

CITY OF WATERTOWN, NEW YORK
AGENDA
January 6, 2025
7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, January 6, 2025, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

7:15 p.m.	Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-Acre Section of 612 Swan Street, Parcel Number 7-14-110.001 from Commercial to Residential.
-----------	---

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Designating Depositories of City Funds for 2025 |
| Resolution No. 2 - | Authorizing the Sale of Surplus Fire Department Equipment and Miscellaneous Items |
| Resolution No. 3 - | Adopting Updated Guidelines and Administrative Procedures for the Community Development Block Grant Homebuyer Program |
| Resolution No. 4 - | Approving the Community Development Block Grant (CDBG) Sub-Recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2024 Homebuyer Program |

- Resolution No. 5 - Authorizing Sale of Real Property, Parcel # 01-10-115.000, Known as 80 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 6 - Authorizing Sale of Real Property, Parcel # 01-10-116.000, Known as 81 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 7 - Authorizing Sale of Real Property, Parcel # 01-10-117.000, Known as 82 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 8 - Authorizing Sale of Real Property, Parcel # 01-10-118.000, Known as 83 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 9 - Authorizing Sale of Real Property, Parcel # 01-10-119.000, Known as 84 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 10 - Authorizing Sale of Real Property, Parcel # 01-10-120.000, Known as 85 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 11 - Authorizing Sale of Real Property, Parcel # 01-10-121.000, Known as 86 Alexandria Avenue to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 12 - Authorizing Sale of Real Property, Parcel # 09-01-121.000, Known as 565 Arsenal Street to Lloyd Little, 616 Burchard Street, Watertown, New York 13601
- Resolution No. 13 - Authorizing Sale of Real Property, Parcel # 09-01-120.000, Known as 571 Arsenal Street to Lloyd Little, 616 Burchard Street, Watertown, New York 13601
- Resolution No. 14 - Approving the Sale of a Strip of Land from Real Property Known as VL Roundhouse Drive, Parcel Number 9-43-101.211 to Ironbell, LLC
- Resolution No. 15 - Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Kelly Burdick
- Resolution No. 16 - Finding That Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-acre Section of 612 Swan Street, Parcel Number 7-

14-110.001, from Commercial to Residential Will Not
Have a Significant Impact on the Environment

ORDINANCES

LOCAL LAW

OLD BUSINESS

Ordinance No. 1 - Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-Acre Section of 612 Swan Street, Parcel Number 7-14-110.001 from Commercial to Residential.

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

To discuss proposed, pending or current litigation.

To discuss the employment history of a particular individual.

ADJOURNMENT

WORK SESSION

Next Work Session is scheduled for Monday, January 13, 2025, at 7:00 p.m.

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY, JANUARY 21, 2025.

Res. No. 1

December 30, 2024

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Designating Depositories of City Funds for 2025

In accordance with City Charter section 30, City Council shall designate at its first meeting in each year the banks located in the City for the deposit of all City funds. Accordingly, a resolution has been prepared for City Council consideration which establishes the depositories for City funds for the period January 1, 2025 through December 31, 2025.

RESOLUTION

Page 1 of 1

Designating Depositories of
City Funds for 2025

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS Section 30 of the City Charter requires the City Council to designate each year at its first meeting some incorporated bank or banks or trust company located in the City of Watertown for the deposit of all moneys belonging to the City,

NOW THEREFORE BE IT RESOLVED that the following banks are hereby designated as depositories of the City of Watertown, New York, for the year beginning January 1, 2025 and ending December 31, 2025:

Community Bank, N.A.
Key Bank
WSB Municipal Bank

And,

BE IT FURTHER RESOLVED that Community Bank, N.A., Key Bank and WSB Municipal Bank each be required to either execute a bond delivered to the City of Watertown, New York, as approved collateral or to deposit at a mutually agreed upon depository approved collateral of a value up to FIFTY MILLION DOLLARS (\$50,000,000).

Seconded by _____

Res. No. 2

December 20, 2024

To: The Honorable Mayor and City Council

From: Tina Bartlett-Bearup, Purchasing Manager

Subject: Authorizing the Sale of Surplus Fire Department Equipment and Miscellaneous Items

The City of Watertown Fire Department has submitted a listing of equipment and miscellaneous items to the Purchasing Department that are either no longer useful or beyond repair and therefore no longer of value to the City.

Staff are recommending that the equipment and miscellaneous items listed below be sold through Auctions International's online website:

LOT #	DESCRIPTION	DEPARTMENT	DATE ADDED
1	Gas powered Hurst pump with tools	Fire	12/18/2024
2	Two (2) Electric SIMO Hurst pumps with tools	Fire	12/18/2024
3	Tempest gasoline powered exhaust fan	Fire	12/18/2024
4	Tempest gasoline powered exhaust fan	Fire	12/18/2024
5	3" Homelite trash pump	Fire	12/18/2024
6	Dayton 5000w generator	Fire	12/18/2024
7	Honda 3500w generator	Fire	12/18/2024
8	Honda 3500w generator	Fire	12/18/2024
9	Two (2) Minuteman Haz Mat vacuums	Fire	12/18/2024
10	Five (5) 18" electric exhaust fans w/ door hangers	Fire	12/18/2024
11	Two (2) 48" Tomar light bars	Fire	12/18/2024
12	Two (2) 1 3/4" TFT nozzles	Fire	12/18/2024
13	Misc obsolete radio equipment	Fire	12/18/2024
14	Hydraulic rabbit tool (forcible entry)	Fire	12/18/2024
15	Three (3) hose shears	Fire	12/18/2024
16	7' truck cap for 2017 Ford F250	Fire	12/18/2024
17	25hp Johnson outboard motor	Fire	12/18/2024
18	30hp Johnson outboard motor	Fire	12/18/2024
19	25hp Johnson outboard motor	Fire	12/18/2024

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus Fire
Department Equipment and Miscellaneous
Items

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown Fire Department has various surplus equipment and miscellaneous items, the description of which is attached and made a part of this resolution, and

WHEREAS the equipment and miscellaneous items may have some value best determined by an online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by online auction, of the surplus equipment and miscellaneous items as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Manager or their designee.

Seconded by _____

SURPLUS ITEMS				
LOT #	DESCRIPTION	DEPARTMENT	DATE ADDED	
1	Gas powered Hurst pump with tools	Fire	12/18/2024	
2	Two Electric SIMO Hurst pumps with tools	Fire	12/18/2024	
3	Tempest gasoline powered exhaust fan	Fire	12/18/2024	
4	Tempest gasoline powered exhaust fan	Fire	12/18/2024	
5	3" Homelite trash pump	Fire	12/18/2024	
6	Dayton 5000w generator	Fire	12/18/2024	
7	Honda 3500w generator	Fire	12/18/2024	
8	Honda 3500w generator	Fire	12/18/2024	
9	Two Minuteman Haz Mat vacuums	Fire	12/18/2024	
10	Five 18" electric exhaust fans w/ door hangers	Fire	12/18/2024	
11	Two 48" Tomar light bars	Fire	12/18/2024	
12	Two 1 3/4" TFT nozzles	Fire	12/18/2024	
13	Misc obsolete radio equipment	Fire	12/18/2024	
14	Hydraulic rabbit tool (forcible entry)	Fire	12/18/2024	
15	Three hose shears	Fire	12/18/2024	
16	7' truck cap for 2017 Ford F250	Fire	12/18/2024	
17	25hp Johnson outboard motor	Fire	12/18/2024	
18	30hp Johnson outboard motor	Fire	12/18/2024	
19	25hp Johnson outboard motor	Fire	12/18/2024	

Res. No. 3

December 31, 2024

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Adopting Updated Guidelines and Administrative Procedures for the Community Development Block Grant Homebuyer Program

On December 18, 2017, the City Council approved the Guidelines and Administrative Procedures for the Community Development Block Grant (CDBG) First Time Homebuyer Program. The grant program provides funds for a City-wide homebuyer program that assists in the cost of the purchase and rehabilitation of housing to income eligible homebuyers.

The guidelines need to be updated occasionally to meet new regulatory requirements and other recommended changes. Amendments proposed for this revision address changes related to radon testing requirements, floodplain limitations and the maximum grant allowed per unit.

A resolution has been prepared for City Council consideration that adopts the updated Guidelines and Administrative Procedures for the City's CDBG Homebuyer Program.

RESOLUTION

Page 1 of 1

Adopting Updated Guidelines and Administrative Procedures for the Community Development Block Grant Homebuyer Program

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Program includes a Homebuyer Program which provides funding to assist with the cost of the purchase and rehabilitation of housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS guidelines and administrative procedures must be developed for the program, and

WHEREAS the City Council approved the Homebuyer Program Guidelines for the Community Development Block Grant Homebuyer Program on December 18, 2017, and

WHEREAS the Guidelines have been updated to address changes related to radon testing requirements, floodplain limitations and the maximum grant allowed per unit,

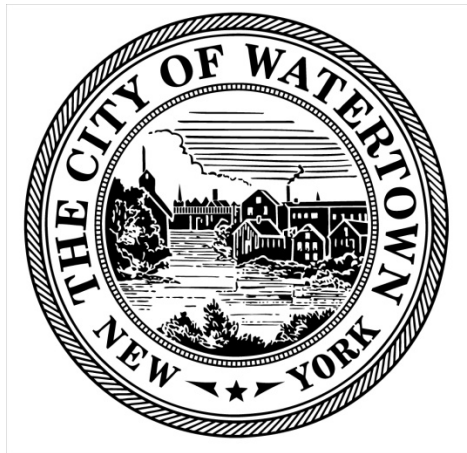
NOW THEREFORE BE IT RESOLVED that updated Homebuyer Program Guidelines for the City of Watertown's Community Development Block Grant (CDBG) Homebuyer Program, a copy of which is attached and made part of this resolution, are hereby adopted and shall become effective immediately for all homebuyer activities conducted with CDBG funding in the City of Watertown.

Seconded by _____

City of Watertown

Community Development Block Grant Homebuyer Program Guidelines

Adopted December 18, 2017



Revision Dates:
December 20, 2021
January 6, 2025

City of Watertown

Homebuyer Program Guidelines

1.0 General Provisions

1.1 Statement of Purpose

The purpose of this program is to assist income eligible First Time Homebuyers with the purchase and rehabilitation of a home. The primary objective is to ensure homebuyers purchase homes that are affordable and can be sustained by the family.

Assistance will be provided to help homebuyers identify what they can afford in a mortgage, obtain non-predatory financing, identify eligible properties, and identify improvements that may be necessary to ensure sustainability. Technical assistance will be provided to determine the best way to complete necessary improvements, to help find local contractors who can perform the work, and to assure that all rehabilitation activities are completed in a satisfactory manner in compliance with applicable federal, state and local regulations.

Financial assistance will be available to help qualified applicants with down payment, closing costs and rehabilitation up to a maximum of \$35,000 per unit, not to exceed a maximum of \$70,000 per property. Federal Community Development Block Grant funding will be used to provide financing for purchase and improvements in an appropriate size house for the family size. The financing will be in the form of a deferred payment loan that will be forgiven if the applicant continues to live in the home and complies with all program guidelines for a period of ten years that begins when the Note and Mortgage is filed.

A Project Review Committee will review the project recommendations selected by Neighbors of Watertown, Inc. (NOWI), serving as the project administrators. The Committee will consist of applicable staff from NOWI as well as staff from the City of Watertown Planning Department. A project will not be able to proceed prior to being approved by the Project Review Committee. A project will be considered approved when the Application for Assistance and Project Agreement have been signed by staff from the City of Watertown Planning Department. A second Project Review Committee meeting will be held after closing to review the rehabilitation portion of the project.

1.2 Organization and Authority

Overall program organization is detailed in this section with an outline of the responsibilities and authority delegated at each level.

a. Project Review Committee

A Project Review Committee shall be established to include applicable staff from the City of Watertown Planning Department.

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 the Project Review Committee with the recommendation of the Program Administrator.

All financial assistance and any modification of the CDBG financing (eg: for necessary change orders permitted under Section 10.6) must be approved by the Project Review Committee and the recommendation of the Program Administrator.

b. Program Administrator

Neighbors of Watertown, Inc (NOWI) will serve as the Program Administrator and will be responsible for the day-to-day administration of the program including collection of all documentation, determination of applicants and properties, preparation of work write-ups, review of contractor proposals and inspection of work in progress. This broad responsibility is offset by strict limitations of authority as outlined below:

I. Control of the Work:

The Program Administrator does not decide which items of work will be done or which contractor will be hired. For that purpose, those decisions and all others related to the rehabilitation improvements must be made by each homebuyer. However, the Program Administrator must work with the homebuyer to assure that such

decisions will comply with the local program guidelines; and no activities will be permitted without the approval of the Program Administrator.

II. Funding Decisions

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

2.0 Eligibility for Assistance

2.1 General Eligibility

Assistance is available under this program to assist income eligible households with the purchase and rehabilitation of a 1-4 family residential property.

The applicant must qualify as a First Time Homebuyer, as defined under Public Law 101-625, Title I, Section 104 or:

1. Has not owned a home within the past three years
2. Is a Displaced Homemaker
3. Is a Single Parent
4. Owns a Mobile Home located on a rental lot.

All applicants must complete the following:

1. Attend a Homebuyer Education Course offered by Neighbors of Watertown
2. Submit an application with required documents.
 - a. Birth Certificates for all household members
 - b. Proof of income
 - c. Federal and State Income Tax Returns
 - d. Bank statements of checking and savings
3. Participate in one-on-one counseling for budgeting, affordability and maintaining a home.

CDBG funds cannot be used to assist with the purchase of properties located in a 100-year floodplain. This must be documented using a flood plan map.

2.2 Eligibility for CDBG Assistance

Financial assistance is available to help with a down payment, closing costs and eligible rehabilitation costs to persons who qualify under the Income Guidelines.

Purchase price of the property cannot exceed annual HOME and Housing Trust Fund Homeownership Sales Price Limits. Maximum CDBG assistance per unit will not exceed \$35,000 or \$70,000 per property, with downpayment costs not to exceed fifty-percent (50%) of the purchase price.

2.3 Other Federal or State Assistance

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

2.4 Property Liens

The City of Watertown will place a lien on each property assisted under this program to assure that the First Time Homebuyer complies with all applicable regulations during a ten-year regulatory period that begins when the Note and Mortgage is filed.

The Mortgage will be self-amortizing as long as the First Time Homebuyer retains ownership of the property as their primary residence and complies with all other requirements of the program for the ten years. A Rider to the Note and Mortgage will be attached outlining the recapture provisions.

The Note will be satisfied, and the Mortgage will be discharged when the ten year regulatory period expires provided the applicant has complied with all requirements of the program or repaid a portion of the financing as required. All documents that are required to discharge the Mortgage will be prepared by the First Time Homebuyer for review and approval by the City Comptroller and the First Time Homebuyer will be responsible for filing those documents and paying any required fees.

3.0 ELIGIBLE IMPROVEMENTS

3.1 Priority 1: Health and Safety Improvements

Financial assistance will be provided to homebuyers to make minor rehabilitation improvements in addition to assistance provided for down payment and closing costs. Eligible rehabilitation improvements will be prioritized as follows:

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

- a. **Code Compliance** – any work items required to comply with the New York State Uniform Fire Prevention Code, the New York State Building Code, and all local codes for existing construction.
- b. **Model Rehabilitation Standards** – any work items required to comply with model standards produced by the National Center for Healthy Housing as detailed in APPENDIX B of these guidelines.
- c. **Plumbing Systems** – any work items required to comply with the New York State Fire Prevention and Building Codes.
- d. **Electrical Wiring** – any work items required to comply with the model standards produced by the National Center for Healthy Housing as detailed in APPENDIX B of these guidelines.
- e. **Heating Systems** – installation or upgrading of heating systems to maintain a temperature of sixty-eight degrees Fahrenheit (Seventy-five degrees Fahrenheit 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 assuring comfort and safety and security.
- h. **Stairs and Platforms** – repair or replacement of any elements of stairs or platforms that might create hazardous conditions.
- i. **Lead-Based Paint** – appropriate treatment of lead-based paint hazards to comply with HUD regulations at 24 CFR Part 35.

- j. **Radon Gas** – work required to eliminate hazardous concentrations of radon gas in the structure.
- k. **Warning Systems** – all residential units must be equipped with adequate smoke detectors and carbon monoxide detectors.

3.2 **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 may be eligible for financing through the local Weatherization Program or by EmPower New York; and all cases should be referred to those agencies in order to maximize the funding available for each project and to avoid duplication of efforts. Any energy related improvements that cannot be funded through the Weatherization Program or by EmPower can be considered as Priority 2 improvements under this program. Neighbors of Watertown, Inc. will assist each homebuyer with the following applications upon completion of the project, as these programs are limited to homeowners only.

a. **Weatherization Referral:**

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

b. **EmPower New York Referral:**

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

c. Energy Audit:

An energy audit should be conducted on each property where improvements are to be completed with CDBG financing under this program. When assistance is also being provided through the Weatherization Program, staff from CAPC will perform an energy audit using the TIPS protocol detailed in Chapter 5 of the Weatherization Assistance program Policies and Procedures Manual. The EmPower contractor may use the results of that energy audit or perform his own tests to identify energy related improvements that are needed in the property.

