

**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, May 6, 2013, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving NYSDOT Sidewalk Signal Improvement Project, PIN 7805.44
- Resolution No. 2 - Approving Agreement For Professional Land Surveying Services, Storino Geomatics
- Resolution No. 3 - Approving Amendment No. 3 to Professional Services Agreement, GHD Consulting Engineers LLC
- Resolution No. 4 - Approving Change Order No. 1 to Agreement for Fluoride Tank Replacement System, Continental Construction
- Resolution No. 5 Approving Amendment No. 1 to Agreement for Professional Services for Fluoride Tank Replacement, Bernier, Carr & Associates
- Resolution No. 6 - Amendment No. 88 to the Management And Management Confidential Pay Plan
- Resolution No. 7 - Accepting Bid for Fire Department Pagers, Leavitt Communications

- Resolution No. 8 - Adopting Revised Guidelines and Administrative Procedures for the Rental Rehabilitation Program
- Resolution No. 9 - Approving Contract for Use of Buildings and Grounds, Watertown City School District
- Resolution No. 10 - Approving Agreement for Flat Fee Use of City-Owned Athletic Fields, Sunday Softball League
- Resolution No. 11 - Approving Agreement for Flat Fee Use of City-Owned Athletic Fields, North Country Lacrosse League
- Resolution No. 12 - Approving Agreement for Flat Fee Use of City-Owned Athletic Fields, Sunday Touch Football League
- Resolution No. 13 - Waive Hook-up and Disconnect Fees for 2013 Concert Series for Disabled Persons Action Organization
- Resolution No. 14 - Authorizing the Sale of the Portions Hycliff Drive North and of Kendall Avenue North that Lie Northeasterly of Clover Street

## **ORDINANCES**

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated February 21, 2012, as Amended January 22, 2013, Authorizing the Issuance of \$460,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$750,000 Estimated Maximum Cost of the Design of a Disinfection System at the City's Wastewater Treatment Plant, to Increase the Estimated Maximum Cost Thereof to \$800,000

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

- Laid Over Under the Rules – Ordinance Amending City Municipal Code § A320-9
- Tabled - Ordinance Amending the Code of the City of Watertown, §310-34, Accessory Uses in Residence Districts

## **STAFF REPORTS**

1. Public Hearings for 2013-14 Operating Budgets and 2013-14 through 2017-18 Capital Budget
2. Spring Drop Off Flyer

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To discuss the employment history of a particular individual

## **WORK SESSION**

1. Budget Work Session is scheduled for Tuesday, May 7, 2013, at 6:00 p.m.
2. Next Regularly Scheduled Work Session is Monday, 13, 2013, at 7:00 p.m.

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 20, 2013.**

Res No. 1

April 17, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: NYSDOT Sidewalk Signal Improvement Project,  
PIN 7805.44

New York State Department of Transportation is requesting that the City Council adopt a resolution pertaining to their project, which will involve upgrading the existing Traffic Signal, as well as reconstruction of the existing sidewalks around the Traffic Signal Poles at the intersection of NY Route 12 (State Street) and NY Route 12 (Gifford Street) in the City of Watertown.

Attached is a resolution for Council consideration.

# RESOLUTION

Page 1 of 1

Approving NYSDOT Sidewalk Signal Improvement Project, PIN 7805.44

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the New York State Department of Transportation proposes to reconstruct the Signal Lights at the Intersection of NY Route 12 (State Street) and NY Route 12 (Gifford Street), City of Watertown, PIN 7805.44, and

WHEREAS the State will include as part of the reconstruction or improvements of the above mentioned project the reconstruction of sidewalks, pursuant to Section 349-c, Cities, of the Highway Law, and

WHEREAS the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the construction of sidewalks and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the city of Watertown will maintain or cause to be maintained the relocated, reconstructed and/or constructed sidewalks performed as above stated and as show on the contract plans attached hereto and made part of this resolution, including the control of snow and ice, and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to transmit four (4) certified copies of the foregoing resolution to: New York State Department of Transportation, 317 Washington Street, Watertown, New York 13601, Attn: Brian A. Baxter, PE.

### **Seconded by**



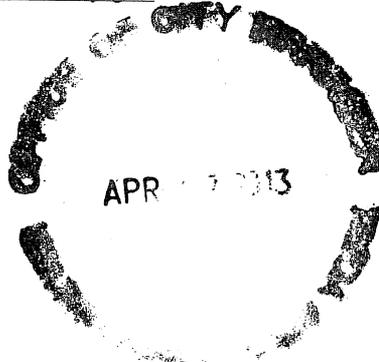
DEPARTMENT OF TRANSPORTATION  
REGION SEVEN  
317 WASHINGTON STREET  
WATERTOWN, N.Y. 13601  
[www.dot.ny.gov](http://www.dot.ny.gov)

Mark Frechette, P.E.  
Acting Regional Director

Joan McDonald  
Commissioner

April 16, 2013

Honorable Jeffrey E. Graham, Mayor  
City of Watertown  
City Hall, 245 Washington Street, Room 302A  
Watertown, NY 13601



Dear Mr. Graham:

Re: Sidewalk Resolution  
Signal Improvement Project  
PIN 7805.44, Jefferson County

This project is located at the intersection of NY Route 12 (State Street) and NY Route 12 (Gifford Street) in the City of Watertown.

The tentative letting date for the project is May 16, 2013.

Construction on the project will involve upgrading of the existing Traffic Signal, as well as reconstruction of the existing sidewalks around the Traffic Signal Poles.

Concrete sidewalk reconstruction, sign installation, pavement marking, as well as other miscellaneous construction will also take place on the project.

Because of the work scheduled to be done on this project, which will include sidewalk reconstruction, the following Resolution should be acted on by the City Council at this time;

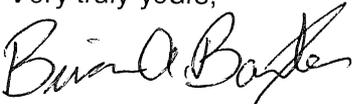
1. A Sidewalk Maintenance Resolution pertaining to maintenance of sidewalks which will be reconstructed as a part of the construction on this project.

It would be appreciated if you would present the enclosed maintenance resolution to the City Council, and upon approval, have the Clerk forward four (4) copies of the resolution (all with original signatures) to this office. An early response is requested.

Enclosed for your information is a plan sheet showing the above mentioned area of the project.

Should you have any questions regarding this project, please feel free to call me at any time. The telephone number is (315)785-2340.

Very truly yours,



Brian A. Baxter, P.E.  
Regional Utility Engineer

encls: (2)

1. Sidewalk Resolution (5 copies)
2. Plans (1)

cc: Mike McCullough w/o encls (Design Squad Leader)  
Utility File

BAB/eaf

**RESOLUTION BY THE CITY COUNCIL  
OF THE CITY OF WATERTOWN  
FOR THE MAINTENANCE OF SIDEWALKS**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the New York State Department of Transportation proposes to reconstruct the Signal Lights at the Intersection of NY Route 12 (State Street) and NY Route 12 (Gifford Street), City of Watertown, PIN 7805.44 and

WHEREAS, the State will include as part of the reconstruction, or improvements of the above mentioned project the reconstruction of sidewalks, pursuant to Section 349-c, Cities, of the Highway Law and

WHEREAS, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the project.

NOW, THEREFORE,

BE IT RESOLVED: That the City of Watertown approves the construction of sidewalks and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the City of Watertown will maintain or cause to be maintained the relocated, reconstructed and/or constructed sidewalks performed as above stated and as shown on the contract plans, including the control of snow and ice.

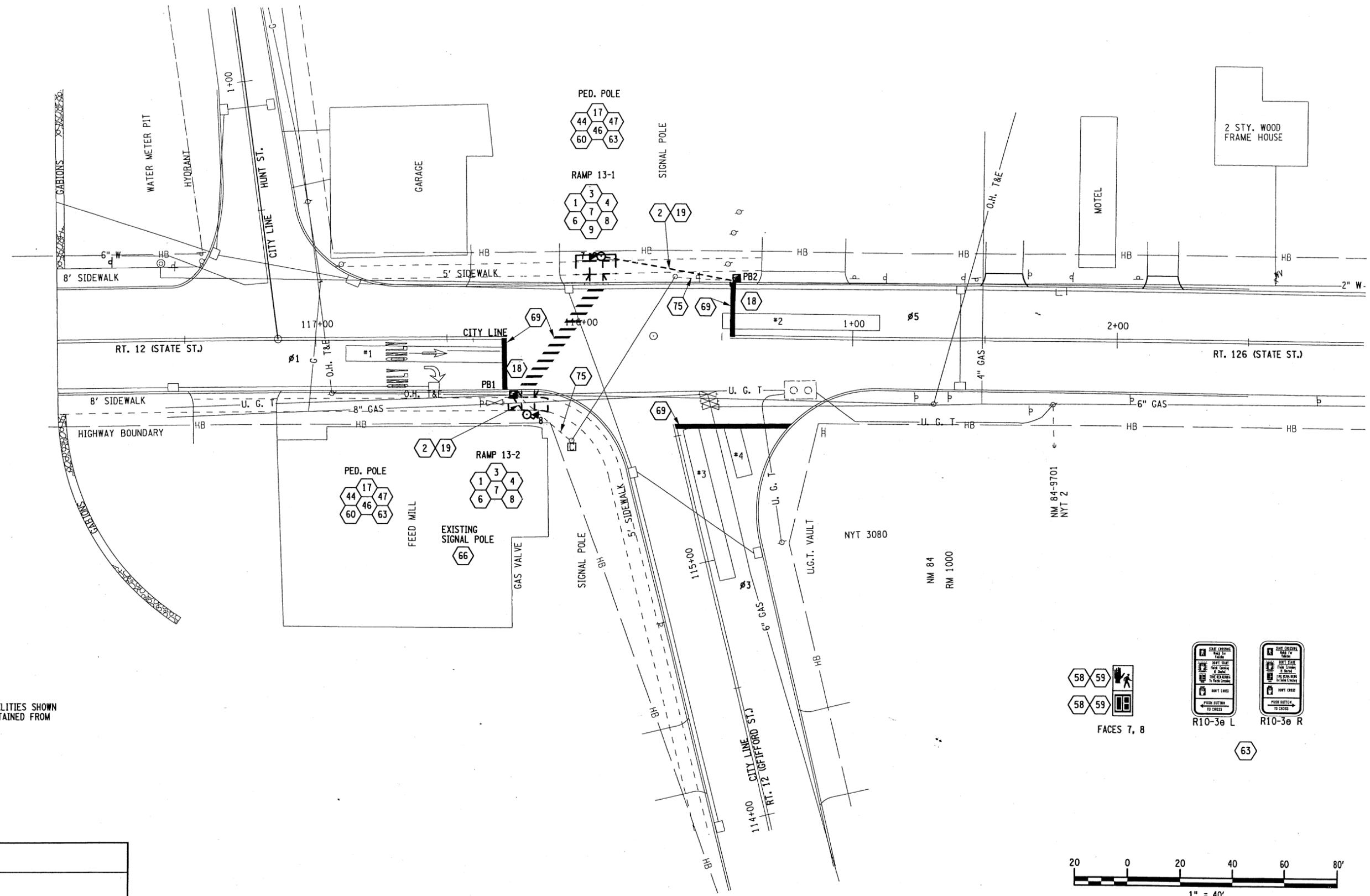
BE IT FURTHER RESOLVED: That the Clerk of this Board is hereby directed to transmit four (4) certified copies of the foregoing resolution to:

New York State Department of Transportation  
317 Washington Street  
Watertown, New York 13601  
Attn: Brian A. Baxter, P.E.

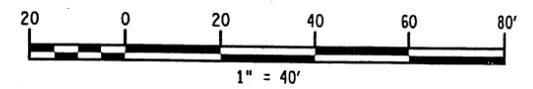
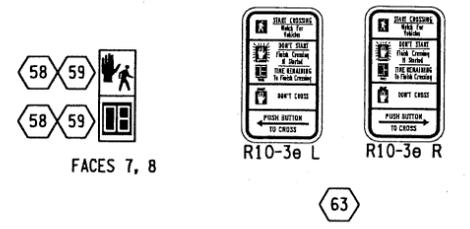


FILE NAME = 780544\_CPH\_TSP\_013.DGN  
 DATE/TIME = 11-APR-2013 11:48  
 USER = efredenburg

DESIGN SUPERVISOR E. REAPE  
 JOB MANAGER M. MCCULLOUGH  
 DESIGN M. HARRIS  
 DRAFTING M. HARRIS  
 CHECK M. MCCULLOUGH  
 PROJECT MANAGER M. BICA



NOTE:  
 1. EXISTING FEATURES AND UTILITIES SHOWN ON THIS PLAN SHEET WERE OBTAINED FROM NYSOT RECORD PLANS.



AFFIX SEAL: ON:	ALTERED BY: ON:
<h2 style="margin: 0;">UNOFFICIAL PLANS</h2> <p style="margin: 0; font-weight: bold;">FOR PRELIMINARY PLANNING FOR UTILITY RELOCATION</p>	

AS-BUILT REVISIONS	SIGNAL IMPROVEMENT PROJECT, PART 17
DESCRIPTION OF ALTERATIONS:	VARIOUS INTERSECTIONS IN THE COUNTIES
	OF CLINTON, JEFFERSON AND ST. LAWRENCE
	COUNTY: VARIOUS

PIN 7805.44
UTILITY QUALITY LEVEL D

BRIDGES	CULVERTS
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ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
GENERAL PLAN SITE 13 - CITY OF WATERTOWN RT 126 AND RT 12

CONTRACT NUMBER	D262336
DRAWING NO. TSP-25	SHEET NO. 46

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 07  
 DOCUMENT NAME: 780544\_CPH\_TSP\_013.DGN

Res No. 2

April 23, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Professional  
Land Surveying Services, Storino Geomatics

The City of Watertown in the course of business routinely has a need for land surveying services. Until June 2009, these services were provided by Mr. Thomas Storino, a licensed land surveyor that worked in the City Engineering Department. On December 7, 2009, the City Council approved a non-exclusive Agreement with Storino Geomatics to provide surveying services for the City. Our current Agreement with Mr. Storino expires on June 30, 2013 with an option for two (2) two-year renewal periods.

A resolution approving the Agreement for Professional Land Surveying Services between the City of Watertown and Storino Geomatics, 179 Conger Avenue, Watertown, New York, has been prepared for City Council consideration. This agreement renewal will be in effect until June 30, 2015, with one more renewal period remaining.

# RESOLUTION

Page 1 of 1

Approving Agreement For Professional  
Land Surveying Services, Storino Geomatics

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

YEA	NAY

Total .....

***Introduced by***

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WHEREAS in the course of business the City of Watertown routinely has a need for land surveying services, and

WHEREAS the City does not have a licensed land surveyor on its staff to perform routine survey work as the need arises, and

WHEREAS surveying services are professional services within the meaning of the New York General Municipal Law, and

WHEREAS Storino Geomatics has offered to perform routine surveying services for the City in connection with assigned projects at specified rate for identified services on a non-exclusive basis,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Land Surveying Services, between the City of Watertown and Storino Geomatics, 179 Conger Avenue, Watertown NY, a copy of which is attached and made a part of said resolution, and

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

***Seconded by***

**AGREEMENT FOR PROFESSIONAL  
LAND SURVEYING SERVICES**

This Agreement dated this \_\_\_\_ day of May, 2013 by and between Thomas M. Storino, P.L.S., individually and doing business as Storino Geomatics, 179 Conger Avenue, Watertown, New York 13601 (“Storino”) and the City of Watertown, New York, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”).

**WITNESSETH**

WHEREAS, the City routinely has a need for land surveying services in connection with street, sewer, water reconstruction and other projects; and

WHEREAS, the City does not have a licensed land surveyor on its staff to perform routine survey work as the need arises; and

WHEREAS, surveying services are professional services within the meaning of the New York General Municipal Law; and

WHEREAS, Storino has offered to perform routine surveying services for the City in connection with assigned projects at specified rates for identified services on a non-exclusive basis,

Now therefore the parties agree as follows:

**AGREEMENT**

1. Scope of Services.

The scope of surveying services to be performed by Storino for the City on an as-needed, non-exclusive basis is attached and made a part of this Agreement as Exhibit “A.” Identified routine services are to be performed at the fixed rates described at items .100

through .112 on Exhibit "A." Non-identified, non-routine services are to be performed at the applicable hourly rates described at items .113 through .119 on Exhibit "A."

2. Surveyors.

Storino will provide qualified surveyors to perform the assigned work. At all times relevant to this Agreement, Storino's surveyors shall be Storino employees, and not City employees. Accordingly, Storino shall be responsible for the payment of all wages, withholdings, insurances (including Workers' Compensation and disability insurance) and safety issues, if any, pertaining to his employees.

Storino shall maintain full, open, and cordial communications with any applicable City contractor's representatives, and shall answer the contractor's inquiries when those answers are solely referable to work or documents provided by Storino. Any request by a contractor for additional surveying work must be referred to the City representative.

3. City Representative.

The City Engineer of the City of Watertown shall designate a representative of the Watertown Engineering Department from whom all assignments shall be made and to whom all reports concerning surveying services shall be provided. The City Engineer's designation of its representative shall be in writing.

