

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 15, 2011, 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

PRESENTATION

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Reappointment to the Empire Zone Administrative Board, Robert Lawlor
- Resolution No. 2 - Adopting Guidelines and Administrative Procedures for the HOME Repair Program
- Resolution No. 3 - Authorizing a Grant Application to the New York State Office of Parks, Recreation, and Historic Preservation for the Flower Memorial Library Masonry Restoration Project
- Resolution No. 4 - Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program
- Resolution No. 5 - Rejected Bids for Police Officer Uniforms
- Resolution No. 6 - Accepting Bid for Elevator Rehabilitation at Flower Memorial Library, Otis Elevator Company
- Resolution No. 7 - Approving the Special Use Permit Request Submitted by Tamara Pulley to Allow Automobile, Snowmobile, and ATV Sales at 426 Arsenal Street, Parcels 7-05-206, 7-05-207, and 7-05-208

- Resolution No. 8 - Approving the Special Use Permit Request Submitted by Sheila Sweet to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322
- Resolution No. 9 - Approving the Amended Site Plan Submitted by Michael Cusack of Behalf of Verizon Wireless for Construction of a 104' Monopole Communications Tower, a 360 Square Foot Building, Driveway, Parking Area, and Related Appurtenances at the Rear of 491 Eastern Boulevard, Parcel 5-26-103.007

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Concert Cost Analysis

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,
SEPTEMBER 6, 2011.**

Res No. 1

August 3, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Reappointment to the Empire Zone Administrative Board

The term of Robert Lawlor on the Empire Zone Administrative Board expired on May 31, 2011, and he has expressed an interest in being reappointed.

Attached for City Council consideration is a resolution reappointing him to a three-year term, such term expiring on May 31, 2014.

RESOLUTION

Page 1 of 1

Reappointment to the Empire Zone
Administrative Board – Robert Lawlor

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

RESOLVED that the following individual is reappointed to the Empire Zone Administrative Board for a three-year term, such term expiring on April 1, 2014:

Robert Lawlor
1006 Holcomb Street
Watertown, NY 13601

Seconded by

To: The Honorable Mayor and City Council

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

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

The City of Watertown has been awarded \$121,824 from the North Country HOME Consortium to operate a city-wide housing rehabilitation program. Guidelines and administrative procedures must be adopted to implement the program.

Enclosed with each City Council Member's agenda package is a copy of the proposed Guidelines and Administrative Procedures for the City of Watertown's HOME Repair Program. The guidelines are the same as those approved for previous programs with the following changes:

1. Section 3.4 has been added to detail the income targeting requirements that were included in the 2011 Grant Application. That change has been reflected in the selection criteria (Section 5.5) to assure that most of the HOME funds will go to very low income property owners.
2. The procedures for securing energy audits have been clarified in Section 4.2 and a new Section 9.3.
3. The housing rehabilitation standards cited in Section 4.4(c) have been changed to conform with the Model Rehabilitation Standards produced by the National Center for Lead Safe Housing, which have been adopted by the Development Authority for all activities under the North Country HOME Consortium. The new standards will be attached in Appendix C of the final guidelines.

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

RESOLUTION

Page 1 of 1

Adopting Guidelines and Administrative Procedures for the HOME Repair 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 a grant has been received from the North Country HOME Consortium using Federal funds from the United States Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Program to implement a city-wide housing rehabilitation program for owner-occupied one to four family properties, and

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

WHEREAS local guidelines and procedures have been drafted to govern the operation of the Home Repair Program,

NOW THEREFORE BE IT RESOLVED that the proposed Guidelines and Administrative Procedures are hereby adopted and shall become effective immediately for all housing rehabilitation activities conducted with HOME funding provided by the North Country HOME Consortium for Program Year 2011.

Seconded by

CITY OF WATERTOWN

HOME REPAIR PROGRAM

GUIDELINES

AND

ADMINISTRATIVE PROCEDURES

ADOPTED BY THE CITY COUNCIL
August 15, 2011

JEFFREY E. GRAHAM
MAYOR

Copyright © 2011 Avalon Associates, Inc.
All Rights Reserved

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

TABLE OF CONTENTS

PROGRAM GUIDELINES

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

TABLE OF CONTENTS

ADMINISTRATIVE PROCEDURES

7.0	APPLICATION PROCESSING	19
8.0	VERIFICATION OF ELIGIBILITY	20
8.1	Ownership	20
8.2	Income	20
8.3	Insurance and Taxes	22
8.4	FHA Mortgage Limits	22
9.0	INSPECTION, WORK WRITEUP AND CONTRACTOR SELECTION	23
9.1	Property Inspection	23
9.2	Work Writeup	23
9.3	Energy Audits	24
9.4	Lead-Based Paint - Compliance with Part 35 Regulations	25
9.5	Solicitation of Proposals	26
9.6	Selection of Contractor	26
9.7	Contractor Qualifications	26
10.0	PROJECT FILE	27
10.1	Application for Assistance	27
10.2	Project Agreement	27
10.3	Note and Mortgage	27
11.0	CONSTRUCTION CONTRACT	28
11.1	Escrow Account	28
11.2	Subcontractor Approval	28
11.3	Self-Help Method	28
11.4	Pre-Construction Conference	28
11.5	Notice to Proceed	28
12.0	INSPECTION AND PAYMENTS	29
12.1	Construction Inspections	29
12.2	Payment Inspections	29
12.3	Payments	30
12.4	Pre-Payments	30
12.5	Self-Help	30
12.6	Change Orders	31
12.7	Final Payment	31

CITY OF WATERTOWN

HOME REPAIR PROGRAM

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

APPENDIX B LEAD-BASED PAINT HAZARD REDUCTION PLAN

APPENDIX C HOUSING REHABILITATION STANDARDS

APPENDIX D WEATHERIZATION ASSISTANCE PROGRAM
POLICY AND PROCEDURES MANUAL - CHAPTER 5

APPENDIX E STANDARDS FOR HISTORIC REHABILITATION

APPENDIX F PROGRAM FORMS:

Form 100 Project File Checklist
Program Outline

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

Form 102 Inspection Report
Lead-Based Paint Notification to Property Owner
Lead-Based Paint Notification to Tenant
Interagency Referral - Weatherization Assistance Program
Environmental Statutory Checklist
Floodplain Management Worksheet
Assessed Value Opinion

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

Form 104 Contractor Proposal

Form 105 Proposal Tabulation
Project Cost Breakdown (Attachment)
Contract Adjustment (Attachment)

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

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

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

Form 109 Subcontractor Approval

Form 110 Notice to Proceed

Form 111 Inspection Report

Form 112-P Authorization for Progress Payment

Form 112-F Authorization for Final Payment

Form 113 Change Order
Revised HOME Financing Computations (Attachment)

Form 114 Release of Liens and Warranty

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

Form 116 Disposition of Funds Report

Form 117 Contractor Qualifications

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROGRAM GUIDELINES

1.0 GENERAL PROVISIONS

1.1 Statement of Purpose

The purpose of this program is to improve neighborhood conditions in Watertown by promoting repair and rehabilitation of the local housing stock. The primary objective is to eliminate conditions that might become hazardous to the health or safety of local residents. Tests will be conducted to identify radon gas and lead-based paint hazards; and those problems will be addressed in each property where work is completed under this program. Energy conservation improvements, historic preservation and other necessary repairs will be encouraged whenever work is completed under this program.

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

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

1.2 Target Area

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

1.3 **Organization and Authority**

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

a. **City Council**

The city of Watertown has accepted federal funding to support the local HOME Repair Program and agreed to comply with all applicable rules and regulations that are imposed by the U.S. Department of Housing and Urban Development. Specific responsibilities and authority for administration of the program have been delegated in these guidelines. However, the city retains overall responsibility for the program, including the actions of individual employees and consultants who may be involved in these activities. All questions or decisions for which authority has not been specifically delegated in these guidelines must be referred to the City Council for official action.

b. **Project Review Committee**

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

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

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

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

c. Program Coordinator

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

i. Control of the Work:

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

ii. Funding Decisions:

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

iii. Payments:

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

2.0 DEFINITIONS

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

- a. **Affordable Rent** - the maximum rent that can be charged for a rental apartment after assistance is provided under this program. The current rent limits are listed in APPENDIX A based on the 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. **Deferred Payment Loan** - the form of HOME financing that is available under this program. HOME funds will be advanced to pay the cost of Eligible Improvements subject to a lien that is placed on the property and secured by a note & mortgage that is recorded in the County Clerk's office. No payment will be required as long as the property owner complies with all requirements of the program; and each loan is converted to a grant after a five year regulatory period.
- d. **Elderly Household** - a household where the head (or spouse) is 62 years of age or older.
- e. **Eligible Cost** - the total cost of eligible improvements minus any Excess Cost as defined in subparagraph g. of this Section 2.0.
- f. **Eligible Improvements** - rehabilitation activities that are necessary to eliminate code violations and other health and safety problems, to complete energy-related improvements, and to do other work that is required to address problems in a Residential Property.
- g. **Excess Cost** - rehabilitation cost that cannot be considered for assistance under this program, including:
 - i. the cost of ineligible improvements (see Section 4.5);
 - ii. the cost of required improvements in housing units that are occupied by households that are not Lower Income;
 - iii. the cost of required improvements in non-residential portions of eligible properties; and
 - iv. the extra cost incurred when the property owner selects a contractor who was not the low bidder for their project.

- h. **Historic Preservation Standards** - guidelines for rehabilitation of historic properties based on "The Secretary of the Interior's Standards for Rehabilitation" (see APPENDIX E).
- i. **HOME** - the HOME Investment Partnerships Program administered by the Development Authority of the North Country (DANC) under contract with Jefferson County, the lead agency for the North Country HOME Consortium, which is the participating jurisdiction that has received the HOME funding from the U.S. Department of Housing and Urban Development.
- j. **Household Income** - the total annual income for all adult members of the household (including salary or wages, interest, dividends, alimony, social security, pensions, annuities, unemployment or disability benefits, net business or rental income, etc.).
- k. **HUD** - the U.S. Department of Housing and Urban Development, the federal agency providing funding for this program.
- l. **Income Limits** - The income limits specified in APPENDIX A (based on the latest medians established by HUD). Income Limits are adjusted by family size within the following categories:
 - Very Low Income** - Household Income that is not more than 50% of the statewide non-metropolitan median.
 - Low Income** - Household Income that is more than 50% but not more than 60% of the statewide non-metropolitan median.
 - Moderate Income** - Household Income that is more than 60% but not more than 80% of the statewide non-metropolitan median.Collectively, these households are referred to as **Lower Income**. Households with income that is more than 80% of the statewide non-metropolitan median are not Lower Income.
- m. **Lead-Based Paint Regulations** - the rules established by HUD and published in the Code of Federal Regulations at 24 CFR Part 35 detailing special procedures to ensure that housing receiving federal assistance for rehabilitation activities does not pose lead-based paint hazards to young children (see APPENDIX B).
- n. **Minimum Owner Contribution** - funds that must be contributed by the applicant to cover any Excess Cost, as defined in subparagraph g. of this Section 2.0.

- o. **Mixed-Use Property** - a building occupied by business(es) and residential unit(s).
- p. **Owner-Occupied Property** - a Residential Property that is occupied by the property owner as a primary residence.
- q. **Program Coordinator** - the individual or agency designated by the city to administer the HOME Repair Program.
- r. **Project File** - the file maintained by the Program Coordinator including all forms and documentation for each case that is processed through the HOME Repair Program.
- s. **Project Review Committee** - the Committee appointed by the City Manager to review all applications for assistance under this program. The Project Review Committee will interpret these guidelines and approve all financial assistance provided under the program.
- t. **Rehabilitation Standards** - guidelines for rehabilitation of 1-4 unit structures adapted by the North Country HOME Consortium from a model developed by the National Center for Lead-Safe Housing (see APPENDIX C).
- u. **Rent Limit** - the maximum rent that can be charged for apartments that are rehabilitated with assistance under this program. That rent (including an allowance for the cost of utilities paid by the tenant) may not exceed the limits specified by HUD for the Section 8 Housing Choice Voucher Program (see rent limits in APPENDIX A).
- v. **Residential Property** - a building with at least one residential unit. Mixed-Use Property is considered Residential Property.
- w. **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).
- x. **Target Area** - the area where assistance may be provided under this program as detailed in Section 1.2 and APPENDIX A.

3.0 ELIGIBILITY FOR ASSISTANCE

3.1 General Eligibility

Assistance is available under this program for eligible improvements in any owner-occupied 1-4 family Residential Property located in the city of Watertown that is occupied by qualified Lower Income households. All applications for assistance must be filed by the property owner with the following documentation:

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

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

3.2 Eligibility for HOME Assistance

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

Vacant apartments will be eligible for assistance if the property owner agrees to rent those units to Lower Income households with rents that do not exceed the limits for the HUD Section 8 Housing Choice Voucher Program.

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

3.3 FHA Mortgage Limits

HOME loan assistance may not be provided for any property that will have an estimated value (after rehabilitation) that exceeds the Mortgage Limits established by HUD for FHA financing under Section 203(b) of the National Housing Act (12 USC 1709(b)).

3.4 Income Targeting

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

- a. At least 50% of the HOME financing that is available for this program will go to applicants whose Household Income is not more than 50% of the HUD-Adjusted Median Family Income (HAMFI) for non-metropolitan areas in New York State. Those Very Low Income households will receive first priority for assistance under this program.
- b. At least 50% of the financing that is available for applicants who are not Very Low Income will go to applicants whose Household Income is not more than 60% of the HUD-Adjusted Median Family Income (HAMFI) for non-metropolitan areas in New York State. Those Low Income households will receive second priority for assistance under this program.

4.0 ELIGIBLE IMPROVEMENTS

4.1 Priority 1: Health & Safety Improvements

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

- a. **Code Compliance** - any work items required to comply with the New York State Uniform Fire Prevention Code, the New York State Building Code and all local codes for existing construction.
- b. **Rehabilitation Standards** - any work items required to comply with the guidelines for rehabilitation of 1-4 unit structures as detailed in APPENDIX 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 guidelines for rehabilitation of 1-4 unit structures as detailed in APPENDIX C of these guidelines.
- e. **Heating Systems** - installation or upgrading heating systems to maintain a temperature of 68 degrees F. (75 degrees F. for Elderly).
- f. **Structural** - repair or replacement of any defective structural elements, including: porches, foundations, support columns, bearing walls, roofs, subflooring, masonry, etc.
- g. **Windows & Doors** - repair or replacement of damaged windows or doors as required to assure comfort and safety and security.
- h. **Stairs and Platforms** - repair or replacement of any elements of stairs or platforms that might create hazardous conditions.
- i. **Lead-Based Paint** - removal of lead-based paint hazards.
- j. **Radon Gas** - work required to eliminate hazardous concentrations of radon gas in the structure.
- k. **Warning Systems** - all residential units must be equipped with adequate smoke detectors and carbon monoxide detectors.

4.2 Priority 2: Energy Related Improvements

Energy conservation and weatherization improvements are eligible for assistance only if all conditions that might lead to health or safety problems (Priority 1) are being corrected or if none exist. Some of this work can be completed through the local Weatherization Assistance Program. All applicants should be referred to that program 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 Assistance Program can be considered as Priority 2 improvements under this program.

a. Weatherization Referral:

The Weatherization Assistance Program in Jefferson County is administered by the Community Action Planning Council of Jefferson County (CAPC). 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.

When assistance is being provided through the Weatherization Assistance Program (WAP), staff from CAPC will perform an energy audit to identify work that is eligible for WAP funding. Any energy related improvements that cannot be funded through the WAP can be considered as Priority 2 improvements under this program.

b. Energy Audit:

An energy audit should be conducted on each property where improvements are to be completed with HOME financing under this program. There are two possible sources for that audit:

- (1) When assistance is also being provided through the Weatherization Assistance 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.
- (2) Contractors who are certified by the Building Performance Institute (BPI) can provide energy audits if they have the required training and equipment (eg: for blower door testing, furnace or boiler testing, appliance testing, etc.). Those contractors may be hired for this service if it is not available through the Weatherization Assistance Program.

4.3 Priority 3: Other Necessary Improvements

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

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

4.4 Applicable Standards

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

- a. **Code Compliance** - when the rehabilitation work is completed, each property must comply with all applicable codes, including the New York State Uniform Fire Prevention Code, the New York State Building Code and all local codes and ordinances.
- b. **Lead-Based Paint** - any activities that disturb painted surfaces must comply with the regulations at 24 CFR Part 35 unless the property is exempt or the work qualifies under the de minimis limitations detailed in those regulations (see APPENDIX B).
- c. **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 C).
- d. **Energy Conservation** - the results of an energy audit using the TIPS protocol (see APPENDIX D) should be used to qualify work as Priority 2 improvements; and Energy Star approved materials and appliances should be used for all improvements to be completed with assistance under this program.
- e. **Historic Preservation** - properties identified by the State Historic Preservation Office as having historic, architectural or cultural significance will be rehabilitated in accordance with the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (see APPENDIX E).

4.5 Ineligible Improvements

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

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

4.6 Contract Method

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

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

4.7 Self-Help Method

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

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

4.8 Combination Self-Help & Contract Method

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

5.0 FINANCIAL ASSISTANCE

HOME financing will be available to pay the cost of Eligible Improvements in owner-occupied 1-4 family Residential Properties that have been identified as substandard and are occupied by households that qualify as Lower Income. The current Income Limits are listed in the chart in APPENDIX A. Those figures are adjusted annually based on the median incomes calculated by HUD.

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

HOME financing may not be provided for improvements in residential units occupied by households that do not qualify as Lower Income or in the non-residential portion of eligible properties, including garages, storage sheds or other outbuildings. However, improvements may be needed in those areas to satisfy the requirements of Section 4.1 or 4.4; and that work must be completed if any assistance is provided under this program. But the cost of that work will be Excess Cost which is included in the Minimum Owner Contribution required by Section 5.4 of these guidelines.

5.1 Deferred Payment Loans

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

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

This repayment obligation expires five years after the date of final payment.

5.2 Loan Calculation

For work to be performed by a contractor, HOME loans will be calculated on the basis of the lowest proposal submitted by a qualified contractor. The property owner may select any contractor who is qualified to work under the program subject to the provisions of Section 5.4.d.

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

5.3 Multiple Loans

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

5.4 Minimum Owner Contribution

The property owner may be required to contribute cash to the project if the cost of the work exceeds \$25,000 for any housing unit or the project includes any work that is not eligible for assistance under this program. The Minimum Owner Contribution must include any Excess Cost, as follows:

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

The Minimum Owner Contribution may not be reduced by financing from any other federal or state programs. The required owner contribution must be deposited with the city before any work can begin on the project.

5.5 Selection Criteria

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

- a. At least 50% of the financing assistance that is available under this program will be targeted to applicants who qualify as Very Low Income (less than 50% of the median); and at least 50% of the remaining funds will be targeted to applicants who qualify as Low Income (less than 60% of the median).
- b. Properties with owners whose Household Income is at the public assistance level (30% of the median) will be given preference over other owners who qualify as Lower Income (80% of the median).
- c. Properties with owners whose household income is fixed (eg: social security, retirement, disability, etc.) will be given preference over properties with owners whose income is from sources that could increase in the future.
- d. Preference may be given to properties that need emergency repairs to eliminate problems that are an immediate threat to the structural integrity of the building or the health and safety of the occupants.
- e. 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.
- f. Properties where previous improvements have been made with federal or state assistance may be assisted under this program only after all other qualified applications on file have been considered.

5.6 Imminent Threat Situations

If unforeseen circumstances occur after work has commenced that are hazardous to the health or safety of the occupants or threatening to the structure, an increase in the HOME financing may be authorized by the City Manager on the recommendation of the Program Coordinator. In these cases, the HOME financing may exceed the limits established in Section 5.1 of these guidelines if required to eliminate the conditions that threaten the occupants or the structure. A change order, signed by the City Manager, must be included in the Project File with complete documentation of the circumstances that justify this action.

6.0 SPECIAL CONDITIONS

The following special conditions apply in all cases where HOME assistance is provided under this program.

6.1 Property Taxes

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

6.2 Insurance

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

6.3 Sale and Occupancy Limitation

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

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

This sale limitation expires five years after the work is completed.

6.4 Rent Limitation

If there are rental apartments in the property, the owner must agree to limit rents for a period of five years after the work is completed. The current Rent Limits are listed in APPENDIX A. Those 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.

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

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

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

If any apartment is rented to a tenant who does not qualify as Lower Income or the rent for any apartment (including an allowance for utilities paid by the tenant) exceeds the applicable Rent Limit, the property owner must repay a portion of the HOME loan as detailed in Section 6.3 above.

This rent limitation expires at the end of the five year regulatory period and no repayment will be required if the property owner has satisfied all other terms and conditions of the Project Agreement.

CITY OF WATERTOWN

HOME REPAIR PROGRAM

ADMINISTRATIVE PROCEDURES

7.0 APPLICATION PROCESSING

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

Function	Reference Section
Explain the program to interested applicants.	Section 1.0 - 6.0
Complete the preapplication form.	APPENDIX F, Form 101
Collect eligibility documentation from the owner.	Section 8.0
Inspect the property to identify problems and outline required work on the inspection report.	Section 9.1 APPENDIX F, Form 102
Prepare a work writeup and cost estimate for review and approval by the owner.	Section 9.2 APPENDIX F, Form 103
Distribute the work writeup to qualified contractors and collect proposals.	Section 9.4 APPENDIX F, Form 104
Property owner selects the contractor & decides on the scope of work for the project.	APPENDIX F, Form 105
Present application for assistance to Project Review Committee for approval.	Section 10.1 APPENDIX F, Form 106
Prepare project agreement and loan documents for signature.	Section 10.2 APPENDIX F, Form 107
Prepare construction contract and collect insurance certificates from contractor.	Section 11.0 APPENDIX F, Form 108
Periodic inspection of work in progress and payments to contractor for completed work.	Section 12.1 - 12.5 APPENDIX F, Form 111,112
Certify completion of construction and authorize final payment.	Section 12.7 APPENDIX F, Form 114-116

8.0 VERIFICATION OF ELIGIBILITY

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

8.1 Ownership

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

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

Land contracts and life tenancy agreements are not acceptable proof of ownership even if those documents are recorded in the County Clerk's office.