3.3 Priority 3: Other Necessary Improvements

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

- 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 alternate 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 only 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 First Time Homebuyer.
- i. Additions** – expansion into existing unfinished space (eg: in attics or porches) that is required to eliminate overcrowding or address special needs of the occupants in an eligible housing unit, with specific approval by the Project Review Committee.

3.4 Applicable Standards

The following standards will apply to all properties where work is to be done with assistance under the First Time Homebuyer 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 24CFR Part 35 unless the work qualifies under the minimis limitations detailed in §35.1350 of those regulations (see APPENDIX A)
- c. Green Rehabilitation** – all improvements must be designated to promote energy conservation and healthy living conditions for the occupants of the property and their neighbors (see APPENDIX C)
- d. Model Rehabilitation Standards** – the guidelines in the Model Rehabilitation Standards produced by the National Center for Healthy Housing are the minimum standards for all improvements to be completed with assistance under this program (see APPENDIX B)
- e. Historic Preservation** – properties identified by the State Historic Preservation Office as having architectural or cultural significance will be rehabilitated in accordance with the Secretary of Interior’s “Standards for Rehabilitation” (see APPENDIX D)

3.5 Ineligible Improvements

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

- a.** Replacement of any building systems, fixtures, or equipment that are determined by the Program Administrator to be adequate.
- b.** Expansion of or addition to existing structures (including expansions into non-living space) unless required to eliminate overcrowding.

3.6 Contract Method

Generally, rehabilitation activities will be completed by local tradesmen working under contract to the First Time Homebuyer based on a detailed work write-up that has been approved by both the Program Administrator and the First Time Homebuyer, as follows:

- a.** All contractors, and any subcontractors who they retain for this work, must be approved by the Program Administrator as qualified to participate in this program.
- b.** A statement of Contractor Qualifications 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 First Time Homebuyer 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.

3.7 Self-Help Method

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

- a.** The Program Administrator must be satisfied that the owner can complete the work in a competent manner and on a timely basis.

- b. The Eligible Cost will be limited to the actual cost of the materials used in the job with no allowance for labor by the owner or others.

3.8 Combination Self-Help & Contract Method

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

4.0 FINANCIAL ASSISTANCE

CDBG financing will be available to support the purchase and rehabilitation of a home in the City of Watertown by an income eligible First Time Homebuyer. The financing will be provided as a deferred payment loan for the ten-year regulatory period.

First Time Homebuyer applications will be considered when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.

4.1 Deferred Payment Loan

Deferred payment loans will be available to pay 100% of eligible costs to a maximum of \$35,000 per unit for 1-4 unit properties up to a maximum of \$70,000 per property. There will be no loan payment as long as the First Time Homebuyer occupies the property as their principal place of residence and complies with all program regulations for a period of ten years after the Note and Mortgage is filed.

- a. **Regulatory Period** – the First Time Homebuyer must agree to occupy the property as their principal residence for ten years after the Note and Mortgage has been filed.
- b. **Repayment** – the First Time Homebuyer must repay a portion of the CDBG financing if the property is sold or the owner ceases to occupy it as their principal residence during the ten year period.

Repayment under the Note and Mortgage will be reduced by 10% per year that the First Time Homebuyer occupies the property as their principal place of residence. No repayment will be required at the end of the ten-year regulatory period if all requirements of the program have been satisfied.

4.2 Minimum Homebuyer Contribution

The First Time Homebuyer will be required to contribute cash to the project. The Minimum Homebuyer Contribution must equal:

- 1) An equity payment of 2% of Total Project Cost;
- 2) Assets in excess of 25% of the Total Project Costs; and
- 3) Any Rehabilitation costs that are deemed Excess Costs.

The Minimum Homebuyer Contribution may not be reduced by financing from other federal or state programs. The required contribution must be deposited with the Program Administrator before any rehabilitation work can begin on the property.

4.3 Selection Criteria

Applications for the First Time Homebuyer will be received by the Program Administrator. The Program Administrator will review applications to determine all required documentation and information has been provided to establish income and program eligibility. Applicants will be selected for assistance based upon a first come, first ready basis.

5.0 SPECIAL CONDITIONS

5.1 Subordination to Other Financing

When CDBG financing is provided for purchase and rehabilitation improvements under this First Time Homebuyer Program, a lien is established on the property that is secured by a Note and Mortgage and recorded in the office of the County Clerk. The lien assures the homebuyer complies with all requirements of the program during the ten-year regulatory period that begins when the Note and Mortgage is filed.

In certain circumstances, a Homeowner may request a subordination of the CDBG Loan in order to secure new financing for the home.

The homebuyer must submit a written request to the Program Administrator to be presented to the Project Review Committee for approval.

5.2 Mortgage Refinancing - under no circumstance will a subordination request be considered for the purpose of:

- 1) Consolidation of consumer debt;
- 2) Addressing issues related to marital separations;
- 3) Paying medical expenses; or
- 4) Any lender or loan product considered to be predatory.

A new loan may not exceed the balance due on the primary mortgage and other loans that are secured by the property, plus reasonable fees and closing costs, unless the excess cash is required for repairs or improvements that will address problems in the property or increase the property value.

5.3 Home Equity Conversion Mortgage (HECM) –made by an FHA approved lender provided that the “net equity” in the property will exceed the value of the CDBG lien during the ten-year regulatory period and all other requirements of the program have been satisfied.

The Project File must include a written request from the property owner together with all documentation required to support the subordination including a recent property appraisal, a copy of the loan application and details of all fees and closing costs for the new financing. All documents required for the subordination will be prepared by attorneys for the lender subject to review and approval by the Project Review Committee.

6.0 VERIFICATION OF ELIGIBILITY

The following is a description of the documentation that must be collected from each applicant to determine eligibility for assistance under the First Time Homebuyer Program. This documentation must be maintained in each Project File.

6.1 Income

The Program Administrator must verify the current annual household income of the applicant to determine eligibility. Household income must include income from all sources for each adult member of the household (includes all persons aged 18 or older). The following paragraphs detail the documentation that must be collected and maintained in the project file for different types of income.

a. Salary or Wages

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

b. Social Security

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

c. Pensions

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

d. Unemployment or Disability

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

e. Personal Assets

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

f. Income from Real Estate

Details of all income from 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 deducted (eg: depreciation or amortization deductions) and personal or household

expenses that have been paid by the business will be added to the net business income.

h. Other Income

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

Households may not exceed 80% of Area Median Income as established and published annually by HUD. Income determinations must be made within six (6) months of the Real Estate closing.

6.2 Asset Test

The Program Administrator must determine that the property to be purchased does not exceed the annual HOME and Housing Trust Fund Homeownership Sales Price Limits and that the applicant cannot afford to make necessary improvements with their own resources, including funds in savings or checking accounts, certificates of deposit, stocks and bonds, and the net value after subtracting outstanding debt of any other real property they own. Assets in excess of 25% of the Total Project Costs will be deemed available to assist with the purchase and rehabilitation of the property.

7.0 INSPECTION, WORK WRITE-UP 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 First Time Homebuyer. The Program Administrator will offer assistance and explain the requirements of the First Time Homebuyer Program to help the applicant qualify for grant and loan assistance. However, Neighbors of Watertown, Inc. does not assume any responsibility or liability for decisions made by the First Time Homebuyer or for work that is completed with assistance under this program.

7.1 Property Inspections

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

4.2) and other problems or defects (see Priority 3 Improvements – Section 4.3) that the First Time Homebuyer wants to address with assistance under this program.

7.2 Work Write-up

Based on the Inspection Report, the Program Administrator will prepare a Work Write-up detailing the improvements needed to eliminate all the problems identified in the property. The Work Write-up 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 Write-up 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 Write-up must correspond to the Secretary of Interior’s “Standards for Rehabilitation” (see APPENDIX D). Those Write-ups must be approved by the State Historic Preservation Office (SHPO) before being released for contractor proposals.

The Program Administrator will prepare an estimate of the cost of all improvements in the Work Write-up for review with the First Time Homebuyer.

7.3 Lead-Based Paint – Compliance with Part 35 Regulations

Federal regulations at 24 CFR Part 35 require that special procedures be used for rehabilitation work on properties built before 1978. If that work is financed with federal funds, painted surfaces must be tested to determine whether lead-based paint is present (or lead-based paint may be presumed without testing); and any work that disturbs those painted surfaces must be performed by contractors who are trained to use “safe work practices” that will not create a hazard for young children in the property. When all work is completed, the work site must be inspected by a “certified” inspector to assure that no dust is present that is contaminated with lead-based paint.

7.4 Green Rehabilitation Practices

Green rehabilitation practices will be required to the maximum extent possible for all rehabilitation activities that are conducted under this program. The Green Rehabilitation Plan that is attached in APPENDIX B outlines the details that should be included in the scope of work for each project to improve the

environment for the people who occupy those properties and to minimize the adverse effect of this work on the environment, including:

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

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

7.5 Solicitation of Proposals

Once the closing on the property has been completed and the First Time Homebuyers have secured ownership of the home, the Program Administrator will meet with the First Time Homebuyer and review all materials prepared to solicit proposals for work on the property, including an analysis of the grant and loan assistance that might be available based on the proposed scope of work and cost estimate. If these details are acceptable to the First Time Homebuyer, the Program Administrator will be authorized to prepare a package for distribution to contractors who are qualified to complete the work. The First Time Homebuyer may pre-select those contractors who will be asked to submit proposals from a list of qualified contractors provided by the Program Administrator.

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

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

7.6 Selection of Contractor

The First Time Homebuyer may select any qualified contractor who submits an acceptable proposal for the activities detailed in the Work Write-up. However, it should be understood that the grant and loan assistance will be calculated on the basis of the lowest acceptable proposal received from all qualified contractors in this process. If another proposal is accepted, the First Time Homebuyer will be required to pay the difference between the amount of the accepted proposal and the lowest acceptable proposal received. That excess cost will be included in the minimum owner contribution.

7.7 Contractor Qualifications

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

8.0 PROJECT FILE

Once the homebuyer has obtained a pre-qualification from a bank, the Program Administrator will assemble a Project File for review by the Project Review Committee. A second review will be held by the Project Review Committee after closing and prior to any rehabilitation work being done on the property. The contents of that file are detailed below.

8.1 Application for Assistance

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

- a. The Application with documentation of Homebuyer Education Course completion, income documentation, birth certificates of all household members, bank pre-qualification, and affordability analysis.
- b. The Inspection Report listing all code violations and other problems identified in the property.
- c. The Work Write-up detailing all improvements needed to eliminate the problems identified in the property.
- d. Copies of all Proposals received from qualified contractors for this work.
- e. The Proposal Tabulation listing the contractor selected and those work items accepted by the property owner.
- f. The Application for Assistance detailing the sources of all funds for the proposed project.

8.2 Insurance and Taxes

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

- a. **Hazard Insurance** - A copy of the current insurance binder must be maintained in the project file. NOWI must be satisfied that the insurance coverage is adequate for the property and the improvements to be made with assistance under this program.
- b. **Real Estate Taxes** - The project file must include copies of the latest tax bills (including city, county, and school taxes) stamped to show receipt of payment in full for all properties owned by the applicant.
- c. **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 for all properties owned by the applicant.

8.3 Project Agreement

After review of the Application, the Project Review Committee may approve the grant. The Program Administrator will then prepare a Project Agreement specifying the amount of the grant 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 ten years after all work is completed.

8.4 Note and Mortgage

A Note and Mortgage will be required to secure repayment of the CDBG loan financing and to assure compliance with residency requirements. Those documents will be prepared by Neighbors of Watertown and recorded in the County Clerk's office.

8.5 Down Payment and Closing Costs

The Program Administrator will issue an Award Letter to the homebuyer. This letter will outline what funds are available to assist with down payment, closing costs and rehabilitation cost of the property. This will lock in funding for a period of 30 days to enable the homebuyer time to apply for and obtain bank financing.

9.0 CONSTRUCTION CONTRACT

Following approval by the Project Review Committee and mortgage commitment from the homebuyer's bank and closing of the property, the Program Administrator will prepare a Construction Contract for review and execution by the homebuyer and the contractor. The following steps will be completed before the contract is executed and work is begun:

9.1 Escrow Account

In all cases where the homebuyer is required to contribute to the cost of rehabilitation activities, the full amount of the contribution must be delivered to the Program Administrator for deposit in a special escrow account to be controlled by Neighbors of Watertown. Those funds will be used for payments to the contractor before any grant or loan funds are advanced.

9.2 Subcontractor Approval

Subcontractors must submit Contractor Qualifications and proof of insurance and be approved by the Program Administrator and the homebuyer before they may work on the project.

9.3 Self-Help Method

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

9.4 Pre-Construction Conference

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

9.5 Notice to Proceed

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

10.0 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 homebuyer. The Program Administrator is not party to the construction contract and assumes no responsibility or liability for the progress or quality of the work or for any payments to the contractor.

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

10.1 Construction Inspections

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

10.2 Payment Inspections

An inspection of the work in place will be required before any final payment can be considered. The homebuyer and the contractor should be present at all inspections. An Inspection Report will be prepared for the final payment. That report will be reviewed with the homebuyer and the contractor to assure that both parties agree about the items of work that have been completed and for which payment is being requested. The Program Administrator will sign the Inspection Report indicating compliance with the program Guidelines. The homebuyer will sign the Inspection Report indicating acceptance of the work and authorization for the payment being requested. A Payment Authorization must be completed and signed by the homebuyer and the Program Administrator before any payment is approved.

10.3 Payments

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

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

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

Before final payment, the contractor will supply the homebuyer with a copy of all equipment manuals and manufacturer's warranties and sign a Release of Liens and Warranty.

10.4 Pre-Payments

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

10.5 Self-Help

The Program Administrator will inspect all work that the homebuyer 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 will be completed and signed by the Program Administrator and the homebuyer 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.

10.6 Change Orders

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

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

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

10.7 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 homebuyer. A final inspection will be conducted with the homebuyer and the contractor; and an Inspection Report will be prepared documenting the status of all activities. The Program Administrator will sign the Inspection Report indicating compliance with the program guidelines. The homebuyer will sign the Inspection Report indicating acceptance of the work and authorization for payment. A Payment Authorization must be signed by the owner and the Program Administrator before the final payment is approved.

Before the final payment is released, the homebuyer will sign a Certificate of Completion; and the Program Administrator will prepare a Disposition of Funds Report.

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 homebuyer and the contractor and must be endorsed by the homebuyer before delivery to the contractor. The contractor must deliver a Release of Liens and Warranty before the check is released.

APPENDIX A

Lead-Based Paint Hazard Reduction Plan

The City of Watertown is administering a first time homebuyer and housing rehabilitation program with federal funding received from the U.S Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) 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 rehabilitation work is done, each property must be 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 might create lead-based paint hazards (i.e. 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 new 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. (e.g. windowsills, baseboards, trim).

Lead Hazard Evaluation:

In all cases, some form of “lead hazard evaluation” must be conducted before any rehabilitation work is done with assistance under the local housing rehabilitation program. This section outlines the different kinds of evaluation that will be appropriate for different situations.

Paint Inspection and Risk Assessment (§35.1320) is appropriate for older housing that is not in good condition where lead-based paint hazards are more likely to be found. 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 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 µ/dL for a single test
- EBL > 15 µ/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.

A more limited Lead Hazard Screen might be appropriate for newer housing that is in good condition where lead-based paint hazards are not expected. This process includes a visual assessment of the property and a minimum of two composite dust samples, including one from the floors (4 individual samples) and one from the windowsills (4 individual samples). These dust samples will be processed by a certified testing laboratory and must meet the following standards (½ the thresholds for risk assessment):

- 25 µg/square foot for floors (including carpets)
- 125 µg/square foot for windowsills

These dust samples may be collected by a trained sampling technician working under the supervision of a certified risk assessor.

Option: §35.120 of the regulations permit the local program administrator to presume that lead-based paint or lead-based paint hazards are present throughout the property. In that case, no evaluation or testing is done, and “standard treatments” must be completed on all applicable surfaces (including bare soil) according to the provisions of §35.1335(see description below).

Interim Controls:

Most of the projects to be completed under the local housing rehabilitation program 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 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 will not be required if the work is limited to the exterior of the dwelling unit and all windows, doors and other openings are sealed, or if the work can be completed in one period of up to 8 daytime hours, or for work lasting up to five days, if the work area is properly contained and the occupants have access to the rest of the house for cooking, bathing and sleeping.

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

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

- Open flame burning or torching
- Machine sanding or grinding without HEPA filtered exhaust controls
- Abrasive blasting or sand blasting without HEPA filtered exhaust controls
- Heat guns operating about 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 is 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 cleaned 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.

Standard Treatments:

§35.1335 of the regulations require that standard treatments be conducted throughout the property whenever lead-based paint is presumed without testing (i.e.: neither a lead hazard screen or risk assessment has been conducted). The following activities must be included in that work:

- Stabilize all deteriorated paint on exterior or interior surfaces
- Provide smooth, cleanable horizontal surfaces (floors, stairs, window sills and troughs)
- Correct all dust-generating conditions (rubbing, binding or crushing of painted surfaces)
- Treatment of all bare soil

Notice- (§35.125) When lead-based paint hazards are presumed without inspection or testing, a written notice will be given to each occupant of the property outlining the hazard reduction work that is being considered for the property and identifying the person who can be contacted for more information.