4. Reimbursable Expenses.

The City will reimburse Storino for expenses directly attributable to performing land surveying services required by this Agreement. It is anticipated that the extent of reimbursable expenses will be detailed in the agreed-to scope for each project.

WHEREFORE, the parties have entered into this Agreement this \_\_\_\_ day of May,

2013.

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Thomas M. Storino, P.L.S.,  
Individually and d/b/a  
Storino Geomatics

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City of Watertown  
By: Sharon Addison  
City Manager



# STORINO GEOMATICS

LAND SURVEYING SERVICES & CONSULTING, PLLC

PROFESSIONAL LAND SURVEYORS

CODE	PROFESSIONAL SERVICE DESCRIPTION	INCLUDES	FEE (EFFECTIVE JULY 1, 2013)	FEE (EFFECTIVE JULY 1, 2014)
0.100	CITY OR VILLAGE SURVEY	CORNERS SET, MAP & DESCRIPTION	\$905.00	\$915.00
0.101	CITY OR VILLAGE SURVEY (SET CORNERS ONLY)	NO MAP, NO DESCRIPTION	\$620.00	\$630.00
0.102	CITY OR JEFFERSON COUNTY SUBDIVISION (2 ACRES & UNDER)	INCLUDES CORNERS, MAP AND DESC	\$1,285.00	\$1,300.00
0.103	CITY OR JEFFERSON COUNTY SUBDIVISION (2-5 ACRES)	INCLUDES CORNERS, MAP AND DESC	\$1,420.00	\$1,435.00
0.104	UPDATES OF UNDER 5 ACRES	MAP, DESC., COR. RESET @\$45 (2013) / \$48 (2014)	\$500.00-\$570.00	\$510.00-\$585.00
0.105	UPDATES OF MORE THAN 5 ACRES	MAP, DESC., COR. RESET @\$45 (2013) / \$48 (2014)	\$600.00-\$700.00	\$625.00-\$725.00
0.106	WOODED PARCEL	CORNERS SET, MAP & DESCRIPTION	\$0.80/FOOT OF TOTAL PERIMETER	\$0.85/FOOT OF TOTAL PERIMETER
0.111	MARKERS SET ON LINE (SCHEDULED @ TIME OF SURVEY)		\$45.00/Marker	\$48.00/Marker
0.112	MARKERS SET ON LINE (NOT SCHEDULED @ TIME OF SURVEY)		\$65.00/Marker	\$68.00/Marker
0.113	2 MAN FIELD CREW**		\$115.00/Hour	\$116.00/Hour
0.114	2 MAN CONSTRUCTION CREW**		\$165.00/Hour	\$166.00/Hour
0.115	ON SITE OR COURT TESTIMONY/PLS PRINCIPAL**		\$188.00/Hour	\$190.00/Hour
0.116	ON SITE OR COURT TESTIMONY/PLS**		\$135.00/Hour	\$136.00/Hour
0.117	PLS WORK NOT LISTED ABOVE**		\$150.00/Hour	\$152.00/Hour
0.118	INTERMEDIATE WORK NOT LISTED ABOVE**		\$83.00/Hour	\$85.00/Hour
0.119	ROUTINE WORK NOT LISTED ABOVE**		\$63.00/Hour	\$65.00/Hour

\*\* HOURLY RATES BILLED AT 1 HOUR MINIMUM\*\*

BALANCE DUE UPON COMPLETION OF JOB, AT TIME OF DELIVERY OF FINAL DOCUMENTS AND INVOICE

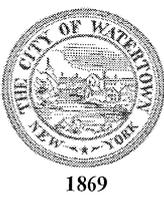
A SERVICE CHARGE OF 2% OF THE UNPAID BALANCE WILL BE ADDED MONTHLY AT THE TIME OF REBILLING

EFFECTIVE JULY 1, 2013

©2013 STORINO GEOMATICS LAND SURVEYING SERVICES & CONSULTING, PLLC

179 Conger Avenue, Watertown, NY 13601-2318  
E-mail: [info@storinogeomatics.com](mailto:info@storinogeomatics.com)

Tel/Fax: (315) 788-0287  
[www.storinogeomatics.com](http://www.storinogeomatics.com)



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 16 April 2013

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Land Surveying Services Agreement Renewal

Enclosed is a copy of the Professional Services Agreement for Land Surveying Services for a 2 year renewal period. This is a non-exclusive agreement for Land Surveying services that will allow the Engineering Department to meet the requirement for surveying work that arises during project development and daily operations in the City.

This agreement renewal will be in effect until June 30 2015. There will be one more renewal period remaining for this agreement.

Please prepare a resolution for Council consideration, authorizing the City Manager to execute this agreement.

Res No. 3

April 23, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Amendment No. 3 to Agreement Between City of Watertown and GHD Consulting Engineers, LLC

On August 20, 2012, the City Council approved Amendment No. 1 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant. On January 2, 2013, the City Council approved Amendment No. 2.

GHD has now submitted Amendment No. 3 at the request of the City, which will add design of repairs to the Sludge Disposal Building to include the installation of an automatic Transfer Switch and address drainage around the Compost Pad. As stated in City Engineer Kurt Hauk's attached report, these documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

The cost of the additional services by GHD is \$25,700 which will bring the total contract amount to \$767,600. Attached is a resolution for Council consideration.

Also included in the agenda package is an amended Bond Ordinance for this project.

# RESOLUTION

Page 1 of 1

Approving Amendment No. 3 to Professional Services Agreement, GHD Consulting Engineers LLC

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

YEA	NAY

Total .....

***Introduced by***

WHEREAS on August 20, 2012, the City Council of the City of Watertown approved Amendment No. 1 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant, and

WHEREAS on January 2, 2013, the City Council of the City of Watertown approved Amendment No. 2 to Professional Services Agreement with GHD Consulting Engineers LLC, and

WHEREAS Amendment No. 3 results in an additional amount of \$25,700 to the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 3, a copy of which is attached and made part of this resolution, in the amount of \$25,700 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant, and

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

**Seconded by**



## AMENDMENT NO. 3

TO AGREEMENT BETWEEN  
CITY OF WATERTOWN, NEW YORK  
AND  
GHD CONSULTING ENGINEERS, LLC

WHEREAS, GHD Consulting Engineers, LLC (ENGINEER) and the City of Watertown, New York (OWNER) entered into an Agreement dated February 1, 2012 for Disinfection Improvements to the Watertown Wastewater Treatment Plant (Project); and

WHEREAS, the OWNER authorized ENGINEER to complete Additional Services in Amendment No. 1 on August 21, 2012; and

WHEREAS, the OWNER authorized ENGINEER to complete Additional Services in Amendment No. 2 on January 11, 2013; and

WHEREAS, the OWNER has requested ENGINEER to complete Additional Services related to select structural repairs, electrical transfer switch replacement and drainage modifications; and

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement as follows.

### SCOPE OF SERVICES

1. Sludge Disposal Building - Structural Floor Beam Repair Design, Bidding and Construction Administration:
  - a. Prepare background drawing for plan and details of Sludge Disposal Building floor beam repair. One (1) drawing sheet is anticipated.
  - b. Modify the concrete repair specification as needed to address the floor beam repair work.
2. New Sludge Disposal Building Automatic Transfer Switch (ATS) – Design, Bidding and Construction Administration:
  - a. Prepare background drawings for the demolition of the existing manual transfer switch (MTS) and relocation and replacement of the MTS with a new ATS in the existing Sludge Disposal Building Emergency Generator Room. Two (2) drawing sheets are anticipated.
  - b. Prepare a new ATS specification.
3. Compost Pad Drainage Modifications - Design, Bidding and Construction Administration for addition of a new catch basin and drainage piping from the existing compost pad to an existing plant drain manhole for the Ash Lagoon, located to the east.
  - a. Modify the current yard piping plan drawings.
  - b. Specify precast concrete catch basin.



**PROJECT COSTS**

Sludge Disposal Building Floor Beam Repair	\$ 8,800
New/Relocated ATS (Electrical)	\$13,600
Compost Pad Drainage Modification	<u>\$ 3,300</u>
<b>Total</b>	<b>\$25,700</b>

**AUTHORIZATION**

The return of one signed copy of this Amendment No. 3, together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 as of the last date entered below.

ENGINEER:

OWNER:

GHD CONSULTING ENGINEERS, LLC

CITY OF WATERTOWN, NEW YORK

By:   
Gerald C. Hook, P.E.

By: \_\_\_\_\_

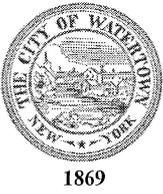
Title: President

Title: \_\_\_\_\_

Date: 4/17/13

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

BGM/dlr



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: January 2, 2013

TO: Sharon Addison, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Amendment #3: Wastewater Treatment Plant Outfall Disinfection System Design

Enclosed is Amendment #3 to the Wastewater Treatment Plant Agreement for the Disinfection System Design.

GHD has submitted Amendment #3 for the Disinfection System Design Agreement at the request of the City. This amendment will add design of repairs to the Sludge Disposal Building to include the installation of an Automatic Transfer Switch, and also address drainage around the Compost Pad.

These documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

The cost of the additional services is \$25,700 which would bring the total contract amount to \$767,600.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Agent  
Mike Sligar, Superintendent of Water  
Jim Mills, Comptroller  
Mark Crandall, Chief Operator STP  
File



April 18, 2013

Mr. Kurt W. Hauk, P.E.  
City Engineer  
City of Watertown  
245 Washington Street  
Room 305  
Watertown, NY 13601



Re: Amendment No. 3  
Watertown WPCP Disinfection Improvements  
City of Watertown, New York  
GHD No. 8614925.0

Dear Mr. Hauk:

Enclosed please find two original copies of Amendment No. 3 to our contract for the Watertown WPCP Disinfection Improvements Project. This Amendment is being provided at the request of the City to provide additional electrical, structural and site design and construction phase services for the relocation and installation of a new automatic transfer switch and repair of the damaged floor beam in the existing Sludge Disposal Building, as well as site drainage modifications to provide new storm sewers for the compost pad.

Please review the contents of this Amendment, have both original copies signed and return one signed original to our office.

If you have any questions regarding this Amendment, please do not hesitate to contact us.

Sincerely,

GHD CONSULTING ENGINEERS, LLC

Jason D. Greene, P.E.  
Project Manager

JDG/dlr

Enclosure

cc: Mark Crandall, City of Watertown (w/enc.)  
Michael Sligar, P.E., City of Watertown (w/enc.)  
Bruce Munn, P.E., GHD (w/out enc.)

Res No. 4

April 23, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Change Order No. 1 to Agreement for Fluoride Tank Replacement System, Continental Construction

The City Council accepted the bid for the Fluoride Feed Replacement System Tank on October 15, 2012, from Continental Construction.

Continental Construction has now submitted Change Order No. 1 to this Agreement for removal of materials not needed, which results in a deduction of \$2,500 in the original bid of \$73,195.00. This brings the total cost of the Agreement to \$70,695.00. Funding is provided from the Water Fund's Water Purification (F8330) operating budget for contracted services.

As stated in City Engineer Kurt Hauk's attached report, these documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

Attached for City Council consideration is a resolution approving Change Order No. 1 to the Agreement.

**RESOLUTION**

Page 1 of 1

Approving Change Order No. 1 to Agreement for Fluoride Tank Replacement System, Continental Construction

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

Total .....

YEA	NAY

***Introduced by***

\_\_\_\_\_

WHEREAS on October 15, 2012, the City Council of the City of Watertown approved the bid from Continental Construction for the Fluoride Feed Replacement System at the water Treatment Plant per our specifications, and

WHEREAS the Charge Order No. 1 to Agreement has been submitted to delete the materials allowance in the contract which was not needed to complete the work, and

WHEREAS Change Order No. 1 results in a deduction in the amount of \$2,500.00 to the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Change Order No. 1 to the Agreement between the City of Watertown and Continental Construction a deduction of \$2,500.00 for the removal materials not needed, a copy of which is attached and made a part of this resolution, and

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

**Seconded by**

# Change Order

No. 1

Date of Issuance: 04/24/2013

Effective Date: 04/24/2013

Project: Fluoride Feed System Replacement	Owner: City of Watertown	Owner's Contract No.: Contract No. 1
Contract: Contract No. 1 – General Construction		Date of Contract: 10/30/2012
Contractor: Continental Construction LLC		Engineer's Project No.: 2011-113

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

Description: This final over/under change order is to reduce the amount of Contract 1 by \$2,500.00, the amount remaining in the field allowance, and to change the substantial completion dates to April 1, 2013 and May 16, 2013 respectively.

**Attachments (list documents supporting change):** Final over/under spreadsheet dated April 24, 2013.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times:  Working days  Calendar days

\$ 73,195.00

Substantial completion (date): December 28, 2012

Ready for final payment (date): January 31, 2013

~~[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:~~

~~[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:~~

\$ NA

~~—Substantial completion (days): \_\_\_\_\_~~

~~—Ready for final payment (days): \_\_\_\_\_~~

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 73,195.00

Substantial completion (date): December 28, 2012

Ready for final payment (date): January 31, 2013

~~[Increase] [Decrease] of this Change Order:~~

[Increase] of this Change Order:

\$ 2,500.00

Substantial completion (date): April 1, 2013

Ready for final payment (date): May 16, 2013

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 70,695.00

Substantial completion (date): April 1, 2013

Ready for final payment (date): May 16, 2013

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Tom Catalano, P.E.

By: \_\_\_\_\_

By: \_\_\_\_\_

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: 4/24/2013

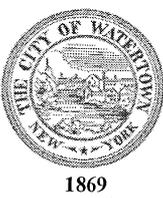
Date: \_\_\_\_\_

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

Approved by Funding Agency (if applicable): \_\_\_\_\_

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





CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 30 April, 2013

TO: Sharon Addison, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Change Order #1: WTP Fluoride Tank Replacement Project

Enclosed is Change Order #1 to the Fluoride Tank Replacement Project contract.

It is a deduct change order for the amount of \$2,500. This change order deletes the materials allowance in the contract which was not needed to complete the work.

These documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

The final contract amount is reduced to \$70,695.00 from \$73,195.00.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Agent  
Mike Sligar, Superintendent of Water  
Jim Mills, Comptroller  
Brian Gaffney, Chief Operator WTP  
File

Res No. 5

April 23, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Amendment No. 1 to Agreement for Professional Services for Fluoride Tank Replacement with Bernier, Carr & Associates

The City Council approved the Agreement for Professional Services for Fluoride Tank Replacement Project Agreement on January 17, 2012, for design work on the fluoride tank.

Bernier Carr & Associates have now submitted Amendment No. 1 to this Agreement for additional work required to meet the stipulations of the New York State Department of Health. The cost of the additional services is \$1,545.11 which would bring the total contract amount to \$14,045.11. Funding will be provided from the Water Fund's Water Purification (F8330) operating budget for contracted services.

As stated in City Engineer Kurt Hauk's attached report, these documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

Attached for City Council consideration is a resolution approving Amendment No. 1 to the Professional Services Agreement.

RESOLUTION

Page 1 of 1

Approving Amendment No. 1 to Agreement for Professional Services for Fluoride Tank Replacement, Bernier, Carr & Associates

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

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS on January 17, 2012, the City Council of the City of Watertown approved Agreement for Professional Services with Bernier, Carr & Associates for engineering services for the development of the plans and specifications for the Fluoride Tank Replacement, and

WHEREAS the Amendment No. 1 to Agreement for Professional Services with Bernier, Carr & Associates has been submitted which lists the scope of work to be provided, and

WHEREAS Amendment No. 1 results in an additional amount of \$1,545.11 to the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Amendment No. 1 to the Agreement for Professional Services between the City of Watertown and Bernier, Carr & Associates for an additional scope of work to be provided, a copy of which is attached and made a part of this resolution.

**Seconded by**

**BERNIER, CARR & ASSOCIATES**  
 Engineers, Architects, & Land Surveyors, P.C.  
 327 Mullin Street  
 Watertown, NY 13601  
 tel: (315) 782-8130  
 fax: (315) 782-7192

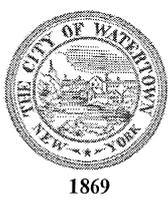


**City of Watertown, New York**  
 Engineering Dept. - 245 Washington Street  
 Watertown, New York 13601

Date: April 9, 2013  
 Client No. 2011-113  
 Invoice No. 13-261  
 P.O. No. 90148

Invoice for professional services rendered in regard to the WTP Fluoride Tank Replacement Project; through April 8, 2013.