8.2 Income

The Program Coordinator must verify the current annual Household Income of the applicant and each tenant to determine eligibility for HOME financing. Household Income must include all income from all sources for each adult member of the household (includes all persons aged 18 or older). A complete, signed copy of the latest federal tax return with all schedules and attachments (W-2, 1099, etc.) will always be requested as basic income documentation. However, the tax return does not document current income; and it might not include some income sources that are not taxable, but which must be considered as part of the Household Income for this program. The following paragraphs detail the additional documentation that must be collected and maintained in the Project File for different types of income.

a. Salary or Wages

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

b. Social Security

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

c. Pensions

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

d. Unemployment or Disability

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

e. Personal Assets

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

f. Income from Real Estate

Details of all income from rental properties. The net amount of such income after deducting actual cash expenses related to those properties must be included in the Household Income.

g. Business Income

Net income from all business activities must be included in the Household Income. Schedule C of the federal tax return will be used to document business income. Any non-cash expenses that have been included (eg: depreciation or amortization deductions) and personal or household expenses that have been paid by the business will be 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 real estate taxes and other local service charges have been paid for all properties owned by the applicant in the city of Watertown, as follows:

a. Hazard Insurance

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

b. Flood Insurance

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

c. Real Estate Taxes

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

d. Water and Sewer Charges

The Project File must include copies of the latest water and sewer bills stamped to show receipt of payment in full. As an alternative, the Program Coordinator may accept written statements from the city to document current payment of these charges.

8.4 FHA Mortgage Limits

The Program Coordinator must determine that the value of the property will not exceed the Mortgage Limits established under Section 203(b) of the National Housing Act (12 USC 1709(b)). Generally, that value will be the assessment adjusted to "full value" by applying the current equalization rate provided by the New York State Department of Equalization and Assessment. As an alternative, the Program Coordinator may accept a recent appraisal to establish current value. For these purposes, it is assumed that the proposed improvements will not affect the property value.

9.0 INSPECTION, WORK WRITEUP AND CONTRACTOR SELECTION

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

9.1 Property Inspection

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

9.2 Work Writeup

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

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

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

9.3 Energy Audits

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

a. Referral to Weatherization:

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

b. Rehabilitation with an Energy Audit:

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

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

c. Rehabilitation without an Energy Audit:

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

Any eligible or appropriate repairs that meet the standards for the HOME Repair Program but are not funded under the Weatherization Assistance Program will be included in the work writeup that is prepared by the Program Coordinator.

9.4 Lead-Based Paint - Compliance with Part 35 Regulations

Federal regulations at 24 CFR Part 35 require that special procedures be used for rehabilitation work on properties that were built before 1978. If that work is financed with federal funds from HUD, painted surfaces must be tested to determine whether lead-based paint is present; and any work that disturbs those painted surfaces must be performed by contractors who are trained to use "safe work practices" that will not create a hazard for young children in the property. When all work is completed, the work site must be inspected by a "certified" inspector to assure that no dust is present that is contaminated with lead-based paint.

- a. Certain properties and improvements are exempt under §35.115 of the regulations and do not require lead-based paint inspections or the use of trained contractors for rehabilitation activities, including:
 - (1) any dwelling unit with zero bedrooms (includes SRO units);
 - (2) elderly housing (unless a child younger than 6 lives there);
 - (3) residential property that has been inspected and found to have no lead-based paint;
 - (4) residential property in which lead-based paint has been identified and removed and clearance has been achieved;
 - (5) non-residential property or portions of a mixed use property that are not used for human residential habitation; and
 - (6) rehabilitation work that does not disturb a painted surface.

- b. The Part 35 regulations do not apply for rehabilitation activities that disturb small areas of painted surfaces within the *de minimis* limits detailed in §35.1350(d) of the regulations, as follows:
 - (1) 20 square feet (2 square meters) on exterior surfaces;
 - (2) 2 square feet (0.2 square meters) on interior surfaces in any one room or space; or
 - (3) 10 percent of the total surface area of any interior or exterior building component with a small surface area.

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

9.5 Solicitation of Proposals

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

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

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

9.6 Selection of Contractor

The property owner may select any qualified contractor who submits an acceptable proposal for the activities detailed in the work writeup. However, it should be understood that the HOME financing will be calculated on the basis of the lowest acceptable proposal received from a qualified contractor in this process. If another proposal is selected, the property owner will be required to pay the difference between the amount of that proposal and the lowest acceptable proposal received. That Excess Cost will be included in the Minimum Owner Contribution.

9.7 Contractor Qualifications

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

10.0 PROJECT FILE

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

10.1 Application For Assistance

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

- a. The preapplication (Form 101) with documentation of income, ownership, insurance and payment of taxes and other charges.
- b. The inspection report (Form 102) listing all code violations and other problems identified in the property.
- c. The work writeup (Form 103) detailing all improvements needed to eliminate the problems identified in the property.
- d. Copies of all contractor proposals (Form 104) received from qualified contractors for this work.
- e. The proposal tabulation (Form 105) listing the contractor selected and those work items accepted by the property owner.
- f. The application for assistance (Form 106) detailing the sources of all funds for the proposed project.

10.2 Project Agreement

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

10.3 Note and Mortgage

A note and mortgage will be required to secure repayment of the HOME loan and to assure compliance with the sale and occupancy and rent limitations detailed in Sections 6.3 and 6.4 of these guidelines. Those documents will be recorded in the office of the County Clerk.

11.0 CONSTRUCTION CONTRACT

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

11.1 Escrow Account

In all cases where the property owner is required to contribute to the cost of rehabilitation activities, the full amount of that contribution must be delivered to the Program Coordinator for deposit in a special escrow account to be controlled by the city. Those funds will be used for payments to the contractor before any HOME funds are advanced.

11.2 Subcontractor Approval

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

11.3 Self-Help Method

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

11.4 Pre-Construction Conference

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

11.5 Notice to Proceed

After all insurance binders are on file and the owner contribution is deposited (if applicable), a notice to proceed (Form 110) will be given to the contractor specifying a start date and a maximum time period for completion of all construction activities.

12.0 INSPECTION AND PAYMENTS

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

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

12.1 Construction Inspections

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

12.2 Payment Inspections

An inspection of the work in place will be required before any progress payment or final payment can be considered. The property owner and the contractor should be present at all payment inspections. An inspection report (Form 111) will be prepared for each progress payment and for the final payment. That report will be reviewed with the property owner and the contractor to assure that both parties agree about the items of work that have been completed and for which payment is being requested. The Program Coordinator will sign the inspection report indicating compliance with the program guidelines. The property owner will sign the inspection report indicating acceptance of the work and authorization for the payment being requested. A payment authorization (Form 112-P) must be completed and signed by the property owner and the Program Coordinator before any payment is approved by the city.

12.3 Payments

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

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

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

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

12.4 Pre-Payments

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

12.5 Self-Help

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

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

12.6 Change Orders

Change orders will be considered only for unforeseen problems that are found during the course of the work. However, no change order will be considered unless the change is necessary to complete the activities that were included in the approved scope of work for which HOME financing was awarded.

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

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

12.7 Final Payment

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

Before the final payment is released, the property owner will sign a certificate of completion (Form 115); and the Program Coordinator will prepare a disposition of funds report (Form 116).

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

City of Watertown

HOME REPAIR PROGRAM



CITY OF WATERTOWN

HOME REPAIR PROGRAM

HOUSEHOLD INCOME LIMITS FOR HOME GRANT ELIGIBILITY

Applicable to non-metropolitan areas in New York State

(Effective May 31, 2011)

Family Size	80% of Median	60% of Median	50% of Median
1 Person	\$31,450	\$23,550	\$19,650
2 Person	\$35,950	\$26,950	\$22,450
3 Person	\$40,450	\$30,300	\$25,250
4 Person	\$44,900	\$33,650	\$28,050
5 Person	\$48,500	\$36,350	\$30,300
6 Person	\$52,100	\$39,050	\$32,550
7 Person	\$55,700	\$41,750	\$34,800
8 Person	\$59,300	\$44,450	\$37,050

Income limits for households larger than eight persons are determined by adding \$3,600 (80% of Median) or \$2,700 (60% of Median) or \$2,200 (50% of Median) for each additional person in the household. These figures are adjusted annually to match the income limits established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Choice Voucher Program.

Source: HUD NOTICE PDR-2011-02 dated May 31, 2011
 From: Robert C. Ryan
 Acting Federal Housing Commissioner
 Re: Fiscal Year 2011 Income Limits
 for Public Housing and Section 8 Programs

CITY OF WATERTOWN

HOME REPAIR PROGRAM

RENT LIMITS FOR APARTMENTS WITH HOME ASSISTANCE

Applicable to Jefferson County in New York State

(Effective October 1, 2010)

<u>Unit Size</u>	<u>Fair Market Rent</u>
0 Bedroom	\$644 / month
1 Bedroom	\$646 / month
2 Bedroom	\$776 / month
3 Bedroom	\$1,000 / month
4 Bedroom	\$1,051 / 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 75, Number 191, October 4, 2010

LEAD-BASED PAINT HAZARD REDUCTION PLAN

The City of Watertown is administering housing rehabilitation and home ownership programs with federal funding received from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program and the Home Investment Partnership (HOME) Program. Those activities are subject to the regulations at 24 CFR Part 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, which were published in the Federal Register on September 15, 1999 (Volume 64, Number 168).

Before any work is done under the rehabilitation or home ownership program, each property is inspected to identify problems that should be addressed to eliminate violations of the state building code, problems that might create health or safety hazards for the occupants or their neighbors, and other conditions that the property owner wants considered as part of the project. That inspection includes a "risk assessment" to identify deteriorated paint surfaces and other conditions that might create lead-based paint hazards (ie: friction surfaces, impact surfaces, chewable surfaces and bare soil areas). Where appropriate, additional inspection, testing or evaluations may be conducted to confirm the presence of lead-based paint and determine the appropriate treatment to reduce lead hazards that might exist in the property.

Exemptions:

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

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

De Minimis Levels:

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

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

Risk Assessment (§35.1320):

In all cases, a "risk assessment" must be conducted before any rehabilitation work is done with assistance under the local housing rehabilitation or home ownership programs. This process includes a visual assessment of the property and paint testing for any deteriorated or damaged surfaces and any painted surfaces that will be disturbed in the course of the rehabilitation activities. This inspection must be conducted by a certified risk assessor. Paint testing may be done with an x-ray fluorescence (XRF) gun or by a certified testing laboratory from paint chips and soil samples provided by the inspector. The following standards will be used to establish the presence of lead-based paint that is subject to the regulations:

- 1.0 mg/cm² or 0.5% by weight or 5,000 ppm for paint testing
- 400 µg/g for soil samples in play areas
- 2,000 µg/g for soil samples in other areas with bare soil more than 9 square feet
- 40 µg/square foot for dust samples on floors (including carpet)
- 250 µg/square foot for dust samples on window sills

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

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

When lead-based paint hazards are identified in this evaluation, a written notice will be given to each occupant of the property within 15 days after the test results are received detailing those results and identifying the person who can be contacted for more information.

Interim Controls:

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

- stabilization of deteriorated lead-based paint
- treatment of friction surfaces when lead dust is found on the nearest horizontal surface
- treatment of impact surfaces if the lead-based paint is damaged by impact
- treatment of chewable surfaces with lead-based paint
- dust hazard controls including cleaning of horizontal surfaces (floors, stairs, sills, troughs)
- covering of bare soil areas (with gravel, bark, sod or artificial turf)

The methods to be used for these activities should be detailed in the risk assessment report that is prepared for each property (see description above).

Safe Work Practices (§35.1350) must be used for all activities that disturb painted surfaces where lead-based paint is known (or presumed) to be present. §35.1345 of the regulations details special procedures that must be followed to prepare the work site and assure that the occupants are protected from lead-based paint hazards that might be created during the course of the work.

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

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

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

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

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

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

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

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

Notice - (§35.125) a written notice will be given to each occupant of the property within 15 days after the hazard reduction activities are completed and the clearance test results are received detailing the nature and scope of all work that was done, listing the location of any lead-based paint that remains, detailing the results of the clearance testing and identifying the person who can be contacted for more information.

Contractors:

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

The lead-based paint regulations have added special requirements for contractors who participate in the local housing rehabilitation program. Now, all contractors and their workers must be trained to use "safe work practices" when doing work that includes "interim controls" on painted surfaces that are known (or presumed) to have lead-based paint. Individual certificates are kept on file in the Rehabilitation Office to show that this requirement has been met.

City of Watertown
HOME REPAIR PROGRAM
Original Forms

(8/15/2011)

Copyright © 2011 Avalon Associates, Inc.
All Rights Reserved

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 HOME Repair Program. Any other use of these forms without the express written consent of Avalon Associates, Inc. is illegal and unauthorized and subject to liquidated damages of \$5,000 per violation.

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROJECT FILE CHECKLIST

Project Location:		Case No:
Property Owner:		
Address:		
Date	Description	(Form No.)
	Preapplication Received	(Form 101)
	Eligibility Documentation: <input type="checkbox"/> Ownership <input type="checkbox"/> Income <input type="checkbox"/> Insurance <input type="checkbox"/> Taxes/W&S	
	Interagency Referral Form Mailed to Weatherization Assistance Program	
	Energy Services Application Mailed to EmPower New York	
	Energy Audit Completed (Results in Project File; Copy to Owner)	
	Lead-Based Paint Testing & Risk Assessment Completed (Results in Project File; Copy to Owner)	
	Lead-Based Paint Notification Signed by Property Owner (and Tenants, if applicable)	
	Lead-Based Paint Brochures and Information Materials Delivered to Property Owner	
	Radon Gas Information Materials Delivered to Property Owner	
	Radon Test Kit Retrieved from Property and Mailed to Testing Laboratory	
	Floodplain Management Worksheet in Project File	
	Environmental Statutory Checklist in Project File	
	Assessed Value Opinion in Project File	
	Inspection Report Completed	(Form 102)
	Work Write-up Approved by Property Owner	(Form 103)
	Proposal Package Distributed to Contractors	
	Contractor Proposals Received	(Form 104)
	Contractor Selected by Property Owner	(Form 105)
	Application for Assistance Submitted by Property Owner	(Form 106)
	24 CFR Part 35 Applicability Worksheet Completed and in Project File	
	HOME Financing Approved by Community Development Board	(Form 106)
	Notification of Rent Limitations Distributed to Tenant(s)	
	Review Lease for Terms and Provisions Prohibited by 24 CFR 92.253	
	Project Agreement Executed	(Form 107)
	Note & Mortgage Signed by Property Owner (hold in file until work is completed)	
	Project Setup Submitted to DANC	
	Owner Contribution Deposited in Escrow Account	
	Construction Contract Executed	(Form 108)
	Subcontractor(s) Approved by Property Owner	(Form 109)
	Contractor/Subcontractor Certification of Lead-Based Paint Compliance in Project File	
	Contractor/Subcontractor Insurance Binders in Project File	
	Notice to Proceed Issued by Property Owner	(Form 110)
	Progress Inspection and Payment Authorization	(Form 111, 112)
	Progress Inspection and Payment Authorization	(Form 111, 112)
	Change Order and Funding Adjustment	(Form 113)
	Final Inspection and Payment Authorization	(Form 111, 112)
	Release of Liens and Warranty Signed by Contractor	(Form 114)
	Lead Clearance Achieved (Test Results in Project File)	
	Certificate of Completion from Property Owner	(Form 115)
	Final Payment to Contractor	
	Disposition of Funds Report to Property Owner	(Form 116)
	Note & Mortgage Recorded in County Clerk's Office	
	Completion Report Submitted to DANC	

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROGRAM OUTLINE

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

A Program Coordinator is available to help you identify eligible improvements in your property and determine the best way to complete that work. He will also help you find qualified local contractors who can complete the work you want to do on your property. Federal regulations and local program guidelines limit eligible improvements to those work items needed to eliminate code violations and address other serious problems. Public funds are provided to support this program; and those funds cannot be used for general remodeling, additions or other work that is not necessary to address problems in the property. The Program Coordinator will explain the guidelines and identify eligible improvements; but you will make all decisions about that work. Neither the city nor the Program Coordinator will be responsible or liable for the work on your property.

Financial assistance will be available to qualified applicants to help pay the cost of eligible improvements that are completed under this program. That financing will be in the form of a deferred payment loan that will not be repaid as long as you comply with all program guidelines.

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

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

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

INCOME DOCUMENTATION

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

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

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

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

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

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

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

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

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

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

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PREAPPLICATION

APPLICANT INFORMATION		Date:	Case No:
Name:		Phone:	
Address:		Family Size:	
PROPERTY INFORMATION		# Housing Units:	
Section/Block/Lot No:	Current Assessment:		
Equalization Rate:	Calculated Full Value:		
OWNER'S HOUSEHOLD INFORMATION			
Please provide the following information about ethnicity and race for your household. This information is required for reports to the U.S. Department of Housing and Urban Development (HUD), the federal agency providing funding for this program. It will be used only for those reports.			
Ethnicity: (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		Race: (select one or more) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White	
List the names of all adults in your household who are over the age of eighteen and provide income certifications for each of these people. Attached? ___ YES ___ NO			
Employer:			
Employer:			
Employer:			
List the names of all children in your household who are under the age of seven. Have any of them been diagnosed with elevated blood level (EBL) for lead? ___ YES ___ NO			
Age:		EBL:	
Age:		EBL:	
Age:		EBL:	
This Preapplication is being submitted to establish eligibility for assistance under the HOME Repair Program in Watertown. I understand that additional documentation will be required and give permission for representatives of the city to contact the employers listed above to verify this information.		Signed: _____	

TENANT INFORMATION

List the names of all tenants who occupy apartments in this property and provide documentation of tenant eligibility for each household. Attached? YES NO

Apt. No: # of Bedrooms:

Apt. No: # of Bedrooms:

Apt. No: # of Bedrooms:

PROPOSED IMPROVEMENTS

List any problems in the property and other improvements proposed for inclusion in the project to be considered for assistance under the HOME Repair Program in Watertown:

PREVIOUS FEDERAL OR STATE ASSISTANCE

In the past, has any work been done at this property with federal or state assistance? If the answer is YES, describe (date, work items, cost): YES NO

CURRENT MORTGAGE FINANCING

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

Bank: Amount:

Bank: Amount:

CITY OF WATERTOWN

HOME REPAIR PROGRAM

TENANT ELIGIBILITY

TENANT INFORMATION	Date:	Case No:
Name:	Phone:	Family Size:
Address:	Apartment #:	# of Bedrooms:
HOUSEHOLD INFORMATION		
Please provide the following information about ethnicity and race for your household. This information is required for reports to the U.S. Department of Housing and Urban Development (HUD), the federal agency providing funding for this program. It will be used only for those reports.		
Ethnicity: (select only one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Race: (select one or more) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White	
List the names of all adults in your household who are over the age of eighteen and provide Income Certifications for each of these people. Attached? <u>YES</u> <u>NO</u>		
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? YES <u>NO</u>		
Age:		EBL:
Age:		EBL:
Age:		EBL:
HOUSING EXPENSE INFORMATION		
Provide your current rent and indicate which utilities are paid by you or included in the rent. Utility allowances will be calculated by the Program Administrator.		
Rent	\$ / month	
Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Cooking (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Other Electric	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Water Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Total Rent & Utility Allowances	\$ / month	
This information is being submitted to support a Preapplication for assistance under the HOME Repair Program in Watertown. I understand that additional documentation will be required and give permission for representatives of the city to contact the property owner and/or the employers listed above to verify this information.		Signed: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INCOME CERTIFICATION

Name:	Case No:
Address:	Phone:

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

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

CERTIFICATION

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

Signed: _____ Date: _____

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

Schedule A - Personal Assets

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

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

Schedule B - Real Estate Income

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

Schedule C - Business Income

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

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

INSPECTION REPORT

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

LEAD-BASED PAINT NOTIFICATION TO PROPERTY OWNER

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

Sources of Lead-Based Paint

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

Hazards of Lead-Based Paint

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

Symptoms of Lead-Based Paint Poisoning

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

Advisability and Availability of Blood Lead Level Screening

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

Precautions to Prevent Lead-Based Paint Poisoning

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

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

Property Owner Maintenance and Treatment of Lead-Based Paint Hazards

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

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

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

Signature: _____ Date: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

LEAD-BASED PAINT NOTIFICATION TO TENANT

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

Sources of Lead-Based Paint

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

Hazards of Lead-Based Paint

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

Symptoms of Lead-Based Paint Poisoning

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

Advisability and Availability of Blood Lead Level Screening

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



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

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

Interagency Referral

Reference Number Case No. 11-00

SUBGRANTEE NAME Neighbors of Watertown	DATE
---	------

SUBGRANTEE ADDRESS
112 Franklin Street, Watertown, NY 13601

REFERRING AGENCY (Name and Address)
Same

AGENCY REPRESENTATIVE CERTIFYING THIS INFORMATION
 (Print) _____ (Signature) _____

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

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

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

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

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

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

HOUSING TYPE

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

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

<input type="checkbox"/> This individual: <input type="checkbox"/> has moved <input type="checkbox"/> is selling the home <input type="checkbox"/> has died <input type="checkbox"/> no longer wants weatherization <input type="checkbox"/> is not eligible for weatherization <input type="checkbox"/> is not a priority for the service <input type="checkbox"/> Attempts to contact this household have been unsuccessful	<input type="checkbox"/> This individual has been contacted and~ <input type="checkbox"/> energy audit will be conducted on or about _____ <input type="checkbox"/> will receive weatherization on or about _____ <input type="checkbox"/> weatherization was completed on _____ <input type="checkbox"/> landlord will not allow service <input type="checkbox"/> dwelling was previously weatherized on _____	Unit: <input type="checkbox"/> will <input type="checkbox"/> will not require additional service <input type="checkbox"/> Client needs the following services: _____ _____ _____
--	--	---

COMMENTS
 City of Watertown has HOME funding available for single-family owner-occupied households with income below 80% of the HUD-adjusted Median Family Income. Since this applicant might also be eligible for weatherization assistance, we would like to explore the possibility of coordinating our activities with the services that can be provided by the local Weatherization Assistance Program.