Safe Work Practices- This work must be completed by contractors who have been trained to use “safe work practices” to assure that the occupants are protected from lead-based paint hazards that might be created during the course of the work (see description under Interim Controls above).

Clearance of the entire property is required after all reduction work is completed (see description under Interim Controls above).

Notice must be given to each occupant of the property within 15 days after the hazard reduction activities are completed (see description under Interim Controls above).

Contractors:

All contractors who participate in the housing rehabilitation program must be approved by the local Program Coordinator based on their written application and other documentation. If the Program Coordinator is not familiar with a new contractor who wants to participate in this program, references will be checked to determine whether that contractor is capable of doing this work. Documentation is also collected to prove that each contractor is capable of doing this

work. Documentation is also collected to prove that each contractor has adequate insurance coverage, including builder's risk and general liability (minimum \$1,000,000 limits) and workers compensation and disability as required by state law.

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

Appendix B

Model Document Developed by the National Center for Lead-Safe Housing

REHAB STANDARDS FOR SINGLE-FAMILY STRUCTURES

(Incorporates changes to implement the new HUD Lead-Based Paint Regulation)

I. INTRODUCTION

A. MISSION AND HOUSING VALUES

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

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

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

B. APPLICABLE LAWS AND REGULATIONS

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

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

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

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

II. SITE IMPROVEMENTS

SOIL TREATMENTS FOR LEAD HAZARDS

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

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

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

NOTE: Soil lead levels above 5000 PPM require abatement.

TREES

Repair Standard: Minimum Life: NA

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

Replacement Standard: NA

No landscaping is permitted.

OUTBUILDINGS

Repair Standard: Minimum Life: 1 year

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

Replacement Standard: NA

No replacement of outbuildings is allowed.

PAVING AND WALKS

Repair Standard: Minimum Life: 5 years

Badly deteriorated, essential paving, such as front sidewalks, will be repaired to match.

Nonessential deteriorated paving such as sidewalks that are unnecessary, will be removed and appropriately landscaped.

Replacement Standard:

Essential walks and drives shall be replaced with concrete.

III. EXTERIOR SURFACES

EXTERIOR LEAD HAZARDS

Repair Standard: All exterior paint shall be stabilized using lead-safe practices

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

EXTERIOR STEPS AND DECKS

Repair Standard: Minimum Life: 5 years

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

Replacements Standard: 20 years

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

EXTERIOR RAILINGS

Repair Standard: Minimum Life: 5 Years

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

Replacement Standard: Minimum Life: 10 Years

Railings shall be wrought iron or preservative treated lumber.

EXTERIOR CLADDING

Repair Standard: Minimum Life: 10 Years

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

Replacement Standard: Minimum Life: 20 Years

Historically sensitive vinyl siding over house wrap.

EXTERIOR PORCHES

Repair Standard: Minimum Life: 10 Years

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

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

Replacement Standard: Minimum Life: 10 Years

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

EXTERIOR HARDWARE

Repair Standard: NA Minimum Life: 10 Years

Replacement Standard:

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

IV. FOUNDATIONS AND STRUCTURE

FOUNDATIONS

Repair Standard: Minimum Life: 20±Years

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

Replacement Standard: NA

STRUCTURAL WALLS

Repair Standard: Minimum Life: 15 Years

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

Replacement Standard: NA

FIREWALLS

Repair Standard: Minimum Life: 5 Years

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

Replacement Standard Minimum Life: 10 Years

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

V. WINDOWS AND DOORS

EXTERIOR DOORS

Repair Standard: Minimum Life: 10 Years

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

Replacement Standard: Minimum Life: 10 Years

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

WINDOWS

Repair Standard: Minimum Life: 10 Years

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

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

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

WINDOW REPLACEMENT

Repair Standard: NA

Replacement Standard: Minimum Life: 20 Years

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

INTERIOR DOORS/PLACEMENT

Repair Standard: Minimum Life: 10 Years

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

Replacement Standard: Minimum Life: 10 Years

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

VI. ROOFING

PITCHED ROOFS

Repair Standard: Minimum Life: 10 Years

Missing and leaking shingles and flashing shall be repaired on otherwise functional roofs.

Slate roofs shall be repaired when at all possible. Antennae shall be removed.

Replacement Standard: Minimum Life: 25 Years

Fiberglass asphalt, 3 tab, class A shingles weighing at least 200 and up to 240 lbs. with a prorated 25 year warranty with; continuous ridge vent.

FLAT AND LOW SLOPE ROOFING

Repair Standard: Minimum Life: 10 Years

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

Replacement Standard: Minimum Life: 20 Years

Fully adhered EPDM over 1/2" insulation board.

VII. INSULATION AND VENTILATION

INSULATION

Repair Standard: NA

Replacement Standard: Minimum Life: 15 Years

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

ATTIC VENTILATION

Repair Standard: NA

Replacement Standard: Minimum life: 20 Years

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

KITCHEN VENTILATION

Repair Standard: NA

Replacement Standard: Minimum Life: 5 Years

Range hoods or exhaust fans shall be exterior ducted stet with less than 20 somes and at least 120 TM.

BATH VENTILATION

Repair Standard: NA

Replacement Standard: Minimum Life: 5 Years

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

VIII. INTERIOR STANDARDS

LEAD-CONTAINING COMPONENTS

Repair Standard: Lead-containing walls, trim, doors and cabinets must have any deteriorated paint stabilized using lead-safe measures. As an alternative, a liquid encapsulant can be applied on such components when the surface is deemed suitable for such coatings.

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

FLOORING

Repair Standard: Minimum Life: 3 Years

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

Basement floors shall be continuous concrete.

Replacement Standard: Minimum Life: 6 Years

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

CLOSETS

Repair Standard: Minimum Life: 5 Years

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

Replacement Standard: Minimum Life: 15 Years

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

INTERIOR WALLS AND CEILINGS

Repair Standard: Minimum Life: 5 Years

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

Replacement Standard: Minimum Life: 10 Years

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

Additional Reference: American Gypsum Association

HAZMAT

Repair Standard: Minimum Life: NA

Asbestos and lead paint hazards, when identified, shall be addressed in conformance with

applicable local, state, and federal laws. Rehabilitated properties shall be cleaned to pass a Lead Dust clearance test to the levels prescribed by HUD regulations.

IX. ELECTRIC

SERVICE

Repair Standard: Minimum Life: 10 Years

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

Replacement Standard: Minimum Life: 15 Years

150 amp, main disconnect panel with at least 16 circuit breaker positions.

EXTERIOR ELECTRIC

Repair Standard: Minimum Life: 7 Years

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

Replacement Standard: NA

INTERIOR ELECTRIC DISTRIBUTION

Repair Standard: Minimum Life: 7 Years

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

Replacement Standard: Minimum Life: 15 Years

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

GROUND FAULT CIRCUITS

Repair Standard: NA Minimum Life: 5 Years

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

KITCHEN ELECTRIC DISTRIBUTION

Repair Standard: NA Minimum Life: 7 years

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

STAIRWELL LIGHTING

Repair Standard: NA Minimum Life: 7 Years

Replacement Standard:

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

ALARMS

Repair Standard: NA Minimum Life: NA

Replacement Standard: Minimum Life: 5 Years

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

X. PLUMBING SYSTEM

WATER SUPPLY

Repair Standard: Minimum Life: 5 Years

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

Replacement Standard: Minimum Life: 20 Years

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

DRAIN, WASTE, VENT LINES

Repair Standard: Minimum Life: 15 Years

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

Replacement Standard: Minimum Life: 20 Years

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

PLUMBING MINIMUM EQUIPMENT

Repair Standard: Minimum Life: 7 Years

Every dwelling unit shall have a minimum of one single bowl sink with hot and cold running water in the kitchen and at le one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet. Replacement Standard: Minimum Life: 20 Years

Additional References: Local housing code.

PLUMBING FIXTURES

Repair Standard: Minimum Life: 7 Years

All fixtures and faucets shall have all working components replaced.

Replacement Standard: Minimum Life: 20 Years

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

WATER HEATERS

Repair Standard: Minimum Life: 5 Years

Each dwelling unit shall have a gas fired water heater. The minimum capacity for units with two bedrooms or less shall be 30 gallons; larger units shall have a minimum capacity of 40

gallons. Insulation jackets shall be present unless the installation poses a safer concern. Water heaters shall have pressure relief valves with drip legs that extend to within one foot of the floor. Expansion tanks will be included with the installation of new water heaters. Replacement Standard: Minimum Life: 8 Years
High efficiency, pilot less, gas fired water heaters with at least R-7 insulation and an 8-year replacement warranty.

XI. HVAC

HEATING PLANT

Repair Standard: Minimum Life: 10 Years
Inoperative, hazardous or inefficient (less than 60% AFUE) heating plants shall be repaired and altered to perform at least 75% efficiency. Setback thermostats are required.
Replacement Standard: Minimum Life: 20 Years
Gas and oil fired plants shall be rated at 85% AFUE or better. Heat pumps shall be rated at 12 SEER or better. Setback thermostats are required.

DISTRIBUTION SYSTEM

Repair Standard: Minimum Life: 10 Years
Duct work and radiator piping shall be well supported, insulated in unconditioned space and adequate to maintain 68° F measured 36" off the floor when the outside temperature is -50°F, (the average yearly minimum) in all habitable and essential rooms.
Replacement Standard: Minimum Life: 20 Years
All ductwork shall be insulated to R-4, seams sealed and run in concealed space.

CHIMNEY REPAIR

Repair Standard: Minimum Life: 15 Years
Unsound chimneys shall be repaired or removed. When chimneys are to be used to combustion ventilation, they shall be relined.
Replacement Standard: Minimum Life: 20 Years
Fireplace flues may not be reconstructed in this program. Replacement furnace flues shall be metal double or triple walled recommended by the furnace manufacturer.

AIR CONDITIONING

Repair Standard: Minimum Life: 3 Years
Air conditioning is beyond the scope of this program except in cases of documented medical need for cooling and/or preventative filtration.

APPENDIX C

Green Rehabilitation Plan

This Green Rehabilitation Plan is designed to address basic repairs that will improve energy efficiency, household health, and basic shelter safety. These standards will have positive, immediate impacts for participating households. Residents can expect healthier air, safer spaces, and reduced energy bills. Impacts over the long-haul include improved awareness of energy efficiency techniques, improved demand for energy efficient materials, and the continued stability for established communities.

Minimum Standards- All rehabilitation work will be performed using the procedures and standards contained in this Green Rehabilitation Plan. The standards contained here are minimum standards, and actual work will meet or exceed these standards. These standards conform to the criteria identified in the Green Building Criteria Reference Manual (December 2008), issued by the New York State Division of Housing and Community Renewal.

1. Energy Use Reduction Plan

Upon completion of the project and determination of applicant eligibility, the applicant will be referred to the Community Action Planning Council of Jefferson County (CAPCJC), Inc., which administers the local Weatherization Assistance Program. If the applicant is eligible (set at 60 percent of the median income) for weatherization assistance, an energy audit will be conducted by CAPCJC. Results from the audit will be used to plan a “coordinated project,” with WAP eligible activities to be completed by CAPJC while other cost-effective improvements will be completed by this program.

Eligible applicants will also be referred to EmPower New York, which is funded by NYSEDA under the New York Energy Smart Program. That company conducts energy audits for qualified lower-income occupants and then completes energy-related improvements, such as insulation, furnace or boiler replacement, new water heaters, appliances, and other improvements that are deemed cost-effective.

In the event that energy audits cannot be secured from the weatherization assistance provider, a BPI certified contractor will be contracted to conduct an energy audit to identify cost-effective energy-related improvements to be included in the work scope.

All work scopes prepared for a project will specify Energy Star rated materials. That includes replacement windows and doors, domestic hot water systems, interior and exterior lighting fixtures and any appliances that are to be installed or replaced under this program. Incandescent bulbs will be replaced with compact fluorescent bulbs are replaced in the future. When heating systems are replaced, we will specify Energy Star labeled furnaces with annual fuel utilization efficiency (AFUE) at 90% or greater and

boilers with AFUE at 85% or greater. Routine air-sealing measures will be included in each project where infiltration problems are identified in the energy audit; and all other opportunities to promote energy efficient or reduce energy consumption will be considered.

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

2. Green Rehabilitation Projects

This section contains standards for materials and practices that are designed to promote the health of home occupants and to lessen negative impacts on the environment. All work scopes and subsequent work will adhere to standards enumerated below. In the event that the owner/occupant is having additional work performed on the house (paid out of pocket) and in conjunction with an approved work scope, these standards will be strongly encouraged for those rehabilitation activities selected by the applicant.

These standards are adapted from the *Green Building Criteria Reference Manual*, published by the NYS DHCR, dated December 2008. All standards pertaining to rehabilitation activities in that manual have been adapted and included below.

- a. Paints, primers, sealants, stains, and adhesives shall have low or no volatile organic compounds (VOCs). In addition, all interior paints and primers shall comply with Green Seal standards for low VOCs. Paints, adhesives and sealants that have been certified to satisfy this requirement are listed on the website at www.greenseal.org/findaproduct/index.cfm#paints.
- b. Water fixtures shall not exceed the following water flow rates:
 - Toilets- 1.6 gpf
 - Showerheads- 2.2 gpm
 - Kitchen Faucets- 2.2 gpm
 - Bathroom Faucets- 2.0 gpm

The WaterSense program conducted by the U.S. Environmental Protection Agency is one source for products tested and approved for these performance standards. They can be found on the website at www.epa.gov/owm/water-efficiency. An independent source for those products can be found at www.cuwcc.org/products/toilet-fixtures-main.aspx.

- c. Outdoor lighting fixtures shall use daylight sensors and timers.
- d. Composite wood shall be formaldehyde free or meet the standards of ANSI A208.1 and A208.2, which govern the levels of formaldehyde in particle board and medium density fiberboard (MDF). Particle Board or MDF not meeting these standards shall have all post-installation exposed surfaces sealed with Low-VOC sealants.

- e. All carpeted floor coverings, including pads and adhesives, shall have the Carpet and Rug Institute's Green Label or equivalent certification. Carpet materials that have been Green Label certified can be found on the website at www.carpet-rug.org.
- f. Exhaust fans shall be purchased with an Energy Star label. Such fans include bathroom, utility room, and kitchen exhaust fans; among other similar type fans. These fixtures must either have a humidistat and timer or operate continuously.
 - Intermittent fans should exhaust at a rate not less than 50 cfm
 - Continuous fans should exhaust at a rate not less than 20 cfm
- g. All hot water heaters newly installed shall be Energy Star rated. Tankless water heaters should be used if their purchase and maintenance is feasible given the project budget.
- h. Sealed combustion water heaters purchased for installation in interior conditioned spaces shall be limited to classes of heaters that are direct vented or combustion sealed.
- i. As feasible, materials manufactured from recycled matter will be chosen in preference to materials not containing recycled matter and having approximately equal performance. This standard shall not apply to electrical or mechanical fixtures and equipment.
- j. Carpets shall not be installed in below-grade living spaces, entryways, laundry rooms, bathrooms, kitchens, or utility rooms.
- k. Water heaters installed in conditions interior rooms shall be installed where leaks and maintenance spills are allowed to drain to floor drains or catch pans that are piped to the outside. Floor coverings below and around water heaters in conditioned interior rooms shall not be carpet material.
- l. Hot water pipes shall be insulated to reduce heat loss through the pipe. Exposed cold water pipes shall insulate to reduce condensation and mold formation.
- m. Moisture resistant materials will be used in typically wet areas, including but not limited to bathrooms, utility rooms, and cooking areas.
- n. Clothes dryers shall exhaust to the outside.
- o. In order to manage pests, penetration in walls, floors and joints shall be sealed. Pest resistant and corrosion resistant screens will be installed over larger openings.
- p. Construction waste will be minimized or recycled through techniques to be determined between the approved contractors and the program administrator.
- q. Each property should be tested upon completion of rehabilitation work to determine that at least 15 cubic feet per minute of **fresh air** per occupant is available in each residence. The energy audit that is conducted before the project is approved should include a blower-door test that provides a baseline measurement of air infiltration in the residence. Another test should be conducted when the work is completed to make sure enough ventilation remains to assure healthy living conditions for occupants of each housing unit.

3. Environmental Health and Safety

All housing units to be rehabilitated under the program must address the following hazardous conditions, if they are determined to be present, in order to permit safe and healthy occupancy of the housing unit:

- Lead-based paint
- Asbestos
- Radon
- Moisture-related health problems (e.g.: mold)
- Other indoor air quality problems (e.g.: CO from a faulty heating system); or
- Code violations that are an immediate threat to health and safety

The following process will be followed to identify those hazardous conditions and develop a work scope to address all of the problems that are identified in each property.

3.1 Preapplication

When the preapplication is submitted, the property owner will be asked to identify known problems that should be addressed in the rehabilitation project. That list could identify code violations and other problems that might become health or safety hazards if they are not addressed in a timely manner.

3.2 Inspection by the Rehabilitation Coordinator

Each property will be inspected by the Rehabilitation Coordinator, who will identify any code violations and other health and safety problems that might be found in the property. At the same time, a radon test kit will be set up in the building to determine if radon is present and at what levels.