<b>A. Basic Services</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Amount Due</b>
	\$ 12,500.00	100%	\$ 12,500.00
<b>B. Additional Services</b>			
Design of Temporary Fluoride Feed System			
Senior Principal (M.G. Lehman, P.E.)	1.0 hrs. \$ 160.00 /hr.	\$	160.00
Senior Engineer (T. Cataldo, P.E.)	5.0 hrs. \$ 120.00 /hr.	\$	600.00
Senior CAD Draftsperson	5.0 hrs. \$ 75.00 /hr.	\$	375.00
	<b>Subtotal (B)</b>		<b>\$ 1,135.00</b>
<b>C. Reimbursable Expenses</b>			
Printing/Mailing		\$	<b>410.11</b>
	<b>Total</b>		<b>\$ 14,045.11</b>
	Amount Previously Paid		\$ 12,500.00
	Amount Previously Invoiced and Unpaid (Invoice No. 12-823; dated 9/19/12)		\$ 209.30
	Amount Previously Invoiced and Unpaid (Invoice No. 12-994; dated 11/19/12)		\$ 693.77
	<b>Amount Due This Invoice</b>		<b>\$ 642.04</b>
<b>Total Amount Due</b>			<b>\$ 1,545.11</b>



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 30 April, 2013

TO: Sharon Addison, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Amendment #1: WTP Fluoride Tank Replacement Project

Enclosed is Amendment #1 to the Fluoride Tank Replacement Project Agreement.

During the approval process additional work was required to meet the stipulations of the DOH. A temporary system was required during the construction which was not part of the original scope of work.

These documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

The cost of the additional services is \$1,545.11 which would bring to total contract amount to \$14,045.11.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Agent  
Mike Sligar, Superintendent of Water  
Jim Mills, Comptroller  
Brian Gaffney, Chief Operator WTP  
File

Res No. 6

April 25, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Amending the Management/Management Confidential Pay Schedule to Reflect New Salary for Chief Waste Water Treatment Plant Operator

Attached for City Council consideration is a resolution that establishes the salary for the Chief Wastewater Treatment Plant Operator at \$67,650. Mr. Mark Crandall was appointed on a provisional basis by the previous City Manager with the understanding that upon successfully passing the Civil Service exam, he would receive an additional \$2,000.00 in pay. Mr. Crandall was permanently appointed on December 18, 2012.

# RESOLUTION

Page 1 of 1

Amendment No. 88 to the Management  
And Management Confidential Pay Plan

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

***Introduced by***

---

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York hereby approves Amendment No. 88 to the Management and Management Confidential Pay Plan, retroactive to December 18, 2012, as follows:

<u>Position</u>	<u>Salary</u>
Chief Waste Water Treatment Plant Operator	\$67,650

**Seconded by**

Res No. 7

April 24, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bid for Fire Department Pagers,  
Leavitt Communications

The City Purchasing Department has advertised and received sealed bids for sixty (60) new Motorola Minitor V pagers per our specifications.

Bid specifications were requested by ten (10) vendors. Six (6) sealed bids were received and publically opened on Wednesday, April 24, 2013 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the City Fire Department, and it is their recommendation that the City accept the bid from Leavitt Communications as the lowest qualifying bidder meeting our specifications in the amount of \$20,730.00. The bids received are outlined in Ms. Pastuf's attached report.

Funding for the pagers was awarded through the FEMA Assistance to Fire Fighters Grant Program. A resolution for Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for Fire Department Pagers,  
Leavitt Communications

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

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

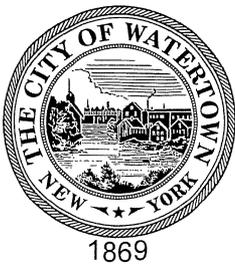
WHEREAS the City Purchasing Department has advertised and received sealed bids for the sixty (60) new Motorola Minitor V pagers, per our specifications, and

WHEREAS bid were requested by ten (10) vendors, with six (6) sealed bids received and publicly opened and read in the City Purchasing Department on Wednesday, April 24, 2013, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the City Fire Department, it is their recommendation that the City Council accept the bid submitted by Leavitt Communications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Leavitt Communications as the lowest qualifying bidder meeting our specifications in the amount of \$20,730.00

**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 2013-03 – Fire Department Pagers  
**DATE:** 4/24/2013

---

The City's Purchasing Department advertised in the Watertown Daily Times on March 30, 2013 calling for sealed bids for sixty (60) new Motorola Minitor V pagers as per City specifications. The funding for the pagers was awarded through the FEMA Assistance to Fire Fighters Grant Program. Bid Specifications were requested by ten (10) vendors. Six (6) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Wednesday, April 24, 2013 at 11:00 am, local time. The bid tally is provided below.

Description	Qty.	Continental Wireless, Inc.	Eagle Radio Technologies	Holzberg Communications	Leavitt Communications	State Communications	Wells Communication
		Dallas, TX	Jamestown, NY	Totowa, NJ	Paradise Valley, AZ	Whitestone, NY	Watertown, NY
Motorola Minitor V Model A03KMS7239-A	60	\$20,968.20	\$21,240.00	\$23,160.00	\$20,730.00	\$23,370.00	\$21,747.60

The bids were reviewed by the City Fire Department and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the bid proposal from Leavitt Communications for 60 units at \$345.50 each for a bid total of \$20,730.00.

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

Res No. 8

May 1, 2013

To: The Honorable Mayor and City Council

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

Subject: Adopting Revised Guidelines and Administrative Procedures for the Rental Rehabilitation Program

On January 22, 2013, the City Council approved the Agreement with New York State Housing Trust Fund Corporation for the 2012 Small Cities Community Development Block Grant. This grant will provide funds to continue the city-wide rental rehabilitation program with priority given to upper floors in the downtown area. This program was started with the 2008, 2009 and 2011 grants. Guidelines and Administrative Procedures were adopted for it on January 20, 2009 and revised on December 21, 2009, and April 16, 2012.

The most significant change this year is in Section 5, which details the financing that will be available for rental rehabilitation activities and for redevelopment projects. The financing limits have been increased to \$25,000 per unit for rental rehabilitation activities, and \$35,000 per unit for redevelopment projects. This is an increase of \$5,000 for each type of activity. Other revisions have been made in guidelines and forms, but they are mostly editorial changes that are intended to make the rules of the program clearer or improve the processing of applications.

A copy of the Revised Guidelines and Administrative Procedures can be viewed in the on-line agenda.

A resolution has been prepared for City Council consideration that adopts the revised Guidelines and Administrative Procedures for the City's rental rehabilitation program.

# RESOLUTION

Page 1 of 1

Adopting Revised Guidelines and Administrative Procedures for the Rental Rehabilitation Program

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

Total .....

YEA	NAY

***Introduced by***

---

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

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

WHEREAS local Guidelines and Administrative Procedures were adopted by the City Council on January 20, 2009 when initial funding was received for this program, and revisions were approved by the City Council on December 21, 2009, and April 16, 2012, and

WHEREAS revisions have been made to the Guidelines and Administrative Procedures for the additional funding that was awarded by OCR in 2012,

NOW THEREFORE BE IT RESOLVED that the revisions to the Guidelines and Administrative Procedures for the City of Watertown's Rental Rehabilitation Program are hereby adopted and shall become effective immediately for all rental rehabilitation activities conducted with Small Cities Community Development Block Grant funding in the City of Watertown.

**Seconded by**

**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**GUIDELINES**

**AND**

**ADMINISTRATIVE PROCEDURES**

ADOPTED BY THE CITY COUNCIL

January 20, 2009

\* Revised December 21, 2009 \*

\*\* Revised April 16, 2012 \*\*

\*\*\* Revised May 6, 2013 \*\*\*

JEFFREY E. GRAHAM  
MAYOR

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

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

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\* Revisions approved by the City Council December 21, 2009  
 \*\* Revisions approved by the City Council April 16, 2012  
 \*\*\* Revisions approved by the City Council May 6, 2013

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

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\* Revisions approved by the City Council December 21, 2009

\*\* Revisions approved by the City Council April 16, 2012

\*\*\* Revisions approved by the City Council May 6, 2013

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

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# **CITY OF WATERTOWN**

## **RENTAL REHABILITATION PROGRAM**

### **PROGRAM GUIDELINES**

#### **1.0 GENERAL PROVISIONS**

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

The purpose of this program is to expand and preserve the supply of affordable housing in Watertown by promoting rehabilitation of existing substandard apartments throughout the city. When that is accomplished with federal assistance, the rehabilitated apartments must be reserved for occupancy by Low and Moderate income households; and those apartments will be protected from the market pressure that is created by the recent expansion at nearby Fort Drum.

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

Financial assistance will be available to help qualified applicants pay the cost of eligible improvements that are completed under this program. Federal funding will be used to provide grant and loan financing for improvements in absentee-owned rental properties. Grants will not be repaid if the property owner complies with all program requirements during a prescribed regulatory period after all work is completed. Loans will be repaid in monthly installments to the city. Other restrictions, including sale and rent limitations, will also apply during the regulatory period.

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

The entire City of Watertown has been designated as the project area for this program; and applications will be accepted for rehabilitation of existing rental apartments that are located anywhere in the city. However, priority for assistance will be given to properties in the downtown area where significant investment has been made in the existing public facilities and additional financing may be available to support larger projects in mixed-use properties with rental apartments on the upper floors of commercial buildings.

### 1.3 **Organization and Authority**

The Rental Rehabilitation Program has been organized to assure that available federal and state funds are used in a cost-effective manner to accomplish the objectives of the program within the guidelines and procedures established by the City of Watertown 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 Rental Rehabilitation Program and agreed to comply with all rules and regulations that are imposed by the U.S. Department of Housing & Urban Development and/or the NYS Office of Community Renewal. Specific responsibility and authority for administration of the program has been delegated in these guidelines; but the city retains overall responsibility for the program, including the actions of individual employees and consultants who may be involved in these activities. All questions or decisions for which authority has not been specifically delegated in these guidelines must be referred to the City Council for official action.

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

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

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

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

All financial assistance and any modification of the CDBG financing (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 Administrator.

**c. Program Administrator**

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

**i. Control of the Work:**

The Program Administrator 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 Administrator 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 Administrator.

**ii. Funding Decisions:**

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

**iii. Payments:**

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

## 2.0 DEFINITIONS \*\*\*

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

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

- i. **Historic Preservation Standards** - guidelines for rehabilitation of historic properties based on "The Secretary of the Interior's Standards for Rehabilitation" (see APPENDIX E).
- j. **Household Income** - the total annual income for all members of the household (including salary or wages, interest, dividends, alimony, social security, pensions, annuities, unemployment or disability benefits, net business or rental income, etc.).
- k. **HUD** - the U.S. Department of Housing and Urban Development, the federal agency providing funding for this program.
- l. \*\*\* **Income Limits** - the maximum Household Income that qualifies for assistance under this program (see APPENDIX A). Income Limits are adjusted by family size within the following categories:
  - (1) **Low Income** - Household Income that is not more than 50% of the statewide non-metropolitan median.
  - (2) **Moderate Income** - Household Income that is more than 50% but not more than 80% of the statewide non-metropolitan median.
- m. **Lead-Based Paint Regulations** - the rules established by HUD and published in the Code of Federal Regulations at 24 CFR Part 35 detailing special procedures to eliminate lead-based paint hazards in housing where federal funds are used to pay for rehabilitation activities (see APPENDIX B).
- n. **Minimum Owner Contribution** - funds that must be contributed by the applicant to cover any Excess Cost, as defined in this section.
- o. **Mixed-Use Property** - a building with business(es) and residential unit(s).
- p. **Model Rehabilitation Standards** - standards for rehabilitation produced by the National Center for Healthy Housing to eliminate neighborhood blight while providing lower income families with safe, secure and affordable homes (see APPENDIX C).
- q. **NYMS** - the New York Main Street program administered by the NYS Office of Community Renewal. NYMS funding may be available for projects that involve creation of new apartments on the upper floors of commercial buildings in the downtown area.
- r. **Program Administrator** - the individual or organization who has been authorized by the city to handle administration of the Rental Rehabilitation Program and provide technical assistance to eligible property owners who will be assisted under the program.

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

### **3.0 ELIGIBILITY FOR ASSISTANCE**

#### **3.1 General Eligibility**

Assistance is available under this program for eligible improvements in any substandard Rental Property located in the City of Watertown. All applications for assistance must be filed by the property owner with the following documentation:

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

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

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

CDBG financing is available to help pay the cost of eligible improvements in substandard rental apartments that are occupied by households who qualify as Low or Moderate Income (see Income Limits in APPENDIX A).

Vacant apartments are eligible for assistance if the property owner agrees to rent those apartments to households that qualify as Low or Moderate Income with rents that do not exceed the limits for existing apartments under the HUD Section 8 Housing Choice Voucher Program.

Financial assistance cannot be provided for improvements in apartments that are occupied by households that are not Low or Moderate Income.

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

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

## 4.0 ELIGIBLE IMPROVEMENTS

### 4.1 Priority 1: Health and Safety Improvements \*

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

- a. **Code Compliance** - any work items required to comply with the New York State Uniform Fire Prevention Code, the New York State Building Code and all local codes for existing construction.
- b. **Model Rehabilitation Standards** - any work items required to comply with the model standards produced by the National Center for Healthy Housing as detailed in APPENDIX C of these guidelines.
- c. **Plumbing Systems** - any work items required to comply with the New York State Uniform Fire Prevention and Building Codes.
- d. **Electrical Wiring** - any work items required to comply with the model standards produced by the National Center for Healthy Housing as detailed in APPENDIX C of these guidelines.
- e. **Heating Systems** - installation or upgrading of heating systems to maintain a temperature of 68° F. (75° F. for Elderly).
- f. \* **Structural** - repair or replacement of any defective structural elements, including porches, foundations, support columns, bearing walls, 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** - appropriate treatment of lead-based paint hazards to comply with HUD regulations at 24 CFR Part 35.
- j. \* **Radon Gas** - work required to eliminate hazardous concentrations of radon gas in the structure.
- k. **Warning Systems** - all residential units must be equipped with adequate smoke detectors and carbon monoxide detectors.

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

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

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

The Weatherization Program in Watertown is administered by the Community Action Planning Council of Jefferson County (CAPC). That agency will accept referrals and place them 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:**

The EmPower New York<sup>SM</sup> program is administered by private contractors with funding through the New York State Energy Research and Development Authority (NYSERDA) under an agreement with the Public Service Commission. Those contractors can provide energy-related services and improvements at no cost for income-qualified households, including attic and/or wall insulation, draft reduction measures, replacement of old inefficient appliances, installation of high-efficiency lighting and tips on how to save energy.

### **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 Program, staff from CAPC will perform an energy audit using the TIPS protocol detailed in Chapter 5 of the Weatherization Assistance Program Policies and Procedures Manual (see APPENDIX D). The EmPower contractor may use the results of that energy audit or perform his own tests to identify energy related improvements that are needed in the property.

### 4.3 Priority 3: Other Necessary Improvements

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

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

#### 4.4 **Applicable Standards \*\*\***

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

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

#### 4.5 **Ineligible Improvements \***

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

- a. Replacement of any building systems, fixtures or equipment that are determined by the Program Administrator to be adequate.
- b. Expansion of or addition to existing structures (including expansion into non-living space) unless required to eliminate overcrowding.
- c. \* Subdivision of existing space into additional dwelling units, except for new apartments to be created on the upper floors of commercial buildings in the downtown area.

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

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

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

## 5.0 FINANCIAL ASSISTANCE \*

CDBG financing will be available to support the creation of new apartments in the downtown area and to help pay the cost of eligible improvements in existing rental apartments that have been identified as substandard. A portion of this financing will be provided as a grant, which will not be repaid as long as the property owner complies with all of the requirements of the program during a prescribed regulatory period. The balance will be available as a loan to be repaid in monthly installments over the term of that regulatory period.

Applications will be considered when all of the required eligibility documentation is provided. However, preference will be given to projects that involve creation of new apartments on the upper floors of commercial buildings in the downtown area. Rehabilitation projects will be selected for assistance based on criteria that gives priority to those applicants with the greatest need.

CDBG financing may not be provided for improvements in apartments that are occupied by households that are not Low or Moderate Income or the non-residential portions of eligible properties, including garages, storage sheds or other outbuildings. 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 ineligible work will be Excess Cost which is included in the Minimum Owner Contribution required by Section 5.2 of these guidelines.

### 5.1 Grant and Loan Financing \*

CDBG funds will be advanced during the course of each project to cover progress payments to the contractor who is completing the work on the property. If an owner contribution is required, those funds must be delivered to the city before the contractor is allowed to begin working; and the owner's funds will be used first before any CDBG funds are advanced for that project. If the project financing includes HOME or NYMS funds, the CDBG funds may be advanced for progress payments before those other public funds are used; and in all cases, the CDBG loan funds will be disbursed before grant funds are used for the project.

- a. **Repayment** - the CDBG loan will be repaid to the city in monthly installments beginning 30 days after all rehabilitation improvements are completed.
- b. **Security** - the property owner will sign a note and mortgage to secure repayment of the CDBG loan and assure that all other program requirements will be satisfied. Those documents will be recorded in the office of the Jefferson County Clerk creating a lien on the property that will be released at the end of the applicable regulatory period if the CDBG loan has been repaid in full.

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

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

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

### a. **CDBG Loan Terms \*\***

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

### b. **Minimum Owner Contribution**

The property owner may be required to contribute cash to the project to pay for any Excess Cost, including:

- i. the cost of ineligible improvements, which may not be paid with CDBG grant or loan funds;
- ii. the cost of improvements in the non-residential portions of eligible properties, incl: garages, sheds or other outbuildings;
- iii. the cost of required improvements in apartments occupied by households that are not Low or Moderate Income; and
- iv. the extra cost incurred when the property owner does not select the contractor who submitted the lowest proposal.

