerning the operation of the dog shelter and its dog control services. The County shall submit an annual program report to the City on or about January 31st of the following year.
- g. The City hereby authorizes the County Dog Control Officer to prosecute actions arising under Section 118 (1) of the Agriculture and Markets Law as violations under the Penal Law. The County will prepare all paperwork necessary for the prosecution of violations of the City Code, and the County's dog control officers will cooperate with the City Attorney for those prosecutions.
- h. The County shall report to the City every 30 days, in a clear and legible manner, the name, address and contact number of City residents responsible for adopting a dog from the County shelter.
- i. The County shall be responsible for removing all dog carcasses from public property within the City.
- j. The County shall investigate the status of an unlicensed dog, as documented in the City's monthly report, and will provide to the City a monthly report which includes the status of the dog, the attempt(s) to contact the owner, and the issue of an appearance ticket, if required.

3. Obligations of the City:

- a. Prior to the adoption of any amendments to Chapter 81 of the Watertown Municipal Code, the City will notify the County. A copy of Chapter 81 of the Watertown Municipal Code is attached for reference.
- b. The City shall remit to the County for 2014, \$91,500 for services provided during the City's Fiscal Year 2014-15; The City shall remit to the County for services provided during Fiscal Year 2015-16, \$93,788. In subsequent years, the amount the City pays will be adjusted by the lesser of the C.P.I. or the overall percentage increase in deficit funding.

- c. In addition to the money described in sub-paragraph b, the City shall remit to the County, on a monthly basis, a portion of all license fees collected by it in the preceding month equal to \$2.50 per dog.
- d. The City shall be responsible for the removal and disposition of animal carcasses on City-owned property.
- e. The City shall remit to the County on a monthly basis, a report of owners whose dog's license has expired.

4. Severability:

If any portion of this Agreement is determined to be invalid by a Court of Law, such invalidity shall not render invalid any remaining portions of this Agreement.

5. Obligation Limited to Funds Available:

The County shall provide the services herein agreed upon within the confines of the funds available therefor and no funds shall be raised by taxation by the County to finance said dog control program.

6. Amendment and/or Modification:

The parties hereto agree that this agreement may be revised, amended and/or modified only in writing, signed by all parties and attached hereto.

7. Termination:

This agreement may be terminated by either party at the end of any calendar year by the giving of notice in writing at least six months prior to the end of said calendar year, said six month period to commence on the day of mailing of said notice.

8. No Waiver:

In the event that the terms and conditions of this agreement are not strictly enforced by the County, such non-enforcement shall not act or be deemed to act as a waiver or modification of this agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this agreement thereafter.

9. Compliance With All Laws:

The County agrees that during the performance of the work required pursuant to this agreement, the County and all employees working under its direction and within the scope of employment shall comply with all applicable federal, state, and local laws, ordinances, rules, and/or regulations controlling or limiting in any way the performance of the work required by this

agreement. Any and all provisions required by law to be incorporated into this agreement shall be deemed to be inserted herein, and this agreement shall be read and enforced in conformance with such provision(s).

10. Right of County to Subcontract Services:

The County retains the right to subcontract for veterinarian, euthanising and cremation services or any other services not enumerated and/or otherwise required under this Agreement.

11. Choice of Law:

This agreement shall be governed by and under the laws of the State of New York. In the event of a dispute between the parties under this agreement, venue for resolution of such dispute shall be the County of Jefferson, New York.

12. Notices:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may be designated hereafter in writing by either party:

Notice to the County:

County Administrator's Office
195 Arsenal Street
Watertown, NY 13601

Notice to the City:

City Manager's Office
245 Washington Street
Watertown, NY 13601

13. Extent of Agreement:

This agreement constitutes the entire integrated agreement between and among the parties hereto.

All of the above was established by the following signatures authorized by the respective parties.

Dated: _____

The City of Watertown

By: _____

Dated: _____

The County of Jefferson

By: _____

February 24, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Tax Sale Certificates Assignment Request

Attached is a letter received from Kenneth and Lynne Maitland requesting to be assigned the City's tax sale certificates for multiple Gardner Avenue parcels.