3.3 Preliminary Work Write-up

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

3.4 Lead- Based Paint Risk Assessment

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

3.5 Radon Testing

Radon testing is required for every property considered for the program. After placement, the radon test kit will be retrieved from the property and sent to the manufacturer for analysis. If indoor radon levels are above 4 pCi/L, then HUD regulations require the City of Watertown as a Responsible Entity (RE) to document and implement a mitigation plan. Neighbors of Watertown will develop a mitigation plan that must: identify the radon level; describe the radon reduction system that will be installed; establish an ongoing maintenance plan; establish a reasonable timeframe for implementation; and require post-installation testing by a licensed radon professional, where feasible.

3.6 Final Work Write-up

The “work write-up” will be revised to include all cost-effective energy-related improvements, including appropriate air sealing measures, and other repairs and improvements to reduce energy consumption and eliminate moisture-related or air quality problems. Active radon-reduction measures will be included if the radon test shows elevated radon levels (above 4pCi/L); and interim controls will be specified to address lead-based paint hazards that are identified by the “risk assessment” that has been performed on the property.

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

3.7 Inspections and Clearance Testing

Periodic inspections will be conducted by the Rehabilitation Coordinator to make sure the work is properly completed and to assure that all identified problems are resolved. The contractor will arrange for a “clearance inspection” to prove that there are no lead-based paint hazards in the property when the work is completed; a final blower door test will be conducted to assure that there is adequate fresh air to assure healthy conditions for the residents; and the Rehabilitation Coordinator will complete a final inspection to make sure that all health and safety problems identified in the work scope are addressed before the final payment is made to the contractor.

3.8 Property Owner Education

Selected materials will be kept in the rehabilitation office and provided to each property owner during the course of their rehabilitation project. Those include:

- The “Renovate Right” brochure from U.S. EPA and HUD (lead-based paint)
- The “Healthy Homes Maintenance Checklist” from the National Center for Healthy Housing
- The Energy Star Guide to Energy-Efficient Heating and Cooling (EPA 430K-05-004 May 2005)
- The Energy Star Brochure for Home Electronics (EPA 430F-08-012 August 2008)
- The Energy Star Brochure for Appliances (EPA 430F-08-014 August 2008)
- The Energy Star Brochure for Heating and Cooling (EPA 430F-08-015 August 2008)
- The Energy Star Brochure for Lighting (EPA 430F-08-016 August 2008)

...and for the kids, the program will make available the following materials:

- “You Can Be an Energy Star” based on Dr. Seuss’ Horton Hears a Who!
- “Now Hear This” based on Dr. Seuss’ Horton Hears a Who!

APPENDIX D

Standards for Rehab of Historic Buildings

The Secretary of the Interior's Standard's for Treatment of Historic Properties

252 pages

<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

APPENDIX E

City of Watertown

Homebuyer Program

HOUSEHOLD INCOME LIMITS FOR CDBG FINANCING ELIGIBILITY
Applicable to the Watertown-Fort Drum Metropolitan Statistical Area in NYS

(Effective May 1, 2024)

Family Size	80% of Median	50% of Median
1 Person	\$46,800	\$29,250
2 Person	\$53,450	\$33,400
3 Person	\$60,150	\$37,600
4 Person	\$66,800	\$41,750
5 Person	\$72,150	\$45,100
6 Person	\$77,500	\$48,450
7 Person	\$82,850	\$51,800
8 Person	\$88,200	\$55,150

For each person in excess of eight, the four-person income limit is multiplied by an additional 8 percent. For example, the nine-person limit equals 140 percent $[132 + 8]$ of the relevant four-person income limit. Income limits are rounded to the nearest \$50.

December 31, 2024

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Community Development Block Grant (CDBG) Sub-Recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2024 Homebuyer Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2024 that was adopted by the City Council on May 20, 2024, included \$140,000 for a homebuyer program. The program will assist income eligible homebuyers in paying for the purchase and rehabilitation of approximately four (4) homes in the City. Financial assistance will be available to help low- and moderate-income individuals pay for closing costs as well as minor home improvements in 1 to 4-unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2024 Homebuyer Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low- and moderate-income persons. Approximately 7 percent of the total grant or \$10,000 is budgeted for administration and program delivery, while the remainder of the budget will be used for required environmental testing and to assist first time homebuyers with the purchase and minor rehabilitation of homes.

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

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-Recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2024 Homebuyer Program

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2024 includes a Homebuyer Program that allocates funding for the purchase and rehabilitation of approximately four (4) housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Homebuyer Program to consist of \$140,000 in funding for the purchase, rehabilitation, administration, and program delivery, and

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement with the Neighbors of Watertown, Inc. for the 2024 Homebuyer Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized and directed to sign the Sub-Recipient Agreement on behalf of the City Council for the 2024 Homebuyer Program.

Seconded by _____

**SUB-RECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2024 HOMEBUYER PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 2025 by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Sub-recipient”).

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

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

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

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient is responsible for delivering the Grantee’s 2024 Community Development Block Grant Homebuyer Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient’s efforts under this Agreement will be the closing of at least four (4) income eligible homebuyer housing units. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

- 1. Homebuyer program guidelines, administrative procedures, plans and forms:**
The Sub-recipient will administer the program using the Homebuyer Program Guidelines established by the Grantee, including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies, as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up and contractor

selection, construction administration and payments). The Sub-recipient will establish other necessary forms, documents, or sample contracts for administration of the program, subject to approval by the Grantee.

2. **Outreach:** The Sub-recipient will conduct sufficient advertisement of the homebuyer program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing goal stated in this agreement. 9
3. **Intake/assessment of eligibility:** The Sub-recipient will assist potential property owners in the completion of applications to permit eligibility determinations for homebuyer assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income, when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

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

5. **Work write-ups:** For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.
6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for

addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

7. **Asbestos:** For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the mortgage financing or financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient and signed by the property owner prior to final payment to the contractor.
11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Sub-recipient will maintain case files, including application and documentation of

eligibility, work write-ups, the assistance agreement between the property owner and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

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

The Sub-recipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the purchase of homes that are occupied by low- or moderate-income households.

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

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to the closing of at least four (4) income eligible homebuyer housing units.

E. Staffing

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

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

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

F. Performance Monitoring

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

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Sub-recipient shall start on January 7, 2025 and end on December 31, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described homebuyer tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	July 2025
50% of Funds Expended	January 2026
100% of Funds Expended	November 2026
Project Closeout	December 2026

III. BUDGET

A. Line-Item Budget

The following is the budget for the homebuyer program to be administered by the Sub-recipient.

Homebuyer loans	\$ 120,000.00
Environmental Testing Fees	\$ 10,000.00
Administration and Program Delivery	\$ 10,000.00
TOTAL	\$ 140,000.00

B. Indirect Costs

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

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$140,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

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

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

C. Operation & Administration Expenses

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

D. Financial Management Certification

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

V. NOTICES

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

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

Grantee

Michael Lumbis, Planning & Community Development Director
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7741
Fax: (315) 782-9014

Sub-recipient

Reginald J. Schweitzer, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical

insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

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

F. Grantee Recognition

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

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the

Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled

to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent,

or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

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

City of Watertown, New York

By: _____
Eric Wagenaar, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

Res. No. 5, 6, 7, 8, 9, 10, and 11

December 30, 2024

To: The Honorable Mayor and City Council

From: James Mills, City Comptroller

Subject: Property Purchase Offer – 80-86 Alexandria Avenue

The City has received a purchase offer in the amount of \$2,100 from Ray Worcester for 80, 81, 82, 83, 84, 85 and 86 Alexandria Avenue. The City acquired the parcels from Barbara Beach in July 2022 as a result of the tax sale certificate process. Ray Worcester also owns 89 and 90-93 Alexandria Avenue and 572 Merline Avenue (in an LLC).

Staff has no objections to the sale. Resolutions have been prepared for City Council consideration.



To the Honorable members of Watertown City Council

Oct 24, 2024

I would like to purchase the following properties:

01-10-115.000 80 Alexandria Ave

01-10-116.000 81 Alexandria Ave

01-10-117.000 82 Alexandria Ave

01-10-118.000 83 Alexandria Ave

01-10-119.000 84 Alexandria Ave

01-10-120.000 85 Alexandria Ave

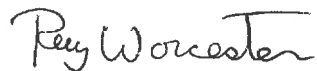
01.10.121.000 86 Alexandria Ave

I would be willing to pay \$300 for each property for a total of \$2100.

These properties are adjacent to the properties that I already own.

I would greatly appreciate your consideration in this matter.

Thank you,

A handwritten signature in cursive script that reads "Ray Worchester".

Ray Worchester

152 Winthrop St.

Watertown, NY 13601

315-408-1357

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-115.000, Known as
80 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 80 Alexandria Avenue, an approximate 40' x 70' parcel, known and designated as tax parcel number 01-10-115.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-115.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-116.000, Known as
81 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 81 Alexandria Avenue, an approximate 30' x 70' parcel, known and designated as tax parcel number 01-10-116.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-116.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-117.000, Known as
82 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 82 Alexandria Avenue, an approximate 30' x 70' parcel, known and designated as tax parcel number 01-10-117.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-117.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-118.000, Known as
83 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 83 Alexandria Avenue, an approximate 30' x 70' parcel, known and designated as tax parcel number 01-10-118.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-118.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-119.000, Known as
84 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 84 Alexandria Avenue, an approximate 30' x 70' parcel, known and designated as tax parcel number 01-10-119.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-119.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-120.000, Known as
85 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 85 Alexandria Avenue, an approximate 30' x 70' parcel, known and designated as tax arcel number 01-10-120.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-120.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 01-10-121.000, Known as
86 Alexandria Avenue to Ray Worcester,
152 Winthrop Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 86 Alexandria Avenue, an approximate 30' x 70' parcel, known and designated as tax parcel number 01-10-121.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$300.00 submitted by Ray Worcester for the purchase of parcel number 01-10-121.000, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Ray Worcester upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

Res. No. 12 and 13

December 30, 2024

To: The Honorable Mayor and City Council

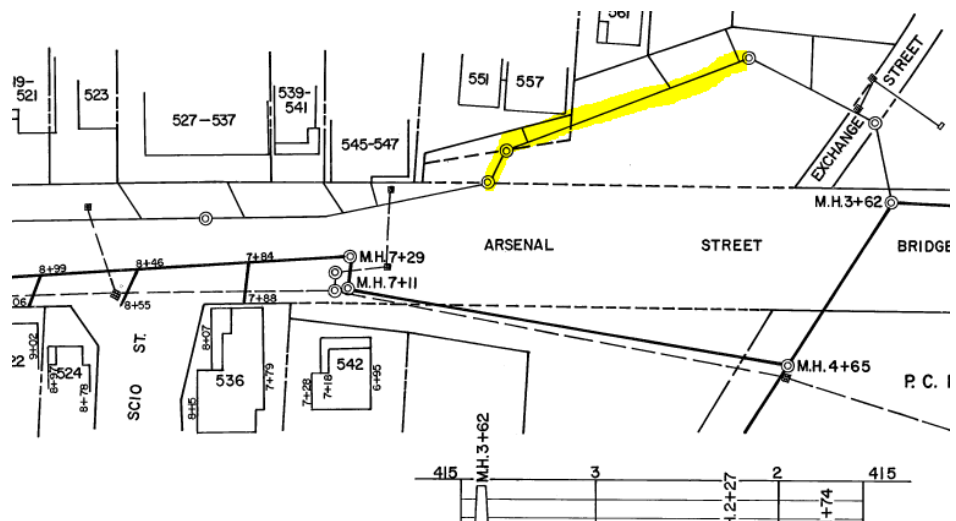
From: James Mills, City Comptroller

Subject: Property Purchase Offer – 565 and 571 Arsenal Street

The City has received a purchase offer in the amount of \$1,154 from Lloyd Little for 565 Arsenal Street (\$462 offer) and 571 Arsenal Street (\$\$692 offer). The City acquired the parcels from Michael Pistolese Jr. in July 2023 as a result of the tax sale certificate process. Lloyd Little has recently purchased 551 and 561 Arsenal Street from Clueless Ventures LLC.

Staff has no objections to the sale except for Engineering would like to keep a 20' wide utility easement. Mr. Little has no issue with that request. Resolutions have been prepared for City Council consideration.





From: L Little <llittle78@yahoo.com>
Sent: Monday, October 21, 2024 10:33 AM
To: James Mills
Subject: Asenal st lots

You don't often get email from llittle78@yahoo.com. [Learn why this is important](#)

Monday 21 october 2024

City of Watertown Counsel,

City of Watertown Comptroller

Watertown, ny 13601

I am interested in acquiring two adjacent lots within the city. I would like to initiate the process of acquiring the deeds of the properties located on Arsenal st. in the city of Watertown. Below is a list of the property tax map ID, and money owed to the city for the corresponding properties:

1) Tax ID: 9-01-121.000 (565 Arsenal st)

A) Initial taxes owed	212.00
B) Year after city assumes tax certificate	125.00
C) Year two after city assumes tax.	125.00

2) Tax ID: 9-01-120.000 (571 Arsenal st)

A) Initial taxes owed	292.00
B) Year after city assumes tax certificate	200.00
C) Year two after city assumes tax certificate	200.00

This will provide the city benefit by adding the properties back on an active tax role status and reimburse the city for the last two years of missed out taxes. I therefore I would like to offer the city the sum of One Thousand One Hundred Fifty Four dollars(\$1154) for the transfer of two properties and filling fees of the two deeds.

Sincerely,

Lloyd Little

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 09-01-121.000, Known as
565 Arsenal Street to Lloyd Little,
616 Burchard Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 565 Arsenal Street, an approximate 44' x 115' parcel, known and designated as tax parcel number 09-01-121.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$462.00 submitted by Lloyd Little for the purchase of parcel number 09-01-121.000 along with a 20' wide utility easement being established to the City of Watertown, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Lloyd Little upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

RESOLUTION

Page 1 of 1

Authorizing Sale of Real Property,
Parcel Number 09-01-120.000, Known as
571 Arsenal Street to Lloyd Little,
616 Burchard Street, Watertown,
New York 13601

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown acquired the tax deed to real property commonly known as 571 Arsenal Street, an approximate 90' x 100' parcel, known and designated as tax parcel number 09-01-120.000; and

WHEREAS said real property has never been assigned by the City Council to a public use; and

WHEREAS the City Council desires to sell the property, but wishes to ensure it is brought into compliance with all applicable provisions of the Uniform Construction Codes as defined by Chapter 120 of the Watertown City Code and other applicable provisions of the Code of the City of Watertown within one (1) year from the date of delivery of the Quitclaim Deed to the buyer;

NOW THEREFORE BE IT RESOLVED that, pursuant to Section 247 of the Charter of the City of Watertown, the offer of \$692.00 submitted by Lloyd Little for the purchase of parcel number 09-01-120.000 along with a 20' wide utility easement being established to the City of Watertown, is deemed a fair and reasonable offer, the same is, therefore, hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute and deliver a Quitclaim Deed of said real property to Lloyd Little upon receipt of the above-mentioned sum of money in cash only by the City Comptroller; and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that, if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and all other Codes of the City of Watertown within one (1) year from the date of delivery of the deed and that, if not, the City shall have the right to seek, in any court of competent jurisdiction, reversion of title to the City.

Seconded by _____

December 31, 2024

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Sale of a Strip of Land from Real Property Known
as VL Roundhouse Drive, Parcel Number 9-43-101.211 to Ironbell, LLC

Earlier this year, the City Council received a request from John Bellanger of Ironbell, LLC to purchase a 50' by 600' strip of land located in the City Center Industrial Park. The strip of land is located along the eastern edge of VL Roundhouse Drive, Parcel Number 9-43-101.211. Mr. Bellanger's purchase offer was in the amount of \$5,927.13.

As the City Council will recall, Mr. Bellanger is proposing to purchase the property to provide access to his parcel, VL-4 Massey Street South, Parcel Number 9-29-101.002 which is essentially landlocked. Mr. Bellanger has proposed the possible construction of up to three homes on the parcel.

At the August 5, 2024, meeting, the City Council directed Staff to move forward with selling the property to Mr. Bellanger. Staff subsequently worked with the City Attorney to develop the attached Offer to Purchase.

The Offer to Purchase includes several contingencies and restrictions that were included to satisfy several concerns raised by various City departments. First, Mr. Bellanger will be responsible for providing the survey mapping and property descriptions necessary to obtain subdivision approval and will be required to combine the subdivided parcel with his main parcel, by way of a new metes and bounds description that is filed with the County Clerk.

In addition, if Mr. Bellanger intends to construct more than one dwelling on the property, he will be required to apply for major subdivision approval and include provisions for the development of a City street built to city standards to serve the various lots and dwellings. The sale of the land to Mr. Bellanger will also be conditioned on any proposed driveway being constructed in such a way that it would adequately support emergency vehicles, including the City's fire trucks, in the event of an emergency. Specifications would include, minimally, a driveway with an 18" gravel sub-base that is a minimum of 24' wide.

Finally, when the property is transferred to Mr. Bellanger, the deed will contain restrictions giving the City the right to access its remaining lands through the subject property by way of an access easement, will provide a utility easement, giving the City the right to install and maintain utilities in the future if desired and will provide the City the right to access Mr. Bellanger's main parcel through the subject parcel for emergency services.