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

### 5.3 **Financing for Development of New Rental Apartments \*\*\***

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

#### **a. CDBG Loan Terms \*\***

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

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

#### **5.4 Selection Criteria \*\*\***

Properties that are located in the downtown area will get first priority for assistance under this program. Other properties will be considered for rehabilitation assistance when all eligibility documentation has been provided; and preference will be given to those cases where special needs are demonstrated, as follows:

- a. \*\*\* Properties with tenants who qualify as Low Income (those with Household Income below 50% of median) will be given preference over those who are Moderate Income (51%-80% of median).
- b. Properties with renters whose Household Income is fixed (eg: social security, retirement, disability) will be given preference over those with income that could increase in the future.
- c. Preference may be given to properties where emergency repairs are needed to eliminate serious 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.

#### **5.5 Imminent Threat Situations**

If unforeseen circumstances occur after rehabilitation work has commenced that are hazardous to the health or safety of the occupants or threatening to the structure, an increase in the CDBG financing may be authorized by the City Manager on the recommendation of the Program Administrator. In those cases, the CDBG financing may exceed the limits established in Section 5.2 or Section 5.3 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 special circumstances that justify this action.

## 6.0 SPECIAL CONDITIONS

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

### 6.1 Property Taxes

Before any assistance is approved under this program, all property taxes and other local charges (eg: water & sewer) must be paid for 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 Limitation \*\*\*

For all properties where assistance is approved under this program, applicants must agree not to sell their property during a regulatory period that begins when all construction work is completed and continues for the term of the CDBG loan or the prescribed regulatory period (whichever is shorter). The regulatory period will not be less than five years for rehabilitation of rental properties; it will be ten years for projects that involve creation of new apartments on the upper floors of downtown commercial buildings. If the property is sold during the applicable regulatory period, the seller must immediately repay the outstanding balance of the CDBG loan plus a portion of the CDBG grant, as follows:

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

#### **6.4 Rent Limitation \*\*\***

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

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

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

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

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

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

#### **6.5 Other Federal or State Assistance \***

[Section Deleted]

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**  
**ADMINISTRATIVE PROCEDURES**

**7.0 APPLICATION PROCESSING**

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

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

## **8.0 VERIFICATION OF ELIGIBILITY**

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

### **8.1 Ownership**

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

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

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

### **8.2 Income \***

The Program Administrator must verify the current annual Household Income of each tenant to determine eligibility for CDBG 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**

Copies of current payroll stubs, statements from employers or other documentation as required to project the current annual income for each adult member of the household.

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

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

**c. Pensions**

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

**d. Unemployment or Disability**

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

**e. Personal Assets**

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

**f. Income from Real Estate**

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

**g. Business Income**

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

**h. Other Income**

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

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

### 8.3 Insurance and Taxes \*\*\*

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

**a. Hazard Insurance**

A copy of the current insurance binder must be maintained in the Project File. The Program Administrator 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 bills for real estate taxes (including city, county and school taxes) stamped to show receipt of payment for any installments that are due before the date that funding is considered by the Project Review Committee. As an alternative, the Program Administrator may accept a written statement from each jurisdiction to document current payment of all taxes.

**d. Water and Sewer Charges**

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

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

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

### **9.1 Property Inspection**

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

### **9.2 Work Writeup**

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

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

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

### 9.3 Energy Audits \*

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

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

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

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

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

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

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

It might not be possible to obtain an energy audit within a reasonable period of time from the Weatherization Program or private sources. In that case, the Program Administrator 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 Rental Rehabilitation Program but are not funded under the Weatherization Program or EmPower New York will be included in the Work Writeup prepared by the Program Administrator.

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

Federal regulations at 24 CFR Part 35 require that special procedures be used for rehabilitation work on properties built before 1978. If that work is financed with federal funds, painted surfaces must be tested to determine whether lead-based paint is present (or lead-based paint may be presumed without testing); 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” inspector to assure that no dust is present that is contaminated with lead-based paint.

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

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

## 9.5 Green Rehabilitation Practices \*

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

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

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

## **9.6 Solicitation of Proposals**

The Program Administrator will meet with the property owner and review all materials prepared to solicit proposals for work on the property, including an analysis of the grant and loan assistance that might be available based on the proposed scope of work and cost estimate. If these details are acceptable to the property owner, the Program Administrator 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 Administrator.

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

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

## **9.7 Selection of Contractor**

The property owner may select any qualified contractor who submits an acceptable proposal for the activities detailed in the Work Writeup. However, it should be understood that the grant and loan assistance will be calculated on the basis of the lowest acceptable proposal received from all qualified contractors in this process. If another proposal is accepted, the property owner will be required to pay the difference between the amount of the accepted proposal and the lowest acceptable proposal received. 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 Administrator 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 Administrator will assemble a Project File for review by the Project Review Committee. The contents of that file are detailed below.

### **10.1 Application For Assistance**

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

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

### **10.2 Project Agreement**

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

### **10.3 Note and Mortgage \*\*\***

A Note and Mortgage will be required to secure repayment of the CDBG loan financing and to assure compliance with the sale and rent limitations detailed in Section 6 of these guidelines. Those documents will be recorded in the County Clerk's office.

## **11.0 CONSTRUCTION CONTRACT**

Following approval of the grant and loan by the Project Review Committee, the Program Administrator 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 Administrator for deposit in a special escrow account to be controlled by the city. Those funds will be used for payments to the contractor before any grant or loan funds are advanced.

### **11.2 Subcontractor Approval**

Subcontractors must submit Contractor Qualifications (Form 117) and proof of insurance and be approved by the Program Administrator 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 Administrator with a list of materials and equipment required for that work and the estimated cost to be incurred. The Program Administrator 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 Administrator, contractor and property owner. The construction contract may be signed after all parties have reviewed the scope of work and contract provisions.

### **11.5 Notice to Proceed**

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

## **12.0 INSPECTION AND PAYMENTS**

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

When each phase of the construction work is completed and the property owner is satisfied with the work, payment will be made from the escrow account (owner contribution) or from grant and loan funds that have been approved for each project. The Program Administrator 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 Administrator 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 Administrator 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 Administrator before any payment is approved by the city.

### **12.3 Payments**

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

Ten percent of each progress payment will be withheld until all work is satisfactorily completed; and this withheld amount will be included in the final payment. Progress payments may be considered only for work that is completed in place - there will be no payment for materials stored on site or 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 grant or loan funds are used. After approval of each payment by the Community Development Office, a check will be made out to both the property owner and contractor and must be endorsed by the property owner prior to release to the contractor.

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

### **12.4 Pre-Payments**

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

### **12.5 Self-Help**

The Program Administrator 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 Administrator and the property owner for each payment.

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

## **12.6 Change Orders**

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

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

## **12.7 Final Payment**

A request for final payment will be considered only after all work included in the construction contract has been completed to the satisfaction of the property owner. A final inspection will be conducted with the property owner and the contractor; and an Inspection Report (Form 111) will be prepared documenting the status of all activities. The Program Administrator 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 Administrator 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 Administrator 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.

APPENDIX A



**City of Watertown**  
**Rental Rehabilitation Program**

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

### HOUSEHOLD INCOME LIMITS FOR CDBG FINANCING ELIGIBILITY

Applicable to non-metropolitan areas in New York State

(Effective December 11, 2012)

<u>Family Size</u>	<u>80% of Median</u>	<u>50% of Median</u>
1 Person	\$33,450	\$20,200
2 Person	\$38,200	\$23,100
3 Person	\$43,000	\$26,000
4 Person	\$47,750	\$28,850
5 Person	\$51,600	\$31,200
6 Person	\$55,400	\$33,500
7 Person	\$59,250	\$35,800
8 Person	\$63,050	\$38,100

Income Limits for Households larger than Eight Persons are determined by adding \$3,800 (80% of Median) or \$2,300 (60% 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 for the Section 8 Rental Assistance Program.

Source: HUD NOTICE PDR-2013-02 dated December 11, 2012

From: Carol J. Galante  
Acting Federal Housing Commissioner

Re: Fiscal Year 2013 Income Limits  
for Public Housing and Section 8 Programs

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

### HUD SECTION 8 EXISTING HOUSING FAIR MARKET RENTS

#### RENT LIMITS FOR APARTMENTS WITH CDBG ASSISTANCE

Applicable to Jefferson County in New York State

(Effective October 1, 2012)

<u>Unit Size</u>	<u>Fair Market Rent</u>
0 Bedroom . . . . .	\$700 / month
1 Bedroom . . . . .	\$806 / month
2 Bedroom . . . . .	\$1,048 / month
3 Bedroom . . . . .	\$1,332 / month
4 Bedroom . . . . .	\$1,504 / month

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

For apartments with more than 4 bedrooms, the Rent Limits are calculated by adding 15% to the 4 bedroom Rent Limit for each extra bedroom.

Source: Federal Register, Volume 77, Number 194, October 5, 2012

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

### Original Forms

(5/6/2013)

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The City of Watertown acknowledges and understands that these forms are and shall remain the sole property of Avalon Associates, Inc. for the exclusive use of that company while administering the local Rental Rehabilitation Program under contract to the city. Any other use of these forms without the express written consent of Avalon Associates is illegal and unauthorized and subject to liquidated damages of \$5,000 per violation.

**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**PROJECT FILE CHECKLIST**

Project Location:		Case No:
Property Owner:		
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 notifications signed by property owner and tenants	
	Lead-based paint brochures and information materials delivered to property owner and tenants	
	Radon gas information materials delivered to property owner	
	Radon test kit retrieved from property and mailed to testing laboratory	
	Inspection Report completed (HUD Form 52580 in project file)	(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)
	CDBG financing approved by Project Review Committee	(Form 106)
	Notification of Rent Limitations distributed to tenant(s)	
	Project Agreement executed	(Form 107)
	Note & Mortgage signed by property owner (hold in file until work is completed)	
	Owner contribution deposited in escrow account	
	Construction Contract executed	(Form 108)
	Subcontractor(s) approved by property owner	(Form 109)
	Contractor / subcontractor Certification of Compliance with 24 CFR Part 35 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-P)
	Progress Inspection and Payment Authorization	(Form 111, 112-P)
	Change Order and funding adjustment	(Form 113)
	Final Inspection and Payment Authorization	(Form 111, 112-F)
	Release of Liens and Warranty signed by contractor	(Form 114)
	Certificate of Completion signed by property owner	(Form 115)
	Sale and Rent Limitation signed by property owner	(Form 115)
	Lead clearance achieved (results in project file; copy to property owner)	
	Final Payment to contractor	
	Disposition of Funds Report to property owner	(Form 116)
	Note & Mortgage recorded in County Clerk's office	

**CITY OF WATERTOWN  
RENTAL REHABILITATION 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

## RENTAL REHABILITATION PROGRAM

### PROGRAM OUTLINE

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

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

Financial assistance will be available to qualified applicants to help pay the cost of eligible improvements that are completed under this program. Half of that financing will be in the form of grants that will not be repaid as long as you comply with all program guidelines. Low interest loans will be available to help pay the owner's share of the improvement cost if needed.

Assistance will be available for absentee-owned rental properties located anywhere in the city with tenants who qualify as low or moderate income (household income below 80% of the median); but preference will be given to commercial properties in the downtown area. You can get on the list for assistance by filing the attached Preapplication with Neighbors of Watertown. The following materials must also be submitted to document 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 other local service charges (water & sewer) for all properties owned by the applicant in Watertown.
- Proof of insurance for the property (homeowner's policy).

The Program Administrator 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.

**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**PREAPPLICATION**

<b>APPLICANT INFORMATION</b>		Date:	Case No:
Name:		Phone:	
Address:			
<b>PROPERTY INFORMATION</b>			
Address:			
Number of Housing Units:		Occupied:	Vacant:
Section/Block/Lot No:		Current Assessment:	
Equalization Rate:		Calculated Full Value:	
<b>TENANT INFORMATION</b>			
List the names of all tenants who occupy apartments in this property and provide documentation of tenant eligibility for each household. Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Name:	Apt. No:	Phone:	
Name:	Apt. No:	Phone:	
Name:	Apt. No:	Phone:	
Name:	Apt. No:	Phone:	
Name:	Apt. No:	Phone:	
Name:	Apt. No:	Phone:	
Name:	Apt. No:	Phone:	
<b>CURRENT MORTGAGE FINANCING</b>			
The financing that is available under this program will include a loan that will be secured by a lien on this property. Please list all current mortgage loans that are secured by this property.			
Bank:		Amount:	
Bank:		Amount:	
Bank:		Amount:	
This Preapplication is being submitted to establish eligibility for assistance under the Rental Rehabilitation Program in Watertown. I understand that additional documentation will be required and give permission for representatives of the city to contact the tenants listed above to verify this information.		Signed:  _____	

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

### TENANT ELIGIBILITY

<b>TENANT INFORMATION</b>	Date:	Case No:
Name:	Phone:	Family Size:
Address:	Apartment #:	# of Bedrooms:
<b>HOUSEHOLD INFORMATION</b>		
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.		
<b>Ethnicity:</b> (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Race:</b> (select one or more) <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or other Pacific Islander	
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. <span style="float: right;">Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO</span>		
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? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>		
Age:		EBL:
Age:		EBL:
Age:		EBL:
<b>HOUSING EXPENSE INFORMATION</b>		
List your current rent and your best estimate of what you pay for utilities in this apartment:		
Rent	\$ / month	\$ / year
Heat (Gas/Oil/Wood/Electric/Other)	\$ / month	\$ / year
Power & Lights (National Grid bills)	\$ / month	\$ / year
Water & Sewer (if you pay for this service)	\$ / month	\$ / year
Total Rent & Utilities Paid by Tenant	\$ / month	\$ / year
This information is being submitted to support an application for assistance under the Rental Rehabilitation 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  
RENTAL REHABILITATION PROGRAM**

**INCOME CERTIFICATION**

Name:	Case No:
Address:	Phone:

This form (including schedules on Page 2) must be completed by each adult (age 18 or older) in any household applying for assistance under the Rental Rehabilitation 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)	\$		\$
<b>Totals</b>	\$		\$

**CERTIFICATION**

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

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

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

**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**INSPECTION REPORT**

Project Location:	Case No:
Property Owner:	Date:
Address:	Inspector:
<b><i>PRIORITY 1 - HEALTH &amp; SAFETY (Code Compliance)</i></b> <span style="float: right;"><i>(Cost Estimate)</i></span>	
<b><i>PRIORITY 2 - ENERGY CONSERVATION &amp; WEATHERIZATION</i></b> <span style="float: right;"><i>(Cost Estimate)</i></span>	
<b><i>PRIORITY 3 - OTHER NECESSARY IMPROVEMENTS</i></b> <span style="float: right;"><i>(Cost Estimate)</i></span>	

# Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(Exp. 8/31/2007)

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

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

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

### A. General Information

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

### B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

### Inspection Checklist

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

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

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

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

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

Item No.	6. Building Exterior	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

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

**C. Special Amenities (Optional)**

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

**1. Living Room**

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

**2. Kitchen**

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

**3. Other Rooms Used for Living**

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

**4. Bath**

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

**5. Overall Characteristics**

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

**6. Disabled Accessibility**

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

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

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

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

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

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

Continued on additional page  Yes  No

Previous editions are obsolete

**CITY OF WATERTOWN  
RENTAL REHABILITATION 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 City 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. Keeping those areas clear of paint chips, dust and dirt is easy and very important.
- (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. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These 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 EPA brochure entitled "Protect Your Family From Lead In Your Home" (EPA747-K-99-001). I understand the danger of lead-based paint and agree to work with the city of Watertown to identify any lead-based paint hazards in my property.

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

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

**CITY OF WATERTOWN  
RENTAL REHABILITATION 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 City 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. Keeping those areas clear of paint chips, dust and dirt is easy and very important.
- (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. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These 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 EPA brochure entitled "Protect Your Family From Lead In Your Home" (EPA747-K-99-001). I understand the danger of lead-based paint and agree to work with the city of Watertown to identify any lead-based paint hazards in my apartment.

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

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

**CITY OF WATERTOWN  
RENTAL REHABILITATION 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. 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> <p>Property Owner: _____ Date: _____ _____ Phone: _____</p>	

# CITY OF WATERTOWN

## RENTAL REHABILITATION PROGRAM

### GENERAL CONDITIONS

Contractors will be considered for participation in this program based on their capabilities and experience as detailed in a statement of Contractor Qualifications (Form 117), which must be submitted to the Program Administrator for review. The Program Administrator may request additional information and may contact references or visit prior jobs 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 owner is primary and covers both direct and vicarious liability.

The contractor shall indemnify and hold harmless the property owner, the City of Watertown, 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 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 property owner may eliminate any item of work from this project before selecting a contractor. The property owner may select any contractor for this project provided the contractor qualifies for participation in the Rental Rehabilitation Program.