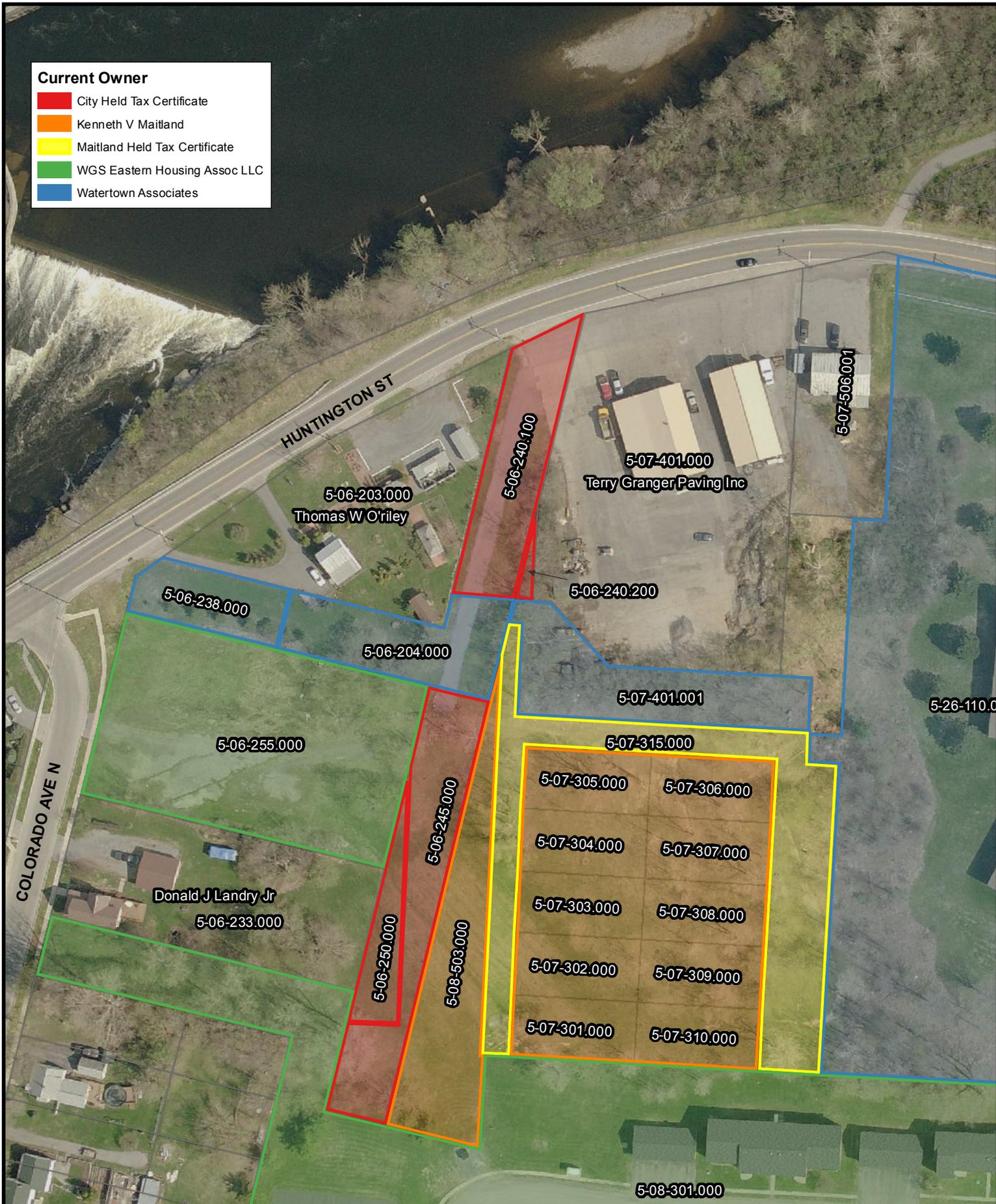
The redemption amounts that would be owed to the City as of March 31st would be as follows.

Address	Parcel	Redemption Amount	Current Owner
Gardner Avenue	05-06-250.000	\$117.28	Brown, George
Gardner Avenue	05-06-245.000	\$139.21	Delmar Realty Corp
Gardner Avenue	05-06-240.100	\$59.19	Delmar Realty Corp
VL Gardner Avenue	05-06-240.200	\$40.07	Babcock, Henry H

Staff is requesting Council direction on whether to prepare resolutions assigning the tax sale certificates to Kenneth and Lynne Maitland.