Part 1 of a Short Environmental Assessment Form (EAF) has been prepared by Staff and is attached for City Council review. Prior to considering the attached resolution, the City Council must complete Part 2 and Part 3, if necessary, of the Short EAF and make a determination of significance relative to SEQRA. The resolution states that the proposed sale of land will not have a significant impact on the environment.

The resolution approves the sale of a portion of VL Roundhouse Drive, Parcel Number 9-43-101.211 to Ironbell, LLC and authorizes the Mayor to execute the documents associated with the sale.

RESOLUTION

Page 1 of 2

Approving the Sale of a Strip of Land from Real Property Known as VL Roundhouse Drive, Parcel Number 9-43-101.211 to Ironbell, LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS John Bellanger of Ironbell, LLC is proposing to purchase a 50-foot by 600-foot strip of land from VL Roundhouse Drive, Parcel Number 9-43-101.211, in the amount of \$5,927.13, and

WHEREAS Ironbell, LLC will be responsible for all expenses associated with the proposed purchase including the subdivision process, and will be required to combine the subdivided parcel with his main parcel located at VL-4 Massey Street South, Parcel Number 9-29-101.002, by way of a new metes and bounds description that is filed with the County Clerk, and

WHEREAS the terms of the sale are specified in the attached Offer to Purchase, and

WHEREAS the City Assessor has determined that the proposed purchase price is a fair and reasonable offer, 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 made a declaration of Negative Findings of the impacts of the proposed sale of land according to the requirements of SEQRA, and

WHEREAS the City Council deems the property to be surplus and not required for any City purpose,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the attached purchase offer of \$5,927.13 submitted by Ironbell, LLC, for the purchase of a 50-foot by 600-foot portion of Parcel Number 9-43-101.211, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Approving the Sale of a Strip of
Land from Real Property Known
as VL Roundhouse Drive, Parcel
Number 9-43-101.211 to Ironbell,
LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

BE IT FURTHER RESOLVED that based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known, and the proposed sale of land will not have a significant impact on the environment, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered, and directed to effectuate the sale of said real property to, Ironbell LLC, and to execute and deliver the deed and any other documents or instruments necessary to carry out the purposes set forth herein upon receipt of the above-mentioned sum of money in cash only by the City Comptroller.

Seconded by _____

OFFER TO PURCHASE

TO: CITY OF WATERTOWN, the holder of the fee simple title to the Property described below (the "Seller").

FROM: IRONBELL LLC (the "Purchaser").

Property Under and subject to the terms and conditions of this Offer to Purchase, Purchaser offers to purchase from Seller the fee simple title to a parcel of land located at **VL Roundhouse Drive, in the City of Watertown, County of Jefferson and State of New York** (being a portion of tax parcel 9-43-101.211) consisting of a fifty (50) foot wide strip of land, as more particularly shown on Exhibit "A" attached hereto, together with all right, title, interest, and appurtenances belonging thereto, including all reversionary rights in roads, strips or gores within or adjoining the Property, for the price and upon the terms and conditions which follow (collectively, the "Property").

Price The purchase price for the Property shall be \$5,927.13 payable as follows:

Deposit \$600 deposited with Seller's Attorney, Bond, Schoeneck & King, PLLC (the "Deposit"), to be held until this Offer to Purchase is accepted, at which time it shall become part of the purchase price for the Property and shall be non-refundable to Purchaser, except as set forth herein, in the event Seller is unable to convey marketable title to the Property or in the event of Seller default; and

Balance \$5,327.13 in certified funds due at Closing (defined below).

Closing Deed Transfer of title (the "Closing") is to be completed by mail on or about thirty (30) days following the later of Purchaser obtaining all necessary Approvals (defined below) or Seller satisfying Seller Contingencies (defined below), at which time Seller shall convey to Purchaser by quit claim deed (the "Deed"), good and marketable title to the Property, free and clear of all liens and encumbrances excepting building and use restrictions, utility easements benefitting the Property, easements or encumbrances that do not materially and adversely affect Purchaser's intended use of the Property, and real estate taxes or assessments which are a lien but are not yet due and payable. Notwithstanding the foregoing, the Deed will include the Restrictions set forth herein. Seller will pay the transfer tax and the fee to file the TP-584 Form. Purchaser will pay for the recording of the deed and for the filing of the RP-5217 Form.

Adjustments Real estate taxes and special assessments shall be pro-rated and adjusted as of Closing.

Property Condition Purchaser understands and acknowledges that Seller makes no representation or warranties, express or implied, as to the physical or environmental

condition of the Property, except as expressly set forth herein, the Property being sold **AS-IS**.

Possession Possession of the Property shall be delivered to the Purchaser at Closing, free and clear of all tenants or other occupants.

Notice All notices required under this Offer to Purchase shall be in writing shall be delivered by scanning and emailing, delivered personally, with receipt acknowledged, or sent by certified or registered mail, return receipt requested, postage prepaid, or sent via national, reputable overnight carrier, addressed to the party as set forth below. Should notice be given in any manner other than scanning and emailing, the party giving notice shall also give notice by scanning and emailing in addition to such other form of notice. Notice given by or to the attorneys for the parties pursuant to this paragraph shall be deemed properly given:

To Seller: City of Watertown
245 Washington Street
Watertown, New York 13601
Attn: James E. Mills, City Comptroller
Email: jmills@watertown-ny.gov

With a copy to: Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attn: Brody Smith
smithb@bsk.com

To Purchaser: IRONBELL LLC
Attn: John Bellanger
Email: et20197@gmail.com

With a copy to: Timothy A. Farley, PC
18874 Us Route 11
Watertown, New York 13601
Attn: Timothy A. Farley
robin@timothyfarley.com

Risk of Loss	The risk of loss or damage to the Property by fire or other causes until the delivery of the Deed is assumed by Seller.
Broker	Seller and Purchaser warrant and represent to each other that no broker or agent was instrumental in bringing about this Offer to Purchase. Purchaser and Seller shall indemnify the other for a breach of the foregoing representations by such party.
If Seller Cannot Convey Marketable Title	If Seller is unable to convey to Purchaser good and marketable title to the Property in accordance with this Offer to Purchase, then (i) Purchaser may terminate this Offer to Purchase, in which case the Deposit shall be refunded to Purchaser and Purchaser and Seller shall have no further obligation to the other hereunder; or (ii) Purchaser may accept whatever title Seller is able to convey, without reduction of the Purchase Price, and proceed to Closing.
Persons Bound	This Offer to Purchase, when accepted, shall constitute a binding contract of purchase and sale and shall be binding upon the Purchaser, Seller and their respective successors and assigns.
Governing Law	This Offer to Purchase shall be governed by and interpreted under the laws of the State of New York, without giving effect to the principles of the conflict of laws thereof. Any lawsuit, action, or proceeding shall be brought in New York state courts at law or equity in Jefferson County, New York.
Counterparts	This Offer to Purchase may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original. Delivery by facsimile or in a PDF transmission of a counterpart of this Offer to Purchase as executed by the parties making the delivery shall constitute good and valid execution and delivery of this Offer to Purchase for all purposes.
Assignment	Purchaser may not assign its rights and obligations under this Contract without the prior written consent of Seller. In the event Seller consents to an assignment, Purchaser shall remain obligated hereunder notwithstanding any such assignment.
Approvals	At Purchaser's sole cost and expense, Purchaser shall pursue all necessary final, irrevocable and unconditional permits, approvals, and authorizations from all applicable authorities which are necessary for Purchaser's intended use of the Property, including but not limited to subdivision approval (the "Approvals"). Seller agrees to reasonably cooperate with Purchaser in obtaining the Approval, and further agrees that the applications for the Approvals may be brought in Seller or Purchaser's name, as such action may be necessary.
Contingency	Seller's obligation to transfer title to the Property to Purchaser shall be

contingent on the following (collectively, "Seller Contingencies"): (1) Seller taking all necessary actions to approve the sale of the Property including adopting a resolution that the Property is surplus; and (2) Seller performing its review under the New York State Environmental Quality Review Act.

The purchaser agrees to combine the strip of land with their adjacent parcel, located at VL-4 Massey Street South, Parcel Number 9-29-101.002, by way of a new metes and bounds description that is filed with the County Clerk.

If the purchaser, his successors or assigns, intends to construct more than one dwelling on the property, they will be required to apply for a major subdivision and include provisions for the development of a City street built to the city standards to serve the various lots and dwellings.

Restrictions

At closing, the Deed shall contain the following restrictions:

1. Any driveway on the Property shall be constructed in such a manner to adequately support emergency vehicles, including but not limited to fire trucks, and shall be minimum 24 feet wide with 18" gravel sub-base.
2. The City will retain the right to access its remaining lands through the subject property by way of an access easement.
3. The City will retain the right to install and maintain utilities, if desired in the future, through the subject property by way of a utility easement.
4. The City will retain the right to access the purchaser's primary parcel, through the subject parcel, for emergency services.

[Signature Page Follows.]

The Purchaser has executed this Offer to Purchase as follows:

Dated: 11/26, 2024

IRONBELL LLC

By: J. Bellanger

Name: John M Bellanger

Title: Sole member

ACCEPTANCE

The undersigned hereby accepts this Offer to Purchase and agrees to sell the Property at the price and upon the terms and conditions set forth in this Offer to Purchase.

Dated: _____, 2024

SELLER:

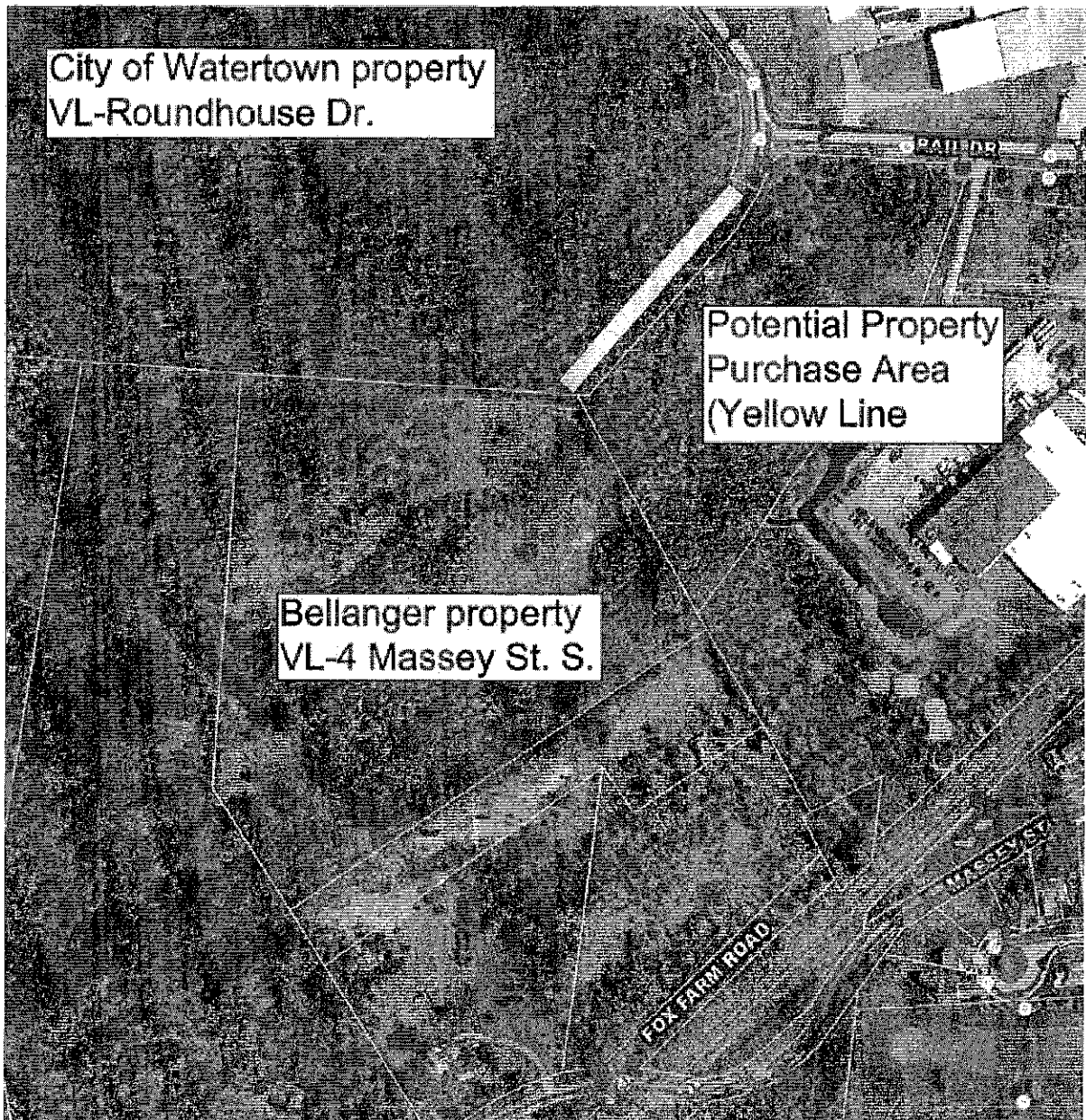
CITY OF WATERTOWN

By: _____

Name: _____

Title: _____

Exhibit "A"



Kovach Land Surveying, P.C.
7557 South State Street, Suite 2
Lowville, New York 13367
Telephone (315) 874-4318

December 9, 2024 - Survey No. 23160-3

Proposed Deed Description;

0.65 Acre Parcel

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Watertown, County of Jefferson, and State of New York, intending to describe a portion of a 131.161 acre parcel of land conveyed by Owasco River Railway, Inc. to City of Watertown by Deed dated November 1, 1985 and recorded in the Jefferson County Clerk's Office on February 7, 1986 in Book 1012 of Deeds at page 255, said parcel being bounded and described as follows:

Beginning at a point in the West bounds of "Parcel 2" conveyed to US Foods, Inc. by Deed recorded in the Jefferson County Clerk's Office on July 14, 2023 as Instrument Number 2023-10420, the southeast terminus of Roundhouse Drive;

Thence along the bounds of said "Parcel 2" the following three (3) courses and distances;

- 1) In a southwesterly direction along a curve to the West having a radius of 283.00', a distance of 92.44' to a point, said point being situate a direct tie of S. 32 deg. 59 min. 46 sec. W., a distance of 92.03' from the point of beginning;
- 2) S. 42 deg. 21 min. 15 sec. W., a distance of 459.23' to a point;
- 3) N. 86 deg. 51 min. 32 sec. W., a distance of 20.12' to a ½" iron pipe found at the northeast corner of a parcel of land conveyed to Ironbell LLC by Deed recorded in the Jefferson County Clerk's Office on October 21, 2022 as Instrument Number 2022-18685;

Thence continuing N. 86 deg. 51 min. 32 sec. W., along the North bounds of said lands of Ironbell LLC a distance of 50.00' to a point;

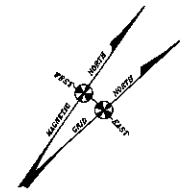
Thence passing through the aforementioned 131.161 acre parcel the following three (3) courses and distances;

- 1) N. 47 deg. 19 min. 16 sec. E., a distance of 50.00' to a point;
- 2) N. 42 deg. 21 min. 15 sec. E., a distance of 453.75' to a point;
- 3) In a northeasterly direction along a curve to the West having a radius of 233.00', a distance of 76.11' to a point in the South boundary of Roundhouse Drive, said point being situate a direct tie of N. 32 deg. 59 min. 47 sec. E., a distance of 75.77' from the last mentioned point;

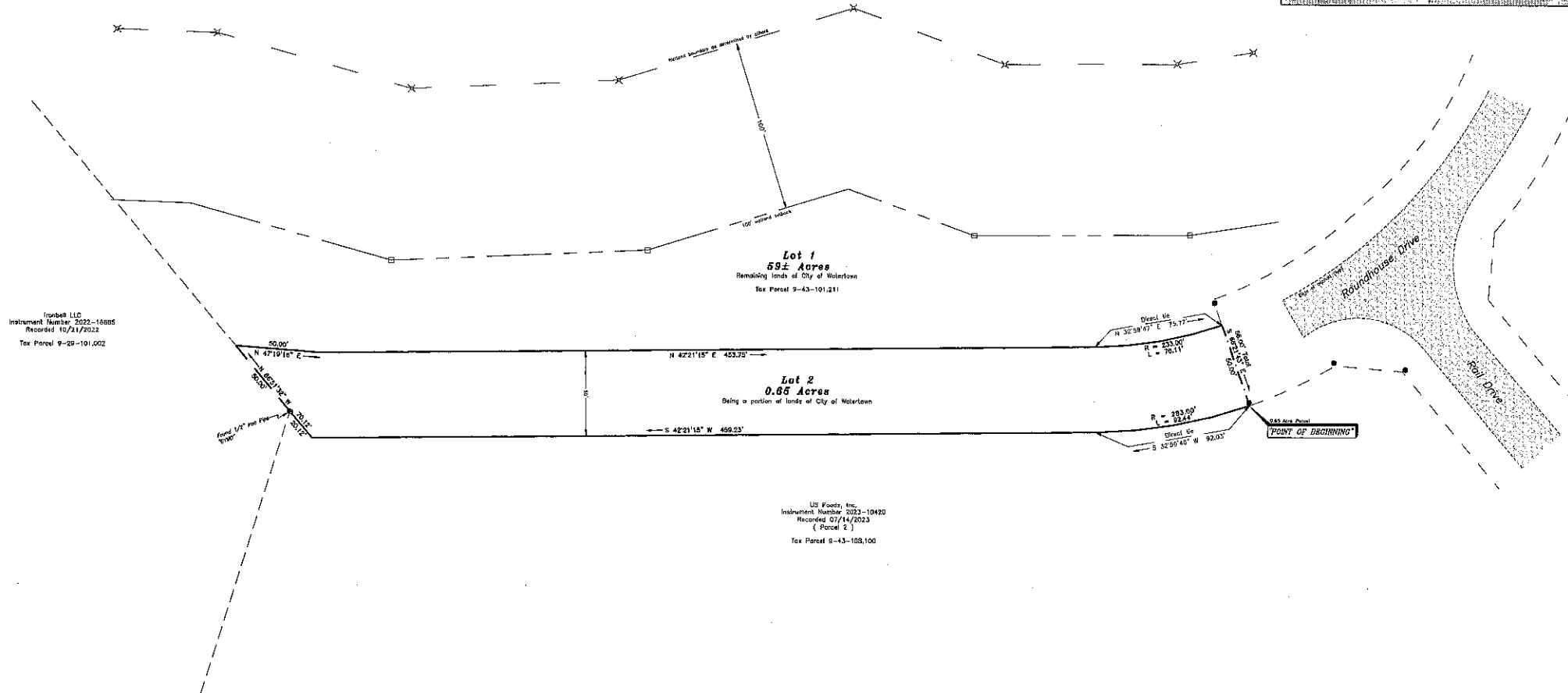
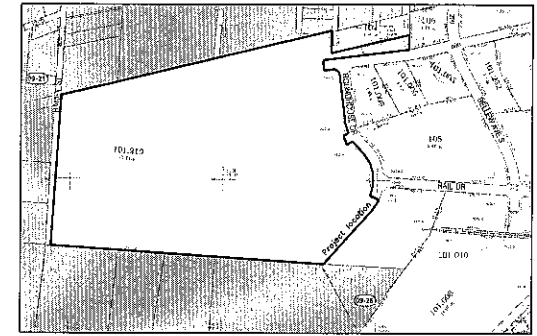
Thence S. 66 deg. 21 min. 43 sec. E., along the South boundary of Roundhouse Drive a distance of 50.00' to the point of beginning, containing 0.65 acres of land.