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 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 the work included in this project may be subcontracted without the written permission of the property owner subject to approval by the Program Administrator for participation in the Rental Rehabilitation 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 Administrator 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

## RENTAL REHABILITATION PROGRAM

### LEAD-SAFE WORK PRACTICES

All rehabilitation activities that are completed under the Rental Rehabilitation Program must comply with the lead-based paint rules established by the U.S. Department of Housing and Urban Development and published in the federal register at 24 CFR Part 35. 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 of Watertown 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**  
**RENTAL REHABILITATION PROGRAM**

**CONTRACTOR PROPOSAL**

Project Location:		Case No:
Property Owner:		
Address:		
Item #	Description	Price
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL PRICE FOR ALL ITEMS IN WORK WRITE-UP</b>		\$
<p>The prices listed above include the cost of materials, labor, permits and all other expenses required to complete each Item as detailed in the Work Writeup. I understand that the owner may eliminate any of these items from the scope of work to be done on this project.</p> <p>Contractor: _____ Date: _____</p> <p>Signature: _____ Title: _____</p>		

**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**PROPOSAL TABULATION**

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





**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**  
**APPLICATION FOR ASSISTANCE**

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

## GRANT AND LOAN RECOMMENDATION

Review of this application and all supporting documents indicates that the applicant meets the requirements of the Rental Rehabilitation Program and is eligible for the grant and loan assistance detailed above. The applicant has selected a qualified contractor to complete all improvements to the subject property (except items to be completed by the self-help method) and has agreed to the owner contribution listed above. I therefore recommend that the CDBG grant and loan assistance requested in this application be approved.

Recommended: \_\_\_\_\_ Date: \_\_\_\_\_  
Program Administrator

## REVIEW CHECKLIST

	The property is a residential property located in the City of Watertown.
	The project file includes proof of ownership.
	The project file includes proof of income for each household.
	The project file includes proof of payment of taxes, water & sewer charges for all properties owned by the applicant in the City of Watertown.
	The project file includes proof of adequate hazard insurance.
	Lead-based paint notifications have been given to the property owner and tenant(s).
	Lead-based paint brochures have been given to the property owner and tenant(s).
	The project file includes a lead-based paint risk assessment.
	The project file includes an energy audit.
	The project file includes the results of a radon gas test conducted in the property
	The project file includes the Inspection Report
	The project file includes the 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 CDBG financing is calculated separately for each housing unit (see Attachment).
	The owner contribution includes the contract adjustment (see Attachment).
	The owner contribution includes the cost of all ineligible work (see Attachment).

## DECISION

After review of the project file and the recommendation of the Program Administrator, the requested grant and loan assistance is approved, subject to execution of the Project Agreement (Form 107), execution of a Construction Contract (Form 108) for the proposed improvements and receipt by the city of any required owner contribution.

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

**GRANT AND LOAN COMPUTATIONS**

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

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**

**TENANT NOTIFICATION OF RENT LIMITATIONS**

Project Location:		Date:
Property Owner:		
Tenant:		Apt. No:
<b>CURRENT HOUSING EXPENSES</b>		
Current Rent	\$ /month	
Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Cooking (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Other Electric	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Water Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
<b>Total Rent &amp; Utility Allowances</b>	<b>\$ /month</b>	
Current Fair Market Rent ( ___ Bedroom Unit)	\$ /month	
<p>Section 6.4 of the Guidelines for the Rental Rehabilitation Program requires that property owners 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 five to ten years after the work is completed. During that regulatory period, rents (including an allowance for utilities paid by the tenant) may not exceed the current fair market rent established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Housing Choice Voucher Program.</p> <p>The current rent and utility allowances applicable to this apartment are listed above. The current fair market rent is also listed. The total rent and allowances for utilities paid by the tenant should not exceed the fair market rent. Contact the Program Administrator, Neighbors of Watertown (782-8497), if you believe this information is not correct.</p> <p>Rent limits are adjusted by HUD each year to reflect increases in the fair market rents. 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 staff at Neighbors of Watertown 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 after completion of the improvements on this property.</p>		
Signed: _____ (Tenant)		Date: _____

## 24 CFR Part 35 Applicability Worksheet

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

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

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

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

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

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

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

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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?  
(Only exterior stabilization required even in abatement jobs.)

YES  NO

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

• Are all of the residents over the age of 6?  
(No chewable or play area treatments required under interim controls.)

YES  NO

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

• Are all chewable surfaces free of bite marks made by children under 6?  
(No chewable surface treatment required under interim controls)

YES  NO

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

• Is the closest horizontal surface dust wipe below the clearance threshold?  
(No friction and impact surface interim control treatments required in the following work areas:

YES  NO

\_\_\_\_\_ )



- 
- 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  
RENTAL REHABILITATION 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 Rental Rehabilitation Program (the "Program") on the property located at:

\_\_\_\_\_

The guidelines and administrative procedures that were adopted by the City Council on May 6, 2013 and all other documents included in the project file are hereby incorporated in and made a part of this Agreement.

**I. REHABILITATION IMPROVEMENTS**

The Owner will complete the improvements detailed in the Work Writeup (Form 103) working with contractors who are acceptable to the City. During the course of this project, the Owner will work with representatives of the City to assure that all improvements are completed in compliance with the program guidelines and other requirements of the U.S. Department of Housing and Urban Development and/or the NYS Office of Community Renewal.

**II. GRANT AND LOAN ASSISTANCE**

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

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

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

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

B. Grant and loan funds will be advanced for progress payments to the contractor until the total of all progress payments equals 75% of the total project cost. All such advances will require approval by the Owner and the Program Administrator 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 Administrator. At the time of final payment, 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 Administrator will supply a Disposition of Funds Report (Form 116) to the Owner detailing all payments that have been made during the course of the project.

**III. LOAN REPAYMENTS**

The Owner agrees to repay the CDBG loan in monthly installments of \$\_\_\_\_\_ beginning 30 days after the final payment under this Agreement. That payment is calculated as the amount that is required to repay the full amount of the loan without interest over the term of the loan. Prepayments may be made without penalty at the option of the owner. A \$10.00 service charge will be added for any installment not received within 10 days after the due date; and the City may, at its option, demand repayment of the outstanding loan balance if any payment is more than 30 days overdue. The Owner agrees to pay all costs of collection including reasonable legal fees if the City is forced to pursue legal action in order to secure repayment of this loan.

**IV. SECURITY**

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

A \$ \_\_\_\_\_ mortgage given to \_\_\_\_\_

A \$ \_\_\_\_\_ mortgage given to \_\_\_\_\_

**V. CONDITIONS**

**A. Sale Limitation:** If this property is sold or transferred during the term of the loan, the Owner will be required to repay the outstanding balance of the CDBG loan plus a portion of the CDBG grant, which will be calculated as 100% during the first year and declining in equal amounts each year so that no grant repayment will be required at the end of the regulatory period, which will not be less than five years for any project.

**B. Rent Limitation:** The following chart lists the current occupants and the monthly rent charged for each rental apartment in the property (including an allowance for the cost of utilities that are paid by each tenant). The chart also lists the current rent limit for each apartment based on the fair market rents established by HUD.

Apt #	Occupant	Current Rent	Utility Allowance	Rent Limit
		\$ /month	\$ total/month	\$
		\$ /month	\$ total/month	\$
		\$ /month	\$ total/month	\$
		\$ /month	\$ total/month	\$

During the term of the CDBG loan (but not less than five years), any apartment where work was completed with CDBG financing must be rented to qualified lower income tenants with rents (including an allowance for utilities paid by the tenant) not to exceed the fair market rent limit established by HUD. If any violation of this condition is not corrected within 30 days after receipt of a written notice from the City, the balance of the CDBG loan (if any) plus a portion of the CDBG grant must be repaid to the City as detailed in Section V.A above.

**VI. CERTIFICATIONS**

**A. Eligibility for Assistance -** All information and documentation that has been provided to establish eligibility and to calculate the amount of CDBG grant and loan assistance under this program is complete and accurate and there have been no changes that affect this project.

**B. Civil Rights Compliance -** There will be no discrimination on the basis of race, color, creed, national origin, sex, age, handicap or family status in the sale, lease, rental, or the use or occupancy of the property to be improved under this program.

**C. Lead-Based Paint Hazards -** The work included in this project will not disturb existing painted surfaces in excess of the de minimis limitations detailed in the Federal Lead-Based Paint Hazard Rule at 24 CFR Part 35.1350(d) unless those surfaces have been tested by an inspector who has been certified by EPA to do lead-based paint inspections and the work is completed by a contractor who has been trained to use "safe work practices".

**D. Conflict of Interest -** No officer, employee or agent of the City who exercises any control or influence in connection with this program will have any interest, direct or indirect, in the work to be done on this property or in any contract related to this project. No member or delegate to the Congress of the United States shall have any interest in or derive any benefit from this project.

**VII. MODIFICATION**

This Agreement and related documents in the project file include all of the understandings of the parties regarding the improvements to be made on the property with CDBG grant and loan financing under the Rental Rehabilitation Program. The terms and conditions may be modified only by written agreement. Any adjustment of the amount of grant or loan assistance or the scope of work included in the project must be approved by the Project Review Committee on the basis of a written change order that is accepted by the Owner and the contractor and recommended by the Program Administrator.

**VIII. TERMINATION**

This Agreement may be terminated by the City if the Owner fails to satisfy any of the terms or conditions detailed above or fails to comply with the program guidelines and procedures during the course of the project. In the event of such termination, the Owner may be required to reimburse any CDBG grant funds and repay any CDBG loan funds that have been advanced by the City. After the project is completed, this Agreement may not be terminated for a period of five years unless the Owner repays any outstanding CDBG loan balance and a portion of the CDBG grant as detailed in Section V.A. Notwithstanding this provision, however, the City may waive these requirements in special circumstances that create a hardship for the Owner, provided those circumstances are beyond the control of the Owner and neither the Owner nor its heirs will benefit financially from such a waiver.

IN WITNESS WHEREOF, this Agreement has been executed on the date written below.

OWNER: \_\_\_\_\_ PROJECT REVIEW COMMITTEE: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

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 insured in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee, but shall not exceed the 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 or 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 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

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. Mortgagee 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

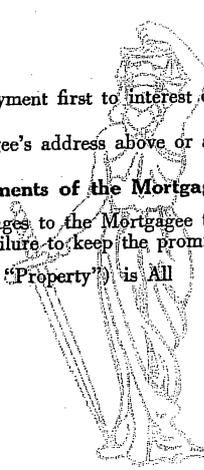
**Additional promises and agreements of the Mortgagor:**

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.





**III. CHANGE ORDERS**

This Agreement may be modified only by written agreement between the parties subject to approval by the Program Administrator. 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 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 must maintain comprehensive general liability insurance with minimum coverage of one million dollars (\$1,000,000) during the course of this project. The Contractor will provide a certificate of insurance issued by its insurance carrier naming the Owner as "additional insured" on the liability policy and indicating that the coverage provided for the Owner is primary and covers both direct and vicarious liability. In addition, the Contractor must show evidence that he has adequate workers compensation and disability benefits insurance as required by New York State law.

**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. Subcontractors:** This Agreement may not be assigned in whole or in part without the written consent of the Owner after approval by the Program Administrator. Any subcontractor must be accepted by the Program Administrator as a qualified contractor approved for work under the program.

**E. 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 the Federal Lead-Based Paint Hazard Rule at 24 CFR Part 35.1350(d) unless those surfaces have been tested by an inspector who has been certified by EPA to do lead-based paint inspections and the work is completed by a contractor who has been trained to use "safe work practices".

**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**  
**RENTAL REHABILITATION 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 Rental Rehabilitation 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;
- Utilization 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 an certified abatement supervisor;
- Completion of hazard 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 Administrator, and representatives of the City of Watertown, 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  
RENTAL REHABILITATION PROGRAM**

**SUBCONTRACTOR APPROVAL**

Property Owner: _____		Case No: _____
Address: _____		
Contractor: _____		
<p>The property owner and the contractor have executed a construction contract dated _____ for rehabilitation work to be completed with assistance under the Rental Rehabilitation Program. The contractor has proposed that a portion of that work will be completed by the subcontractor named below:</p>		
Subcontractor Name: _____		
Business Address: _____		
Contact Person: _____		Telephone: _____
<b>Item #</b>	<b>Description</b>	
<p>It is understood that the primary contractor will retain full responsibility for all work performed by the subcontractor, will assure that the work is completed in compliance with the Work Writeup and the construction contract, and will guaranty that work as detailed in the construction contract. The primary contractor will be responsible for all costs incurred by the subcontractor who will not be entitled to claim payment from the property owner or the City of Watertown for this work.</p>		
<p>I authorize the contractor to assign the work item(s) listed above to this subcontractor subject to approval by the Program Administrator for participation in the Rental Rehabilitation Program.</p>		
Property Owner: _____		Date: _____
<p>The subcontractor has been approved for participation in the Rental Rehabilitation Program based on information presented in the Contractor's Qualification Statement (Form 117).</p>		
Program Administrator: _____		Date: _____

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION 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>Any subcontractor(s) must be authorized in writing (Form 109) before they will be permitted to work on this project. That authorization will not be given until the subcontractor has been approved by the Program Administrator for participation in the Rental Rehabilitation 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 Administrator 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 Project Review Committee. 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**  
**RENTAL REHABILITATION PROGRAM**

**AUTHORIZATION FOR PROGRESS PAYMENT**

Property Owner: _____	Case No: _____		
Address: _____			
<b>COMPUTATION OF PROGRESS PAYMENT:</b>			
1. Total Authorized Contract Price	_____		
2. Value of Completed Work Items (from Inspection Report)	_____		
3. Retainage (10% of Amount on Line 2)	_____		
4. Total Amount Now Due (Line 2 - Line 3)	_____		
5. Maximum Progress Payments (75% of Amount on Line 1)	_____		
6. Payment Limit (lesser of Amounts on Line 4 and Line 5)	_____		
7. Total Progress Payments to Date	_____		
8. Balance Payable Now (Line 6 - Line 7)	_____		
<b>ALLOCATION OF PROGRESS PAYMENT:</b>			
<b>Source of Funds:</b>	<b>Owner</b>	<b>CDBG Loan</b>	<b>CDBG Grant</b>
1. Total Authorized Funding	_____	_____	_____
2. Payments Made to Date	_____	_____	_____
3. Balance Available for Payment	_____	_____	_____
4. Allocation of Current Payment	_____	_____	_____
<b>AUTHORIZATION FOR PROGRESS PAYMENT:</b>			
<p>I have inspected the subject property and agree that the work items checked on the attached Inspection Report (Form 111) have been completed according to the Construction Contract (Form 108) and Work Writeup (Form 103).</p>			
Program Administrator: _____		Date: _____	
<p>I have inspected the work completed on my property to date and authorize the payment detailed above according to the terms of my Project Agreement (Form 107) and the Construction Contract (Form 108).</p>			
Property Owner: _____		Date: _____	

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**

**AUTHORIZATION FOR FINAL PAYMENT**

Property Owner:	Case No:		
Address:			
<b>COMPUTATION OF FINAL PAYMENT:</b>			
1. Original Contract Price			
2. Adjustment for Approved Change Orders (+ or -)			
3. Final Contract Price			
4. Value of Completed Work Items (from Inspection Report)			
5. Total Amount Now Due (lesser of Amounts on Line 3 and Line 4)			
6. Total Progress Payments to Date			
7. Balance Payable Now (Line 5 - Line 6)			
<b>ALLOCATION OF PROGRESS PAYMENT:</b>			
<b>Source of Funds:</b>	<b>Owner</b>	<b>CDBG Loan</b>	<b>CDBG Grant</b>
1. Total Authorized Funding			
2. Payments Made to Date			
3. Balance Available for Payment			
4. Allocation of Current Payment			
<b>AUTHORIZATION FOR FINAL PAYMENT:</b>			
<p>I have inspected the subject property and agree that all work items included in the Construction Contract (Form 108) have been completed according to the Work Writeup (Form 103). The Contractor has delivered all manuals and manufacturer's warranty materials to the property owner and signed the Release of Liens and Warranty (Form 114).</p>			
<p>Program Administrator: _____ Date: _____</p>			
<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>			
<p>Property Owner: _____ Date: _____</p>			

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**

**CHANGE ORDER**

Property Owner: _____	Case No: _____		
Address: _____			
Contractor: _____			
<p>This change order amends our construction contract dated _____ for rehabilitation improvements being made at the project location listed above according to the proposal submitted by the contractor (attached). The contract price will be adjusted as detailed below subject to approval by the Project Review Committee. All other terms and conditions of the contract remain unchanged.</p>			
Description of proposed change:   			
Proposed increase (decrease) in the contract price: \$ _____			
Contractor: _____ Date: _____			
Property Owner: _____ Date: _____			
<p>After review of the proposed change order and attached CDBG financing computations, I recommend approval of the funding adjustment detailed below.</p>			
Program Administrator: _____ Date: _____			
<b>FUNDING ADJUSTMENT:</b>	<b>Owner</b>	<b>CDBG Loan</b>	<b>CDBG Grant</b>
1. Total Authorized Funding			
2. Amount of this Change			
3. Adjusted Funding Allocation			
<p>The proposed funding adjustment is approved based on the recommendation of the Program Administrator:</p>			
Project Review Committee: _____ Date: _____			

**REVISED GRANT AND LOAN COMPUTATIONS**

<b>A. Eligibility:</b>					<b>Apt. #1</b>	<b>Apt. #2</b>	<b>Apt. #3</b>	<b>Apt. #4</b>
1.	Proposed Change Order	(+ or -)						
2.	Eligible Cost in Change Order							
3.	Ineligible Cost in Change Order							
4.	Qualified as Lower Income?		<input type="checkbox"/> YES <input type="checkbox"/> NO					
5.	Under Current Rent Limit?		<input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>B. Revised Grant &amp; Loan Computation:</b>								
1.	Cost of Accepted Work Items							
2.	Revised Cost	(B.1 +/- A.1)						
3.	Original Contract Adjustment							
4.	Original Ineligible Cost							
5.	Revised Ineligible Cost	(B.4 +/- A.3)						
6.	Revised Excess Cost	(B.3 + B.5)						
7.	Revised Eligible Cost	(B.2 - B.6)						
8.	CDBG Limit	(B.7, max. \$25,000)						
9.	Revised Grant Limit	(B.8 x 0.500)						
10.	Revised Loan Limit	(B.8 - B.9)						
<b>C. Allocation of Project Cost:</b>								
1.	Revised Cost of Improvements							(total from Line B.2)
2.	Revised Excess Cost							(total from Line B.6)
3.	Line C.1 - Line C.2							(not less than 0)
4.	Revised CDBG Grant Award							(lesser of Line C.3 or total from Line B.9)
5.	Line C.3 - Line C.4							(not less than 0)
6.	Revised CDBG Loan							(lesser of Line C.5 or total from Line B.10)
7.	Line C.5 - Line C.6							(not less than 0)
8.	Revised Owner Contribution							(Line C.2 + Line C.7)
9.	Revised Monthly Loan Payment							(Line C.6 ÷ Loan Term in Months)

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**

**RELEASE OF LIENS AND WARRANTY**

I acknowledge payment for all labor that I performed and/or materials that I provided in connection with the work completed on the following project:

Project Location:

Property Owner:

Contract Dated:

I do hereby waive my right to file a mechanic's lien related to such labor and/or materials. I acknowledge that neither the final payment nor any provision in the construction contract shall constitute acceptance of work not done in accordance with the construction contract or relieve me of liability with respect to any express warranties or responsibility for faulty materials or workmanship. I agree to remedy any defects in the work and pay for any damage to other work resulting from such defects that appear within a period of one year from the date of final acceptance of the work unless a longer period is specified in the construction contract.