Current Owner

- City Held Tax Certificate
- Kenneth V Maitland
- Maitland Held Tax Certificate
- WGS Eastern Housing Assoc LLC
- Watertown Associates



CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793

Gardner Avenue Tax Sale Certificates



Scale:

1 inch = 100 feet

Print Date: 2/12/2015

Jan 27, 2015

Dear Mr. Mills,

We are interested in purchasing the Tax Sale Certificates you are holding for the following properties:

Gardner Ave

506250

506245

506240.100

506240.200

Sherry
Lyne A. Maitland
Kenneth J. Maitland
161 Thompson Blvd.
Watertown, NY 13601
788-1672
Cell - 767-8796

February 19, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Request for Abate – 1105 Harris Drive

Attached is a letter received from Adriana Cavallario requesting assistance from the City of Watertown on the cost of snow removal at the above address.

I have reviewed the facts of this request and have decided to abate the \$150.00 fee in accordance with §310-10 approved by City Council November 4, 2013.



CITY OF WATERTOWN, NEW YORK
BUREAU OF CODE ENFORCEMENT

Suite 105, City Hall
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7735
Fax (315) 785-7854

Stamped 1/20

*(City Manager -)
My sidewalk was plowed
1/23/15*

January 16, 2015

Rec'd 1/23

Adriana Cavallario Living Trust
1105 Harris Dr.
Watertown, NY 13601

*Notice Dated 1/16/15
Stamped 1/20/15*

*Hardly enough notice
to get someone - 48 hrs. -
My corner gets duped on by
City Plow. -
What can you do for me?*

Re: 1105 Harris Dr.
Parcel No.: 14-38-145

Adriana Cavallario

Dear Property Owner:

Section 53 of the Watertown City Charter requires all property owners or occupants to clean, keep free and clear from snow and ice all sidewalks abutting property fronting on any street, public square, place or highway of the City.

In the event a sidewalk is not kept free and clear from snow and ice, the City Charter authorizes the City to cause the sidewalk to be kept free and clear from snow and ice and to seek reimbursement from you. If reimbursement is not made, then a certificate for the actual cost of clearing the sidewalk will be filed with the City Comptroller, who shall then certify the same to the City Assessor for levy and collection at the same time as, and as part of, the City tax.

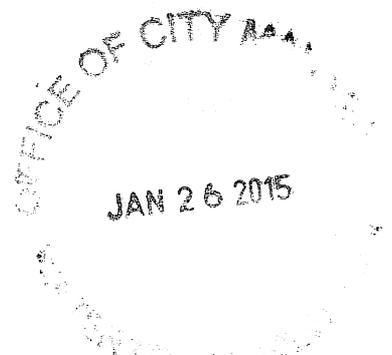
Please note that if your property is on a corner, the corner access must also be cleared.

This letter shall notify you that you, the property owner of the premises referenced above, must within **forty-eight (48) hours** from the date of this notice, make the sidewalk(s) abutting your property, free and clear from snow and ice, or the City will cause the sidewalk(s) to be cleaned and will take such steps as are necessary to add the cost of the cleaning to the next City tax bill for the property unless the appropriate charge is first paid by you.

If you have any questions concerning your obligations under the City Charter, please call the Bureau of Code Enforcement at 785-7735.

*785-7845
7770*

Sincerely,
Shawn R. McWayne
Shawn R. McWayne
Code Enforcement Supervisor
SRM:cas
CC: Tenant/Occupant



CITY OF WATERTOWN
INVOICE

Customer Id DPW00006919

Invoice Number 2015/40/0056892
 Invoice Date 1/26/2015
 Invoice Due Date 2/25/2015

ADRIAN CAVALLARIO LIVING TRUST
 Attn: RE: 1105 HARRIS DR
 1105 HARRIS DR
 WATERTOWN NY 13601

Mail Remittance To:
 CITY COMPTROLLER'S OFFICE
 ROOM 203, CITY HALL
 245 WASHINGTON STREET
 WATERTOWN NY 13601
 (315) 785-7754