REFERRING AGENCY REPRESENTATIVE TITLE

CITY OF WATERTOWN

HOME REPAIR PROGRAM

ENVIRONMENTAL STATUTORY CHECKLIST

Applicant:	Project No:
Property Address:	

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

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

Prepared by: _____

Signature

Date:

Name:

Title:

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

FLOODPLAIN MANAGEMENT WORKSHEET

Property Address: _____

FIRM Map Number: _____ Effective Date: _____

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

(If no, do not proceed further. Sign and date the form and place it in the Project File)
(If yes, continue to determine if the proposed project is a "substantial improvement")

Proposed Activities:

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

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

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

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

(If yes, stop here. The project is subject to review by the Office of Parks, Recreation and Historic Preservation for impacts on cultural and historic resources)
(Also, check with the local Code Enforcement Office to determine if the project is subject to local floodplain regulations. If no, continue with the worksheet)

Analysis:

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

(If the ratio on Line 5 is 50% or more, the project is a "substantial improvement".
Notify DANC before proceeding further)
If not, place this form in the Project File and proceed with the project)

Prepared by: _____ Date: _____

**CITY OF WATERTOWN
HOME REPAIR PROGRAM**

ASSESSED VALUE OPINION

Applicant: _____ Project No. _____

Property Address: _____

Section, Block, and Lot No.: _____

Assessed Value of Property: _____

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

One-Family Property	\$271,050
Two-Family Property	\$347,000
Three-Family Property	\$419,425
Four-Family Property	\$521,250

Assessor: _____ Date: _____

FHA Mortgage Limits List - FHA Forward

✓ Message: MORTGAGE LIMITS SUCCESSFULLY COMPLETED
SUCCESS

Mortgage maximums as of Wednesday February 25, 2009
(1 records were selected, 1 records displayed.)

MSA Name	MSA Code	Division	County Name	County Code	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Y.
WATERTOWN-FORT DRUM, NY (MICRO)	48060		JEFFERSON	045	NY	\$271,050	\$347,000	\$419,425	\$521,250	\$120,000	01/01/2010	CY2011

Selection criteria

Sorted by: County
 State: NY
 County: Jefferson
 County Code:
 MSA Name:
 MSA Code:
 Limit Type: FHA Forward
 Last Revised:

The CY2011 basic standard mortgage limits for FHA insured loans are:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$271,050.00	\$347,000.00	\$419,425.00	\$521,250.00
HECM	\$625,500.00			
Fannie/Freddie	\$417,000.00	\$533,850.00	\$645,300.00	\$801,950.00

High cost area limits are subject to a ceiling based on a percent of the Freddie Mac Loan limits
 The ceilings for CY2011 are:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$625,500.00	\$800,775.00	\$967,950.00	\$1,202,925.00
HECM	\$417,000.00			
Fannie/Freddie	\$625,500.00	\$800,775.00	\$967,950.00	\$1,202,925.00

Section 214 of the National Housing Act provides that mortgage limits for Alaska, Guam, Hawaii, and the Virgin Islands may be adjusted up to 150 percent of the new ceilings. This results in new CY2011 ceilings for these areas of:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$938,250.00	\$1,201,162.00	\$1,451,925.00	\$1,804,387.00
Fannie/Freddie	\$938,250.00	\$1,201,162.00	\$1,451,925.00	\$1,804,387.00

This is a listing of the FHA single family mortgage limits. This listing was downloaded from the Department's Computerized Home Underwriting Management System. Since mortgage limits are updated constantly, please contact the [Homeownership Center](#) if you believe this information is in error.

You may download the mortgage limits data and it's file description using the [File Layouts Page](#).

Please Note: [Mortgagee Letter 2009-07](#) replaces the HECM limits described in [Mortgagee Letter 2008-35](#). It also replaces Forward Limits described in [Mortgagee Letter 2008-36](#).



[Previous](#)

CITY OF WATERTOWN

HOME REPAIR PROGRAM

WORK WRITEUP

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

SAFE WORK PRACTICES

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

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

Safe Work Practices:

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

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

Clearance:

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROPOSAL TABULATION

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

APPLICATION FOR ASSISTANCE

PROPERTY INFORMATION	Date:	Case No:
Project Location:	Number of Units:	
Property Owner:	Phone:	
Address:		
Assessment:	FHA Limits: \$271,050 One-Family \$347,000 Two-Family \$419,425 Three-Family \$521,250 Four-Family	
Equalization Rate:		
Full Value:		
HOME-DPL SUMMARY		
Total Cost of Improvements (see Attachment, Line D.1)		\$
HOME-DPL Award (see Attachment, Line D.4)		\$
Property Owner Contribution (see Attachment, Line D.6)		\$
HOME FINANCING SUMMARY		
HOME-DPL Financing		\$
Fees for Project-Related Soft Costs		\$
Fees for Lead Paint Inspection, Energy Audit, Radon Test		\$
Total HOME Financing		\$
APPLICANT CERTIFICATION		
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.		
Signed: _____		
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).		

HOME FINANCING COMPUTATIONS

A. Income Eligibility:	Owner	Apt. #2	Apt. #3	Apt. #4
1. Family Size				
2. Annual Household Income				
3. Income Limit (APPENDIX A)				
4. Qualified as Lower Income?	__ Yes __ No	__ Yes __ No	__ Yes __ No	__ Yes __ No
B. Rent Eligibility:				
1. Number of Bedrooms in Unit				
2. Rent Limit (APPENDIX A)				
3. Current Rent				
4. Utility Allowance				
5. Housing Expense (B.3+B.4)				
6. Under Current Rent Limit?		__ Yes __ No	__ Yes __ No	__ Yes __ No
C. HOME-DPL Computation:				
1. Cost of Accepted Work Items				
2. Ineligible Cost (NO on Line A.4 or B.6)				
3. Cost of Eligible Work (C.1 - C.2)				
4. Low Bid for Eligible Work				
5. Contract Adjustment (C.3 - C.4)				
6. Excess Cost (C.2 + C.5)				
7. Eligible Cost (C.1 - C.6)				
8. Financing Limit (C.7, max. \$25,000/u.)				
D. Allocation of Project Cost:				
1. Total Cost of Improvements		(Total from Line C.1)		
2. Excess Cost		(Total from Line C.6)		
3. Line D.1 - Line D.2		(not less than 0)		
4. HOME-DPL Authorization		(Lesser of Line D.3 or Total from Line C.8)		
5. Line D.3 - Line D.4		(not less than 0)		
6. Owner Contribution		(Line D.2 + Line D.5)		

CITY OF WATERTOWN

HOME REPAIR PROGRAM

TENANT NOTIFICATION OF RENT LIMITATIONS

Project Location:		Date:
Property Owner:		
Tenant:		Apt. No:
CURRENT HOUSING EXPENSES		
Current Rent	\$ /month	
Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Cooking (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Other Electric	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Water Heating (Natural Gas/Bottle Gas/Oil/Electric)	\$ (allowance)	<input type="checkbox"/> paid by tenant <input type="checkbox"/> included in rent
Total Rent & Utility Allowances	\$ /month	
Current Fair Market Rent (___ Bedroom Unit)	\$ /month	

Section 6.4 of the guidelines for the HOME Repair Program requires that rental apartments in properties where improvements are made with assistance under this program must be rented to qualified Lower Income families for five years after all work is completed. During that time period, rents (including an allowance for utilities paid by the tenant) may not exceed the current Fair Market Rent established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Housing Choice Voucher Program.

The rent and utility allowances for 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 city if you believe this information is not correct.

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 city and they will investigate to determine if this requirement is being satisfied.

I acknowledge receipt of this notification and understand that my apartment is subject to rent limitations for five years after completion of the improvements on this property.

Signed: _____ (Tenant) Date: _____

HOME LOAN RECOMMENDATION

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

Recommended: _____ Date: _____
Program Coordinator

REVIEW CHECKLIST

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

DECISION

Based on the recommendation of the Program Coordinator and after review of the Project File, the requested HOME financing assistance is approved, subject to execution of the Grant Agreement (Form 107), execution of a Construction Contract (Form 108) for the proposed improvements and receipt by the city of the required Owner Contribution.

Approved: _____ Date: _____
Project Review Committee

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROJECT AGREEMENT

THIS AGREEMENT, between _____ (the "Owner") and the city of Watertown (the "City") details the mutual understandings of the parties regarding improvements to be made by the Owner under the local HOME Repair Program (the "Program") on the property located at:

The Application for Assistance (Form 106) and all other documents that are included in the project file for this property are hereby incorporated in and made a part of this Agreement.

I. REHABILITATION IMPROVEMENTS

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

II. HOME FINANCING ASSISTANCE

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

HOME-DPL Authorization	\$
Owner Contribution	\$
Total Project Cost	\$

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

- A. The Owner Contribution must be deposited in an escrow account established by the City before any work may begin on this project. Those funds will be used before any other funds are advanced for this project.
- B. HOME Loan funds will be advanced for progress payments to the contractor until the total of all progress payments equals 75% of the Total Project Cost. All such advances will require approval by the Owner and the Program Coordinator after inspection of the work in place.
- C. Final payment will be made only after all work has been completed and approved by the Owner and the Program Coordinator. Before the final payment is made, the Owner will sign a Certificate of Satisfactory Completion (Form 115) and provide a copy of the contractor's Release of Liens and Warranty (Form 114). At the same time, the Program Coordinator will supply a Disposition of Funds Report (Form 116) to the Owner detailing all payments that have been made during the course of the project.

III. LOAN REPAYMENTS

It is understood that repayment of the HOME Loan will be deferred as long as the Owner continues to occupy this property as a primary residence and complies with all other requirements of the Program. If the property is sold or transferred or the Owner ceases to occupy it as a primary residence during the first year after completion of improvements, the owner will repay the full amount of the HOME Loan (without interest). After each year, an amount equal to 20% of the HOME Loan will be converted to a grant; and there will be no repayment obligation five years after completion of improvements under this Program. The Owner agrees to pay all costs of collection including reasonable legal fees in the event the City is forced to pursue legal action in order to secure repayment of this loan.

IV. SECURITY

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

- A \$ _____ Mortgage given to _____
- A \$ _____ Mortgage given to _____

V. SPECIAL REQUIREMENTS FOR PROPERTIES WITH RENTAL APARTMENTS

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

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

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

VI. CERTIFICATIONS

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

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

C. **Lead-Based Paint Hazards** - The work included in this project will not disturb existing painted surfaces in excess of the de minimis limitations detailed in §35.1350(d) of the federal regulations at 24 CFR Part 35, Requirements for Notification, Evaluation and Reduction of Lead-based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, unless that work will be completed by qualified contractors who are trained to use "safe work practices" that will not create a hazard for young children in the property.

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

VII. MODIFICATION

This Agreement and related documents in the Project File include all of the understandings of the parties regarding the improvements to be made on the property with HOME financing under the HOME Repair Program. The terms and conditions may be modified only by written agreement. Any adjustment of the amount of the HOME Loan or the scope of work included in the project must be approved by the Project Review Committee based on a Change Order that is accepted by the Owner and the contractor and recommended by the Program Coordinator.

VIII. TERMINATION

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

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

OWNER:

PROJECT REVIEW COMMITTEE:

Date: _____

CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM—THIS FORM SHOULD BE USED BY LAWYERS ONLY.

NOTE AND MORTGAGE

\$ _____

Date _____

Parties

Mortgagor

Mortgagee
Address

**Promise
to pay
principal
amount (debt)
interest
payments**

Mortgagor promises to pay to Mortgagee or order the sum of _____ dollars (\$) with interest at the rate of _____ % per year from the date above until the debt is paid in full. 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**

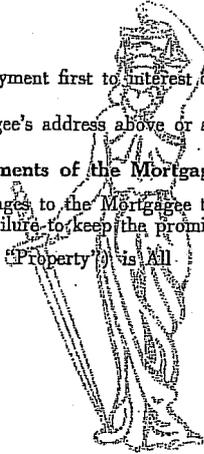
Payment shall be made at Mortgagee's address above or at any other address Mortgagee directs.

**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.

Insurance
 Maintenance
 No sale or alteration
 Taxes, etc.
 Mortgagee's right to cure
 Statement of the amount due
 Title
 Lien law section 13
 Default, when full amount of debt due immediately
 Sale
 Receiver
 Payment of rent and eviction after Default
 Applicable law
 No oral changes
 Notices
 Who is bound
 Signatures

4. Mortgagor will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee, but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured Mortgagee may obtain the insurance. Within 30 days after notice and demand, Mortgagor must insure the Property against war risk and any other risk reasonably required by Mortgagee.

5. Mortgagor will keep the Property in reasonably good repair.

6. The Mortgagor may not, without the consent of Mortgagee, (a) alter, demolish or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it.

7. Mortgagor will pay all taxes, assessments, sewer rents or water rates within 30 days after they are due. Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.

8. Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 4 and 7 of this Mortgage. Payments made by Mortgagee together with interest at the rate provided in this Note and Mortgage from the date paid until the date of repayment shall be added to the Debt and secured by this Mortgage. Mortgagor shall repay Mortgagee with interest within 10 days after demand.

9. Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this Note and Mortgage and whether there are any offsets or defenses against the Debt.

10. Mortgagor warrants the title to the Property. Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the Property is claimed by others.

11. Mortgagor will receive the advances secured by this Note and Mortgage and will hold the right to receive advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvements. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the balance 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 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

RIDER
to a
NOTE AND MORTGAGE

Dated: _____

Made by (Mortgagor): _____

To (Mortgagee): _____ City of Watertown _____

Property Location: _____

Project Completion Date: _____

HOME Loan Amount: _____

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

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

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

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

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

III. CHANGE ORDERS

This Agreement may be modified only by written agreement between the parties subject to approval by the Program Coordinator. Any modification of the Scope of Work or the Contract Price requires a written Change Order accepted by the Owner and Contractor and approved by the Project Review Committee. Any request for a Change Order must be accompanied by a written proposal detailing the proposed modification of the Scope of Work and the adjustment of the Contract Price (if any) that will be required for that modification.

IV. CONDITIONS

A. **Permits:** The Contractor will secure all permits required for the work covered by this Agreement without additional cost to the Owner; and such permits will be maintained in force during the course of this project.

B. **Insurance:** The Contractor will furnish evidence of comprehensive general liability insurance with minimum coverage of One Million Dollars (\$1,000,000); and such insurance will be maintained in force during the course of this project. In addition, the Contractor must show evidence that he has adequate workers compensation and disability benefits insurance as required by New York State Law.

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

D. **Warranty:** The Contractor will guaranty all materials and workmanship for a period of one year after the date of final payment for all work performed under this Agreement.

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

F. **Notice to Proceed:** No work may begin under this Agreement until the Contractor receives a written Notice to Proceed from the Owner specifying the date when the work must begin and the time period allowed to complete all activities in this project.

V. CERTIFICATIONS

A. **Civil Rights Compliance:** There will be no discrimination on the basis of race, color, creed, national origin, sex, age handicap or family status in recruitment, training or employment in connection with this project.

B. **Lead-Based Paint Hazards -** The work included in this project will not disturb existing painted surfaces in excess of the de minimis limitations detailed in §35.1350(d) of the federal regulations at 24 CFR Part 35, Requirements for Notification, Evaluation and Reduction of Lead-based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, unless those surfaces have been tested by an inspector who has been certified by EPA to do lead-based paint inspections and any work that will disturb lead-based paint in excess of the de minimis limitations will be completed by a contractor who has been certified by EPA to do that work.

C. **Conflict of Interest:** No officer, employee or agent of the city who exercises control or influence in connection with this Program will have any interest in the work covered by this Agreement. No member or delegate to the Congress of the United States will have any interest in or derive benefit from this Agreement.

VI. TERMINATION

This Agreement may be terminated by the Owner without cause during the three days following its execution, and after that time, with ten days written notice if the Contractor fails to perform in accordance with the terms and conditions detailed above or in the Work Writeup. The written notice shall detail the reasons for termination and specify the actions required to remedy those problems. If all problems are not corrected within ten days, the Owner may arrange for another contractor to complete the work covered by this Agreement. The balance of the Contract Price that remains unpaid will be applied to the cost of completing this work. Any portion of that balance remaining after completion of the work will be paid to the Contractor; and the Owner may seek reimbursement from the Contractor for any excess cost incurred to complete the work following termination.

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

OWNER:

CONTRACTOR:

Date: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

Contractor Certification of Compliance with 24 CFR Part 35

The undersigned contractor acknowledges that rehabilitation work to be performed with funding under the local HOME Repair Program is subject to federal regulations published at 24 CFR Part 35, otherwise known as the Federal Lead-Based Paint Hazard Rule.

The work to be performed is classified as Interim Control work, the standards for which have been defined at 24 CFR 35.1330 and include:

- Protection of occupants and their belongings during the performance of any lead-based paint hazard control work;
 - 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 a certified abatement supervisor;
 - Completion of hazard reduction work in compliance with Interim Control work practices at 24 CFR 35.1330; and
-
- Clearance of the Interim Control work sites before other rehabilitation work or re-occupancy of the work site is permitted.

The undersigned certifies that all work will be completed in compliance with these regulations, and that records will be maintained for five years to document compliance. The local Program Coordinator, and representatives of New York State or the U.S. Department of Housing and Urban Development will be granted access to these records for purposes of monitoring compliance with the Rule.

Signed: _____

Contractor

Date: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

SUBCONTRACTOR APPROVAL

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

NOTICE TO PROCEED

Project Location:	Case No:
Property Owner:	Telephone:
Address:	
Contractor:	Telephone:
Address:	
Contract Dated:	
<p>You are hereby authorized to proceed with the work listed in our Construction Contract (Form 108). We have agreed that you will begin working and complete all improvements within the time periods listed below. It is understood that failure to complete this work in a timely manner may be grounds for termination of our contract.</p>	
The work will begin not later than this date:	
All work will be completed by this date:	
<p>Subcontractor(s) must be authorized in writing (Form 109) before they are permitted to work on this project. That authorization will not be given until the subcontractor has been approved by the Program Coordinator for participation in the HOME Repair Program based on a review of Contractor Qualifications (Form 117).</p> <p>According to the terms of our contract, progress payments can be made for work items that are completed in place. Such payments will be considered after receipt of your written claim subject to inspection by the Program Coordinator and approval by the city in its regular monthly audit process. An amount equal to 10% of each payment will be withheld until all work is completed; and the total of all progress payments cannot exceed 75% of the contract price.</p> <p>No deviation from the Work Writeup (Form 103) will be permitted without specific authorization and a Change Order which must be approved by the city. It is understood that changes will generally not be considered except for unforeseen problems which must be addressed in order to complete work items that are included in this project.</p>	
<p>Signed: _____ Date: _____</p> <p style="text-align: center;">Property Owner</p>	

CITY OF WATERTOWN

HOME REPAIR PROGRAM

AUTHORIZATION FOR PROGRESS PAYMENT

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

AUTHORIZATION FOR FINAL PAYMENT

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

Property Owner: _____

Address: _____

COMPUTATION OF FINAL PAYMENT:

1.	Original Contract Price	
2.	Adjustment for Approved Change Orders (+ or -)	
3.	Final Contract Price	
4.	Deduction for Credits or Penalties	
5.	Total Amount Now Due (Line 3 - Line 4)	
6.	Total Progress Payments to Date	
7.	Balance Payable Now (Line 5 - Line 6)	

ALLOCATION OF PROGRESS PAYMENT:

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

AUTHORIZATION FOR FINAL PAYMENT:

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).

Program Coordinator: _____ Date: _____

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).

Property Owner: _____ Date: _____

CITY OF WATERTOWN

HOME REPAIR PROGRAM

CHANGE ORDER

Project Location: _____	Case No: _____	
Property Owner: _____		
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 Construction 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 completion of the attached financing computations, I recommend approval of the funding adjustment detailed below.</p>		
Program Coordinator: _____ Date: _____		
FUNDING ADJUSTMENT:	Owner	HOME-DPL
1. Total Authorized Funding		
2. Amount of this Change		
3. Adjusted Funding Allocation		
<p>The proposed funding adjustment is approved based on the recommendation of the Program Coordinator:</p>		
Project Review Committee: _____ Date: _____		

REVISED HOME FINANCING COMPUTATIONS

A. Change Order:	Owner	Apt. #1	Apt. #2	Apt. #3
1. Proposed Change Order (+ or -)				
2. Eligible Cost in Change Order				
3. Ineligible Cost in Change Order				
4. Qualified as Lower Income?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Under Current Rent Limit?		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. Revised HOME-DPL Computation:				
1. Cost of Accepted Work Items				
2. Revised Cost (B.1 + A.1)				
3. Original Contract Adjustment				
4. Original Ineligible Cost				
5. New Ineligible Cost (B.4 + A.3)				
6. New Excess Cost (B.3 + B.5)				
7. Revised Eligible Cost (B.2 - B.6)				
8. Financing Limit (B.7, max. \$25,000/u.)				
C. Revised Allocation of Project Cost:				
1. Revised Cost of Improvements		(Total from Line B.2)		
2. Revised Excess Cost		(Total from Line B.6)		
3. Line C.1 - Line C.2		(not less than 0)		
4. New HOME-DPL Authorization		(Lesser of Line C.3 or Total on Line B.8)		
5. Line C.3 - Line C.4		(not less than 0)		
6. New Owner Contribution		(Line C.2 + Line C.5)		

CITY OF WATERTOWN
HOME REPAIR PROGRAM

CERTIFICATE OF COMPLETION AND LOAN AGREEMENT

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

Property Owner:

Address:

I hereby give notice to the city of Watertown that all work in this property has been completed according to the Work Writeup (Form 103) and the Construction Contract (Form 108) dated _____ including any change orders that have been approved for this project. I am satisfied with the quality of workmanship and materials used for this work and have approved final payment to the contractor.