Subject to any private or municipal rights pertaining to utilities crossing the described premises.

Subject to any other rights, restrictions and reservations of record.



Bearings Refer To Grid North



DEED REFERENCE

Watertown, New York
To - CITY OF WATERTOWN
Dated - 11/01/1985
Recorded - 02/07/1986
Book - 012 Page - 235
(131.181 Acre Parcel)
Tax Parcel 9-43-101.211

NOTES

- 1) Field work for this survey was completed on August 21, 2023.
- 2) All adjacent owners shown hereon are per the Jefferson County Real Property Tax Services Department.
- 3) This map was prepared without the benefit of an updated Abstract of Title and is subject to the findings of a more complete title search.
- 4) The lot(s) shown hereon are subject to any rights, restrictions or covenants of record expressed or implied by usage or custom.
- 5) Unauthorized alteration or addition to a survey map bearing a Land Surveyor's seal is a violation of Section 7209, sub-division 2, of the New York State Education Law.

LEGEND

- Denotes Iron Monument Found as Noted
- Denotes Brass Disk in Concrete Found
- Denotes Wall and Boundary Flag Set by Others
- Denotes Wood Stake Set on Bounds of Wall and Butler
- Denotes Existing Street R.O.W. Line



— FINAL SUBDIVISION PLAT —
BEING A PORTION OF TAX PARCEL 9-43-101.211
OWNED BY THE CITY OF WATERTOWN
TO BE CONVEYED TO IRONBELL LLC
ROUNDHOUSE DRIVE
City of Watertown - Jefferson County - New York
Scale - 1" = 30'

0 15 30 60 90 120 150
Feet

December 5, 2024 Survey No. 23180
KOVACH LAND SURVEYING, P.C.
7557 Smith State Street, Levittown, New York 13307 (315) 674-4318
COPYRIGHT © 2024 DRAWING NUMBER 23180-3

Drawn By: DRS Checked By: HPL

Staff Report

July 30, 2024

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Proposed Housing Development at VL-4 Massey Street South

At the March 18, 2024, meeting, the City Council received a request from John Bellanger to grant an access easement across a city owned parcel located in the City Center Industrial Park, along the eastern boundary of the parcel known as VL Roundhouse Drive, Parcel Number 9-43-101.211.

The city parcel in question is located to the west of Roundhouse Drive. Due to the existence of several New York State regulated wetlands on the City's parcel, much of it is not suitable for development. The easement that Mr. Bellanger asked to obtain is within an area along the eastern property line and is over two hundred feet from the NYS DEC delineated wetland boundary and over one hundred feet from the 100-foot regulated adjacent area.

The purpose of the easement would be to allow Mr. Bellanger access to his 17.28-acre parcel, VL-4 Massey Street South, which is landlocked. While Mr. Bellanger has an existing access easement across parcels that front on Massey Street South, the easement is essentially useless for access to his parcel due to the presence of regulated wetlands on those parcels.

Mr. Bellanger requested an easement from the City in order to develop his vacant parcel for new housing. Mr. Bellanger plans to construct between one and three new homes on the parcel. While a portion of his parcel contains regulated wetlands, there is room for the construction of homes that will avoid the wetlands and the regulated 100-foot adjacent area.

Staff from various City departments began reviewing this easement request and expressed concern that the granting of an easement could lead to potential problems for the City in the future. Among the concerns were the design of a proposed access driveway on the easement and whether it would be adequate for emergency vehicle access. Another concern was regarding who would be responsible for the future maintenance (plowing, paving) of the driveway or road. Staff's concern was that while Mr. Bellanger has pledged to maintain the driveway, future owners may not adequately do so and the responsibility for maintaining it and providing emergency access to the parcel may fall to the City. This could create problems like we are presently seeing on other "paper" streets such as Cayuga Ave.

These concerns were relayed to Mr. Bellanger who has now offered to purchase a 50' wide strip of land rather than request an easement. He says that this would alleviate any maintenance concerns and contends that as the owner, he would have to maintain the proposed driveway if it were on his property.

Staff would be in favor of selling a strip of land to Mr. Bellanger for the construction of one single unit dwelling on the property, which would be allowed under the zoning ordinance. The strip of land would have to be combined with the main parcel by way of a new metes and bounds description that is filed with the County Clerk. Combining the strip of land with Mr. Bellanger's lot would ensure that the strip of land is part of the main parcel and not in any way in the City's control.

The house proposed for the property would be at least 600' away from the nearest City street and would be served by a long driveway. Staff would recommend that the sale of the land be conditioned on the driveway being constructed in such a way that it would adequately support emergency vehicles, including the City's fire trucks, in the event of an emergency. Specifications would include, minimally, a driveway with an 18" gravel sub-base that is a minimum of 24' wide.

Mr. Bellanger has proposed the possible construction of up to three homes on the parcel as detailed in his sketch provided to the Council in March. Staff would be supportive of this as well; however, several conditions would need to be met. As noted above, a single unit dwelling would be allowed on the parcel. In order to build more than one home, the parcel would need to be subdivided and follow the City's standard subdivision process. This would include an application to and approval from the Planning Commission. The subdivision would be considered a major subdivision and Staff would recommend that the project include provisions for the development of a City street to serve the various lots and homes that would be constructed. The street would have to be constructed to City standards which would minimally include gravel subbase, a standard pavement section and possibly a water line for fire protection. Once constructed, the street would have to be accepted by the City Council and deeded back to the City. Maintenance of the street would then be the responsibility of the City.

The attached parcel map depicts the approximate location of the proposed 50' wide strip of land that Mr. Bellanger would like to purchase. Mr. Bellanger has previously provided draft survey maps with his formal request to the City Council. He is prepared to finalize those maps and prepare any required survey descriptions at his expense if the Council concurs with granting the request.

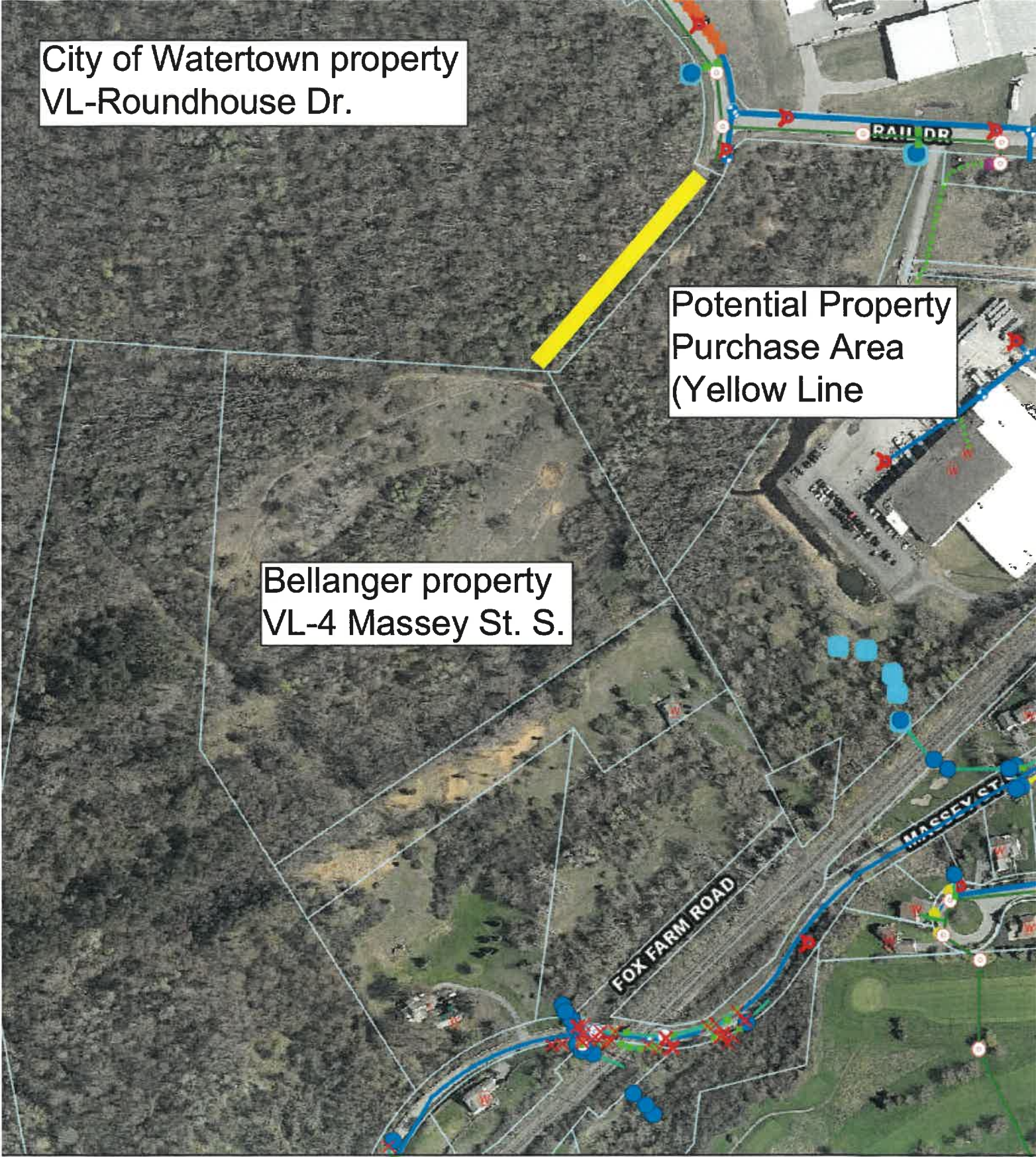
Also attached is the June 17, 2024, letter from Mr. Bellanger in which he requests to purchase a 50' strip of land from the City and his original March 8, 2024, letter when he was initially just requesting an easement.

Staff is looking for direction from the City Council as to how to proceed with this request.

City of Watertown property
VL-Roundhouse Dr.

Potential Property
Purchase Area
(Yellow Line)

Bellanger property
VL-4 Massey St. S.



Legend

STM Basins
STM Channels
STM Pipes
SAN Laterals
Category
COMB
FM
SAN

STM
STM Culverts
STM Outlets
Stm Facilities
End Culverts
SAN Cleanouts
SAN Manholes
STM Manholes

SIZE

1 X 2
2 X 2
2 X 4
4 X 4
<all other values>
SIZE
1 X 2

2 X 2
2 X 4
4 X 4
<all other values>
Pipe Locations
Diameter
0.75 Inch; 1
Inch; 1.5 Inch;
3 Inch; 2 Inch

4 Inch; 6 Inch
12; 10; 14; 8
16; 22 Inch; 18
Inch; 20 Inch
24 Inch; 30
inch
Water Valves
WaterMeters
Union
TS&V

Termination
Tee
Special Feature
Sleeve
Secondary
Utility
Reducer
Pod
Pipe (Main)



0 0 0.1 mi

Author: Web

Date: 7/27/2023

Title:

June 17, 2024

TO: All City of Watertown Council Members; the City of Watertown Mayor; the City of Watertown
City Manager; the City Clerk

RE: I originally wrote the letter below to all of you, designated above, on February 12, 2024. It possibly was dated March 8, 2024. In reference to that which I wrote below, I'd like to add one important piece of information. I understand that the City of Watertown is concerned with what I would term, liability issues, regarding my request for an easement across a City owned parcel. First of all, I can assure all of you that I will work with the City attorney to forge an agreement between the City and myself which will resolve all of the issues and your concerns. **However**, I believe that the best thing for me to do to immediately resolve all of those issues forever, is for me to actually purchase the requested strip of land instead of requesting an easement, and therefore, the city would be completely and totally shielded from any possibility of having any liability.

The City states that the full value of the city parcel in question, 9-43-101.211 is \$512,500. The parcel size is 59.54 acres, therefore the cost per acre of that City parcel is \$8,607.66. The amount of the parcel that I am offering to purchase for my roadway is roughly 25 feet by 600 feet, or 15,000 square feet, which is .3444 of one acre, which means that the full value of that portion of the City's 59.54 acre parcel, which I am offering to purchase is \$2,963.96. And, just to remind each of you, that strip of land which I am offering to purchase runs along the one side of that parcel. That strip of land does not run through the center of the City parcel, nor anything like that.

I would like to purchase a wider strip of that land, however, if you would consider that, because the width of most City streets is 36 to 38 feet. Therefore, I wish to double in size my offer to purchase land from the parcel in question to 50 feet by 600 feet, instead of 25 feet by 600 feet, which would bring the full value of my offer to purchase to \$5,927.13. Of course, you can counter offer, however, the cost to construct a roadway that size is very expensive, so please keep that I mind because too much expense makes my small project unworkable. My project will not only bring more assessment value to the City permanently, but it will put many people to work. Plus, the City will actually receive a payment for the requested land that I offer to purchase; it will actually put money into the City's coffers.

I believe that the City sold an 8 acre parcel adjacent to mine to Renzi Brothers, now US Foods, through its shell Company, MLR, for \$1.00 through the Jefferson County Local Development Corporation. I know that Renzi Brothers employs many people, and my project is small. I'm just saying.

I am available for a sit-down meeting with any of you at most any time. I believe that that is important to all of us. Let's proceed, time is of the essence. Thank you. John, 315-778-4037.

"RE: A request for an easement across Watertown City-owned parcel # 9-43-101.211

I own Watertown City Parcel # 9-29-101.002, physical address VL-4 S. Massey Street, which consists of 17.28 acres. My parcel shares its Northern border with City of Watertown Parcel # 9-43-101.211, which consists of 59.54 acres. I request that the city grant me an easement so that I can gain access to my city

parcel from Roundhouse Drive. The easement would hug that Northern border and the city parcel and be 25 feet in width and approximately 600 feet in length. The last 50 feet of the easement would flare out to approximately 60 feet in width because Roundhouse Drive ends at a corner shared by another parcel, which only leaves approximately a 5 feet width of the easement to enter into my parcel. That additional 35 feet of width for the requested flared out portion of the requested easement would then allow my proposed easement to enter my parcel at a width of approximately 40 feet, which is required to allow wider vehicles to enter my parcel, and to negotiate turns.

I currently have an easement to my parcel by deed, but NYS DEC wetland regulations prevent me from building a roadway through that easement and across regulated wetlands. I ask that the requested easement be granted to me by the city because my parcel is presently landlocked, and useless without my proposed easement. The DEC regulations require a minimum 100 feet buffer zone from all designated wetland areas on my 17.28 acres parcel. I have met those regulations and can state that my proposed roadway across the city-owned parcel far exceeds the 100 feet minimum boundary zone requirement.

I have completed and paid for all of the survey work and easement descriptions to date, and I understand that I will be responsible for any future such requirements. Included with this document are three survey maps which show and define my points.