Desc: SNOW REMOVAL 1105 HARRIS DR Prop Loc: 1105 HARRIS DR



Muni/Sbl: 221800 14-0038-145.000

Service	Quantity	Unit	Unit Price	Amount
/22/15 SNOW REMOVAL LABOR	1.00		72.45	72.45 tx
DPW EQUIPMENT FEE	1.00		31.00	31.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				19.64

103.45
8.02 tax

111.47

Total Amount Due 273.09

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

	MEMORANDUM	E.P. Hayes Superintendent
	Dept. Public Works	Date: 02-23-15 Ref: PW 004-15
To:	Sharon Addison, City Manager	
Subject:	Jefferson County Office for the Aging Transportation Assistance Agreement/Program Participation Statistics	

In response to request made during the Regular Council Meeting of Tuesday, February 17th by Councilmember Butler regarding the participation statistics for the Jefferson County Office for the Aging's Transportation Assistance Agreement I offer the following:

Number of registered participants by year offered:

YEAR	Participants
2010	104
2011	85
2012/2-13	100
2014	70
2015	74

I have also included a copy of the registration form that each participant is required to fill out during the registration process as well as the Daily Sign-In Sheet which each participant signs and initials upon entry into the bus during the period that the program is funded.

Given the personal nature of the information contained in the registration forms I am unable to provide you with copies of either the individual registration forms or the daily sign-in sheets.

Should you have any additional questions about this program or its implementation please does not hesitate to contact me at your convenience.



cc: Christine Cratsenberg, Transit Supervisor

**Jefferson County Office for the Aging
Citibus Participant Registration**

Name: _____ Date: _____
Address: _____ Live Alone: _____ Yes _____ No
City/State: _____ Date of Birth: _____
Zip Code: _____ Telephone: _____
Social Security Number: _____ Male: _____ Female: _____
Are you a veteran: _____ Yes _____ No Are you a spouse of a veteran: _____ Yes _____ No
Monthly Income: (Circle one) Single Below \$ 794 \$ 795 - \$ 952 \$ 953 - \$1190
 Couple Below \$1064 \$1066 - \$1278 \$1279 - \$1598

Check one: Ethnicity: _____ White/non-Minority _____ Black (Not Hispanic) _____ Hispanic _____ American Indian/Native _____ Other _____ Asian/Pacific Islander
--

Emergency Contact: Name: _____ Phone # _____
Relationship: _____

**Jefferson County Office for the Aging
Citibus Participant Registration**

Name: _____ Date: _____
Address: _____ Live Alone: _____ Yes _____ No
City/State: _____ Date of Birth: _____
Zip Code: _____ Telephone: _____
Social Security Number: _____ Male: _____ Female: _____
Are you a veteran: _____ Yes _____ No Are you a spouse of a veteran: _____ Yes _____ No
Monthly Income: (Circle one) Single Below \$ 794 \$ 795 - \$ 952 \$ 953 - \$1190
 Couple Below \$1064 \$1066 - \$1278 \$1279 - \$1598

Check one: Ethnicity: _____ White/non-Minority _____ Black (Not Hispanic) _____ Hispanic _____ American Indian/Native _____ Other _____ Asian/Pacific Islander
--

Emergency Contact: Name: _____ Phone # _____
Relationship: _____

OFFICE FOR THE AGING TRANSPORTATION PROGRAM -
CITIBUS

ROUTE _____

DATE	NAME (PRINT)	INITIAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

TOTAL CONTRIBUTIONS: _____

February 24, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Board and Commission Appointments

Below is a listing of upcoming vacancies on City Boards and Commissions for City Council review.

With Council approval, Staff will contact members for reappointment. Staff would also be happy to reach out to any new individual recommended by City Council.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Empire Zone Admin. Bd.	Council	3 Years	Joseph M. Butler, Jr.	7/2/2012	5/31/2015
Empire Zone Admin. Bd.	Council	3 Years	Anthony Doldo	7/2/2012	5/31/2015
Transportation Comm.	Council	3 Years	Jennie Adsit	4/16/2012	4/1/2015
Transportation Comm.	Council	3 Years	Dawn Mills	5/19/2014	4/1/2015
Transportation Comm.	Council	3 Years	Robert Freeman III	4/16/2012	4/1/2015

February 19, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sales Tax Revenue – January 2015

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to January 2014, the January 2015 sales tax revenue on an actual to actual basis is up \$22,767 or 1.84%. In comparison to the original budget projection for the month of January, sales tax is down \$11,657 or 0.92%.