Signature of Contractor:

Date:

Type or Print Name and Title:

State of New York                    } SS.:  
County of Jefferson                }

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public



**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**SALE AND RENT LIMITATION**

Project Location:	Case No:
-------------------	----------

Property Owner:
-----------------

Date of Final Payment:
------------------------

Section 6.3 of the guidelines for the Rental Rehabilitation Program requires that owners of rental apartments where improvements are made with assistance under this program must agree not to sell those properties during a regulatory period that begins when all construction work is completed and continues for the term of the CDBG loan financing (not less than five years). Section 6.4 of the guidelines requires that those apartments will be rented to qualified lower income families during the regulatory period and that 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. The following chart identifies the current occupant for each rental apartment and lists the current fair market rent and the actual rent and allowances for utilities paid by each tenant.

Apt. #	Current Occupant	Fair Market Rent	Current Rent	Utility Allowances
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.

I understand that this sale and rent limitation will be in effect during the term of the CDBG loan (not less than 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, the outstanding balance on the CDBG loan and a portion of the CDBG grant must be repaid to the city, as detailed in Section V.A. of the Project Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Property Owner

**CITY OF WATERTOWN**  
**RENTAL REHABILITATION PROGRAM**  
**DISPOSITION OF FUNDS REPORT**

Project Location:		Case No:	
Property Owner:			
Address:			
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Other Source: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Other Source: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Other Source: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> CDBG Account: <input type="checkbox"/> Other Source: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
<b>DOCUMENTS PROVIDED TO THE PROPERTY OWNER</b>			
<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 Rent Limitation (Attachment to Form 115) <input type="checkbox"/> Lead Paint Clearance Report <input type="checkbox"/> Healthy Homes Maintenance Checklist <input type="checkbox"/> Note and Mortgage, which has been filed in the County Clerk's office			
<p>I acknowledge receipt of the materials listed above, which include all of the agreements that have been executed for this project. I also acknowledge receipt of the lead paint risk assessment and the clearance report that were completed for my property.</p>			
Signed: _____		Date: _____	
Property Owner			

**CITY OF WATERTOWN  
RENTAL REHABILITATION PROGRAM**

**CONTRACTOR QUALIFICATIONS**

All contractors and subcontractors who participate in the Rental Rehabilitation Program in Watertown must be approved by the Program Administrator 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 to the Program Administrator at Neighbors of Watertown, 112 Franklin Street, Watertown.

**COMPANY INFORMATION:**

Company Name:

Corporation

Address:

Partnership

Telephone:

Tax ID No:

Proprietorship

**PRINCIPALS OF THE COMPANY:**

Name:

Title:

Home Address:

Phone:

Work Experience:

Name:

Title:

Home Address:

Phone:

Work Experience:

Name:

Title:

Home Address:

Phone:

Work Experience:

**COMPANY HISTORY:**

Number of Years in Business:

Number of Employees:

Primary Business:

**INSURANCE:**

Type	Liability Limit	Company
General Aggregate	\$	
Personal Injury	\$	
Property Damage	\$	
Medical Expense	\$	
Worker's 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 Rental Rehabilitation Program in Watertown.

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

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

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

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

Res No. 9

April 26, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Contract for Use of Buildings and Grounds, Watertown City School District

Attached for City Council consideration is a resolution that authorizes the City to enter into a contractual agreement with the Watertown City School District for use of buildings and grounds. This contract grants the City permission to use, at no cost to the City, the School District's facilities for running the City's recreation program.

The contract identifies the time frames and the properties and grounds that the City will utilize. The City of Watertown will submit a Letter of Understanding to the School District holding the District harmless for incidents that might occur at any of the City's programs held on District property.

# RESOLUTION

Page 1 of 1

Approving Contract for Use of Buildings and Grounds,  
Watertown City School District

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the City of Watertown desires to run a Summer Recreation Program within the City of Watertown, and

WHEREAS the Watertown City School District is willing to authorize the City to use its facilities for said purpose, and

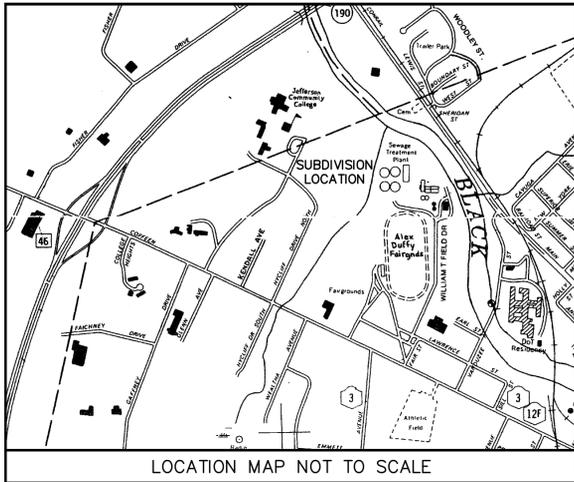
WHEREAS there is no cost associated with the Agreement between the City of Watertown and the Watertown City School District, and

WHEREAS the City deems the providing of a Summer Recreation Program to be a benefit to the citizens of the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the contract on behalf of the City of Watertown.

**Seconded by**



LOCATION MAP NOT TO SCALE

**LEGEND**  
 N/F Now or former owner  
 (A) Parcel Letter (See Conveyance Table)

**NOTES**  
 1. It is the surveyors understanding that the unused "Paper Streets" within and adjoining the land currently owned by the County of Jefferson are by a matter of Law owned by the County of Jefferson. The opinion pertaining to the matter of Law has, or will be given by the Jefferson County Attorney.  
 2. For the matter of this Minor Subdivision, the County of Jefferson, through various land acquisitions and legal opinions is the current owner, as a whole, of the 122.8 acre parcel that will be subdivided into Lot 1 and Lot 2 on this subdivision plat.

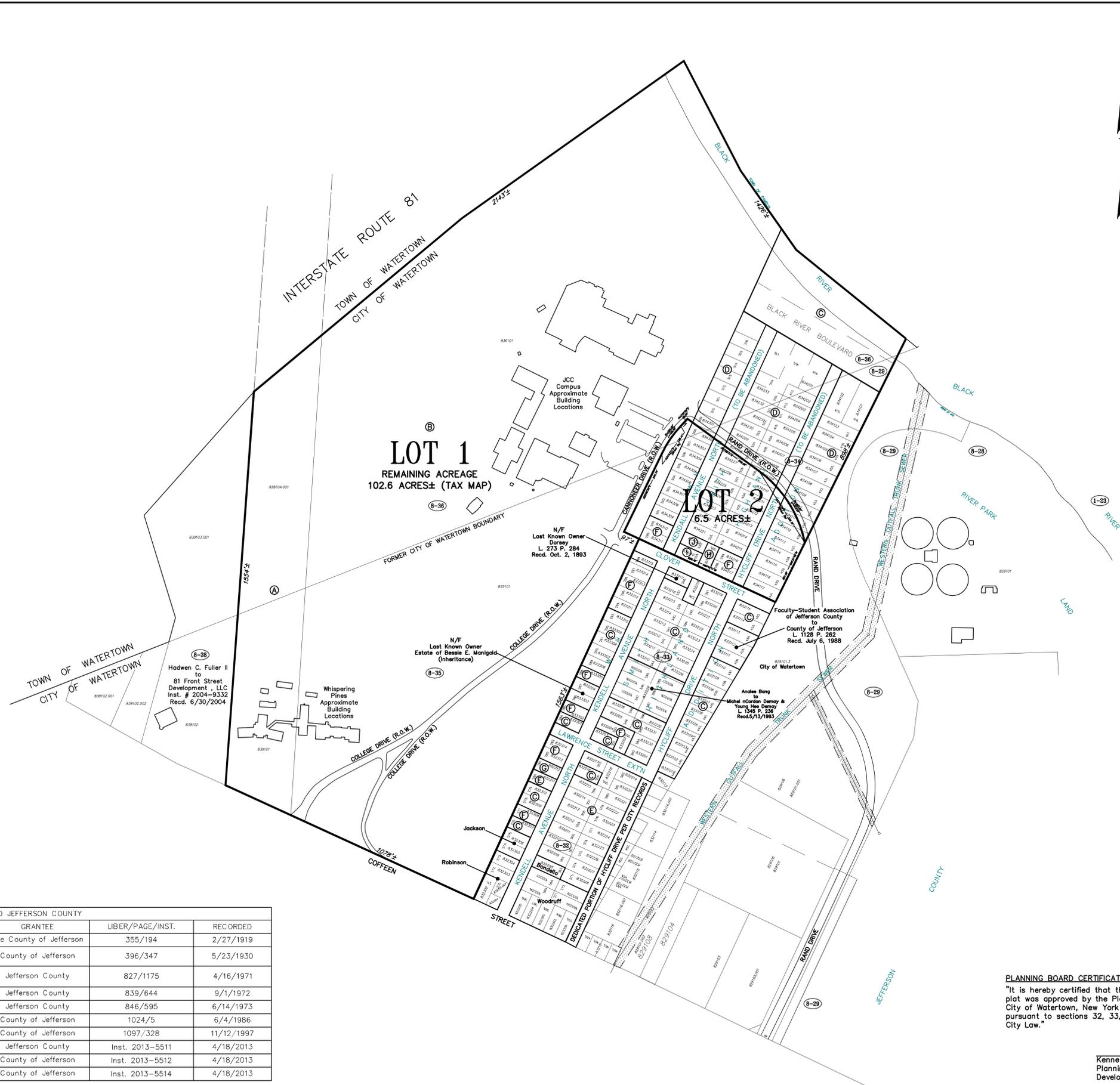


TABLE OF CONVEYANCES TO JEFFERSON COUNTY					
PARCEL	PART, OR ALL OF	GRANTOR	GRANTEE	LIBER/PAGE/INST.	RECORDED
A	Part Of	Arthur A. Rice, et al.	The County of Jefferson	355/194	2/27/1919
B	Part Of	The Society of St. Patricks Church of Watertown	County of Jefferson	396/347	5/23/1930
C	Part Of	S. Brown Northrop and Marion J. Northrop	Jefferson County	827/1175	4/16/1971
D	All Of	John R. Burns and Justin Burns	Jefferson County	839/644	9/1/1972
E	N/A	Thomas Uring Walker	Jefferson County	846/595	6/14/1973
F	Part Of	The City of Watertown	County of Jefferson	1024/5	6/4/1986
G	N/A	Ione Couch	County of Jefferson	1097/328	11/12/1997
H	All Of	The City of Watertown	Jefferson County	Inst. 2013-5511	4/18/2013
I	All Of	The City of Watertown	County of Jefferson	Inst. 2013-5512	4/18/2013
J	All Of	The City of Watertown	County of Jefferson	Inst. 2013-5514	4/18/2013

**PLANNING BOARD CERTIFICATION**  
 "It is hereby certified that this subdivision final plat was approved by the Planning Board of the City of Watertown, New York on pursuant to sections 32, 33, and 34 of the General City Law."

Kenneth A. Mix  
 Planning and Community Development Coordinator

BERNIER CARR & ASSOCIATES



BERNIER, CARR & ASSOCIATES, ENGINEERS, ARCHITECTS & LAND SURVEYORS, P.C.  
 COPYRIGHT © 2010 BERNIER, CARR & ASSOCIATES. ALL RIGHTS RESERVED. REUSE OF THESE DOCUMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF BERNIER, CARR & ASSOCIATES IS PROHIBITED. WARNING - IT IS A VIOLATION OF ARTICLE 145 SECTIONS 7200 AND 7207 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS EXPRESSLY AUTHORIZED IN WRITING BY BERNIER, CARR & ASSOCIATES TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BERNIER, CARR & ASSOCIATES.

LAND SUBDIVISION PLAT

JEFFERSON COMMUNITY COLLEGE CAMPUS AREA  
 PORTION OF THE LAND OWNED BY  
 JEFFERSON COUNTY - COFFEEN STREET  
 City of Watertown Co. of Jefferson State of NY

Revisions:  
 1.)

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.

Drawn By: GAK/JJO  
 Checked By: MFP  
 Scale: 1" = 200'  
 Date: 4/24/2013

File No. 2010-088  
 Sheet No.

BOARD OF EDUCATION  
WATERTOWN CITY SCHOOL DISTRICT  
CONTRACT FOR USE OF BUILDINGS AND GROUNDS

It is agreed, understood, and covenanted as follows:

1. The undersigned will pay the Watertown City School District \$ 00.00 to defray expenses for the proposed use of District property, including the opening of the building, lights, heat, janitorial personnel at the rate of pay under the Federal Wage and Hour Law, and other incidental expenses. All personnel employed for the use of District property will be considered special employees of the undersigned organization while performing their duties in conjunction with the planned activities.
2. There will be no sale of tickets or admission beyond the seating capacity of N/A
3. The undersigned will reimburse the Board of Education for loss or damage to school property resulting from such use.
4. ~~The undersigned will carry general liability insurance coverage with a minimum limit of \$1,000,000. The policy of insurance will include the Watertown City School as an additional named insured under the policy. The undersigned will provide the Watertown City School District with a Certificate of Insurance showing compliance with these requirements at least ten (10) days prior to the event.~~
5. The above insurance requirements notwithstanding, the undersigned agrees to defend, indemnify and hold harmless the Watertown City School District, to the extent allowed by law, from any judgments against it including costs, disbursements, attorney fees, etc. for any liability arising from the planned activities of the undersigned on the School District property..
6. The undersigned has familiarized himself with the regulations of the Board of Education pertaining to the use of such property (see attached) and all said regulations are agreed to and will be observed.
7. The undersigned will provide for Worker's Compensation Insurance and any other insurance pertaining to the activities of the undersigned as may be required by law.
8. That the permission now applied for, if granted, is revocable at any time by the Board of Education.

9. If this application is made in the name of an organization, the person signing below is authorized to do so and will be responsible for full compliance with the terms hereof and all payments hereunder.

**City of Watertown, Recreation Department**

(Organization)

BY \_\_\_\_\_ **Jeffrey E. Graham**  
(Authorized Agent) **City Mayor**

\* \* \* \* \*

FOR OFFICE USE ONLY

Cleared with principal - Date \_\_\_\_\_

Cleared with Michael Lennox - Date \_\_\_\_\_

Approved by Superintendent - Date    JEF   4/19/13   

**North Eelementary - Playground**

**Last wk of June through mid-August**

**Monday – Friday - 9:00a.m. – 12Noon and 1:00p.m. – 4:30p.m.**

**Flynn Pool Summer Recreation Program operated by the City will take periodic visits to the North Elementary Playground. All vists will be supervised by at least one City of Watertown Playground Supervisor.**

Except for performances or events open to the general public, all buildings will remain locked at the end of the day. Groups that have reserved facilities for use after a building has been locked will gain access to the building by the building custodial staff at the designated time. After the first arrival(s), it is expected that the group will be responsible for allowing other members of the group, who are authorized, into the building.