If so, granted by the city, I intend to construct an approximately 600 feet long gravel roadway across the easement from Roundhouse Drive to the edge of my 17 acres parcel. Then I intend to construct a roadway on my 17 acres parcel, and driveway or driveways from that roadway. The DEC prefers that I construct a roadway on my parcel because it will keep people and their vehicles from entering the designated wetland areas. I have shown the DEC my survey maps and renderings and they have met the requirements of the DEC. I have emails from the DEC which state that.

Working through the City Planning Director, Mr. Lumbis, and the appropriate City departments, I have learned that I can drill water wells and install septic systems in the areas approved by the NYS DEC. I intend to construct from one to three houses on the 17 acres parcel. This will add to the city tax base, increase taxes that the city collects, etc. None of these actions will be possible if the city does not grant my request for an easement across city-owned parcel 9-43-101.211 from Roundhouse Drive. Feel free to call me if you have any questions. Thank you. John Bellanger, 315-778-4037"

March 8, 2024

TO: All City of Watertown Council Members; the City of Watertown Mayor; the City of Watertown
City Manager; the City Clerk

RE: A request for an easement across Watertown City-owned parcel # 9-43-101.211

I own Watertown City Parcel # 9-29-101.002, physical address VL-4 S. Massey Street, which consists of 17.28 acres. My parcel shares its Northern border with City of Watertown Parcel # 9-43-101.211, which consists of 59.54 acres. I request that the city grant me an easement so that I can gain access to my city parcel from Roundhouse Drive. The easement would hug that Northern border and the city parcel and be 25 feet in width and approximately 600 feet in length. The last 50 feet of the easement would flare out to approximately 60 feet in width because Roundhouse Drive ends at a corner shared by another parcel, which only leaves approximately a 5 feet width of the easement to enter into my parcel. That additional 35 feet of width for the requested flared out portion of the requested easement would then allow my proposed easement to enter my parcel at a width of approximately 40 feet, which is required to allow wider vehicles to enter my parcel, and to negotiate turns.

I currently have an easement to my parcel by deed, but NYS DEC wetland regulations prevent me from building a roadway through that easement and across regulated wetlands. I ask that the requested easement be granted to me by the city because my parcel is presently landlocked, and useless without my proposed easement. The DEC regulations require a minimum 100 feet buffer zone from all designated wetland areas on my 17.28 acres parcel. I have met those regulations and can state that my proposed roadway across the city-owned parcel far exceeds the 100 feet minimum boundary zone requirement.

I have completed and paid for all of the survey work and easement descriptions to date, and I understand that I will be responsible for any future such requirements. Included with this document are three survey maps which show and define my points.

If so, granted by the city, I intend to construct an approximately 600 feet long gravel roadway across the easement from Roundhouse Drive to the edge of my 17 acres parcel. Then I intend to construct a roadway on my 17 acres parcel, and driveway or driveways from that roadway. The DEC prefers that I construct a roadway on my parcel because it will keep people and their vehicles from entering the designated wetland areas. I have shown the DEC my survey maps and renderings and they have met the requirements of the DEC. I have emails from the DEC which state that.

Working through the City Planning Director, Mr. Lumbis, and the appropriate City departments, I have learned that I can drill water wells and install septic systems in the areas approved by the NYS DEC. I intend to construct from one to three houses on the 17 acres parcel. This will add to the city tax base, increase taxes that the city collects, etc. None of these actions will be possible if the city does not grant my request for an easement across city-owned parcel 9-43-101.211 from Roundhouse Drive. Feel free to call me if you have any questions. Thank you.

John Bellanger, 315-296-76000.

Short Environmental Assessment Form

Part 1 - Project Information

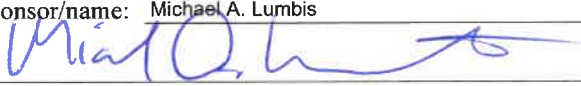
Instructions for Completing

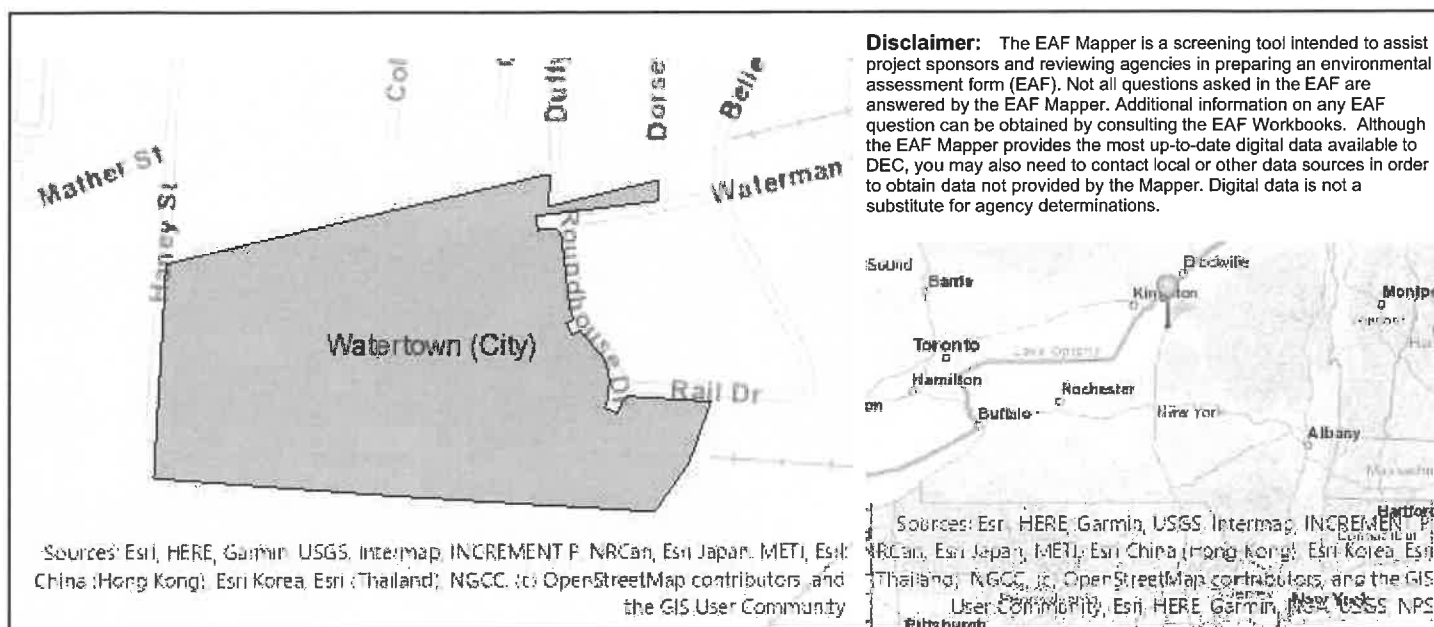
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Sale of a Strip of Land from Real Property Known as VL Roundhouse Drive, Parcel Number 9-43-101.211			
Project Location (describe, and attach a location map): VL Roundhouse Drive Watertown NY 13601			
Brief Description of Proposed Action: The project involves the sale of a strip of land from real property known as VL Roundhouse Drive, Parcel Number 9-43-101.211, which is owned by the City. Once the sale of the section of land is approved, the prospective owner will apply for a subdivision approval and will subsequently combine the purchased land with the parcel the purchaser owns at VL-4 Massey Street South.			
Name of Applicant or Sponsor: City of Watertown Planning and Community Development Department		Telephone: 315-785-7741 E-Mail: planning@watertown-ny.gov	
Address: 245 Washington Street			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Subdivision Approval from the City Planning Commission			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		59.54 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		59.54 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 40px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The property has not been the subject of remediation for hazardous waste but the NYS DEC environmental site database includes parcels in the general vicinity that have been the subject of remediation for hazardous waste.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Michael A. Lumbis</u> Date: <u>1/2/2025</u>		
Signature: <u></u> Title: <u>Planning & Community Development Director</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

Project: Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: _____

Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

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

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

Name of Lead Agency_____
Date_____
Print or Type Name of Responsible Officer in Lead Agency_____
Title of Responsible Officer_____
Signature of Responsible Officer in Lead Agency_____
Signature of Preparer (if different from Responsible Officer)**PRINT FORM**

Res. No. 15

January 6, 2025

To: Members of the City Council

From: Sarah V.C. Pierce, Mayor

Subject: Appointment to the Roswell P. Flower Memorial Library Board of Trustees,
Kelly Burdick

We have a vacancy on the Flower Memorial Library Board of Trustees with the resignation of Keith Caughlin, who has served on the board for over 16 years and will be relocating at the end of his term on December 31, 2024.

We have received a recommendation from Cheryl Evans, the Board President. Ms. Burdick resides in the City of Watertown, and we believe she will be an excellent addition to the Library.

I respectfully submit Ms. Burdick and offer her nomination to the City Council at this time to fill the remainder of Mr. Caughlin's term, such term expiring on December 31, 2028.

Attached is a resolution for Council consideration.

RESOLUTION

Page 1 of 1

Appointment to the Roswell P. Flower
Memorial Library Board of Trustees,
Kelly Burdick

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby appoints the following individual to the Roswell P. Flower Memorial Library Board of Trustees, to fill the remainder of an 11-year term, which term expires December 31, 2028.

Kelly Burdick
432 Hamilton Street
Watertown, New York 13601

Seconded by _____

January 2, 2025

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Finding That Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-acre Section of 612 Swan Street, Parcel Number 7-14-110.001, from Commercial to Residential Will Not Have a Significant Impact on the Environment

At its December 3, 2024 meeting, the Planning Commission adopted a motion recommending that the City Council change the approved zoning classification of 133 Cedar Street, Parcel Number 7-14-110.000 and an approximately 0.031-acre Section of 612 Swan Street, Parcel Number 7-14-110.001, from Commercial to Residential. The City Council has scheduled a public hearing on the request for Monday, January 6, 2025, at 7:15 p.m.

The City Council must complete Part 2 and Part 3, if necessary, of the Short Environmental Assessment Form (EAF) and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change will not have a significant impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-Acre Section of 612 Swan Street, Parcel Number, 7-14-110.001 From Commercial to Residential Will Not Have a Significant Impact On the Environment

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance to change the approved zoning classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-acre section of 612 Swan Street, Parcel Number 7-14-110.001, from Commercial to Residential, 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 adoption of the proposed ordinance constitutes such an “Action,” and

WHEREAS the City Council has determined that the proposed Ordinance is an “Unlisted Action” as that term is defined by 6NYCRR Section 617.2 (al), and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (al), and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change will not have a significant impact on the environment.

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-Acre Section of 612 Swan Street, Parcel Number, 7-14-110.001 From Commercial to Residential Will Not Have a Significant Impact On the Environment

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

2. The Mayor of the City of Watertown is authorized to execute Part 3 of the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Zone Change Request - 133 Cedar Street			
Project Location (describe, and attach a location map): 133 Cedar Street Watertown NY 13601			
Brief Description of Proposed Action: The applicant is proposing to rezone the parcel located at 133 Cedar Street from Commercial to Residential. The zone change will allow the applicant to then apply for a subdivision that will involve 133 Cedar Street obtaining a portion of land that includes a shed from 612 Swan Street. In order to move forward with the subdivision, the applicant will need to obtain approval for a zone change at 133 Cedar Street since the Residential use existing on the parcel is a non conforming use that cannot be expand			
Name of Applicant or Sponsor: Steven H. McIlory		Telephone: E-Mail:	
Address: 133 Cedar Street			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City Council			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.34 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.34 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

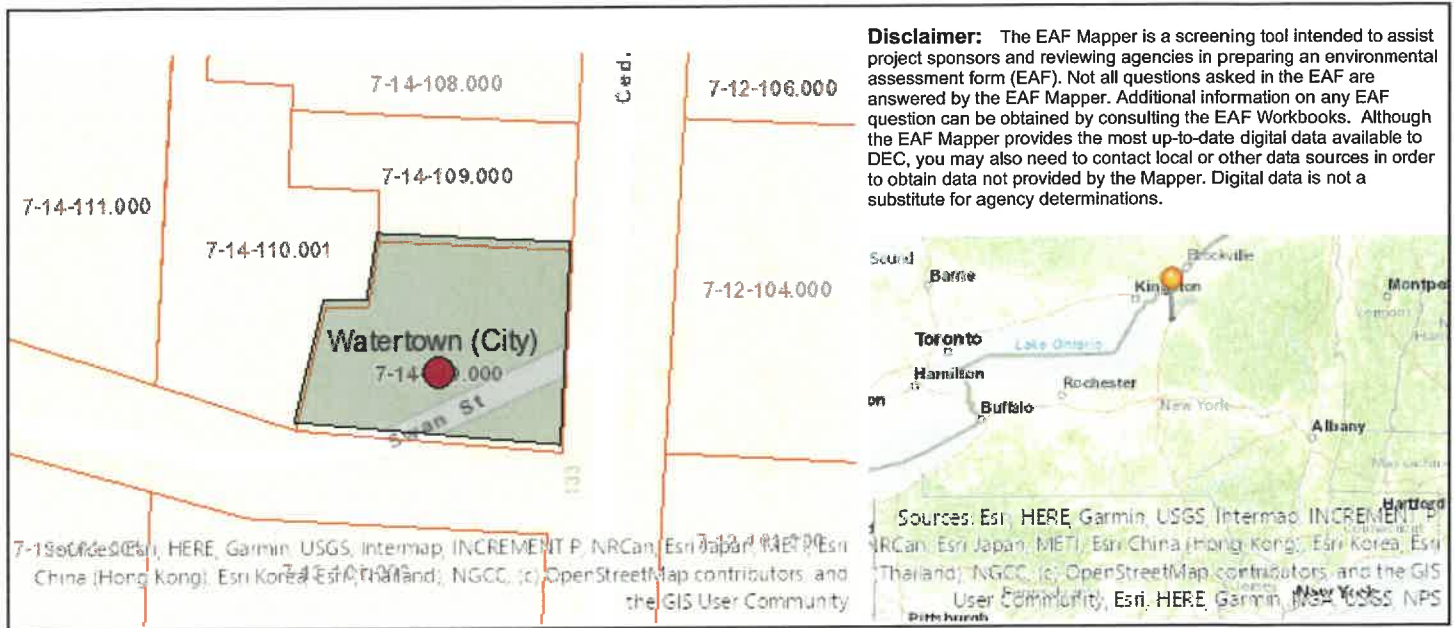
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Steven McIlroy</u> Date: <u>11/26/24</u> Signature: <u>Steven McIlroy</u> Title: _____		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

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

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Old Business – Public Hearing

January 2, 2025

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-acre Section of 612 Swan Street, Parcel Number 7-14-110.001 from Commercial to Residential

Steven H. McIlroy has submitted the subject request to change the approved Zoning Classification of 133 Cedar Street, and a 0.031-acre portion of the adjacent parcel at 612 Swan Street from Commercial to Residential.

Mr. McIlroy, who owns 133 Cedar Street, is in agreement with the neighboring property owner to acquire the abutting section of 612 Swan Street requested to be rezoned.

The Planning Commission reviewed the request at its December 3, 2024 meeting and adopted a motion recommending that City Council change the approved zoning classification as requested. Attached is the complete zone change application, a copy of Staff's report to the Planning Commission, as well as an excerpt from the Planning Commission's December 3, 2024 meeting minutes.

The City Council has scheduled a public hearing on the ordinance for 7:15 p.m. on Monday, January 6, 2025. Staff has also prepared a SEQRA resolution for City Council consideration at that meeting. The Council must hold the public hearing **and** adopt the SEQRA Resolution before voting on the Zone Change Ordinance.

ORDINANCE

Page 1 of 2

Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-Acre Section of 612 Swan Street, Parcel Number 7-14-110.001 from Commercial to Residential.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

BE IT ORDAINED where Steven H. McIlroy has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 133 Cedar Street, Parcel Number 7-14-110.000 and an approximately 0.031-acre eastern section of 612 Swan Street, Parcel Number 7-14-110.001 from Commercial to Residential, and

WHEREAS the Planning Commission of the City of Watertown considered the zone change request at its December 3, 2024 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS Planning Staff referred the zone change application to the Jefferson County Planning Board for their review pursuant to Section 239-m of New York State General Municipal Law, and

WHEREAS a public hearing was held on the proposed zone change on January 6, 2025, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zoning designation according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zoning designation,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 133 Cedar Street, Parcel Number 7-14-110.000 shall be changed from Commercial to Residential, and

BE IT FURTHER ORDAINED that the approved zoning classification of an approximately 0.031-acre eastern section of 612 Swan Street, Parcel Number 7-14-110.001, BEGINNING at a mag nail set at an angle point in the northerly margin of Swan Street (reputedly 49.5 feet wide), said nail being situate along said margin N 87°02'13" W, a distance of 104.23 feet from a 1/2" capped iron pipe found (Zeccolo) marking the intersection of said margin with the westerly margin of Cedar Street (40 feet wide); THENCE N 02°57'47" E, through the

ORDINANCE

Page 2 of 2

Changing the Approved Zoning Classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-Acre Section of 612 Swan Street, Parcel Number 7-14-110.001 from Commercial to Residential.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

first and second parcels of land conveyed by DGI LLC to Frank V. Marzano in a deed dated July 17, 2006, recorded in the Jefferson County Clerk's Office as Instrument Number 2006-15981, on September 21, 2006, a distance of 87.13 feet to a 1/2" capped iron rebar set; THENCE S 87°02'13" E, a distance of 25.48 feet to a lead plug found in a concrete pad; THENCE S 02°57'47" W, a distance of 21.13 feet to a lead plug found in a concrete curb; THENCE S 06°10'47" W, a distance of 28.87 feet to a point; THENCE N 85°33'48" W, a distance of 17.21 feet to a point; THENCE S 12°59'32" W, a distance of 38.20 feet to the point and place of BEGINNING, shall be changed from Commercial to Residential, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by Council Member Clifford G. Olney III



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601
PHONE: 315-785-7741 – FAX: 315-782-9014

TO: Planning Commission Members

FROM: Michael A. Lumbis, Planning and Community Development Director

PRIMARY REVIEWER: Geoffrey Urda, Senior Planner

SUBJECT: Zone Change – **133 Cedar Street** and a portion of **612 Swan Street**,
Parcel Numbers 7-14-110.000 and 7-14-110.001

DATE: November 27, 2024

Request: To Change the Approved Zoning Classification of 133 Cedar Street and a portion of 612 Swan Street, Parcel Numbers 7-14-110.000 and 7-14-110.001 from Commercial to Residential

Applicant: Steven H. McIlroy

Owner(s): Steven H. McIlroy and Frank V. Marzano

SEQRA: Unlisted

County Review: Yes

Comments: The applicant seeks to rezone his property at 133 Cedar Street and a portion of the adjacent parcel at 612 Swan Street that he wishes to acquire from his neighbor and assemble with his own parcel from Commercial to Residential. The applicant owns an accessory storage shed that sits on the land that he wishes to acquire. The property owner at 612 Swan Street has agreed to apply for Subdivision Approval and convey the subject portion to the applicant.