The year-to-date actual receipts are up \$274,014 or 2.69% while the year-to-date receipts on a budget basis are down \$9,489 or 0.09%. Year-to-date sales tax revenue is at \$10,473,576.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2010-11, 2011-12, 2012-13 and 2013-14 have been included for historical perspective.

	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Variance</u>	<u>% Inc/(Dec) to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,492,579	\$ 1,412,829	\$ (79,750)	-5.34%		
August	\$ 1,250,127	\$ 1,319,714	\$ 1,357,130	\$ 1,463,877	\$ 1,247,954	\$ (215,923)	-14.75%		
September	\$ 1,777,374	\$ 1,886,899	\$ 2,071,785	\$ 1,760,254	\$ 2,206,655	\$ 446,402	25.36%	150,728	3.20%
October	\$ 1,147,531	\$ 1,215,879	\$ 1,301,624	\$ 1,584,174	\$ 1,405,774	\$ (178,400)	-11.26%		
November	\$ 1,203,035	\$ 1,207,881	\$ 1,274,589	\$ 1,116,784	\$ 1,398,402	\$ 281,618	25.22%		
December	\$ 1,681,408	\$ 1,897,409	\$ 1,714,672	\$ 1,543,425	\$ 1,540,727	\$ (2,699)	-0.17%	100,519	2.37%
January	\$ 1,213,795	\$ 1,195,675	\$ 1,276,483	\$ 1,238,468	\$ 1,261,235	\$ 22,767	1.84%		
February	\$ 984,089	\$ 1,036,230	\$ 1,160,663	\$ 1,076,005	\$ -	\$ -	0.00%		
March	\$ 1,445,902	\$ 1,624,451	\$ 1,453,454	\$ 1,471,964	\$ -	\$ -	0.00%	22,767	0.98%
April	\$ 1,190,708	\$ 1,217,913	\$ 1,293,493	\$ 1,271,765	\$ -	\$ -	0.00%		
May	\$ 1,164,270	\$ 1,224,057	\$ 1,373,513	\$ 1,298,653	\$ -	\$ -	0.00%		
June	\$ 1,654,800	\$ 2,029,525	\$ 1,609,032	\$ 1,699,052	\$ -	\$ -	0.00%	-	0.00%
YTD	<u>16,007,070</u>	<u>17,215,066</u>	<u>17,247,801</u>	<u>17,017,001</u>	<u>10,473,576</u>	<u>274,014</u>	<u>2.69%</u>		

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
	<u>2014-15</u>	<u>Actual 2014-15</u>				
July	\$ 1,534,067	\$ 1,412,829	\$ (121,238)	-7.90%		
August	\$ 1,504,566	\$ 1,247,954	\$ (256,612)	-17.06%		
September	\$ 1,809,181	\$ 2,206,655	\$ 397,474	21.97%	19,624	0.40%
October	\$ 1,628,207	\$ 1,405,774	\$ (222,433)	-13.66%		
November	\$ 1,147,826	\$ 1,398,402	\$ 250,576	21.83%		
December	\$ 1,586,326	\$ 1,540,727	\$ (45,599)	-2.87%	(17,456)	-0.40%
January	\$ 1,272,892	\$ 1,261,235	\$ (11,657)	-0.92%		
February	\$ 1,105,913	\$ -	\$ -	0.00%		
March	\$ 1,512,879	\$ -	\$ -	0.00%	(11,657)	-0.49%
April	\$ 1,307,115	\$ -	\$ -	0.00%		
May	\$ 1,334,750	\$ -	\$ -	0.00%		
June	\$ 1,746,279	\$ -	\$ -	0.00%	-	0.00%
YTD	<u>17,490,000</u>	<u>10,473,576</u>	<u>(9,489)</u>	<u>-0.09%</u>		