Res Nos. 10, 11, and 12

April 29, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Parks and Recreation Flat Fee Agreements

Attached for Council's consideration are three "flat fee" agreements with large user groups of the City's various recreational fields. These user groups, the Sunday Touch Football League, the Sunday Softball League, and the North Country Lacrosse League, all use a large amount of field time throughout their seasons of play. In the past, fees for these groups have been assessed through "roster fees," which are unwieldy and difficult to track. Administratively, flat fee agreements are much easier for the Parks and Recreation Department to implement and execute for bulk users of field time.

As is indicated in the attached memorandum from Parks and Recreation Superintendent Gardner, the fees for the Touch Football League and the Softball League have increased slightly from last year's agreement; the fee for the Lacrosse League decreased because of contractions within the program.

City staff will be available to answer any questions Council May have on these agreements.

# RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee  
Use of City-Owned Athletic Fields,  
Sunday Softball League

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown owns and operates numerous athletic fields throughout the City, and

WHEREAS the Sunday Softball League has expressed their desire to enter into an Agreement for Flat Fee Use of City-Owned Athletic Fields for league events, and

WHEREAS the City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown that it hereby approves this Agreement for Flat Fee Use of City-Owned Athletic Fields between the City of Watertown and the Sunday Softball League, a copy of which is attached and made part of this resolution, and

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

***Seconded by***

**CITY OF WATERTOWN FAIRGROUNDS**

**AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS**

This Agreement by and between the City of Watertown, New York, 245 Washington Street, Watertown, New York 13601 (“City”) and Sunday Softball League, with an address of 18402 NY Route 177, Adams Center, New York 13606 (“League”) dated this \_\_\_ day of \_\_\_\_\_ 2013.

**RECITALS**

WHEREAS, for a number of years, League has scheduled the use of playing fields at the City of Watertown Fairgrounds, and has paid for those fields through the imposition of “roster fees;” and

WHEREAS, administration of the “roster fee” program is unwieldy and costs more to implement and maintain than a simple flat fee based on prior years’ use; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

**AGREEMENT**

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2013 season;

2. The fee to be charged the League by the City for the use of the fields, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2013, shall be \$1,300.00;

3. The fee shall be payable as follows:

a. 50% in advance of the first field usage; and

b. 50% on or before July 1, 2013; and

4. The undersigned individuals, signing for the League, shall ultimately be personally responsible to the City for payment of the fees.

SUNDAY SOFTBALL LEAGUE

CITY OF WATERTOWN

By: \_\_\_\_\_

By: Sharon Addison, City Manager

# RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee  
Use of City-Owned Athletic Fields,  
North Country Lacrosse League

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown owns and operates numerous athletic fields throughout the City, and

WHEREAS the North Country Lacrosse League has expressed their desire to enter into an Agreement for Flat Fee Use of City-Owned Athletic Fields for league events, and

WHEREAS the City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown that it hereby approves this Agreement for Flat Fee Use of City-Owned Athletic Fields between the City of Watertown and the North Country Lacrosse League, a copy of which is attached and made part of this resolution, and

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

***Seconded by***

**CITY OF WATERTOWN FAIRGROUNDS**

**AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS**

This Agreement by and between the City of Watertown, New York, 245 Washington Street, Watertown, New York 13601 (“City”) and North Country Lacrosse League, with an address of P.O. Box 508, Rodman, New York 13682 (“League”) dated this \_\_\_ day of \_\_\_\_\_ 2013.

**RECITALS**

WHEREAS, for a number of years, League has scheduled the use of playing fields at the City of Watertown Fairgrounds, and has paid for those fields through the imposition of “roster fees;” and

WHEREAS, administration of the “roster fee” program is unwieldy and costs more to implement and maintain than a simple flat fee based on prior years’ use; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

**AGREEMENT**

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2013 season;
2. The fee to be charged the League by the City for the use of the fields, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2013, shall be \$2,100.00;
3. The fee shall be payable as follows:
  - a. 50% in advance of the first field usage; and
  - b. 50% on or before July 1, 2013; and
4. The undersigned individuals, signing for the League, shall ultimately be personally responsible to the City for payment of the fees.

NORTH COUNTRY LACROSSE LEAGUE

CITY OF WATERTOWN

By: \_\_\_\_\_

By: Sharon Addison, City Manager

# RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee  
Use of City-Owned Athletic Fields,  
Sunday Touch Football League

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown owns and operates numerous athletic fields throughout the City, and

WHEREAS the Sunday Touch Football League has expressed their desire to enter into an Agreement for Flat Fee Use of City-Owned Athletic Fields for league events, and

WHEREAS the City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown that it hereby approves this Agreement for Flat Fee Use of City-Owned Athletic Fields between the City of Watertown and the Sunday Touch Football League, a copy of which is attached and made part of this resolution, and

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

***Seconded by***

**CITY OF WATERTOWN FAIRGROUNDS**

**AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS**

This Agreement by and between the City of Watertown, New York, 245 Washington Street, Watertown, New York 13601 (“City”) and Sunday Touch Football League, with an address of 18402 NY Route 177, Adams Center, New York 13606 (“League”) dated this \_\_\_ day of \_\_\_\_\_ 2013.

**RECITALS**

WHEREAS, for a number of years, League has scheduled the use of playing fields at the City of Watertown Fairgrounds, and has paid for those fields through the imposition of “roster fees;” and

WHEREAS, administration of the “roster fee” program is unwieldy and costs more to implement and maintain than a simple flat fee based on prior years’ use; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

**AGREEMENT**

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2013 season;
2. The fee to be charged the League by the City for the use of the fields, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2013, shall be \$800.00;
3. The fee shall be payable as follows:
  - a. 50% in advance of the first field usage; and
  - b. 50% on or before September 1, 2013;
4. The undersigned individuals, signing for the League, shall ultimately be personally responsible to the City for payment of the fees.

SUNDAY TOUCH FOOTBALL LEAGUE

CITY OF WATERTOWN

\_\_\_\_\_  
By:

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

April 29, 2013

To: Sharon Addison, City Manager

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

Subject: 2013 Flat Fee Agreements

Historically, The City Council has approved flat fee agreements for North Country Lacrosse League, Sunday Softball and Sunday Football. The fee for North Country Lacrosse League did decrease due to the cancellation of their girls program. Both Sunday Softball and Sunday Football increased by \$100 for the season. If you have questions or concerns regarding the 2013 flat fee agreements, please let me know.

Res No. 13

April 30, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Waive Hook-up and Disconnect Fees for 2013 Concert Series for Disabled Persons Action Organization

City of Watertown received the attached letter from Disabled Persons Action Organization and is willing to waive the fees for hook-up and disconnect of sewer and electric to trailers used for Disabled Persons Action Organization (DPAO) concerts this summer at the Fairgrounds. The fee is \$675.85.

Attached for Council consideration is a resolution to waive these fees for the 2013 concert series.

# RESOLUTION

Page 1 of 1

Waive Hook-up and Disconnect Fees for  
2013 Concert Series for Disabled Persons  
Action Organization

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS included in the contract with Disabled Person Action Organization, there is a charge under “additional requests” for the hook-up and disconnect of sewer and electric for trailers used for concerts at the Watertown Municipal Arena, and

WHEREAS the City Council has received a request from Disabled Persons Action Organization asking that these fees be waived for all concerts held during the 2013 concert series, and

WHEREAS the City Council of the City of Watertown desires to waive the fees for these hook-up and disconnects,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown that City Manager Sharon Addison is hereby authorized and directed to take any necessary steps to waive the charges for the hook-up and disconnect of sewer and electric for trailers used for concerts by the Disabled Persons Action Organization during the 2013 concert series.

**Seconded by**

**Disabled Persons Action Organization**

617 Davidson Street, PO Box 222

Watertown, New York 13601

**Cynthia L. FitzPatrick**  
*Executive Director*

**Joseph L. Rich**  
*Board of Directors Vice President*

(315) 782-3577

(800) 533-2859

Fax: (315) 782-6673

[www.DPAO.org](http://www.DPAO.org)

May 1, 2013

Ms. Sharon Addison  
City Manager  
City of Watertown  
Room 302  
Municipal Building  
245 Washington Street  
Watertown, New York 13601



Dear Sharon:

The Disabled Persons Action Organization (DPAO) has been notified by the Watertown Parks and Recreation Department that our agency will now be charged for labor and materials to have the sewer and electric hooked up to our Mobile Homes that are used for the entertainers when they perform at the Watertown Fairgrounds Arena for our summer concert series. The cost of this service is \$675.85 each time the homes are hooked up with the utilities.

DPAO is requesting that the City of Watertown / Watertown Parks and Recreation Department waive these fees (for all four concerts) for our not-for-profit agency as these charges will add additional expenses to the cost of bringing top name entertainment to Watertown, New York. We also received notification of these fees after our 2013 Summer Concert Series Line-Up was announced and the day before tickets went on-sale!

DPAO is also requesting that the City of Watertown / Parks and Recreation Departments revisit and review the parking fees that are in place for concerts/shows held indoors (\$1,500 per event) at the Watertown Fairgrounds Arena and outdoors (\$3,000 per event) at the Watertown Fairgrounds. In the past the Parks and Recreation Department parked the cars for the concerts and the City of Watertown received the revenue from the event. These additional costs cut directly in to any profits that DPAO may make from the concerts. Remember also that our agency lost over \$40,000 last year on the outdoor JOURNEY show so we are looking to be more fiscally responsible in our operations as we prepare for this year's concert season.

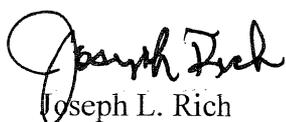
DPAO is not asking for special treatment from the City of Watertown / Parks and Recreation Department. We attend to pay the appropriate fees to whatever services we need. We simply ask that our agency be treated fairly like other organizations that are holding events indoors at the Watertown Fairgrounds Arena. A positive step towards this reality was our recent meeting with Parks and Recreation to discuss the DPAO Summer Concert Series which helped to open up the lines of communication between both parties. Both organizations left that meeting with a better understanding of what each was trying to accomplish and how to make that happen.

Please remember that DPAO is a non-profit, tax exempt organization whose mission is to provide quality and effective individualized services to developmentally disabled children and adults in Jefferson and Lewis Counties. The services are primarily geared to helping families cope with the stress of caring for their disabled loved ones in their own homes. Proceeds from the DPAO Summer Concert Series help provide programs and services to over 500 consumers that we assist!

DPAO thanks the City of Watertown in advance for your time and consideration for this most important matter. We look forward to a good working relationship with the City of Watertown and the Parks and Recreation Department in having a successful concert season. We welcome the opportunity to hold another meeting where ideas and details can be discussed concerning a DPAO Outdoor Concert at the Watertown Fairgrounds in 2014!

Thank you again Sharon for taking the time to meet with DPAO and listening to our concerns regarding the fee structure for concerts/shows held at the Watertown Fairgrounds Arena. Please contact me with any questions or if you need additional information. I look forward to hearing from you soon.

Sincerely,



Joseph L. Rich  
Vice-President  
DPAO Board of Directors

Res No. 14

May 1, 2013

To: The Honorable Mayor and City Council

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

Subject: Authorizing the Sale of the Portions Hycliff Drive North and of Kendall Avenue North that Lie Northeasterly of Clover Street

Jefferson County has acquired all of the lots north of Clover Street in what was originally known as Highlands subdivision, including some from the City of Watertown. The proposed residence hall at Jefferson Community College will be sited in this area on Lot 2, as shown on the attached subdivision plat.

Brownell Abstract Corporation is working with Stewart Title Insurance Company to provide title insurance. They are concerned about the status of the paper streets, Hycliff Drive North and Kendall Avenue North, that run through the project site. Jefferson County is requesting a quit claim deed from the City for the sections of those paper streets that are north of Clover Street. A letter from the County Attorney is attached.

These paper streets are like many others. The City does not have deeds for them and ownership is unknown. We do not believe the City has any ownership interest, but a quit claim deed will help clear up questions about the title so financing for the residence hall can move forward.

The attached resolution authorizes the Mayor to execute a quit claim deed for the two street sections.

# RESOLUTION

Page 1 of 2

Authorizing the Sale of the Portions Hycliff Drive North and of Kendall Avenue North that Lie Northeasterly of Clover Street

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

YEA	NAY

### ***Introduced by***

WHEREAS the subdivision map titled "Highlands" filed with the Jefferson County Clerk on July 21, 1893 lays out Hycliff Drive North and Kendall Avenue North, and

WHEREAS the City Council has never assigned for public use and has no interest in accepting or dedicating the portions of said streets that lie northeasterly of Clover Street, described as follows:

ALL THOSE TRACTS or parcels of land situate in the City of Watertown, County of Jefferson, State of New York, and further described as those portions of Kendall Avenue Extension and Hycliff Drive Extension between the northeasterly margin of Clover Street all as shown on a map titled "Highland's, Plat of Land" recorded in the Jefferson County Clerk's Office July 21, 1893 situate on the southwest of said parcels and a portion of the land conveyed by S. Brown Northrop and Marion J. Northrop to Jefferson County by deed recorded in the Jefferson County Clerk's Office in Liber 827 at Page 1175 on April 16, 1971.

And,

WHEREAS County of Jefferson owns all parcels of land abutting said portions of streets and is cooperating with Jefferson Community College in developing a residence hall on the site, and

WHEREAS County of Jefferson has made an offer to purchase any interest the City of Watertown may have in the described lands for a sum of \$1.00,

# RESOLUTION

Page 2 of 2

Authorizing the Sale of the Portions Hycliff Drive North and of Kendall Avenue North that Lie Northeasterly of Clover Street

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

Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that pursuant to § 23 (b) of the General City Law, § 247 of the Charter of the City of Watertown as amended by Local Law No. 1 of 1985, adopted December 3, 1984, effective January 17, 1985, and the Ordinance, Municipal Code, Chapter 16 adopted by the City Council on June 6, 1977 that the offer of \$1.00 submitted by County of Jefferson, New York for the purchase of the portions of Hycliff Drive North and Kendall Avenue North that lie northeasterly of Clover Street is a fair and reasonable offer, and is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered, and directed to execute a Quit Claim Deed of said real property to County of Jefferson New York upon receipt of the above mentioned sum of money, in cash only, by the City Comptroller.

**Seconded by**

**County of Jefferson**  
**Office of the County Attorney**

County Office Building  
175 Arsenal Street  
Watertown, New York 13601  
(315) 785-3088 (315) 785-5178 Fax  
Fax not authorized for service



May 1, 2013

Sharon Addison, City Manager  
City of Watertown  
245 Washington Street  
Room 302  
Watertown, New York 13601

Re: Proposed Construction of Dormitory Complex  
at Jefferson Community College

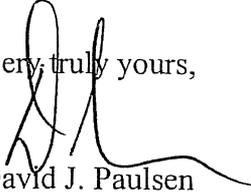
Dear Ms Addison:

I am writing on behalf of Jefferson County as property owner and Jefferson Community College as sponsor of a proposed dormitory project to be constructed near the campus of JCC on land owned by Jefferson County. The property on which construction is contemplated is subject to a subdivision plat duly filed in the County Clerk's Office which portrays certain streets which were never constructed.

In order to clear title to the property it will be necessary to demonstrate that the City retains no interest in the property consisting of the "paper streets". In order to accomplish this end, the County of Jefferson makes the following purchase offer to the City of Watertown. In consideration of \$1.00 good and valuable consideration, the City will convey via quitclaim deed any and all title it may have to "paper streets" known as Hycliff Drive and Kendall Ave. North to the County of Jefferson. The precise description of the length and location of said streets to be deeded is attached herewith.

It is respectfully requested that this matter be considered by City Council at its earliest convenience.

Very truly yours,

  
David J. Paulsen  
Jefferson County Attorney

cc: Carolyn Fitzpatrick, Chairwoman, Board of Legislators  
Scott Gray, Chairman, Finance and Rules Committee  
Robert Hagemann, County Administrator  
Carole McCoy, President Jefferson Community College

**SUGGESTED DESCRIPTION**

Paper Street Quit Claim Deed  
City of Watertown to Jefferson County

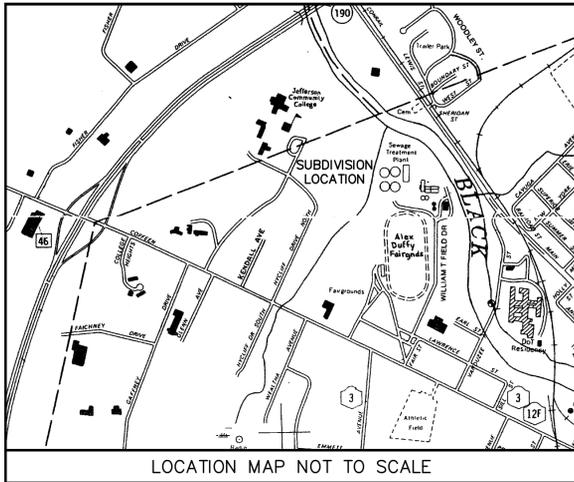
April 25, 2013  
Project No. 2010-088

ALL THOSE TRACTS or parcels of land situate in the City of Watertown, County of Jefferson, State of New York, and further described as those portions of Kendall Avenue Extension and Hycliff Drive Extension between the northeasterly margin of Clover Street all as shown on a map titled "Highland's, Plat of Land" recorded in the Jefferson County Clerk's Office July 21, 1893 situate on the southwest of said parcels and a portion of the land conveyed by S. Brown Northrop and Marion J. Northrop to Jefferson County by deed recorded in the Jefferson County Clerk's Office in Liber 827 at Page 1175 on April 16, 1971.