I understand that the terms and conditions in our Project Agreement (Form 107), including limitations on sale or transfer of the property will continue in effect for a period of five years after the date of final payment for the work that has been completed on this property.

LOAN AGREEMENT

I understand that the terms of the HOME loan require that I maintain ownership of this property and occupy it as my primary residence for at least five years after the date of this certificate. The full amount of this loan will be repaid if I sell or transfer the property or move my primary residence within one year of this date. I also understand that 20% of the HOME loan will be converted to a grant after each year; and no repayment will be required if I comply with all requirements of the HOME Repair Program for five years after this date, as detailed in the Project Agreement (Form 107) and the Note and Mortgage, which has been recorded in the office of the Jefferson County Clerk. I agree to pay all costs of collection including reasonable legal fees in the event the city is forced to pursue legal action in order to secure repayment of this loan.

Owner: _____ Date: _____

Owner: _____ Date: _____

CITY OF WATERTOWN
HOME REPAIR PROGRAM

SALE AND OCCUPANCY LIMITATION

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

RENT LIMITATION

Project Location:		Case No:		
Property Owner:				
Address:				
Date of Final Payment:				
The following chart identifies the current occupant for each rental apartment and lists the current Fair Market Rent, the actual monthly rent and allowances for utilities paid by each tenant.				
Apt. #	Current Occupant	Fair Market Rent	Current Rent	Utility Allowances
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
		\$ /mo.	\$ /mo.	Heating \$ /mo. Cooking \$ /mo. Other Electric \$ /mo. Water Heating \$ /mo.
<p>Section 6.4 of the guidelines for the HOME Repair Program requires that owners of properties with rental apartments where improvements are made with assistance under this program must agree to rent those apartments to qualified Lower Income families and limit the rents for a period of five years after all work is completed. During that time period, rents (including an allowance for utilities paid by the tenant) may not exceed the current Fair Market Rent established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Housing Choice Voucher Program.</p>				
<p>I understand this rent limitation will be in effect for five years and that I may be contacted annually by representatives of the city to document compliance. If any violation is not corrected within 30 days of notification, a portion of the HOME loan must be repaid to the city, as detailed in Section V.A. of the Project Agreement (Form 107).</p>				
Signed: _____			Date: _____	
Property Owner				

CITY OF WATERTOWN

HOME REPAIR PROGRAM

PROHIBITED LEASE TERMS

The following terms are prohibited by the HUD regulations at 24 CFR 92.253 and may not be used in leases for apartments that have been improved with financing under the home Repair Program.

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgement in favor of the owner in a lawsuit brought in connection with the lease.
- (2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of the household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
- (3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (4) Waiver of notice. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
- (5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.
- (7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- (8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay the costs if the tenant loses.

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

CITY OF WATERTOWN

HOME REPAIR PROGRAM

DISPOSITION OF FUNDS REPORT

Project Location:		Case No:	
Property Owner:			
Address:			
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		
Funds Drawn From: Escrow Account: <input type="checkbox"/> HOME Account: <input type="checkbox"/>	Check No:	Date:	Amount:
	Payee:		
	Purpose:		

CITY OF WATERTOWN

HOME REPAIR PROGRAM

CONTRACTOR QUALIFICATIONS

All contractors and subcontractors who participate in the HOME Repair Program in Watertown must be approved by the Program Coordinator before beginning any work under the Program. Each contractor must demonstrate competence in the areas of work involved in each project. Each contractor must also provide proof of adequate insurance coverage, including as a minimum, general liability and property damage coverage with at least \$1,000,000 limits. Please provide the information requested below and return this form along with a copy of your insurance binder to the local Rehabilitation Office.

COMPANY INFORMATION:

Company Name:

Corporation

Address:

Partnership

Telephone:

Tax ID No:

Proprietorship

PRINCIPALS OF THE COMPANY:

Name:

Title:

Home Address:

Phone:

Work Experience:

Name:

Title:

Home Address:

Phone:

Work Experience:

Name:

Title:

Home Address:

Phone:

Work Experience:

COMPANY HISTORY:

Number of Years in Business:

Number of Employees:

Primary Business:

INSURANCE:		
Type	Liability Limit	Company
General Aggregate	\$	
Personal Injury	\$	
Property Damage	\$	
Medical Expense	\$	
Workers Compensation		
Disability		

CREDIT REFERENCES:

Suppliers	Credit Limit	Contact Person	Phone
	\$		
	\$		
	\$		
	\$		
Banks	Credit Limit	Contact Person	Phone
	\$		
	\$		

WORK REFERENCES:

Project Location	Contract Price	Contact Person	Phone
	\$		
	\$		
	\$		
	\$		
	\$		

I certify that the information provided above and all other information submitted with this form is true and complete to the best of my knowledge and belief. I hereby give my permission for representatives of the city to contact any of the references listed above for the purpose of determining my qualifications to perform work under the HOME Repair Program in Watertown.

Signed: _____ Date: _____

Signed: _____ Date: _____

To: The Honorable Mayor and City Council

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

Subject: Authorizing a Grant Application to the New York State Office of Parks, Recreation and Historic Preservation for the Flower Memorial Library Masonry Restoration Project

At its August 8, 2011 Work Session, the City Council expressed a desire to proceed with an application for State funding to offset costs associated with the repair and restoration of the masonry on Flower Memorial Library's façade, porch, front steps, and fence. The proposed project budget is \$250,000, and the grant application will be for 75% or \$187,500.

As part of the application to the New York State Office of Parks, Recreation, and Historic Preservation, the City Council must pass an authorizing resolution to be included with the application materials. Further, the City Council is required to make a determination under the criteria in § 617.5 (c) (1) of the regulations for the State Environmental Quality Review Act (SEQRA).

A resolution has been prepared authorizing City staff to make an application and execute a project agreement with the State, and certifying that the proposed project is a Type II Action under SEQRA.

RESOLUTION

Page 1 of 1

Authorizing a Grant Application to the New York State Office of Parks, Recreation, and Historic Preservation for the Flower Memorial Library Masonry Restoration Project

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 Council of the City of Watertown desires to repair and restore the exterior marble masonry of Roswell P. Flower Memorial Library, and

WHEREAS the State of New York has announced that grant funds are available through the Environmental Protection Act of 1993 for historic preservation projects under the Historic Property Preservation and Planning Program, and

WHEREAS the City Council desires to make an application for funding, and as part of the application, the Council must consider the potential environmental impacts according to the requirements of the State Environmental Quality Review Act (SEQRA),

NOW THEREFORE BE IT RESOLVED that the City Council has reviewed the criteria set forth in section 617.5 (c) (1) of SEQRA and has determined that the Flower Memorial Library Masonry Restoration Project is limited to maintenance or repair involving no substantial changes to the existing structure, and therefore considers the Project a Type II Action under SEQRA which requires no further environmental review, and

BE IT FURTHER RESOLVED that Mary M. Corriveau, as City Manager of the City of Watertown, is hereby authorized and directed to file an application for funds from the New York State Office of Parks, Recreation, and Historic Preservation in accordance with the provisions of Title 9 and the Environmental Protection Act of 1993, in an amount not to exceed \$187,500, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the City of Watertown for the Flower Memorial Library Masonry Restoration Project and, if appropriate, a conservation easement or preservation covenant to the deed of the assisted property.

Seconded by

Res No. 4

August 3, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

The New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson. The County has asked the City to assist them by providing this transportation service for the seniors within the CitiBus service area.

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services, through our CitiBus program to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. The Agreement is for the term August 1, 2011 to December 31, 2011, at a cost not-to-exceed \$4,605.00.

A resolution approving the Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging, has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation 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 New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson, and

WHEREAS Jefferson County, acting through the Jefferson County Office for the Aging, wishes to enter into an Agreement with the City of Watertown to provide this service within the Citibus service area, and

WHEREAS the Agreement is to provide transportation services, through our CitiBus program, to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services, and

WHEREAS the term of this Agreement is from August 1, 2011 through December 31, 2011, at a cost not-to-exceed \$4,605.00,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by

AGREEMENT

This Agreement, made the ___ day of _____, 20___, by and between

THE COUNTY OF JEFFERSON, a municipal corporation of the State of New York, with principal offices located at 195 Arsenal Street, Watertown, New York 13601 (hereinafter referred to as "**COUNTY**"), acting through the Jefferson Office for the Aging, (hereinafter referred to as "**OFA**"),

- and -

THE CITY OF WATERTOWN, a municipal corporation of the State of New York with a principal place of business located at 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as "**CONTRACTOR**") (COUNTY and CONTRACTOR are hereinafter collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, New York State Office for Aging has agreed to provide State and Federal funds to COUNTY from certain grant programs pursuant to Section 541 of the Executive Law of the State of New York; New York State and any amendments thereto; and

WHEREAS, OFA is charged with the responsibility of administering the AAA Transportation Program in the County of Jefferson, State of New York; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for the furnishing of specified transportation services to certain elderly residents within the County of Jefferson; and

WHEREAS, CONTRACTOR is able to and desires to provide the aforesaid services to COUNTY,

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated:

NYSOFA	The New York State Office for the Aging.
PARTICIPANT	A resident the County of Jefferson New York who is sixty years of age or older and who is otherwise eligible to receive services under Title III of the Older Americans Act as amended, or under Section 541 of the New York Executive Law.
SERVICES	The provision of transportation and escort services within CONTRACTORS existing service area to PARTICIPANTS who require transportation to enable them to access and receive health, welfare and nutrition services.

References in this Agreement to the singular shall be deemed to include the plural; references to the male gender shall be deemed to include the female gender; and references to an individual shall be deemed to include other legal entities where the context so indicates.

SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on August 1, 2011, and is for the period of August 1, 2011 through and including December, 2011.

SECTION 3. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) day written notice to the other party. Said thirty (30) day period shall commence on the date such notice is actually received by the other party.

SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

CONTRACTOR represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES as provided under this Agreement and that it is properly permitted, staffed, trained, equipped, organized and financed to perform such SERVICES.

CONTRACTOR hereby acknowledges that it is aware that COUNTY will rely upon the accuracy of information supplied by CONTRACTOR pursuant to this Agreement in submitting claims for reimbursement from government sources. CONTRACTOR also acknowledges that it is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. CONTRACTOR shall be responsible for any monetary fine, penalty or sanction imposed upon COUNTY, its officers, employees and agents as a consequence of the use by COUNTY of false information submitted to the COUNTY by CONTRACTOR, unless it is shown the COUNTY had actual prior knowledge of the falsity of such information.

CONTRACTOR represents that it is not a sectarian organization and does not have as one of its purposes the advancement of a particular religion. CONTRACTOR further represents and promises that funds received pursuant to this Agreement shall not be utilized for sectarian purposes and CONTRACTOR shall not engage in the promotion or advancement of any particular religious practices during the performance of its duties under this Agreement.

SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

CONTRACTOR shall provide all necessary and appropriate facilities, personnel, equipment, and supplies, including, but not limited to licensed drivers (operating and supervisory), insurance, fuel and oil, to render SERVICES to PARTICIPANTS.

SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

CONTRACTOR agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by COUNTY. CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and

statistical reports at times prescribed by and on forms furnished by COUNTY through the Office for Aging and duly authorized by the State Office for Aging.

CONTRACTOR agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by, and on forms furnished by OFA. Upon reasonable request, CONTRACTOR shall provide COUNTY, NYSOFA and/or the United States government with other reports concerning SERVICES provided pursuant to this Agreement.

CONTRACTOR agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by COUNTY shall have full access to and the right to examine any of said materials during said period.

CONTRACTOR shall have its premises open for inspection by officials of OFA and/or COUNTY, State of New York, and/or the United States Government at any time during normal business hours.

SECTION 7. GRIEVANCE PROCEDURES

Should PARTICIPANTS, family members or care givers, express dissatisfaction with or be denied SERVICES, CONTRACTOR shall immediately undertake to informally resolve the complaint. Should any such matter not be satisfactorily resolved, CONTRACTOR shall notify the individual of his right to file a formal written grievance in accordance with OFA's Grievance Procedures, which are outlined in **Appendix "A"** and which by this reference are made a part of this Agreement. CONTRACTOR shall post the Grievance Procedures in a prominent location at the SERVICE delivery site. All staff of CONTRACTOR providing SERVICES are to be instructed concerning these grievance procedures and must verbally inform unsatisfied PARTICIPANTS, family members or care givers of their right to file a grievance.

SECTION 8. COMPLIANCE WITH ALL LAWS

The CONTRACTOR agrees that during the performance its obligations required pursuant to this Agreement, CONTRACTOR and all officers, employees, agents or representatives working under CONTRACTOR'S direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations applicable to the SERVICES and this Agreement.

SECTION 9. FINANCIAL ARRANGEMENTS

COUNTY shall pay CONTRACTOR in full satisfaction for SERVICES rendered in accordance with this Agreement the sum of FOUR DOLLARS AND NINETY-ONE CENTS (\$4.91) per one way ride, not to exceed the total sum of FOUR THOUSAND SIX HUNDRED FIVE DOLLARS (\$4,605.00) for the entire period of the Agreement. PARTICIPANT contributions are projected to be ONE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$1,320.00). The total value of the Agreement shall not exceed FIVE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$5,925.00) for the entire period of the Agreement. CONTRACTOR shall submit a claims for SERVICES rendered for each month as soon as practicable following the conclusion of that month. Any claims submitted after said tenth day of the month for payment for SERVICES for the prior month may be held by COUNTY for payment with the subsequent month's claim. Each claim shall be accompanied by: (A) a listing of PARTICIPANTS who were actually provided with SERVICES by CONTRACTOR in the given month with reference to the number of one-way trips provided to each PARTICIPANT; and (B) and a monthly listing of the amount of contributions received from all PARTICIPANTS.

CONTRACTOR agrees to notify PARTICIPANTS of the opportunity to contribute towards the cost of SERVICES in accordance with to a suggested contribution schedule supplied by OFA. SERVICES provided to PARTICIPANTS shall not be adversely affected by a failure to contribute to all or part of the cost of SERVICES.

CONTRACTOR agrees not to request payment for, or to receive payment for services which are not rendered in compliance with this Agreement.

SECTION 10. CONTRACT DEEMED EXECUTORY

This Agreement shall be deemed executory only to the extent of funds appropriated by the Jefferson County Board of Legislators and or the governments of the State of New York and the United States and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the COUNTY to request, appropriate or make additional funds available for the purposes of this Agreement.

SECTION 11. ASSIGNMENT; SUBCONTRACTING

CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, unless the previous written consent of COUNTY has first been obtained. Any attempted or purported assignment without such prior written consent shall be void. The provisions of this clause shall not hinder, prevent, or affect any assignment by CONTRACTOR for the benefit of its creditors made pursuant to the Laws of the State of New York.

CONTRACTOR will not subcontract its duties hereunder without the prior written consent of COUNTY. This provision does not prohibit CONTRACTOR from entering into employment contracts or, contracts for the acquisition of goods or facilities or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of SERVICES hereunder without consent of COUNTY. Prior to submitting a subcontractor for approval under this Section, CONTRACTOR shall diligently inquire into the capability, qualifications and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by CONTRACTOR that the subcontractor is fully capable, qualified and licensed to provide the subcontracted SERVICES.

Any subcontract entered into by CONTRACTOR pursuant to this section shall provide that CONTRACTOR will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between CONTRACTOR and COUNTY and any other requirements applicable to CONTRACTOR in the provision of SERVICES pursuant to this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and COUNTY, nor shall CONTRACTOR be relieved of any of its obligations under this Agreement, as a consequence of any subcontract approved by COUNTY under this Section.

SECTION 12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Worker's Compensation Insurance and Disability Insurance, the COUNTY, its officers, employees and agents shall be named as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.** Notwithstanding anything to the contrary in this Agreement, CONTRACTOR

irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of Coverage</u>
Worker's Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

Each policy of insurance, and except for Workers Compensation Insurance and Disability Insurance, shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance or self-insurance, including any deductible, maintained and/or otherwise provided by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice via certified registered mail to the COUNTY and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to CONTRACTOR.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

SECTION 13. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the operations or work of CONTRACTOR in the performance of this Agreement; or (b) the CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged or is proven to have acted outside the scope of employment, agency or contract, shall not release CONTRACTOR of any of its obligations under this Section.

Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and officers, agents, and employees, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

SECTION 14. NON-DISCRIMINATION

CONTRACTOR will not discriminate against any employee, applicant for employment or PARTICIPANT because of race, creed, color, gender, national original, age, disability, sexual orientation or marital status.

SECTION 15. NONWAIVER

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

SECTION 16. REMEDIES

The remedies available to COUNTY specified in this Agreement shall be cumulative and in addition to any other remedies available by law or in equity.

SECTION 17. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York, without regard to conflict of law principles thereof.

SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such correct insertion.

SECTION 19. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then (a) such provision shall be deemed stricken; (b) the balance of this Agreement, if capable of performance, shall remain in full force and effect; and (c) in the event that a provision is stricken pursuant to this Section then the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 20. MODIFICATION OF AGREEMENT

This Agreement may not be amended or modified in any of its provisions except by mutual consent, signed by duly authorized by duly authorized representatives of each of the Parties.

SECTION 21. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the CONTRACTOR or the COUNTY.

SECTION 22. USE OF HEADINGS

Section headings contained herein are for information and reference only and do not comprise a part of the terms of this Agreement.

SECTION 23. NOTICES

Any notice required to be provided, or deemed necessary by either party to this Agreement, shall be complete when received by the party to whom it is transmitted in writing to the following persons and addresses:

COUNTY - Director of Office for the Aging
175 Arsenal Street
Watertown, New York 13601

CONTRACTOR - City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

SECTION 24. SURVIVING OBLIGATIONS

The following obligations of CONTRACTOR under this Agreement shall survive the termination and expiration hereof: Section 4; Section 6 insofar as it requires records to be maintained following termination of the agreement and allows audit thereof; Section 10; Section 11; Section 14; Section 16; Section 17; Section 18; Section 19; Section 20; Section 22; Section 23; Section 25; and Section 26.

SECTION 25. NO PROMISE OF EXPANDED SERVICE AREA

Nothing herein shall be construed as requiring CONTRACTOR to expand its transportation services beyond those which exist as of the effective date of this Agreement.

SECTION 26. ENTIRE AGREEMENT

This Agreement comprises the entire integrated agreement between the Parties and supercedes any and all prior understandings between the parties, oral or written, respecting the SERVICES.

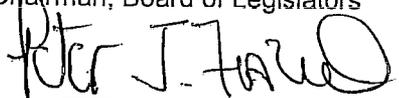
IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF JEFFERSON

CONTRACTOR

By: _____
Carolyn D. Fitzpatrick
Chairman, Board of Legislators

By: _____
Mary Corriveau
City Manager, City of Watertown

By:  _____

Tax Id No. _____

Director, Office for the Aging

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON)

ss.:

On this ___ day of _____, 20___, before me personally came **CAROLYN D. FITZPATRICK**, to me personally known, who, being by me duly sworn, did depose and say that she is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that she signed her name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF JEFFERSON)

ss.:

On this 2nd day of August, 2011, before me personally came Peter J. Fagis, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.

Betty H. Reff
NOTARY PUBLIC

BETTY H. REFF

NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN JEFFERSON COUNTY
COMMISSION EXPIRES ON AUG. 16 2013

STATE OF NEW YORK)
COUNTY OF JEFFERSON)

ss.:

On this ___ day of _____, 20___, before me personally came **MARY CORRIVEAU**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the **CONTRACTOR** described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said **CONTRACTOR**.

NOTARY PUBLIC

JEFFERSON COUNTY OFFICE FOR THE AGING GRIEVANCE PROCEDURES

I. Purpose

A. In accordance with Section 306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Jefferson County Office for the Aging has established the following process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

II. Notifying Participants of Right to File Grievance

A. The Jefferson County Office for the Aging and each of its service provider agencies providing Title III services ("service provider agencies") shall notify participants and applicants of their right to file a grievance, as follows:

- 1) A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
 - 2) In-home services participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- B. Denial of Service. A participant or applicant who is denied Title III services must be given the reasons for the denial. For housekeeping, homemaker, home delivered meals, case management, and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

III. Grievance Process

A. Filing of Grievance

(1) Participants must submit their grievances in writing to the person(s) or office that has been designated by a service provider or by the Jefferson County Office for the Aging Director, whichever is appropriate, to conduct the initial review. The reviewer may be the director of the service provider agency of the Jefferson County Office for the Aging, or any other person designated by such director who is not familiar with or otherwise involved in the grievance.

(2) The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstance with which the participant is dissatisfied. The Jefferson County Office for the Aging or service provider may grant an extension for good cause shown.

(3) The grievance should be filed on the form provided by the Jefferson County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.



JEFFERSON COUNTY OFFICE FOR THE AGING

250 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2529
(315)785-3191
Fax (315)785-5095

STEVEN E. BINION
Director

COMPLAINT LETTER FORM

Date: _____

TO: Mr. Steven E. Binion, Director
Jefferson County Office for the Aging
250 Arsenal Street
Watertown, New York 13601

Dear Mr. Binion:

I am writing to request a review of the following grievance:

- I was denied service.
I am not satisfied with the quality of service or an activity provided by your agency or by your service provider.
I have the following grievance (briefly describe):

Three horizontal lines for describing the grievance.

Date/estimated date of the event or action complained of: _____

(This form must be filed within thirty (30) calendar days of this event or action unless you are granted an extension for good cause.)

Please describe in detail what happened or what your grievance is (if you need extra space, use the back side of this form):

Three horizontal lines for describing the grievance in detail.

One horizontal line at the bottom of the page.

Please state, if you know, what relief you are seeking:

Signed _____

Name (please print) _____

Address: _____

Phone Number: _____

Res No. 5

August 10, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Rejecting Bids for Police Officer Uniforms

The City Purchasing Department has advertised and received sealed bids for the purchase of new and unused Police uniform apparel, on an as-needed basis, as specified by our Police Department for the period July 1, 2011 – June 30, 2012. Invitations to bid were issued to six (6) prospective bidders, with three (3) bids submitted to the Purchasing Department where they were publicly opened and read on Wednesday, June 22, 2011 at 11:00 a.m.

City Purchasing Agent Amy M. Pastuf reviewed the bids received and is recommending that the City Council reject all bids as being non-responsive to the City's specifications. The required information concerning their experience, authorized distributor letters or literature on the items being bid were missing. In the attached report of Ms. Pastuf, she recommends that a new bid process be initiated as soon as possible.

A resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Rejected Bids for Police Officer Uniforms

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 purchase of new and unused Police uniform apparel, on an as-needed basis, as specified by our Police Department for the period July 1, 2011 – June 30, 2012, and

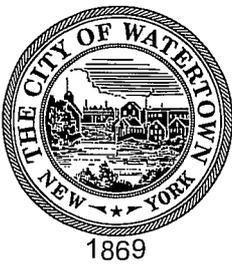
WHEREAS invitations to bid were issued to six (6) prospective bidders, with three (3) bids being received and publicly opened and read in the City Purchasing Department on Wednesday, June 22, 2011 at 11:00 a.m., and

WHEREAS City Purchasing Agent Amy M. Pastuf reviewed the bids received and is recommending that the City Council reject all bids as being non-responsive to the City’s specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby rejects all bids received for the purchase of new and unused Police uniform apparel, on an as-needed basis, as specified by our Police Department for the period July 1, 2011 – June 30, 2012, and

BE IT FURTHER RESOLVED that City Council hereby directs the Purchasing Manager to initiate a new bid process as soon as possible.

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) 785-7748 Fax (315) 785-7752

Amy M. Pastuf
Purchasing Agent

August 11, 2011

To: Mary Corriveau, City Manager
From: Amy Pastuf, Purchasing Agent
Subject: Police Officer's Uniform Bid

The City's Purchasing Department advertised in the Watertown Daily Times on June 14, 2011 calling for sealed bids for the purchase of new and unused police uniforms as per City specifications. The bid creates a standard price list from which orders for apparel will be placed on an as-needed basis for the contract period of July 1, 2011 to June 30, 2013.

Invitations to bid were issued to six (6) prospective bidders and three (3) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Wednesday, June 22, 2011 at 11:00 am, local time. Sealed bids were received from Northeast Uniform Services, Inc., Starr Uniform and United Uniform.

A complete review of the bids received revealed that none of the three sealed bids are responsive to the bid specifications set forth by the City of Watertown. None of the responses included required information concerning their experience, authorized distributor letters or literature on the items that they are bidding. One bid set forth exceptions to pricing and none of the bids bid 100% of the items as requested.

It is recommended that all bids be rejected as non-responsive and that a new bid for Police Uniforms be re-bid as soon as possible.

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

Copy: Police Chief Joseph Goss
Captain Gary Comins
Administrative Officer Michael LaBarge

Res No. 6

August 11, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Accepting Bid for Elevator Rehabilitation at Flower Memorial Library,
Otis Elevator Company

The City Purchasing Department has advertised and received sealed bids for the rehabilitation of the Flower Memorial Library's hydraulic lift elevator per the City's specifications.

Invitations to bid were issued to five (5) prospective bidders with four (4) bids received and publicly opened and read in the City Purchasing Department on Thursday, June 23, 2011 at 1:30 p.m.

The base bid did not include replacement of the hydraulic cylinder and was projected to be \$60,000. In pre-bid meetings with two of the potential bidders, recommended to City Purchasing Agent Robert J. Cleaver that consideration be given to replacing the hydraulic cylinder while the elevator is out of service for rehabilitation. Therefore the request for proposal included three alternate bid items:

Alternate No. 1	Replace hydraulic jack unit with PVC casing
Alternate No. 2	Replace pit channels and spring buffers
Alternate No. 3	Pricing for complete rehabilitation of the car interior in lieu of retaining the existing stainless steel panels.

City Purchasing Agent Robert J. Cleaver reviewed the bids received, and it is his recommendation that the City accept the bid submitted by Otis Elevator Company, 5 Technology Place, East Syracuse, NY, in the amount of \$93,862, which will include the all of the alternates listed above and an optional bid of \$2,000 for the installation of the Emergency Return Unit that was not specified. This unit will allow the car to return safely to the ground floor and allow the occupants to exit in the event of a power failure. This brings the bid amount in at \$33,862 over the amount budgeted in Fiscal Year 2011-2012 Capital Budget, or a 56.4% increase over the budgeted amount.

I asked City Engineer Kurt J. Hauk to also review this bid package, the responses received and to offer his recommendation regarding the work proposed. Mr. Hauk has completed his review and has offered an alternative recommendation from the point of view of the project scope and project cost. A copy of his recommendation is attached.

Mr. Hauk is recommending that the City Council stick with the base bid at this time. Currently there is nothing that suggests that the work anticipated under Alternate No. 1 work needs to be completed at this time. We have had no problems regarding the hydraulics, and the unit still has a considerable useful life. Therefore, I am recommending that the City Council accept the bid submitted by Otis Elevator Company as the lowest qualifying bid meeting the City's specifications and that the award be for the base bid in the amount of \$57,857 and the optional \$2,000 bid for an Emergency Return Unit, bringing the total award to \$59,857.

RESOLUTION

Page 1 of 1

Accepting Bid for Elevator Rehabilitation at
Flower Memorial Library, Otis Elevator Company

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 rehabilitation of the Flower Memorial Library’s hydraulic lift elevator per the City’s specifications, and

WHEREAS invitations to bid were issued to five (5) prospective bidders with four (4) bids received and publicly opened and read in the City Purchasing Department on Thursday, June 23, 2011, at 1:30 p.m., and

WHEREAS City Purchasing Agent Robert J. Cleaver reviewed the four bids received, and is recommending that the City Council accept the bid submitted by Otis Elevator Company of East Syracuse, New York, as the lowest qualifying bid meeting the City’s specifications, and

WHEREAS Staff has further reviewed the bids and is recommending that the City Council accept the base bid in the amount of \$57,857 and the optional \$2,000 bid for an Emergency Return Unit, bringing the total award to \$59,857,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid for the rehabilitation of the Flower Memorial Library’s hydraulic lift elevator in the amount of \$59,857, as detailed above, submitted by Otis Elevator Company as the lowest qualifying bidder meeting City specifications.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601.

Tel. (315) 785-7749 • Fax (315) 785-7752

July 5, 2011

To: Mary Corriveau
From: Robert J. Cleaver
Subject: Elevator Rehabilitation Bid



The City's Purchasing Department advertised in the Watertown Daily Times on Monday, June 6, 2011 calling for sealed proposals for the rehabilitation of the Flower Memorial Library's hydraulic lift elevator per City's specifications.

Request for proposals were issued to five prospective bidders with four bids submitted to the Purchasing Department where they were publicly opened and read on Thursday, June, 23rd at 1:30 p.m. local time. Results of those submittals are as follows:

The request for proposals asked for a base bid to bring the elevator up to industry standards with three alternate bids and they are:

- Alternate #1 Replace hydraulic jack unit with PVC casing.
- Alternate #2 Replace pit channels and spring buffers.
- Alternate #3 Pricing for complete rehabilitation of the car interior in lieu of retaining the existing stainless steel panels.

	<u>Base Bid</u>	<u>Alternate # 1</u>	<u>Alternate # 2</u>	<u>Alternate # 3</u>	<u>Total</u>
KONE 122 Duke Drive Syracuse, N.Y. 13204	\$55,400.00	\$14,600.00	incl in alt #1	\$ 3,000.00	\$73,000.00
OTIS Elevator \$91,862.chnology Place E. Syracuse, N.Y. 13057	\$57,857.00	\$24,363.00	incl in alt #1	\$ 9,642.00	\$ 91,862.00
Rieder Elevator 210 Marcellus St Syracuse, N.Y. 13204	\$59,900.00	\$29,000.00	incl in alt #1	\$ 9,000.00	\$ 97,000.00
ThyssenKrupp Elevator 6067 Corporate Dr. E. Syracuse, N.Y. 13057	\$66,500.00	\$30,800.00	\$ 750.00	\$11,600.00	\$109,650.00

The budgetary amount for this project is \$60,000.00 and that price was predicated on the requirements for the base bid only and no consideration was given, at the time, to replace the hydraulic cylinder. In pre-bid meetings with 2 of the potential bidders it was recommended that consideration be given to replacing the hydraulic cylinder while the elevator is out of service for rehabilitation.

Current code requirements specify that all hydraulic cylinders installed after 1971 have a double-bottom design. The existing cylinder was installed sometime prior to 1975 and it cannot be determined if that cylinder has a single or double bottom base configuration. The double bottom design features a bottom plate plus an additional safety bulkhead inside the cylinder equipped with a small relief orifice. The orifice is designed to allow a small amount of oil to slowly escape, thus limiting the speed of the elevator's decent in the event of a rupture of the bottom plate resulting in a more secure mode of transportation for passengers.

To the best of my ability the current cylinder is approximately 37 years old and the life of a cylinder can be anywhere from 25 years to 50 years depending on the environmental conditions where the cylinder is located.. Since the hydraulic cylinder is buried in the ground its condition can not be determined.

It is my recommendation that we replace the cylinder at this time since the elevator will be out of service for rehabilitation. If the City is to wait until the cylinder develops a failure the downtime for the elevator would be approximately 3 months, and additional cost would be incurred for mobilization fees as well as an increase in material and labor expense. The lead time for delivery of a replacement cylinder is approximately 6 weeks from date of order and installation can take up to 6 weeks depending on conditions. Therefore since this would be a scheduled replacement it would be prudent to replace the cylinder at this time to reduce downtime and expense.

I have reviewed the submittals from each of the four agencies and each agency is qualified to perform the work that is required. Therefore it is my recommendation that we except the bid from Otis Elevator Company, 5 Technology Place, East Syracuse, N.Y. in the amount of \$93,862.00. This amount includes Otis's optional bid of \$2,000 for the installation of the Emergency Return Unit that was not specified. This unit will allow the car to return safely to the ground floor and allow the occupants to exit in the event of a power failure.

The bid submittal by Kone is disqualified since they took various exceptions to our requirement and they are but not limited to replacing the hoistway doors at each floor, replacing the ceiling inside the cab, smoke detectors and any electrical work required was to be performed at City expense and in addition they took exceptions to our contract terms and conditions.

The price submitted by Otis includes new door curtains that are not required and therefore that expense can be deleted. I would recommend awarding the bid in its entirety and then at the pre-construction meeting delete that item from the project.

If you have any questions regarding this recommendation please don't hesitate to contact me.



cc: Barbara Wheeler, Director, Flower Memorial Library
Kurt Hauk, City Engineer
Jeff Hammond, C.E. 1
file



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

July 28, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Elevator Rehabilitation Bid, Flower Library

I have reviewed the bids specs and documents as well as the bid results for the Flower Library Elevator Rehabilitation Project and make the following recommendations.

While I do not dispute the logic and reasoning for the recommendation provided by our previous Purchasing Agent for the elevator project, I offer the following as an alternate opinion from the point of view of the project cost and the approved budget.

The recommendation from the Purchasing Agent was offered, I believe, from the point of view of fixing all of the issues with the elevator at one time and enduring only one service outage. This is perfectly logical and understandable.

However, I have often recommended reducing or changing the scope to reduce costs to a particular project when it is found to exceed the authorized budget or contract amount where feasible. This project is one such instance.

The base bid for the recommended low bidder which includes Alternate #2 is within the approved budget amount for the project. The question then becomes, do we accept bid alternates #1 and #3?

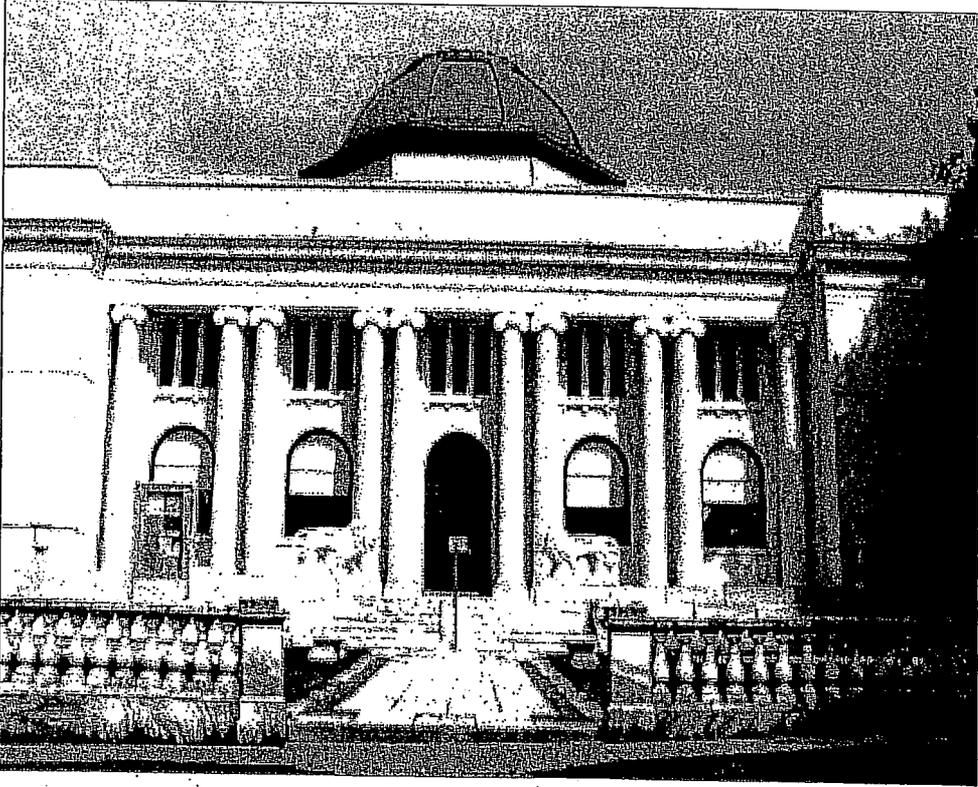
Based on the existing condition of the elevator car and the plans to refurbish it as part of this project, I feel that Alternate #3 is completely optional and can be removed from the contract.

The remaining question is what to do about Alternate #1? We currently have no empirical data on the condition of the hydraulic jack unit. What we do know is that the unit has reached 75% percent of the anticipated service life, or 13 years remaining to theoretical failure. Realistically, the unit could fail next month or last many years beyond its expected service life. The only way to truly know is to expose the unit, thereby forcing the replacement regardless of condition.

Given the current lack of a clear-cut alternative, I recommend deferring the maintenance on the Hydraulic Jack to concentrate City funds on items elsewhere that we know have met or exceeded their expected service life.

Cc. Amy Pastuf, Purchasing Agent
Shawn McWayne, Code Enforcement Supervisor

FISCAL YEAR 2011-2012
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 LIBRARY

PROJECT DESCRIPTION	COST
<p>Elevator Upgrade</p> <p>This project involves the upgrade and replacement of components to the existing elevator to alleviate mechanical problems that have developed in the last few years.</p> 	<p>\$ 60,000</p>
<p>TOTAL</p>	<p>\$ 60,000</p>

Funding to support this project will be through a transfer from the Library Fund (L 9950.0900).

Res No. 7

August 10, 2011

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit allowing ATV, snowmobile, and automobile sales at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208

A request has been submitted by Tamara Pulley for the above subject Special Use Permit. The Planning Board reviewed the request at its August 2, 2011 meeting and adopted a motion recommending that the City Council approve the Special Use Permit, subject to 9 conditions. The conditions include the Special Use Permit expiring after one year.

Attached are a report prepared for the Planning Board and an excerpt from the August 2nd minutes.

The County Planning Board reviewed the application on July 26, 2011 and adopted a motion that the project does not have any significant county-wide or intermunicipal issues and is of local concern only.

A public hearing is required before City Council may vote on the resolution. It is recommended that a public hearing be scheduled for 7:30 pm on Tuesday, September 6, 2011.

RESOLUTION

Page 1 of 2

Approving the Special Use Permit Request Submitted by Tamara Pulley to Allow ATV, Snowmobile, and Automobile Sales at 426 Arsenal Street, Parcels 7-05-206, 7-05-207, and 7-05-208

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 Tamara Pulley has made an application for a Special Use Permit allowing the sale of all-terrain vehicles, snowmobiles, and automobiles at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208, and

WHEREAS the Jefferson County Planning Board reviewed the special use permit request at its meeting held on July 26, 2011, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on August 2, 2011, and recommended that the City Council of the City of Watertown approve the request with the following conditions:

1. The applicant shall immediately remove the old wooden fence located on the outside of the new white fence surrounding the lot.
2. The applicant shall immediately install new plantings in the landscaped buffer along Arsenal Street, following the Landscaping and Buffer Zone Guidelines.
3. The applicant shall improve the landscaping along the fence before August 1, 2012—in compliance with the approved site plan of June 11, 2003.
4. The applicant shall pave the rear of the lot before August 1, 2012—including drainage control measures as depicted in the June 11, 2003 approved site plan.
5. The applicant shall limit the spillage of light onto neighboring properties to less than 0.5 fc.

RESOLUTION

Page 2 of 2

Approving the Special Use Permit Request Submitted by Tamara Pulley to Allow ATV, Snowmobile, and Automobile Sales at 426 Arsenal Street, Parcels 7-05-206, 7-05-207, and 7-05-208

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

6. The applicant shall not carry more than 5 cars in stock at one time.
7. The applicant shall not allow the test-driving of ATVs or snowmobiles on the property.
8. The applicant shall limit the hours of operation of the proposed business to 9am to 7pm Monday through Saturday, and 11am to 4pm on Sunday.
9. The Special Use Permit shall expire one year from the date of approval by City Council.

And,

WHEREAS a public hearing was held on the proposed Special Use Permit on September 6, 2011, after due public notice, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part II and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow all-terrain vehicle, snowmobile, and automobile sales is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Tamara Pulley allowing the sale of all-terrain vehicles, snowmobiles, and automobiles at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208, subject to he conditions listed above.

Seconded by



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

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

SUBJECT: Special Use Permit Approval – 426 Arsenal Street

DATE: July 28, 2011

Request: Special Use Permit Approval to allow a vehicle sales lot at 426 Arsenal St.,
Parcels 7-05-206, 7-05-207, and 7-05-208

Applicant: Tamara Pulley

Proposed Use: Vehicles Sales

Property Owner: Steven C. Daily

Submitted:

8 ½" x 11" Copy of Parcel Map: Yes

A Sketch of the Site to Scale: No

Completed Part I of an
Environmental Assessment Form: Yes

SEQRA: Unlisted Action

County Planning Board Review Required: Yes

Comments: The applicant wishes to operate a vehicle sales lot at 426 Arsenal Street. The property in question is mostly Neighborhood Business District, except for a small section of Residence C, behind the fence at the rear of the lot. The applicant plans to sell all-terrain vehicles, snowmobiles, and may also carry a stock of up to 5 automobiles. Repairs will not be performed on site.

A previous Special Use Permit approved for this property included conditions such as landscaped buffer areas, limited snow removal hours, and limited automobile stock. Based on the current proposal, Staff recommends that the Planning Board require an 8 foot landscaped buffer along the south and west edges of the parking lot. Currently, this buffer is in place but the landscaping is not up to standards—having only grass and a few ailing trees. The applicant

should install three street trees along the front of the parking lot, spaced roughly 40' apart with low shrubs or perennials in between—in accordance with the Landscaping and Buffer Zone Guidelines.

Further, the Planning Board might consider a recommendation limiting automobile stock. Previously, a limit 25 vehicles was imposed by City Council on the now-expired Special Use Permit of 2002. Staff suggests that the Planning Board recommend an automobile stock limit of 5 vehicles, with no specific limit on the number of smaller motorized vehicles.

§ 310-8 requires a Special Use Permit for automobile sales in NBDs. The sale of smaller motorized vehicles (like ATVs and snowmobiles) is not specifically mentioned in the ordinance, but may be allowed if the Planning Board deems such activities to be in the same general character as other permitted uses in the area.

Recommended conditions of approval:

1. An 8 foot landscaped buffer shall be maintained along the south and west edges of the parking lot, complying with the Planning Board's Landscaping and Buffer Zone Guidelines (trees every 40 feet with low shrubs or perennials planted in between).
2. The stock of automobiles on the lot shall be limited to 5 or fewer at one time.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
Tamara Pulley, 905 Vine Street, Liverpool NY 13088
Steven C. Daily, 426A Arsenal Street, Watertown NY 13601



CITY OF WATERTOWN, NEW YORK
Special Use Permit Application

I. Applicant Information

Name: Tamara Pulley

~~(315) 456-1816~~

572-0410 Kan

Mailing Address: 905 Vine St
Liverpool NY 13088

II. Property Information

Address: 426, 432, 438 Arsenal St

Tax Parcel #: 7-05-206 - 7-05-207 7-05-208

Property Owner (if not applicant): Steven C Daily

If applicant is not owner, does applicant have a signed purchase agreement Yes No

Zoning District: Neighborhood business



Attachments Required:

8 1/2" x 11" parcel map with tax parcel involved in request outlined with a thick black line

A sketch of the site drawn to an engineering scale (e.g. 1"=20', 1"=30').

Completed Part I of an Environmental Assessment Form (SEQR)

III. Request Information

Proposed Use:

Explain Proposal: Looking to sell small ~~cars~~
ATV 4 wheelers and snow mobiles. Also
up to but no more than 5 Autos. There
will be no repairs done on the site.