Bernier Carr & Associates  
327 Mullin Street  
Watertown, New York 13601

---

Gerald A. Kostyk, P.L.S. #50011



LOCATION MAP NOT TO SCALE

**LEGEND**  
 N/F Now or former owner  
 A Parcel Letter (See Conveyance Table)

**NOTES**  
 1. It is the surveyors understanding that the unused "Paper Streets" within and adjoining the land currently owned by the County of Jefferson are by a matter of Law owned by the County of Jefferson. The opinion pertaining to the matter of Law has, or will be given by the Jefferson County Attorney.  
 2. For the matter of this Minor Subdivision, the County of Jefferson, through various land acquisitions and legal opinions is the current owner, as a whole, of the 122.8 acre parcel that will be subdivided into Lot 1 and Lot 2 on this subdivision plat.

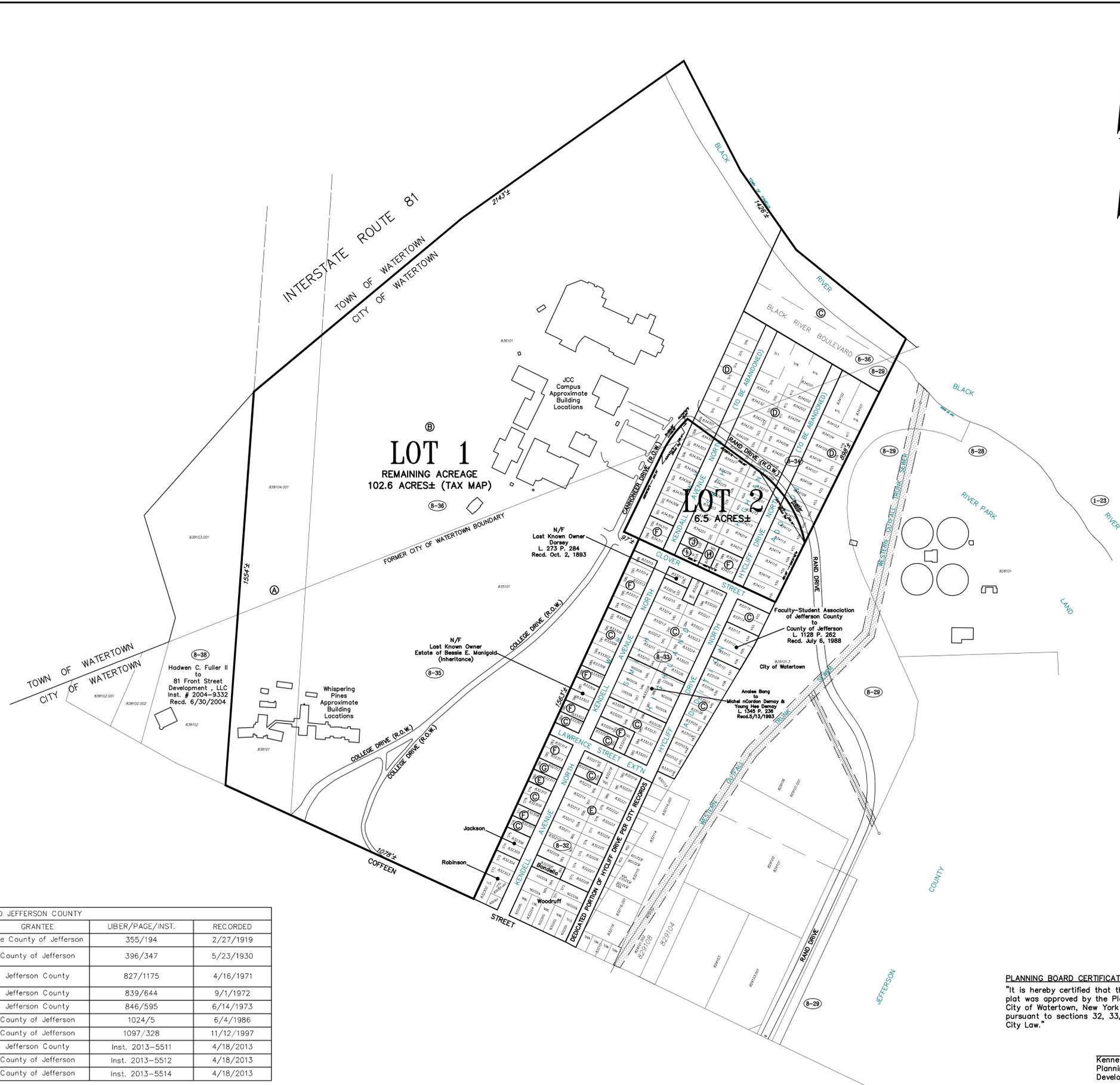


TABLE OF CONVEYANCES TO JEFFERSON COUNTY					
PARCEL	PART, OR ALL OF	GRANTOR	GRANTEE	LIBER/PAGE/INST.	RECORDED
A	Part Of	Arthur A. Rice, et al.	The County of Jefferson	355/194	2/27/1919
B	Part Of	The Society of St. Patricks Church of Watertown	County of Jefferson	396/347	5/23/1930
C	Part Of	S. Brown Northrop and Marion J. Northrop	Jefferson County	827/1175	4/16/1971
D	All Of	John R. Burns and Justin Burns	Jefferson County	839/644	9/1/1972
E	N/A	Thomas Uring Walker	Jefferson County	846/595	6/14/1973
F	Part Of	The City of Watertown	County of Jefferson	1024/5	6/4/1986
G	N/A	Ione Couch	County of Jefferson	1097/328	11/12/1997
H	All Of	The City of Watertown	Jefferson County	Inst. 2013-5511	4/18/2013
I	All Of	The City of Watertown	County of Jefferson	Inst. 2013-5512	4/18/2013
J	All Of	The City of Watertown	County of Jefferson	Inst. 2013-5514	4/18/2013

**PLANNING BOARD CERTIFICATION**  
 "It is hereby certified that this subdivision final plat was approved by the Planning Board of the City of Watertown, New York on pursuant to sections 32, 33, and 34 of the General City Law."

Kenneth A. Mix  
 Planning and Community Development Coordinator

**LAND SUBDIVISION PLAT**

**JEFFERSON COUNTY COLLEGE CAMPUS AREA**  
**PORTION OF THE LAND OWNED BY**  
**JEFFERSON COUNTY - COFFEEN STREET**  
 City of Watertown Co. of Jefferson State of NY

**BERNIER CARR & ASSOCIATES**

**BERNIER, CARR & ASSOCIATES, ENGINEERS, ARCHITECTS & LAND SURVEYORS, P.C.**

COPYRIGHT © 2010 BERNIER, CARR & ASSOCIATES. ALL RIGHTS RESERVED. REUSE OF THESE DOCUMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF BERNIER, CARR & ASSOCIATES IS PROHIBITED. WARNING - IT IS A VIOLATION OF ARTICLE 145 SECTIONS 7200 AND 7207 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BERNIER, CARR & ASSOCIATES. THE DATE, THE NOTE "ALTERED BY" AND A SPECIFIC DESCRIPTION OF THE ALTERATION SHALL APPEAR ON OR NEAR EACH SEPARATE SHEET, SIGNATURE, THE DATE, THE NOTE "ALTERED BY" AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

Revisions:  
 1.)

The CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.

Drawn By GAK/JJO	Checked By MFP
Scale 1" = 200'	Date 4/24/2013
File No. 2010-088	
Sheet No.	<b>1</b>

Ord No. 1

April 30, 2013

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance Amendment – Wastewater Treatment Plant Disinfection System

Included in tonight's agenda was a resolution to amend the agreement with GHD Consulting Engineers LLC for the disinfection system improvements at the wastewater treatment plant in the amount of \$25,700. If the resolution was approved the following bond ordinance must be considered by City Council to finance the amendment as the estimated cost of the project has increased to \$775,000.

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

GHD Consulting Engineers LLC:

- Initial agreement	\$ 706,800
- Amendment No. 1	5,800
- Amendment No. 2	29,300
- Amendment No. 2	25,700
Bonding expenses and contingency	<u>7,400</u>
Bond Ordinance	<u>\$ 775,000</u>

# ORDINANCE

YEA	NAY

An Ordinance Amending the Ordinance Dated February 21, 2012, as Amended January 22, 2013, Authorizing the Issuance of \$460,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$750,000 Estimated Maximum Cost of the Design of a Disinfection System at the City's Wastewater Treatment Plant, to Increase the Estimated Maximum Cost Thereof to \$800,000

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

Total .....

### *Introduced by*

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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 May 6, 2013, at \_\_\_\_\_ o'clock \_\_\_\_\_.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:

WHEREAS, by ordinance dated February 21, 2012, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$460,000 bonds of said City to pay part of the \$710,000 estimated maximum cost of the design of a disinfection system for the City's wastewater treatment plant, 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, by ordinance dated January 22, 2013, said Council amended the February 21, 2012 ordinance, to authorize the issuance of \$460,000 bonds of said City to pay part of the \$750,000 estimated maximum cost of the design of a disinfection system for the City's wastewater treatment plant, 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

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 Mayor GRAHAM, Jeffrey E.

Total .....

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid specific object or purpose from \$750,000 to \$775,000, an increase of \$25,000 over that previously authorized;

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 and 2 of the ordinance of this Council dated and duly adopted February 21, 2012, as amended on January 22, 2013, authorizing the issuance of \$460,000 bonds to pay part of the \$750,000 estimated maximum cost of the design of a disinfection system for the City's wastewater treatment plant, 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 \$460,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY PART OF THE \$775,000 ESTIMATED MAXIMUM COST OF THE DESIGN OF A DISINFECTION SYSTEM AT THE CITY’S WASTEWATER TREATMENT PLANT.

“ . . . .

“Section 1. To pay part of the cost of the design of a disinfection system for the City’s wastewater treatment plant, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$460,000 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 \$775,000 and that the plan for the financing thereof is by the issuance of the \$525,000 bonds of said City authorized to be issued pursuant to this bond ordinance, together with the use of \$250,000 current funds of the City.”

# ORDINANCE

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

Total .....

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 \_\_\_\_\_

The ordinance was thereupon declared duly adopted.

\* \* \*



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An Ordinance Amending the Ordinance Dated February 21, 2012, as Amended January 22, 2013, Authorizing the Issuance of \$460,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$750,000 Estimated Maximum Cost of the Design of a Disinfection System at the City's Wastewater Treatment Plant, to Increase the Estimated Maximum Cost Thereof to \$800,000

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Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

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 May \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

**Seconded by:**

Laid over under the rules

April 24, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Fairgrounds Concession Fees

The attached ordinance was introduced and seconded at the April 15 Regular Meeting of the City Council. At that time, Council was unable to vote on this legislation because of the absence of a member of Council

At the April 8 Work Session, Council agreed to a modified concession fee proposal from Parks and Recreation Superintendent Erin Gardner. As Council is aware, this new concession fee structure retains language allowing the City to charge event promoters \$250 per vendor, per day for concerts or performances at the City-owned Fairgrounds. However, the new language states that other user groups will be charged a \$50 fee to provide concessions at their event. It is staff's hope that this modified fee schedule will provide an equitable arrangement for all users of the Fairgrounds.

ORDINANCE

Page 1 of 1

Amending City Municipal Code  
§ A320-9

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

Total .....

YEA	NAY

**Introduced by**

Council Member Roxanne M. Burns

BE IT ORDAINED that Section A320-9, Municipal Fairgrounds Facility Fees of the City Code of the City of Watertown is hereby amended for only the below-referenced paragraph to read as follows:

§ A320-9. Schedule of fees.

Municipal fairgrounds facility fees shall be as follows:

- N. Food Concessions: Event promoters of concerts or performances shall be charged a fee of \$250, per vendor, per day for the right to allow concessions at their event. All other user groups shall be charged \$50 per vendor, per day for the right to allow concessions at their event.

and,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is printed as directed by the City Manager.

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

Tabled

April 24, 2013

To: The Honorable Mayor and City Council

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

Subject: Amending the Code of the City of Watertown, Section 310-1, Definition of Family, and Section 310-34, Accessory Uses in Residence Districts

The attached Ordinance was Laid Over Under the Rules and subsequently Tabled at the City Council Meeting of April 15, 2013. Until the Planning Board makes their recommendation, Staff proposes that this Ordinance remains Tabled.

**ORDINANCE**

Amending the Code of the City of Watertown, §310-1, Definition of Family and §310-34, Accessory Uses in Residence Districts

Page 1 of 1

***Introduced by***

Mayor Jeffrey E. Graham

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

Total .....

YEA	NAY

WHEREAS it has been proposed to amend Chapter 310 of the Code of the City of Watertown, New York, by altering the definition of “family” and adding the taking of not more than four non-transient roomers as an allowed accessory use in Residential Districts, and

WHEREAS the City Planning Board reviewed the proposed amendments to §310-1 and §310-34 of the Code of the City of Watertown and made its recommendation on adoption, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendment pursuant to General Municipal Law Section 239-m, and

WHEREAS a Public Hearing was held on the proposed Zoning Ordinance Amendment after due Public Notice, and

WHEREAS the City Council has determined, pursuant to the State Environmental Quality Review Act that there will not be any significant environmental impacts caused by the adoption of this Ordinance, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of the residents of the City of Watertown to make the following changes to Chapter 310 of the City Code,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, New York, that §310-1. B. of the Code of the City of Watertown is hereby amended by deleting the sentence: “To distinguish a “family” from a club, fraternity or boarding house, not more than four members of a family shall be other than blood relatives” from the definition of family, and

BE IT FURTHER ORDAINED by the City Council of the City of Watertown, New York, that the following is added to §310-34.B: “(7) The taking of not more than four non-transient roomers, provided that no sign is displayed”, and

BE IT FURTHER ORDAINED that this Amendment to the City Code shall take effect as soon as published once in the official newspaper of the City of Watertown, New York, or printed as the City Manager directs.

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

April 22, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

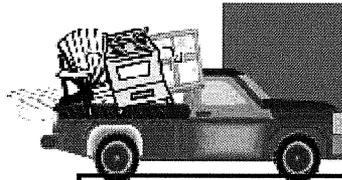
Subject: Public Hearings for 2013-14 Operating Budgets and 2013-14 through 2017-18 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 20, 2013

7:30 p.m. 2013-14 Operating Budgets

7:30 p.m. 2013-14 through 2017-18 Capital Budget



# SPRING DROP OFF

## Saturday, June 1, 2013

FOR CITY OF WATERTOWN RESIDENTS

The City of Watertown will once again offer a bulk drop off program to City residents. This is an opportunity to dispose of bulk items such as furniture, appliances, windows, cabinets, fencing, yard furniture, and **SMALL** quantities of construction and demolition materials such as siding, steps, scrap lumber, and floor coverings.

**HAZARDOUS WASTE PRODUCTS  
OR ELECTRONICS WILL NOT BE ACCEPTED**

**Coffeen Street  
Fairgrounds Arena  
Parking Lot  
9:00 AM - 4:00 PM**

**QUESTIONS?  
Call The  
Department of  
Public Works at  
785-7770 or 785-7842**

### FEE STRUCTURE

Automobiles / SUV's (1/2 cubic yard)	\$10
Mini Van/Compact Pick-up Truck	\$20
Pick-up Truck (no rack/extended sides)	\$25
Pick-up Truck (with side racks)	\$45
Utility Trailer (variable sizes)	\$25- \$45
White Goods (large metal appliances)	FREE
Tires (autos/van/pick-up only)	\$5.00 Each
Batteries (car, truck, boat)	\$5.00 Each

**REQUIREMENTS:** Residency Verification (valid driver's license or other appropriate ID).

**FEES:** To be paid in cash or check prior to unloading

**UNLOADING OF VEHICLES** and placing of the bulk items into containers is the responsibility of customer.

**FEE STRUCTURE** is based on size of vehicle used as shown above. Excess loads will be subject to additional charges, depending upon estimated volumes and/or average weights of material brought in for disposal.

### RESTRICTIONS

- **NO HOUSEHOLD WASTE** - Pesticides, herbicides, driveway sealers, paint, thinners, etc. are prohibited.
- **NO LIQUID WASTE OF ANY KIND**
- **NO YARD WASTE** - Brush, limbs, grass clippings, garden waste are prohibited.
- **NO REFUSE** - Items that normally would be picked up by your regular weekly trash collection are prohibited.
- **NO DUMP TRUCKS** - Only cars, vans, pick-up trucks, and utility trailers will be allowed on site.

VISIT [www.watertown-ny.gov](http://www.watertown-ny.gov)

Obtain further information on City services, including an updated list of allowed bi-weekly recyclables, as designated by Jefferson County.