Use additional 8 1/2" x 11" sheets as needed.

I certify that the information provided above is true to the best of my knowledge.

Signature: Tamara Pulley

Date: 7-12-11

MEADOW STREET SOUTH

SCALE: 1 INCH = 50 FEET

FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

ARSENAL STREET

ORCHARD STREET SOUTH

10-3

STREET



TENANT:

TENANTS agree to rent the dwelling known as ^{Office} Apartment 426A at ~~42~~ ARSENAL STREET WATERTOWN, NEW YORK for successive monthly periods, commencing on the 8th Day of AUG at a monthly rent of 300.00 payable in advance on the FIRST DAY of each month.

TENANTS shall be responsible for recycleable/refuse collection costs, heating and electric services.

The security/cleaning deposit on this dwelling is 300.00. It is refundable within thirty Days after the tenant has moved out completely and returned the keys, provided tenants

1. Have given at least 30 days notice in writing, and
2. Leave dwelling clean and undamaged.

If the above provisions are not met, all cleaning, repairs and rental expenses will be deducted from The security deposit and the balance, if any, will be forwarded to the tenant.

ONLY THE FOLLOWING MAY LIVE AT THIS DWELLING:

NA

No other persons or PETS may live there without OWNER'S prior written permission, and this Dwelling MAY NOT be sublet.

TENANTS AGREE TO THE FOLLOWING

1. To pay rent by cash, check or money order made out to the owner. Social Services recipients agree to have rent vouchered to owner; rescinding such a voucher shall be deemed as written notice to vacate immediately; security deposit shall be forfeit to owner.
2. To hand deliver, or cause to be delivered, a monthly rent to the owner by the THIRD day of each month. Any rents not received shall be assessed a late charge of \$15.00. Any rents not received by the 10th day of each month shall be cause for immediate issuance of a 3 day notice of eviction.
3. To keep from making or allowing loud noises and disturbances, music and/or broadcast programs as to disturb other people's peace and quiet,
4. To pay for the repair of any and all damaged that they or their guests have caused.

A VIOLATION OF ANY PART OF THIS AGREEMENT, OR NONPAYMENT OF RENT WHEN DUE, SHALL BE CAUSE FOR EVICTION UNDER THE APPROPRIATE SECTIONS OR CODES, AND THE PREVAILING PARTY SHALL RECOVER COURT COSTS AND REASONABLE ATTORNEY FEES INVOLVED.

OWNER: [Signature]
TENANT: [Signature]

**SPECIAL USE PERMIT – ATV, SNOWMOBILE, AUTO SALES
426 ARSENAL STREET – PARCELS 7-05-206, 7-05-207, 7-05-208**

The Board then considered a request by Tamara Pulley to allow all-terrain vehicle, snowmobile, and automobile sales at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208.

Ms. Pulley approached the Board to explain her request. She stated that the property owner, Steven Daily, is her brother. She continued, saying that she had lived in Watertown previously and was planning to move back from the Syracuse area to start her own business.

Mr. Wayte asked if there would be any auto repairs performed on site. Ms. Pulley stated that there would not.

Mr. Wayte asked how many vehicles would be kept in stock. Ms. Pulley replied that there would be 5 cars, 6-10 ATVs, and a varying number of snowmobiles depending on the season.

Mr. Wayte asked what hours the business would be open. Ms. Pulley stated that she planned to operate between 9am and 7pm on weekdays and Saturdays, and a few hours in the afternoon on Sundays.

Mr. Wayte explained that he had received several calls about this application, and that businesses previously occupying this property did not have a good track record with the neighborhood.

Mrs. Gervera inquired about noise levels, with special concern for noise produced by customers testing ATVs and snowmobiles on the lot—which would be significantly louder than cars. Ms. Pulley explained that she would not allow test-driving on the lot.

Mr. Coburn asked if the merchandise would be stored outdoors or if there would be an indoor showroom. Ms. Pulley responded that the merchandise would be in an open lot.

Mr. Wayte asked if Ms. Pulley was going to be the sole owner of the business. Ms. Pulley said that she would be.

Mr. Harris said he is concerned that the various ATV's and snowmobiles will be test driven up and down North Meadow St. Ms. Pulley responded that nothing will leave the property.

Mr. Harris asked about the lighting situation, and whether new lighting would be installed. Mr. Wayte added that he wondered if using the same lighting as the previous business would be appropriate, considering the complaints of the neighbors. Ms. Pulley stated that she

would be fine with using a single light for the lot, and that she would cooperate with the City and neighbors to avoid spillage.

Mr. Wayte stated that the traffic in this area is problematic, and that it is difficult to exit driveways in this area. Ms. Pulley said that she does not expect to create significant additional traffic, given the size of her business. Mr. Wayte mentioned a car wash on Arsenal Street near the mall that opened and then quickly went out of business due to ingress/egress issues.

Mrs. Gervera asked if there were apartments on site. Mr. Daily, the property owner, stated that there were two apartments and an office in the building.

Mr. Wayte questioned if the applicant would find a one year expiration on the permit acceptable. Ms. Pulley said that she would be okay with such a "trial period".

Mr. Wayte then offered to let the public address the Board.

Mrs. Marge Howard approached, and stated that she was very concerned about noise from the ATVs and snowmobiles, and that she was sure Mr. Daily would be involved in the operation.

Mrs. Connie Guardino approached, asking where customers would park if the lot is occupied by ATVs and snowmobiles. She also stated that Arsenal Street is like a race track, and she is worried about accidents.

Mr. Frank Howard stated that the neighborhood is mostly senior citizens, and that any additional noise would be especially detrimental to their well-being.

Mrs. Howard approached again, and complained that Mr. Daily had improperly repaired his fence by putting up a new white fence without removing the old wooden one behind, which the neighbors are now subject to viewing.

There was then some discussion regarding whether or not this method of fence repair was a violation of the city code.

Mr. Wayte stated that regardless of code the condition of the old fence should be addressed. Mr. Coburn and Mr. Mix both stated that the portion of the old fence that is in disrepair is a property maintenance issue and may be addressed by Code Enforcement.

Dave Daily, Ms. Pulley's other brother then addressed the Board. He stated that the ATV's will be brand new and there will be no need to test-drive them, similar to other businesses that sell them. He also noted that the business will close by 7pm and therefore noise will not be an issue.

Mrs. Gervera asked Ms. Pulley to confirm whether the ATVs and snowmobiles sold would be new stock or used stock. Ms. Pulley stated that they would be new as it is too great of an insurance risk to sell used ones. She also noted that she may use a shed to store these vehicles during inclement weather.

A discussion followed regarding the conditions that the Planning Board wanted to place on the recommendation for approval.

Mrs. Gervera then moved to recommend that City Council approve the Special Use Permit allowing the sale of all-terrain vehicles, snowmobiles, and automobiles at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208 with the following conditions:

1. The applicant shall immediately remove the old wooden fence located on the outside of the new white fence surrounding the lot.
2. The applicant shall immediately install new plantings in the landscaped buffer along Arsenal Street, following the Landscaping and Buffer Zone Guidelines.
3. The applicant shall improve the landscaping along the fence before August 1, 2012—in compliance with the approved site plan of June 11, 2003.
4. The applicant shall pave the rear of the lot before August 1, 2012—including drainage control measures as depicted in the June 11, 2003 approved site plan.
5. The applicant shall limit the spillage of light onto neighboring properties to less than 0.5 fc.
6. The applicant shall not carry more than five cars in stock at one time.
7. The applicant shall not allow the test-driving of ATVs or snowmobiles on the property.
8. The applicant shall limit the hours of operation of the proposed business to 9am to 7pm Monday through Saturday, and 11am to 4pm on Sunday.
9. The Special Use Permit shall expire one year from the date of approval by City Council.

Mr. Harris seconded the motion, all voted in favor.

Mr. Harris then moved to adjourn the meeting. The motion was seconded by Mrs. Gervera, all voted in favor.

The meeting adjourned at 5:18pm.

ATN

received 8/2/2011

----- Original Message -----

From: "<mailto:dberkman50@yahoo.com>"

To: "<mailto:fhoward4@twcny.rr.com>"

Sent: Tuesday, July 26, 2011 9:19 PM

Subject: Re:

We did receive the letter from the planning board. These are our thoughts.

Those of us on North Meadow Street that had to deal with Steve Daley and his antics the last time around were put through hell for a dishonest businessman. As I recall we PLEADED with the council not to grant him a special use permit. One of the contingencies of his special use permit was : there be a buffer zone that is to be maintained by Steve Daley. I would like to invite any and all council members to drive by 112 North Meadow Street and look at said buffer zone. Not that you could determine where and what it represents, as it is over grown and filled with garbage and tires, and debris. When this started to accumulate we asked Mr Daley to please not put garbage behind there as we were concerned about animals and rodents that may have come onto our rental property. His response: To throw bags of trash and debris onto our property because we asked him to adhere to his special use permit guideline. He also kicked out the boards on our fence in response and we ended up replacing the property line fence to deal with the debris and overgrowth of weeds, and trees. We picked up the garbage threw it out replaced the fence and let him get away with it because we felt it would do NO GOOD to bring it to anyones attention.

WE ARE 100% oposed to any business that is a representation of Steve Daley as the proprietor or landlord. Just look at the homes on that vacant property. Would you want him in your back yard? I doubt it, and most of you know that we begged for your consideration and what was most important was the small revenue the city would get from his business. There were a few council members that could see the seriousness of it and most didn't care one ounce about the integrity of the long term residents or the landlords that own property there, that try to maintain decent property. **VOTE NO!!!!!!!!!!!!!!!!!!!!!!**

Respectfully,

Donna Berkman - *name written - please 705211*

Keith Alcombrack *name written please 705210*

4930 Brightwood Road

Bethel Park PA 15102

412-657-0692



Department of Planning
175 Arsenal Street
Watertown, NY 13601

Donald R. Canfield
Director of Planning

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

July 29, 2011

Andrew Nichols, Planner
245 Washington St, Suite 304
Watertown, NY 13601

Re: Tamara Pulley, Special Use Permit for an ATV, Snowmobile & Vehicle Sales Lot,
JCDP File # C 9 - 11

Dear Andrew,

On July 26, 2011, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

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

During the review the County Planning Board determined that NYS DOT should be contacted due to the proposed change of use of the ingress\egress drive.

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

According to Section 310-52.3 of the City of Watertown's Zoning Ordinance, the approval of a special use permit requires that the location, size, and character of the proposed use will be in harmony with the general character of the neighborhood. The local board should consider if the proposed use is of a size, intensity, and character that is compatible with the Neighborhood Business District and adjacent districts, specifically the adjacent residential districts.

The local board should also consider whether traffic to and from the site may conflict with the existing traffic flow in the area. This section of Arsenal Street is in close proximity to the traffic lights on Massey and Meadow Streets, is four lanes with no middle turning lane, and vehicles are occasionally backed up along this block.

Residential uses surround this site. The local board should ensure adequate visual and noise buffers will be provided. The local board should request additional landscaping to assist this matter.

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

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

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Hartley Bonisteel". The signature is fluid and cursive, with a large loop at the end.

E. Hartley Bonisteel

Community Development Coordinator

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR <u>Tamara Pulley</u>	2. PROJECT NAME <u>ATV and Auto business</u>
3. PROJECT LOCATION: Municipality <u>City of Waterford</u> County <u>JEFFERSON</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>426 A Arsenau</u> <u>The nearest intersection would be W. Meadow and Arsenau St.</u>	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <u>Planning to open ATV and Auto sale business.</u>	
7. AMOUNT OF LAND AFFECTED: Initially <u>150' w by 100' L</u> acres Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input checked="" type="checkbox"/> Other Describe: <u>Neighborhood Business</u>	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <u>Tamara Pulley</u>	Date: <u>7-12-11</u>
Signature: <u>Tamara Pulley</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12?

If yes, coordinate the review process and use the FULL EAF.

Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If NO, a negative declaration may be superseded by another involved agency.

Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?

Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

Yes No If yes, explain briefly

PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Date

Res No. 8

August 10, 2011

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit Request to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322

The City Council granted a two-year Special Use Permit for the operation of auto detailing and auto sales businesses at 804 State Street on December 21, 2009.

Sheila Sweet has submitted an application to continue those businesses and commence an auto repair business. The Planning Board reviewed the request at its August 2, 2011 meeting and adopted a motion recommending that the City Council approve the Special Use Permit, subject to three conditions.

Attached are a report prepared for the Planning Board and an excerpt from the August 2nd minutes.

A public hearing is required before City Council may vote on the resolution. It is recommended that a public hearing be scheduled for 7:30 pm on Tuesday, September 6, 2011.

RESOLUTION

Page 1 of 2

Approving the Special Use Permit Request Submitted by Sheila Sweet to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322

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 Council granted a two-year Special Use Permit for the operation of auto detailing and auto sales businesses at 804 State Street on December 21, 2009, and

WHEREAS Sheila Sweet has made an application for a Special Use Permit to allow the continuation of auto detailing and auto sales, and the commencement of auto repair, at 804 State Street, Parcel Number 12-06-322, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on August 2, 2011, and recommended that the City Council of the City of Watertown approve the request with the following conditions:

1. The applicant shall immediately repair or replace the fence along the rear property line, and install landscaping alongside in conformance with the Planning Board’s Landscaping and Buffer Zone Guidelines.
2. The applicant shall install a minimum 5-foot wide landscaped buffer in conformance with the Planning Board’s Landscaping and Buffer Zone Guidelines between the sidewalk and the parking lot, along northern and western edges of the lot, before August 1, 2012.
3. The applicant shall pave the northern and western parking areas before August 1, 2012.

And,

WHEREAS a public hearing was held on the proposed Special Use Permit on September 6, 2011, after due public notice, and

RESOLUTION

Page 2 of 2

Approving the Special Use Permit Request Submitted by Sheila Sweet to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322

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 the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part II and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow auto detailing, sales, and repair is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Sheila Sweet to allow the continuation of auto detailing and auto sales, and the commencement of auto repair at 804 State Street, Parcel Number 12-06-322, subject to the conditions recommended by the Planning Board as listed above.

Seconded by



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

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

SUBJECT: Special Use Permit Approval – 804 State Street, Parcel Number 12-06-322.000

DATE: July 26, 2011

Request: Special Use Permit Approval to allow continuation of auto sales and detailing, and the commencement of auto repair at 804 State Street

Applicant: Sheila Sweet

Proposed Use: Auto Sales Lot, Auto Detailing, Auto Repair

Property Owner: Mark Bonner

Submitted:

8 ½" x 11" Copy of Parcel Map: Yes

A Sketch of the Site to Scale: No

Completed Part I of an
Environmental Assessment Form: Yes

SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: A Special Use Permit allowing for auto sales and auto detailing was previously approved on December 21, 2009. This approval carried a 2-year term, expiring on December 21, 2011. The applicant is now seeking a permanent extension of that approval, with the addition of "automobile repair" to the permitted uses of the parcel.

Fence: The rear yard fence is in disrepair. The rear yard is adjacent to a residential use (although still NBD), and the fence acts as part of the visual and noise buffer along this property line. The applicant should repair the fence and install landscaping alongside.

Parking: As indicated in previous correspondence on file, the City Council expressed a desire to see the parking lot paved before re-approval. The applicant indicates that they have installed gravel throughout the parking lot, but the lot is not fully paved at this time. Upon inspection, it appeared that only the areas in front of the garage doors are paved, as well as a 4 to 5 foot strip along the sidewalk. However, much of the lot was obscured by parked cars so the exact extent of the paving was difficult to ascertain.

Pursuant to § 310-52.3 of the Zoning Code, the City has the authority to impose conditions or standards to protect convenient pedestrian routes, and to require noise and visual buffers.

As confirmed by staff site visits, small amounts of gravel have been spilling out of the parking areas, into the sidewalk and street gutter. Further, minor encroachments of parked vehicles into the sidewalk were observed. Staff recommends that, at a minimum, the front and side parking areas be paved, and a 5+ foot wide landscaped buffer strip is added between the parking lot and the sidewalk, consisting of low shrubs or trees. The rear section of the lot may remain unchanged. This option would not likely require full Site Plan Review, assuming the impervious parking lot coverage area is not expanded by more than 400 square feet for an exemption, or 2,500 square feet for a waiver.

Recommended conditions of approval:

1. The applicant shall repair the fence along the rear yard property line, and install landscaping alongside.
2. The applicant shall install a minimum 5 foot wide landscaped buffer between the sidewalk and the parking lot, along the south and east edges of the parking lot.
3. The applicant shall pave the front and side parking areas.

Photographs of the site taken on July 15, 2011 are attached to this report.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
Sheila Sweet, 804 State St, Watertown NY 13601
Mark Bonner, 261 Franklin St, Watertown NY 13601



CITY OF WATERTOWN, NEW YORK
Special Use Permit Application

I. Applicant Information

Name: BFA Sheila Sweet

Mailing Address: 804 State St. Watertown NY 13601

II. Property Information

Address: 804 State St. Watertown NY 13601

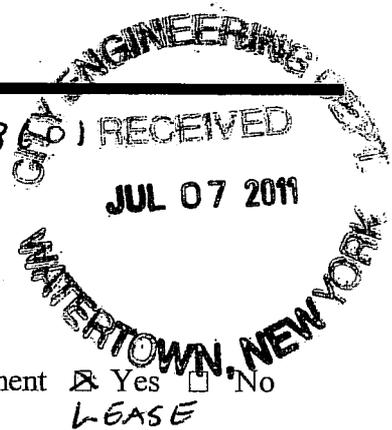
Tax Parcel #: 12-06-322

Property Owner (if not applicant): Mark Bonner

If applicant is not owner, does applicant have a signed purchase agreement Yes No
LEASE

Zoning District: NEIGHBORHOOD BUSINESS
-ATN

Attachments Required:
8 1/2" x 11" parcel map with tax parcel involved in request outlined with a thick black line
A sketch of the site drawn to an engineering scale (e.g. 1"=20', 1"= 30').
Completed Part I of an Environmental Assessment Form (SEQR)



III. Request Information

Proposed Use: Auto Sales, Auto Detail, Auto Repair

Explain Proposal:

ON 12/21/09 City Council approved a Special Use Permit For a 2yr Period. We have since been able to put gravel through out the whole parking lot and we are up to 8 Full time employees. We are asking for a permanent Special Use permit, with the addition of Auto Repair to be issued.

Use additional 8 1/2" x 11" sheets as needed.

I certify that the information provided above is true to the best of my knowledge.

Signature: Sheila A. Sweet

Date: 7/6/11



CITY OF WATERTOWN, NEW YORK

ROOM 302, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

MARY CORRIVEAU
CITY MANAGER

December 22, 2009

Mark Bonner
261 Franklin Street
Watertown, NY 13601

Re: Special Use Permit – 804 State Street, Parcel No. 12-06-322

Dear Mr. Bonner:

At its December 21, 2009 meeting, the City Council considered your Special Use Permit request to allow an auto sales lot and auto detailing operation at 804 State Street.

The City Council approved your request but put a two-year expiration date on the approval. That means that if the businesses wish to continue operating beyond December 21, 2011, they will need to reapply and obtain a new approval. The Council indicated during its discussion that it wishes to see the parking lot paved before your next application.

Enclosed is a certified copy of the resolution adopted by the City Council for your file. If you have any questions, please feel free to contact me or Jacqueline Longton, Planner.

Sincerely,

Kenneth A. Mix
Planning and Community
Development Coordinator

KAM:eg
Enclosure

cc: Shawn R. McWayne, Code Enforcement Supervisor
Justin Wood, Civil Engineer I

RESOLUTION

Page 1 of 1

Approving Special Use Permit Request Submitted by Mark Bonner to Allow an Auto Sales Lot and Auto Detailing Operation Located at 804 State Street, Parcel No. 12-06-322

Adopted December 21, 2009

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

Table with 2 columns: YEA, NAY. Rows for each council member and a total row showing 5 YEA and 0 NAY.

Total 5 0

Introduced by

Council Member Roxanne M. Burns

WHEREAS Mark Bonner has made an application for a Special Use Permit to allow an auto sales lot and auto detailing operation located at 804 State Street, Parcel No. 12-06-322, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on November 3, 2009, and adopted a motion recommending that the City Council approve the request as submitted, and

WHEREAS a public hearing was held on the proposed Special Use Permit on December 7, 2009, after due public notice, and

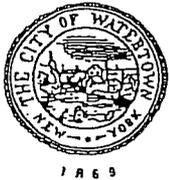
WHEREAS the City Council has reviewed the SEQRA short Environmental Assessment Form and responded to each of the questions contained in Part 2,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow an auto sales lot and auto detailing operation is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, New York, that a Special Use Permit is hereby granted to Mark Bonner to allow an auto sales lot and auto detailing operation located at 804 State Street, Parcel No. 12-06-322.

* The Special Use Permit is hereby grant to Mark Bonner for a period of two years with a review after that two year time.

Motion to amended made by Council Member Butler, seconded by Council Member Smith. Seconded by Council Member Jeffrey M. Smith and carried with all voting in favor thereof.



CITY OF WATERTOWN, NEW YORK

ROOM 101, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
(315) 785-7780

DONNA M. DUTTON
CITY CLERK

STATE OF NEW YORK)
COUNTY OF JEFFERSON)
CITY OF WATERTOWN)

I, DONNA M. DUTTON, CITY CLERK OF THE CITY OF WATERTOWN, NEW YORK AND CLERK OF THE CITY COUNCIL THEREOF, DO HEREBY CERTIFY THAT THE ATTACHED RESOLUTION WAS DULY ADOPTED AT A MEETING OF THE SAID COUNCIL ON THE 21st DAY OF December, 2009.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND AFFIXED THE SEAL OF THE SAID CITY THIS 22nd DAY OF December, 2009.

DONNA M. DUTTON
CITY CLERK

S
E
A
L

**SPECIAL USE PERMIT – AUTO DETAILING/SALES/REPAIR
804 STATE STREET, PARCEL 12-06-322**

The Board then considered a special use permit request submitted by Sheila Sweet to allow the continuation of auto sales and detailing, and the commencement of auto repair at 804 State Street, parcel 12-06-322.

Brian Sweet was present to represent the applicant. Mr. Sweet explained that he was seeking an extension of the 2-year permit he was given in 2009, and that he also wanted to perform auto repairs on site. He stated that when the business started it was just his wife and him running the shop, but that they have now grown to 8 employees, and are looking at an additional location near Fort Drum.

Mr. Harris asked if Mr. Sweet had read the comments in the Staff Memo. Mr. Sweet said that he had not yet found time. He began reading, and shortly after commented that he was not sure if he owned the fence referenced in condition #1.

Mr. Wayte responded that he was reasonably sure that it was his, its installation having been required by City Council in a previous Special Use Permit. He continued, stating that he feels that the Board would like to see the fence repaired or replaced.

Mr. Harris stated that the fence was an important buffer between the business and the neighboring residence. He then mentioned that cars were parked right up against the sidewalk, sometimes encroaching into the R.O.W. He stated that this area should not be paved.

Mr. Sweet questioned exactly what area Mr. Harris was referring to. There was some discussion among the Board and the applicant, clarifying that the area in question was the boundary between the current parking lot and the sidewalk. Mr. Wayte demonstrated by sketching on a photograph.

Mr. Sweet stated that he was hesitant to put landscaping in this area as suggested in the Staff Memo because he was worried about curb appeal for the car sales operation. He also mentioned that landscaping would not be a major issue in general, as his wife enjoys such activities. Mr. Wayte suggested that he speak with the Planning Office to select species of shrubbery that will mature at a height lower than a car windshield.

Mr. Harris mentioned that the vehicles overhanging the sidewalk were a code violation, and that adding the landscaped buffer would prevent this from happening.

Mr. Wayte asked about paving the parking lot. Mr. Sweet said that during the previous permit application, the Council wanted to mandate that the lot be paved, but that the City Attorney had advised them to use the 2-year expiration instead.

Mr. Mix stated that some Council members will expect the lot to be paved, and that the 2-year expiration was included as an enforcement mechanism. Mr. Sweet said that he hoped the Council would understand his position as a small business, not owning the property.

Mr. Wayte said that the impetus of these requirements is to bring the property up to par with the improvements that have occurred along State Street recently.

Mr. Sweet said that his landlord, Mr. Bonner, was not interested in helping with improvements to the site. He stated that he was worried that any money invested in improving the property could end up wasted after his lease expires.

Mrs. Gervera asked what the status of the Permit would be if Mr. Sweet's business were downsized, closed, or changed ownership.

Mr. Mix explained that the Special Use Permit goes with the land until the use ceases, at which point it automatically expires. He stated that the Planning Board was not involved in setting the 2-year expiration of the current Permit.

Mr. Wayte addressed Mr. Sweet, saying that he would have better luck with the Council if the landscaping were in place.

Mrs. Gervera asked for clarification of which areas are currently paved, and where pavement would be required. Mr. Sweet said that there are patches of pavement all over the lot. Mr. Wayte stated that pavement would be required in the front and side parking areas.

Mr. Wayte then suggested that the conditions might be met in stages, and suggested a deadline for the paving of August 1, 2012.

Mrs. Gervera then moved to recommend that the City Council grant a Special Use Permit to allow the continuation of auto sales and detailing, and the commencement of auto repair at 804 State Street, parcel 12-06-322, with the following conditions:

1. The applicant shall immediately repair or replace the fence along the rear property line, and install landscaping alongside in conformance with the Planning Board's Landscaping and Buffer Zone Guidelines.
2. The applicant shall install a minimum 5-foot wide landscaped buffer in conformance with the Planning Board's Landscaping and Buffer Zone Guidelines between the sidewalk and the parking lot, along northern and western edges of the lot, before August 1, 2012.
3. The applicant shall pave the northern and western parking areas before August 1, 2012.

Mr. Harris seconded the motion, all voted in favor.

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR <i>Sheila A. Sweet</i>	2. PROJECT NAME <i>Finishing Touch Auto Detail Center</i>
3. PROJECT LOCATION: Municipality <i>Watertown</i> County <i>Jefferson</i>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>804 State St. Watertown NY 13601</i>	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <i>Auto Detail Shop Auto Repair Shop Auto Sales</i>	
7. AMOUNT OF LAND AFFECTED: Initially _____ acres Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>NYS Registered Repair Shop NYS Registered Auto Dealer</i>	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>Repair - 7111756 NYS Inspection - 7111756 Auto Sales - 7104034</i>	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <i>Sheila A. Sweet</i> Date: <i>7/6/11</i> Signature: <i>Sheila A. Sweet</i>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

- C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)
- C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 - C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 - C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 - C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 - C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 - C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
 - C7. Other impacts (including changes in use of either quantity or type of energy? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? (If yes, explain briefly:
 Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? If yes explain:
 Yes No

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question d of part ii was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Res No. 9

August 10, 2011

To: The Honorable Mayor and City Council

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

Subject: Approving the Amended Site Plan for Construction of a 104' Monopole Communications Tower and Related Appurtenances at 491 Eastern Blvd, Parcel Number 5-26-103.007

A request has been submitted by Michael Cusack, Esq. of Young/Sommer LLC on behalf of St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless to amend the Site Plan that was approved on April 4, 2011. There was a misunderstanding between the applicant and the property owner as to where the tower was going to be located.

A revised plan, which is included with each City Council member's agenda, was submitted at the Planning Board meeting on August 2, 2011. It addressed all of the staff landscaping recommendations.

The Planning Board adopted a motion recommending that the City Council approve the site plan with the condition listed in the resolution. Attached are copies of the report prepared for the Planning Board and an excerpt from its Minutes.

The County Planning Board reviewed the site plan at its July 26, 2011 meeting and adopted a motion that the project does not have any county-wide or inter-municipal issues and is of local concern only.

The City Council must respond to the questions in Part 2 (and Part 3 if necessary) of the Environmental Assessment Form before it may vote on the resolution. The resolution prepared for City Council consideration states that the project will not have significant negative impact on the environment and approves the amended site plan submitted to the Engineering Department on July 14, 2011 and revised on August 2, 2011.

RESOLUTION

Page 1 of 2

Approving the Amended Site Plan Submitted by Michael Cusack of Behalf of Verizon Wireless for Construction of a 104' Monopole Communications Tower, a 360 Square Foot Building, Driveway, Parking Area, and Related Appurtenances at the Rear of 491 Eastern Boulevard, Parcel 5-26-103.007

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 Michael Cusack, Esq. of Young/Sommer LLC, has made an application for amended site plan approval on behalf of the St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless for the construction of a 104' monopole communications tower, a 360 square foot building, driveway, parking area, and related appurtenances at the rear of 491 Eastern Boulevard, parcel number 5-26-103.007, and

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on July 26, 2011, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant county-wide or intermunicipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on August 2, 2011, and recommended that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. The applicant shall obtain a General City Permit for any digging in the City's right of way.

And,

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Quality Review Act (SEQRA) and the regulations promulgated pursuant thereto, and

WHEREAS the City Council has determined that the proposed project is a Type I Action as that term is defined in 6NYCRR Section 617.2, and

RESOLUTION

Page 2 of 2

Approving the Amended Site Plan Submitted by Michael Cusack of Behalf of Verizon Wireless for Construction of a 104' Monopole Communications Tower, a 360 Square Foot Building, Driveway, Parking Area, and Related Appurtenances at the Rear of 491 Eastern Boulevard, Parcel 5-26-103.007

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 a coordinated SEQRA review has not been initiated, because there have been no other Involved Agencies identified, and

WHEREAS the City Council has reviewed the Full Environmental Assessment Form and Visual EAF Addendum and has responded to each of the questions contained in Part II of the Full EAF and has determined that the project, as submitted, will not have a significant effect on the environment, and

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

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

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, that approval of the site plan submitted on July 14, 2011, and revised on August 2, 2011, is hereby granted contingent on the above listed condition to Michael Cusack, Esq. of Young/Sommer LLC on behalf of the St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless for the construction of a 104' monopole communications tower, a 360 square foot building, driveway, parking area, and related appurtenances at the rear of 491 Eastern Boulevard, parcel number 5-26-103.007.

Seconded by

Project Overview: The applicant is proposing an alteration to the previously approved site plan for the construction of a 104' monopole communications tower and related appurtenances, including twelve panel antennae, two microwave antennae, a GPS unit, a 12'x30' equipment shelter, fencing, driveway, and parking area. When the initial application was approved by the Planning Board on March 1, 2011, the proposed location was near the southwest corner of the parcel at 491 Eastern Boulevard, behind the Parkside Bible Church. The current request proposes that the tower and appurtenances be shifted approximately 180 feet to the northeast, putting it within 150 feet of the Huntington Street margin.

General Comments: As stated by the applicant in their July 8, 2011 letter, the proposed relocation will cause the distance to the nearest residential structure to increase by 53 feet. Additionally, the absolute elevation of the top of the tower will be roughly 3 feet lower, due to a lower base elevation. Parking, drainage, grading, utilities, and lighting are all largely unchanged.

The relocation may have a slight negative effect on the visibility of the structure from areas to the north, like Marble Street Park or residences on Water Street. This effect will be partially mitigated by the 3' reduction in height.

Landscaping: The applicant has reduced the proposed landscaping, largely due the fact that less of the site is being disturbed. The rear of the building is now cut into a more densely wooded area, and thus the number of new trees necessary to fully screen the structure is reduced. Conversely, the new location's proximity to Huntington Street will require a more substantial staggered planting strip along the front of the structure. In general, despite a reduction in the gross number of plantings, the applicant's amended landscaping plan appears to provide a sufficient visual buffer.

Two minor changes are recommended. First, the applicant should vary the species of tree in order to prevent loss to disease. Currently all 14 trees are Blue Spruce, and the Planning Board's Landscaping and Buffer Zone Guidelines recommend that no species be more than 15% of new plantings. Second, the applicant should consider planting small trees or shrubs along the margins of the driveway between the tower and Huntington Street.

Summary:

1. The applicant shall vary the species of tree planted on the site, ideally following the 15% rule as set out in the Landscaping and Buffer Zone Guidelines.
2. The applicant shall install trees or shrubs along the margins of the driveway between the tower and Huntington Street.
3. The applicant shall obtain a General City Permit for any digging in the City's right of way.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, P.E., Civil Engineer II
Michael E. Cusack, Esq.
Sarah Mayberry Stevens, Verizon Wireless

Young / Sommer LLC

YOUNG SOMMER WARD RITZENBERG BAKER & MOORE LLC

COUNSELORS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205

Phone: 518-438-9907 • Fax: 518-438-9914

Saratoga Office:

PHONE: 518-580-0163 / 518-580-0943

www.youngsommer.com

JEFFREY S. BAKER
DAVID C. BRENNAN
MICHAEL J. MOORE
JAMES A. MUSCATO II
J. MICHAEL NAUGHTON
ROBERT A. PANASCI
KENNETH S. RITZENBERG
DEAN S. SOMMER
DOUGLAS H. WARD
KEVIN M. YOUNG

JOSEPH F. CASTIGLIONE
LAUREN L. HUNT
ALLYSON M. PHILLIPS
KRISTIN LAVIOLETTE PRATT

OF COUNSEL
SUE H.R. ADLER
MICHAEL E. CUSACK
SONYA K. DEL PERAL
ELIZABETH M. MORSS
STEPHEN C. PRUDENTE
KRISTIN CARTER ROWE
LAWRENCE R. SCHILLINGER

PARALEGALS
ALLYSSA A. TILLSON
AMY S. YOUNG

cusacklaw@verizon.net

July 13, 2011

Michael A. Lumbis, Planner
City of Watertown
245 Washington Street, Rm 302
Watertown, New York 12601

RE: St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless
(Proposed Thompson Park Communications Facility)

Dear Mr. Lumbis:

This office represents St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless ("Verizon Wireless"). I am writing with respect to the above-referenced Site Plan Application, which the Watertown City Council approved at its April 4, 2011 meeting (copy of approval attached), and the revised Site Plan forwarded with my letter of July 8, 2011.

Due to a communication error on the part of Verizon Wireless, it is necessary to relocate the proposed 100± ft. monopole tower (104± ft. when including a 4± ft. lightning rod) approximately 183 ft. closer to Huntington Street. In accordance with our telephone conversation on July 11, 2011, we are hereby making application to amend the Site Plan and incorporate this change. Enclosed for your review are the following application materials:

1. City of Watertown Site Plan Review Application and Short Environmental Assessment Form ("Short EAF");
2. Amended Site Plan showing the new tower location, prepared by Costich Engineering, P.C.;
3. Updated Full Environmental Assessment form ("Full EAF") prepared by Costich Engineering, P.C.;
4. Supplemental Engineering Report of Costich Engineering, P.C., providing further details concerning the project and the compliance of the proposed revisions with the City Zoning Ordinance;



5. Consent of Parkside Bible Church of the Christian & Missionary Alliance; and
6. \$50.00 Site Plan Application Fee.

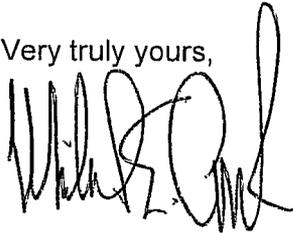
As the attached documents demonstrate, the new tower location will comply with all applicable setbacks in the City Zoning Ordinance and provide increased separation from abutting neighbors to the south and west (including a 53± ft improvement in the distance from the closest residential structure at Huntington Heights). The proposed monopole will still be approximately 150 ft. from Huntington Street, and will be located in an area that is generally more acceptable to Verizon Wireless' landlord, Parkside Bible Church of The Christian & Missionary Alliance.

Verizon Wireless' project engineers are also including updated landscaping details in the amended Site Plan, in accordance with the condition imposed by the City Council in the Site Plan approval. These details appear on all sheets of the Overall Zoning Site Plan except Sheet CA500. Since this is a request for an amendment to a previously reviewed and approved Site Plan, all other information included with our Application Package dated November 12, 2010 is respectfully incorporated herein by reference.

As the amended Site Plan will comply in all material respects with the City Zoning Ordinance, we respectfully request that this project be referred to the City Planning Board and Jefferson County Planning Board for an advisory recommendation, and placed on the agenda of the Watertown City Council for a public hearing.

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael E. Cusack". The signature is stylized and cursive.

Michael E. Cusack, Esq.

Encl.

cc: Deborah Burke, Airosmith Development
Sarah Mayberry Stevens, Verizon Wireless
Kurt Hauk, P.E. City Engineer
Bob Slye, Esq., City Attorney



CITY OF WATERTOWN, NEW YORK

ROOM 302, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

MARY CORRIVEAU
CITY MANAGER

April 6, 2010

Michael E. Cusack, Esq.
Young, Sommer, Ward, Ritzenberg,
Baker & Moore, LLC
5 Palisades Drive, Executive Woods
Albany, NY 12205

Re: Site Plan Approval – Verizon Wireless
491 Eastern Boulevard – Parcel Number 5-26-103.007

Dear Mr. Cusack:

At its April 4, 2011 meeting, City Council of the City of Watertown considered your request for a Site Plan Approval submitted on behalf of St. Lawrence Seaway Cellular Partnership d/b/a Verizon Wireless for the construction of a 104' Monopole Communications Tower and related appurtenances at the rear of 491 Eastern Boulevard, Parcel Number 5-26-103.007.

At that meeting, the City Council approved the revised site plan submitted to the City Engineering Department on March 18, 2011, contingent upon the following:

- 1. Deciduous trees shall be added along the entrance drive, in the existing stand of mature trees and in the lawn area to the south and east of the proposed facility.

Enclosed is a certified copy of the resolution adopted by the City Council for your file. All further permits and requirements for the project can be determined by contacting the City Engineering Department and the City Code Enforcement Bureau.

Sincerely,

Michael A. Lumbis
Planner

MAL:eg
Enclosure

Shawn R. McWayne, Code Enforcement Supervisor
Parkside Bible Church of the Christian & Missionary Alliance, 491 Eastern Boulevard,
Watertown, NY 13601
Sarah Mayberry Stevens, Verizon Wireless, 175 Calkins Road, Rochester, NY 14623

April 4, 2011

RESOLUTION

Page 1 of 3

Approving Site Plan for the Construction of a 104' Monopole Communications Tower and Related Appurtenances Located at 491 Eastern Boulevard, Parcel No. 5-26-103.007

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
X	
	X
X	
X	
X	
4	1

Introduced by

Council Member Teresa R. Macaluso

WHEREAS Michael E. Cusack, Esq., on behalf of St. Lawrence Seaway Cellular Partnership d/b/a Verizon Wireless has made an application for Site Plan Approval for the construction of a 104' Monopole Communications Tower and Related Appurtenances located at 491 Eastern Boulevard, Parcel No. 5-26-103.007, and

WHEREAS the Planning Board of the City of Watertown reviewed the Site Plan at its meeting held on March 1, 2011 and recommended that the City Council approve the Site Plan contingent upon the following:

1. The 12' wide driveway must be paved with asphalt for the portion of the driveway that is within the street right-of-way.
2. An asphalt pavement detail must be provided showing an asphalt section consisting of a minimum of 1" top course and 3" binder course.
3. The applicant must obtain a General City Permit for any digging in the City right-of-way.
4. Evergreen trees and shrubs shall be added along the south and east sides of the proposed chain link fence.
5. Deciduous trees shall be added along the entrance drive, in the existing stand of mature trees and in the lawn area to the south and east of the proposed facility.
6. The chain link fence shall be dark green or black vinyl coated fencing material.
7. The applicant shall paint the structure a brown color to blend in the with the surrounding area, and

WHEREAS the applicant submitted a Revised Site Plan to the Engineering Department on March 18, 2011 that meets most of the conditions recommended by the Planning Board except the following:

Resolution No.

April 4, 2011

RESOLUTION

Page 2 of 3

Approving Site Plan for the Construction of a 104' Monopole Communications Tower and Related Appurtenances Located at 491 Eastern Boulevard, Parcel No. 5-26-103.007

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

1. Deciduous trees shall be added along the entrance drive, in the existing stand of mature trees and in the lawn area to the south and east of the proposed facility, and

WHEREAS the County Planning Board reviewed the request on February 22, 2011 and adopted a motion stating that the project does not have any significant countywide or intermunicipal issues and is of local concern only, and

WHEREAS the City Council has reviewed the Environment Assessment Form, responding to each of the questions contained in Part II and has determined that the project is an Unlisted Action and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and Site Plan constitutes a Type I Action for the purposes of SEQRA and hereby determines as the only involved agency and therefore the lead agency that the project will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, New York, that Site Plan Approval is hereby granted to Michael E. Cusack, Esq., on behalf of St. Lawrence Seaway Cellular Partnership d/b/a Verizon Wireless for the construction of a 104' Monopole Communications Tower and Related Appurtenances located at 491 Eastern Boulevard, Parcel No. 5-26-103.007 as shown on the revised Site Plan submitted to the City Engineer on March 18, 2011 with the remaining conditions listed above, and

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

Resolution No.

April 4, 2011

RESOLUTION

Page 3 of 3

Approving Site Plan for the Construction of a
104' Monopole Communications Tower and
Related Appurtenances Located at
491 Eastern Boulevard, Parcel No. 5-26-103.007

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

periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval.

Seconded by Council Member Jeffrey M. Smith

RESOLUTION

By Council Member Teresa R. Macaluso

Date April 4, 2011

SUBJECT:

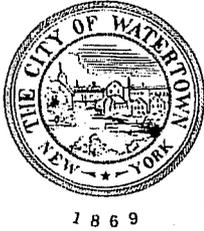
Approving Site Plan for the Construction of a 104' Monopole Communications Tower and Related Appurtenances Located at 491 Eastern Blvd., Par. No. 5-26-103.007

STATE OF NEW YORK
Jefferson County } ss:
CITY OF WATERTOWN }

I, DONNA M. DUTTON, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held 4-4-11 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Watertown, N.Y.

Donna M. Dutton City Clerk



**CITY OF WATERTOWN
SITE PLAN APPLICATION
AND
SHORT ENVIRONMENTAL
ASSESSMENT FORM, PART 1**



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

PROPERTY LOCATION

Proposed Project Name: Thompson Park Communications Facility

Tax Parcel Number: 5-26-103.007

Property Address: 491 Eastern Boulevard

Existing Zoning Classification: LI (Light Industrial)

OWNER OF PROPERTY

Name: Parkside Bible Church of the Christian & Missionary Alliance

Address: 491 Eastern Boulevard

Watertown, New York 13601

Telephone Number: 315/782-6534 - Pastor Justin Morris

Fax Number: _____

APPLICANT

Name: St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless

Address: 175 Calkins Road

Rochester, New York 14623

Telephone Number: 585/321-5463 - Sarah Mayberry Stevens

Fax Number: 585/359-3503

Email Address: sarah.mayberry@verizonwireless.com

ENGINEER/ARCHITECT/SURVEYOR

Name: Costich Engineering, P.C., David Weisenreder, P.E.

Address: 217 Lake Avenue

Rochester, New York 14608

Telephone Number: 585/458-3020 x109

Fax Number: 585/458-2731

Email Address: dweisenreder@costich.com

PROJECT DESCRIPTION

Describe project and proposed use briefly:

See supporting information attached hereto

Is proposed Action:

New Expansion Modification/Alteration

Amount of Land Affected:

Initially: 0.149 Acres Ultimately: 0.149 Acres

Will proposed action comply with existing zoning or other existing land use restrictions?

Yes No If no, describe briefly

What is present land use in vicinity of project?

Residential Industrial Commercial Agriculture
 Park/Forest/Open Space Other

Describe: municipal water treatment facility; apartment complex;
church

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

Yes No If yes, list agency(s) and permit/approval(s)

Building Permit - City of Watertown

Does any aspect of the project have a currently valid permit or approval?

Yes No If yes, list agency(s) and permit/approval(s)

FCC License (ATTACHED)

As a result of proposed project, will existing permit/approval require modification?

Yes No

Proposed number of housing units (if applicable): N/A

Proposed building area: 1st Floor 360 Sq. Ft.
2nd Floor N/A Sq. Ft.
3rd Floor N/A Sq. Ft.
Total 360 Sq. Ft. (pre-fab equipment shelter)

Area of building to be used for the boiler room, heat facilities, utility facilities
and storage: 360 Sq. Ft.

Number of parking spaces proposed: 2

Construction Schedule: 3 Months

Hours of Operation: 24 x 7 (unmanned public utility facility)

Volume of traffic to be generated: 2-3 trips/month (as needed) ADT

REQUIRED DRAWINGS:

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

ELECTRONIC COPY OF ENTIRE SUBMISSION (PDF preferred)

BOUNDARY & TOPOGRAPHIC SURVEY

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

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

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

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

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

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

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

The north arrow & graphic scale are shown.

DEMOLITION PLAN (If Applicable) N/A

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

All items to be removed are labeled in darker text.

SITE PLAN

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

All proposed easements & right-of-ways are shown and labeled.

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

GRADING PLAN

- All proposed below ground features including elevations & inverts are shown and labeled.
- All proposed above ground features are shown and labeled.
- The line work & text for all proposed features is shown darker than existing features.
- All proposed easements & right-of-ways are shown and labeled.
- 1' existing contours are shown dashed & labeled with appropriate spot elevations.
- 1' proposed contours are shown & labeled with appropriate spot elevations.
- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
- Sediment & Erosion control are shown & labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

UTILITY PLAN

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

LANDSCAPING PLAN

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

PHOTOMETRIC PLAN (If Applicable) N/A

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

CONSTRUCTION DETAILS & NOTES

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

PRELIMINARY ARCHITECTURAL PLANS (If Applicable)

- Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided. (N/A - Equipment Shelter Only)
- Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.
- Roof outline depicting shape, slope and direction is provided.

ENGINEERING REPORT

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

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

GENERAL INFORMATION

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

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

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

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

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

Plans have been collated and properly folded.

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

See attached Memorandum and Report of Costich
Engineering, P.C. (revised 7/11/11)

Full

Completed SEQR – ~~Short~~ Environmental Assessment Form – Part I.

*A copy of the SEQR Form can be obtained from the City of Watertown website.

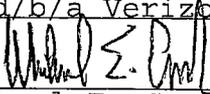
SIGNATURE

I certify that the information provided above is true to the best of my knowledge.

St. Lawrence Seaway RSA Cellular Partnership

Applicant (please print) d/b/a Verizon Wireless

Applicant Signature


Michael E. Cusack, Esq.

Date: 7/13/11

Regional Local Counsel

**AMENDED SITE PLAN APPROVAL – VERIZON WIRELESS
491 EASTERN BLVD. – PARCEL 5-26-103.007**

The Planning Board then considered a request submitted by Michael Cusack, Esq. on behalf of St. Lawrence Seaway Cellular Partnership d/b/a Verizon Wireless for the construction of a 104' monopole communications tower, a 360 square foot building, driveway, parking area, and related appurtenances at the rear of 491 Eastern Boulevard, parcel number 5-26-103.007.

Mr. Dave Brennan, Esq. was present to represent the applicant. He approached the Board and distributed updated site plans. He then explained that the tower was being moved from its original location at the southwest corner of the lot to an area closer to Huntington Street. The new location is further from nearby residences, and from the neighboring racquet club.

Mr. Harris asked if they would be varying the species of the trees. Mr. Brennan responded that they would, and referred to the planting schedule on the updated plan.

Mr. Lumbis commented that conditions #1 and #2 listed in the Staff Memo had been satisfied by the revised plan.

Mrs. Gervera questioned why the applicant had decided to move the structure. Mr. Brennan responded that there was some miscommunication between the church, the neighboring racquet club, and the applicant's real estate office.

Mr. Wayte questioned if there were any other issues. No one spoke.

Mr. Harris then moved to recommend approval by the City Council of a the site plan submitted on July 14, 2011, and updated on August 2, 2011, for the construction of a 104' monopole communications tower, a 360 square foot building, driveway, parking area, and related appurtenances at the rear of 491 Eastern Boulevard, parcel number 5-26-103.007 with the following condition:

1. The applicant shall obtain a General City Permit for any digging in the City's right of way.

Mr. Coburn seconded the motion, all voted in favor.



Department of Planning
175 Arsenal Street
Watertown, NY 13601



Donald R. Canfield
Director of Planning

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

July 29, 2011

Andrew Nichols, Planner
245 Washington St, Suite 304
Watertown, NY 13601

Re: Michael Cusack for Verizon Wireless, Site Plan Review for a Cellular Tower,
JCDP File # C 10 - 11

Dear Andrew,

On July 26, 2011, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

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

The project location is in proximity to the Olympic Trail Scenic Byway. Consistent with the County Planning Board's Policy on Telecommunication Facilities, effort should be made to ensure that the visual impact of the project will be minimized.

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

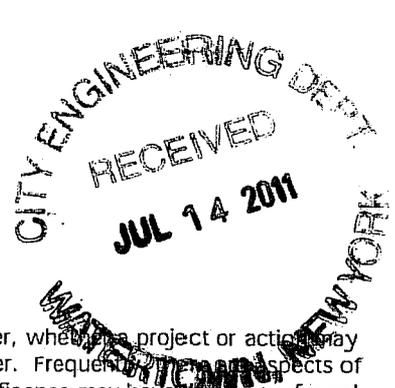
General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

E. Hartley Bonisteel
Community Development Coordinator

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM



Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, the most important aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment; therefore a **negative declaration will be prepared.**
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless- Thompson Park Wireless Communications Facility

Name of Action

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

November 11, 2010, Revised 7/13/2011

Date

PART 1--PROJECT INFORMATION
Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless- Thompson Park Communications Facility

Location of Action (include Street Address, Municipality and County)

Near 491 Eastern Boulevard, City of Watertown, Jefferson County

Name of Applicant/Sponsor St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless

Address 175 Calkins Road

City / PO Rochester State NY Zip Code 14623

Business Telephone 585-703-1099 Sarah Mayberry-Stevens

Name of Owner (if different) Parkside Bible Church of the Christian & Missionary Alliance

Address 491 Eastern Boulevard

City / PO Watertown State NY Zip Code 13601

Business Telephone 315-782-6534 Justin Norris

Description of Action:

Proposed St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless 100' monopole(104'+/- with 4' +/- lightning rod), 11'-6"x30'-0" telecommunications equipment shelter on a 11'-6"x30'-0" concrete pad and associated improvements within a 48'x57' fenced compound for a proposed St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless wireless communications facility. Access to the compound will be provided via a 12' wide gravel driveway extending from Huntington Street.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other Light Industrial, Municipal Water Treatment, Apartment Complex

2. Total acreage of project area: 0.33 ± acres. (based on project limits of disturbance)

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>0.29</u> acres	<u>0.18</u> acres
Forested	<u>0.04</u> acres	<u>0.001</u> acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill) <u>Stone Yard (0.07)/Gravel Drive (0.07)</u>	_____ acres	<u>0.14</u> acres
Roads, buildings and other paved surfaces	_____ acres	<u>0.009</u> acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? Collamer Silt Loam (CtB) per SCS Soil Survey

- a. Soil drainage: Well drained _____ % of site Moderately well drained 100 % of site.
 Poorly drained _____ % of site

- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? N/A acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? Yes No

- a. What is depth to bedrock >6.6 (in feet) per SCS Soil Survey

5. Approximate percentage of proposed project site with slopes:

- 0-10% 100 % 10- 15% _____ % 15% or greater _____ %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? Yes No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No

8. What is the depth of the water table? 1.5'-2' (in feet) per SCS Soil Survey

9. Is site located over a primary, principal, or sole source aquifer? Yes No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? Yes No

According to:

Per the New York State Department of Conservation Environmental Resource Mapper.

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes No

If yes, explain:

14. Does the present site include scenic views known to be important to the community? Yes No

15. Streams within or contiguous to project area:

NONE

a. Name of Stream and name of River to which it is tributary

N/A

16. Lakes, ponds, wetland areas within or contiguous to project area:

NONE

b. Size (in acres):

N/A

17. Is the site served by existing public utilities? Yes No
- a. If YES, does sufficient capacity exist to allow connection? Yes No
- b. If YES, will improvements be necessary to allow connection? Yes No
Extension of lines from existing terminus to compound
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 6177? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: 0.33 acres. (project limit of disturbance)
- b. Project acreage to be developed: 0.149 acres initially; 0.149 acres ultimately.
- c. Project acreage to remain undeveloped: 0.181 acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed, N/A %
- f. Number of off-street parking spaces existing 0; proposed 2
- g. Maximum vehicular trips generated per hour: 2-3 month (upon completion of project)?
- h. If residential: Number and type of housing units:

	One Family	Two Family	Multiple Family	Condominium
Initially	<u>N/A</u>	<u> </u>	<u> </u>	<u> </u>
Ultimately	<u> </u>	<u> </u>	<u> </u>	<u> </u>

- i. Dimensions (in feet) of largest proposed structure: 100' monopole height; 11'-6" width; 30' length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? 30' ft. Easement
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? 0 tons/cubic yards.

3. Will disturbed areas be reclaimed Yes No N/A

a. If yes, for what intended purpose is the site being reclaimed?

Grading and seeding

- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 0.149 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?
 Yes No

6. If single phase project: Anticipated period of construction: 3 months, (including demolition)

7. If multi-phased: N/A

a. Total number of phases anticipated _____ (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? Yes No

8. Will blasting occur during construction? Yes No

9. Number of jobs generated: during construction 10; after project is complete 0

10. Number of jobs eliminated by this project 0

11. Will project require relocation of any projects or facilities? Yes No

If yes, explain:

12. Is surface liquid waste disposal involved? Yes No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? Yes No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? Yes No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? Yes No

16. Will the project generate solid waste? Yes No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? Yes No

c. If yes, give name _____; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? Yes No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? Yes No

19. Will project routinely produce odors (more than one hour per day)? Yes No

20. Will project produce operating noise exceeding the local ambient noise levels? Yes No

21. Will project result in an increase in energy use? Yes No

If yes, indicate type(s)

Electric

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding? Yes No

If yes, explain:

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Site Plan Approval</u>	_____
		<u>Special Use Permit</u>	_____
		_____	_____
City, Town, Village Planning Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Site Plan Review</u>	_____
		_____	_____
		_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
City, County Health Department	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Other Local Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Other Regional Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
State Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Federal Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

- | | | | |
|---|--|--|--------------------------------------|
| <input type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input checked="" type="checkbox"/> Site plan | <input checked="" type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan | <input type="checkbox"/> Other |

2. What is the zoning classification(s) of the site?

Light Industrial (LI)

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

Same as existing

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? Yes No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Land Uses: Church, Commercial, Industrial, Residential, Park Land, Water Treatment Plant
Zoning Districts: Planned Development, Residence C, Neighborhood Business, Heavy Industrial, Residence B, Light Industry

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? Yes No

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? _____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

12. Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic. Yes No

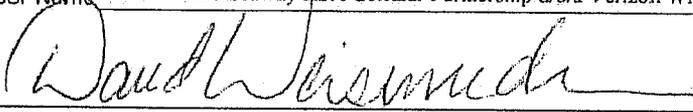
D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless Date 11/11/10, revised 7/13/11

Signature 

Title David A. Weisenreder, PE-Costich Engineering - Project Engineer, Agent for Applicant

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable?** The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be any impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily significant. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
-------------------------------------	-----------------------------------	--

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
-------------------------------------	-----------------------------------	--

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?
 NO YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?
 NO YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

NO YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?
 NO YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• A major reduction of an open space important to the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?
 NO YES

List the environmental characteristics that caused the designation of the CEA.

--	--	--	--

Examples that would apply to column 2

• Proposed Action to locate within the CEA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will result in a reduction in the quantity of the resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will result in a reduction in the quality of the resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will impact the use, function or enjoyment of the resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?
 NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

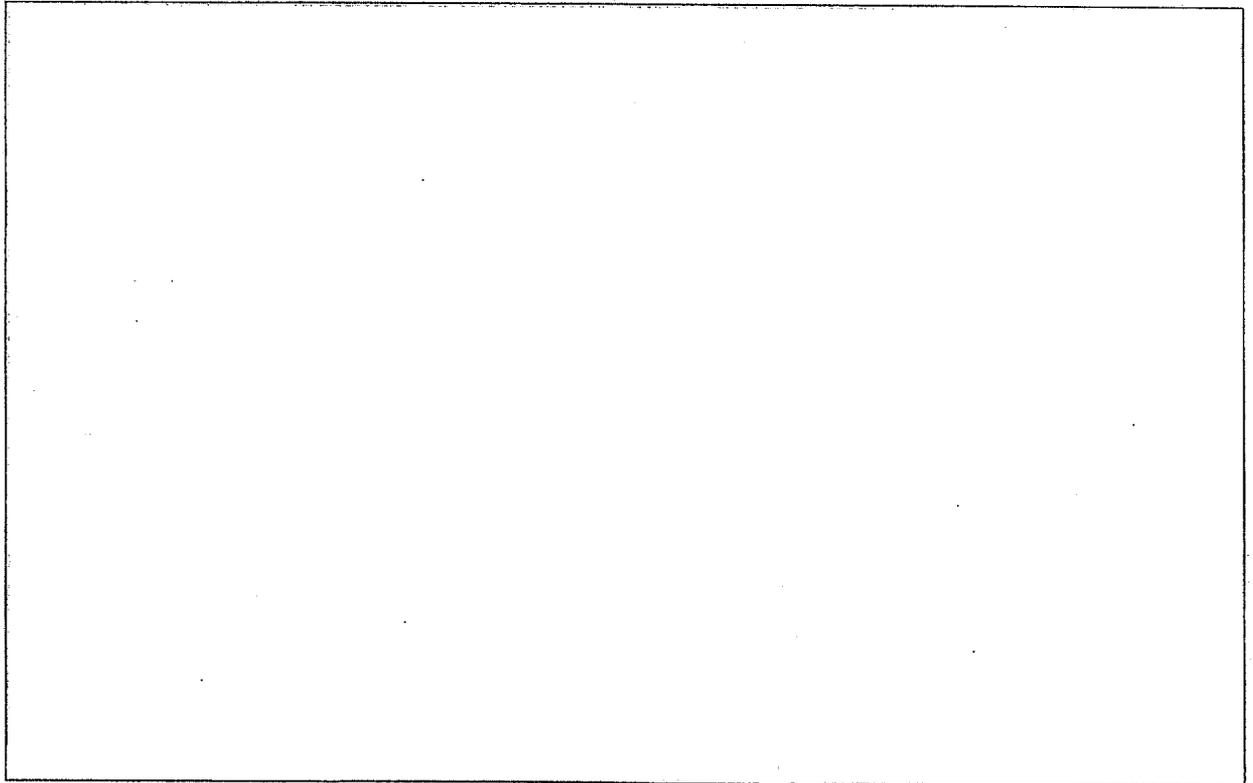
Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.



Appendix B
 State Environmental Quality Review
 Visual EAF Addendum

Thompson Park
 Project No. 4562
 12/11/2010
 Revised 2/22/2011

This form may be used to provide additional information relating to Question 11 of Part 2 of the Full EAF.
 (To be completed by Lead Agency)

Visibility	Distance Between Project and Resource (in Miles)				
	0-1/4	1/4-1/2	1/2-3	3-5	5+
1. Would the project be visible from:					
A.)A parcel of land which is dedicated to and available to the public for the use, enjoyment and appreciation of natural or man-made scenic qualities?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.)An overlook or parcel of land dedicated to public observation, enjoyment and appreciation of natural or man-made scenic qualities?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.)A site or structure listed on the National or State Registers of Historic Places?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.)State Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.)The State Forest Preserve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.)National Wildlife Refuges and state game refuges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G.)National Natural Landmarks and other outstanding natural features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.)National Park Service lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J.)Rivers designated as National or State Wild, Scenic or Recreational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K.)Any transportation corridor of high exposure, such as part of the Interstate System, or Amtrak?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L.)A governmentally established or designated interstate or inter-county foot trail, or one formally proposed for establishment or designation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M.)A site, area, lake, reservoir or highway designated as scenic?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N.)Municipal park, or designated open space?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P.)County road? *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
R.)State? *	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S.)Local road? *	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the visibility of the project seasonal? (i.e. screened by summer foliage, but visible during other seasons?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Are any of the resources checked in questions 1 used by the public during the time of year during which the project will be visible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

DESCRIPTION OF EXISTING VISUAL ENVIRONMENT

4. From each item checked in questions 1, check those which generally describe the surrounding environment.

	Within	
	*1/4 mile	* 1 mile
Essentially undeveloped	<input type="checkbox"/>	<input type="checkbox"/>
Forested	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Agricultural	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Suburban residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commercial	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Urban	<input type="checkbox"/>	<input checked="" type="checkbox"/>
River, Lake, Pond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cliffs, Overlooks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Designated Open Space	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Flat	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hilly	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mountainous	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

Note: add attachments as needed

5. Are there visually similar projects within:

- * 1/4 mile Yes No *
- * 1 mile Yes No *
- * 1 1/2 miles Yes No *
- * 3 miles Yes No *

* Distance from project site are provided for assistance. Substitute other distances as appropriate.

EXPOSURE

6. The annual number of viewers likely to observe the proposed project is 231,176 *

NOTE: When user data is unavailable or unknown, use best estimate.

CONTEXT

7. The situation or activity in which the viewers are engaged while viewing the proposed action is

Activity	FREQUENCY			
	Daily	Weekly	Holidays/ Weekends	Seasonally
Travel to and from work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Involved in recreational activities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Routine travel by residents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At a residence	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At worksite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Refer to attached sheet

SUPPLEMENTAL DATA FOR VISUAL EAF ADDENDUM

- A.) Waterworks Park and Thompson Park 0.08± Miles and 0.78± Miles
- B.) Thompson Park Scenic Overlook 0.91± Miles
- C.) Calvary Cemetary 0.47± Miles
- K.) Interstate Route 81 (I-81) 2.80± Miles
- M.) Olympic Byway (S.R.3) 0.10± Miles

The following sites can be seen along the Olympic Byway:

Scenery & Wildlife

- Watertown Rotary Handicap Fishing Access and Cartop Launch on the Black River
- Waterworks Park, Cartop Launch and Picnic Area

Recreation & Outdoor Adventure

- Watertown Rotary Handicap Fishing Access and Cartop Launch on the Black River
- Waterworks Park, Cartop Launch and Picnic Area

- N.) Waterworks Park, Thompson Park 0.08± Miles and 0.78± Miles

R.) State Roads

State Road(s)	Distance Between Project and Resource (Miles)
Eastern Boulevard (NYS Route 3) Olympic Byway	0.10±
Pearl Street (NYS Route 283)	0.81±
State Street (NYS Route 126)	0.72±
Interstate Route 81	2.80±

S.) Local Roads

Local Road(s)	Distance Between Project and Resource (Miles)
Huntington Street	0.06±
Christie Lane	0.16±
Torkle Drive	0.17±
Cross Country Lane	0.23±
Sorenson Avenue	0.24±
Gill Street	0.18±
Michigan Avenue	0.22±
Ohio Street	0.36±
Monroe Avenue	0.37±
Ridge Road	0.29±
Hunt Street	0.28±

5. Two (2) existing radio towers and (2) existing cell towers located within 3 miles of the project site along State Street (NYS Route 126).
6. Established by assuming a percentage of travelers within the viewshed who will actually observe the project. ADT information taken from NYSDOT Traffic Data viewer (<http://gis.dot.ny.gov>).

	ADT x %	=	Est. # of Viewers
Eastern Boulevard (NYS Route 3)	10556x6%	=	633
Total Average Daily Viewers		=	633
		x	<u>365</u> days per year
<i>Total Estimated Viewers per Year</i>		=	<i>231,176/year*</i>

August 10, 2011

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Concert Cost Analysis

The following is a summary of the revenues and expenses for the Tragically Hip, Symphony Syracuse and Reba McEntire concerts.

<u>Concert Cost Analysis</u>	<u>Tragically Hip</u>	<u>Symphony Syracuse</u>	<u>Reba McEntire</u>
Revenues			
Facility Rental	\$ 1,320	\$ -	\$ 750
Food Concession Revenue	353	-	752
Alcohol Concession Revenue	6,103	-	1,902
Donations	-	25,240	-
Total Revenue	\$ 7,776	\$ 25,240	\$ 3,404
Expenses			
<u>Department of Public Works</u>			
Personal Services	\$ 8,419	\$ 5,014	\$ 7,685
Equipment (1)	3,348	2,042	2,373
Other Expenses (2)	267	26,812	994
Fringe Benefits	2,988	1,754	2,730
Total DPW Expenses	\$ 15,022	\$ 35,621	\$ 13,782
<u>Police Department</u>			
Personal Services	\$ 487	\$ 8,934	\$ 343
Fringe Benefits	316	2,649	223
Total Expenses	\$ 803	\$ 11,583	\$ 566
<u>Fire Department</u>			
Personal Services	\$ 268	\$ 1,169	\$ 458
Fringe Benefits	68	347	136
Total Expenses	\$ 336	\$ 1,516	\$ 594
<u>Comptrollers Department</u>			
Personal Services	\$ 533	\$ -	\$ 496
Fringe Benefits	106	-	122
Total Expenses	\$ 639	\$ -	\$ 618
Grand Total Expenses	\$ 16,801	\$ 48,721	\$ 15,559
Net Gain / (Loss)	\$ (9,025)	\$ (23,481)	\$ (12,155)

Notes:

- (1) The equipment costs for the Department of Public Works are based on FEMA rates.
- (2) Other expenses for Symphony Syracuse include \$25,240 to pay Symphony.