Both properties involved are presently zoned Commercial and the Commercial District does not allow one-unit residential dwellings. The applicant's house at 133 Cedar Street is therefore a legal-nonconforming ("grandfathered") use. The applicant is requesting the Zone Change so that the primary use of his parcel will become legal, and he can lawfully add an accessory structure.

Existing Conditions: The subject parcel at 133 Cedar Street is a one-unit residential dwelling that the applicant owns. The subject parcel at 612 Swan Street is currently a stand-alone storage use, which is also not allowed in a Commercial District and therefore grandfathered.

The surrounding properties at 130, 131, 136 and 139 Cedar Street are all detached one-unit residential dwellings.

Zoning and the Comprehensive Plan: The City's adopted Comprehensive Plan recommends the future land use for this area as Residential Medium. The Comprehensive Plan envisions the Residential Medium character area as follows:

Residential Medium: *"These are compact residential neighborhoods that provide a variety of housing options reflective of the needs of all residents. They contain primarily one, two and three-family structures and some multifamily structures that are smoothly integrated into the fabric of existing neighborhoods. Where appropriate, these areas may contain small scale commercial uses that were historically found in these neighborhoods. Buildings are typically 2-3 stories with lot sizes that are small to medium in size. Parking is at the side of the building or behind, but never in the front yard."*

The Residential District only allows Single- and Two-Unit Dwellings, and while it does not allow three-unit primary structures, it does allow Accessory Dwelling Units (ADUs) which would allow a single parcel to have three units and would be consistent with the future land use vision above. The Residential District does not allow multifamily structures, nor does it allow commercial uses. While the vision is to allow slightly more land uses than what Residential would allow, it is still philosophically aligned with emphasis on residential uses. This proposal is in harmony with the Comprehensive Plan.

Jefferson County 239-m Review: Staff will refer this application to the Jefferson County Planning Board pursuant to General Municipal Law Section 239-m for consideration at its December 31, 2024 meeting. Since the Planning Commission is only making a recommendation to City Council, the Commission is free to vote on its recommendation at its December 3, 2024 meeting and need not wait for the County Planning Board to make determination. However, the City Council must wait until its first meeting in January to vote on adopting the Zone Change.

SEQR: The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the Zone Change. The City Council, as the lead agency, will complete Part 2 of the EAF and make a determination of significance.

Planning Commission Action: For zone changes, the Planning Commission is responsible for making a recommendation to the City Council. The City Council will then vote on the Zone Change after holding a public hearing.

cc: City Council Members

Thomas Compo, City Engineer

Adam Storino, PLS, CPESC, Storino Geomatics, PLLC, 165 Mullin Street, Watertown, NY 13601

Steven H. McIlroy, 133 Cedar Street, Watertown, NY, 13601

Frank V. Marzano, 612 Swan Street, Watertown, NY, 13601

**ZONE CHANGE – 133 CEDAR STREET
PARCEL NUMBER 7-14-110.000 AND A 0.031-ACRE PORTION OF 612 SWAN STREET
PARCEL NUMBER 7-14-110.001**

The Planning Commission then considered a Zone Change request submitted by Steven H. McIlroy to change the approved zoning classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-acre portion of 612 Swan Street, Parcel number 7-14-110.001, from Commercial to Residential.

Mr. McIlroy approached the stand and stated that he would like to obtain property via a subdivision that has an existing shed sitting on it, but the subdivision would not be possible without the Zone Change first. Mr. Urda stated that this application started as a subdivision, but after reviewing it, Staff determined that a Zone Change to Residential would be required first. Mr. Urda said that it would avoid the need for a Use Variance and the applicant could then legally absorb the land resulting from the subdivision. Ms. Capone asked about the Subdivision application and Mr. Urda stated that the application would be on the January Planning Commission agenda.

Ms. Capone asked if there were any other questions. Hearing no comments, Peter Monaco made a motion recommending that City Council approve the Zone Change request submitted by Steven H. McIlroy to change the approved zoning classification of 133 Cedar Street, Parcel Number 7-14-110.000 and a 0.031-acre portion of 612 Swan Street, Parcel number 7-14-110.001, from Commercial to Residential.

Ms. Godek seconded the motion, all voted in favor.



Department of Planning
175 Arsenal Street
Watertown, NY 13601

Michael J. Bourcy
Director of Planning

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

December 23, 2024

Geoffrey Urda, Senior Planner
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: Stephen McIlroy, Zoning Amendment, 133 Cedar Street & a portion of 612 Swan St.,
JCDP File # C 6 - 24

Dear Geoff,

We received your referral, however, the December 31, 2024 County Planning Board meeting has been cancelled due to the holidays.

Pursuant to General Municipal Law, Section 239m, the County Planning Board has thirty days to respond to a referral. Failure of the CPB to respond within the thirty-day time period means that the local board is free to make its final decision.

Staff is forwarding its advisory comments to the local board to assist in its review of the project below:

During the review, the staff identified that New York State City Law requires zoning amendments be in accordance with a locally adopted comprehensive plan.

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.

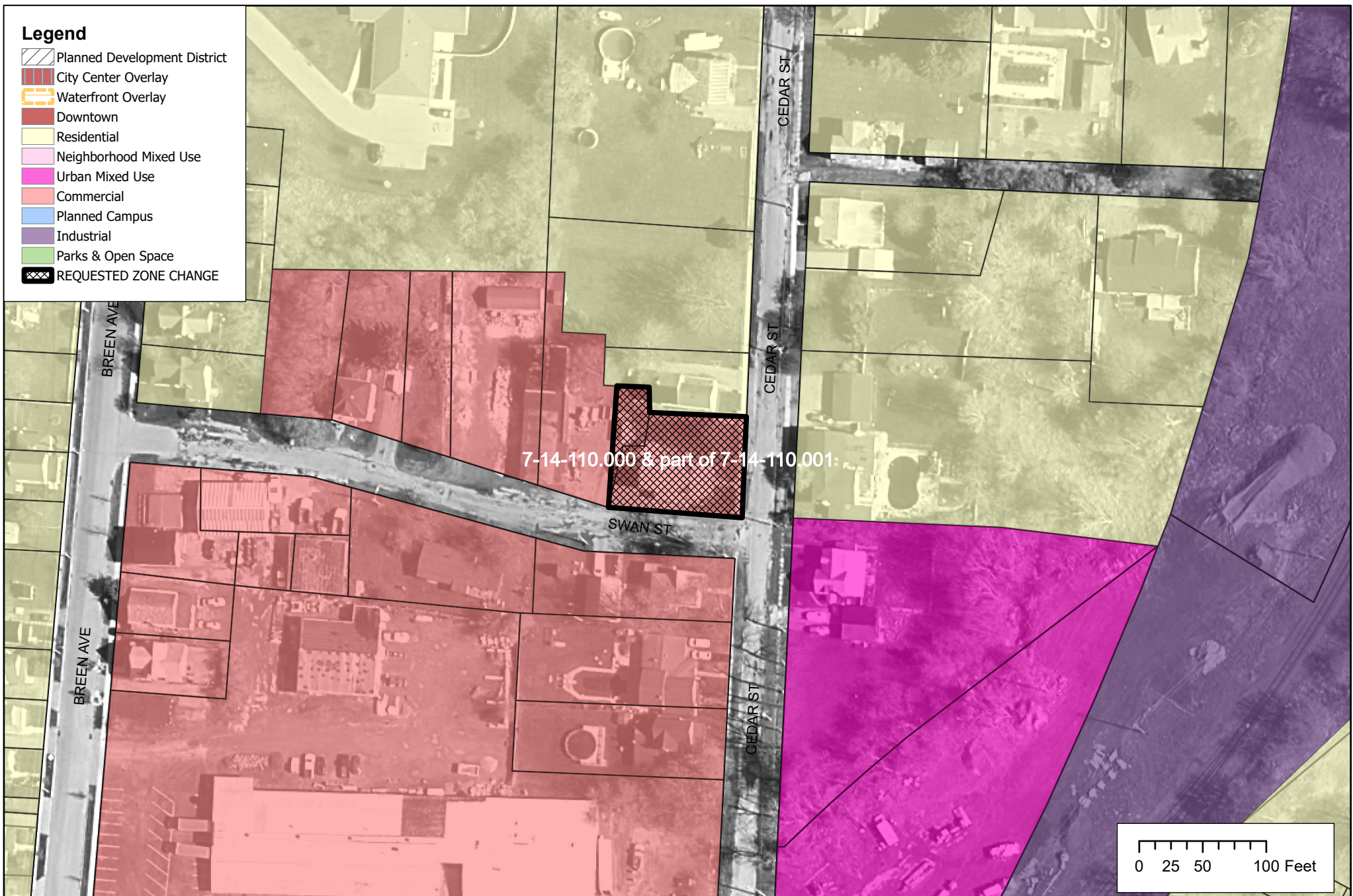
Thank you.

Sincerely,

Sam Wilson by Andy R. Men
Sam Wilson
Community Development Coordinator

Legend

-  Planned Development District
-  City Center Overlay
-  Waterfront Overlay
-  Downtown
-  Residential
-  Neighborhood Mixed Use
-  Urban Mixed Use
-  Commercial
-  Planned Campus
-  Industrial
-  Parks & Open Space
-  REQUESTED ZONE CHANGE



0 25 50 100 Feet



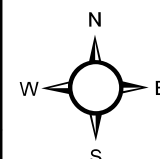
CITY OF WATERTOWN GIS

245 WASHINGTON STREET
2ND FLOOR
WATERTOWN, NEW YORK 13601

(315) 785-7793
gis@watertown-ny.gov

Commercial to Residential
133 Cedar St and part of 612 Swan St
(7-14-110.000 & part of 7-14-110.001)

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.



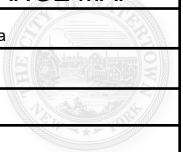
ZONE CHANGE MAP

Requested By: G. Urda

Author: mowen

Date: 11/25/2024

Scale : 1 in= 100 ft





City of Watertown
ZONE CHANGE APPLICATION FORM

City of Watertown, Planning and Community Development Dept.
245 Washington Street, Room 305, Watertown, NY 13601
Phone: 315-785-7741 Email: planning@watertown-ny.gov

Received:
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

NOV 26 2024

RECEIVED
CITY OF WATERTOWN, NY

PROPERTY INFORMATION:

PROPERTY ADDRESS: 133 Cedar Street Watertown NY 13601

TAX PARCEL NUMBER(S): 7-14-110.000

CURRENT ZONING DISTRICT: Commercial

PROPOSED ZONING DISTRICT: Residential

APPLICANT INFORMATION:

APPLICANT NAME: Steven H. McIlroy

APPLICANT MAILING ADDRESS: 133 Cedar Street Watertown NY 13601

PHONE NUMBER: E-MAIL:

PROPERTY OWNER INFORMATION (if different from applicant):

PROPERTY OWNER NAME:

PROPERTY OWNER MAILING ADDRESS (if different from subject parcel):

PHONE NUMBER: E-MAIL:

CHECKLIST (please include all of the following in addition to this application form):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cover Letter* | <input checked="" type="checkbox"/> Tax Map with subject parcel highlighted* |
| <input type="checkbox"/> Site Drawing (if applicable)* | <input checked="" type="checkbox"/> State Environmental Quality Review (SEQR) form* |
| <input checked="" type="checkbox"/> Metes and Bounds description | <input type="checkbox"/> Written Support of Adjoining Property Owners (if applicable) |
| <input checked="" type="checkbox"/> \$125 application fee* | <input type="checkbox"/> Electronic Copy of Entire Submission (PDF Preferred) |

*See appendices for further information

Applicant Signature:

Steven H. McIlroy

Date: 11/26/24

Property Owner Signature (if different)

Date:

Steven H. McIlroy
133 Cedar Street
Watertown, NY 13601

November 26, 2024

City of Watertown Planning Commission
245 Washington Street
Watertown, NY 13601

Re: Zone Change Request – 133 Cedar Street and a portion of 612 Swan Street

Dear Planning Commission,

I wish to change the zoning of my property at 133 Cedar Street from Commercial (C) to Residential (R). I also wish to change a portion of the adjacent property at 612 Swan Street from Commercial (C) to Residential (R).

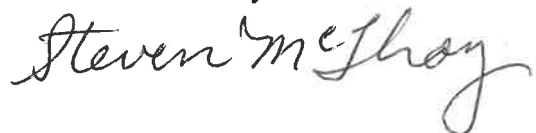
The purpose of the Zone Change is to facilitate a Subdivision of 612 Swan Street and the conveyance of the subdivided section to assemble with my own parcel. As the parcel boundaries exist now, I own an accessory storage shed that is entirely on the property at 612 Swan Street. My neighbor has agreed to subdivide this portion of his property and convey it to me.

However, under the current Commercial zoning, my one-unit dwelling use is a legal nonconforming (“grandfathered”) use. I am requesting to rezone my property and the land I will acquire to Residential so that my one-unit dwelling use will be an allowed primary use to which I may lawfully add an accessory structure.

Thank you for your consideration.

Sincerely,

Steven H. McIlroy

A handwritten signature in cursive script that reads "Steven H. McIlroy". The signature is written in dark ink and is positioned below the printed name.



175 Arsenal Street
Watertown, NY 13601
(315) 785-3081

Jefferson County Clerk Recording Coversheet

Received From :
CONBOY LAW FIRM (WATERTOWN)
OFFICE MAILBOX
407 SHERMAN ST
WATERTOWN, NY 13601

Return To :
CONBOY LAW FIRM (WATERTOWN)
OFFICE MAILBOX
407 SHERMAN ST
WATERTOWN, NY 13601

First GRANTOR

MCILROY, STEVEN H

First GRANTEE

MCILROY, STEVEN H

Index Type : LAND RECORDS

Type of Instrument : Deed

CORRECTIVE

File Number : 2004-00004442

Recording Fee : \$97.00

Recording Pages : 4

THE PROPERTY AFFECTED BY THIS INSTRUMENT
IS SITUATED IN WATERTOWN, CITY OF, IN THE
COUNTY OF JEFFERSON, NEW YORK.

Real Estate Transfer Tax

RETT # : 3422

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$97.00

State of New York

County of Jefferson

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Jefferson County,
New York

On (Recorded Date) : 03/30/2004

At (Recorded Time) : 3:51:18 PM



Doc ID - 000400440004

JoAnn M. Wilder
JoAnn M. Wilder, Clerk



This sheet constitutes the Clerk's endorsement required by section 319 of Real Property Law of the State of New York and conforms to Jefferson County local law.

2004-4442

CORRECTION DEED

STATE OF NEW YORK)
) ss.:
COUNTY OF JEFFERSON)

This deed of correction is made on the 14th day of January, 2004, by **STEVEN H. McILROY** and his wife **MARISA A. McILROY**, each having an address at 133 Cedar Street, Watertown, New York 13601, referred to as grantor, and **STEVEN H. McILROY**, residing at 133 Cedar Street, Watertown, New York 13601, referred to as grantee.

Recitals

1. Grantor conveyed a tract or parcel of land to grantee by Quitclaim Deed dated November 30, 2003, which instrument was recorded in the Jefferson County Clerk's Office on December 4, 2003 in File Number 2003-00020610.
2. In that instrument, the boundary description was in error and was faulty.
3. In order to correct the error and reflect the true agreement of the parties in every respect, grantor and grantee desire to make and execute this deed of correction.

NOW, THEREFORE, Steven H. McIlroy and Marisa A. McIlroy, grantor, in and for the consideration expressed in the above-mentioned deed paid by grantee, the receipt and sufficiency of which is acknowledged, and confessed, grants, sells and conveys, under Steven H. McIlroy, grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe set at the intersection of the northerly margin of Swan Street and the monumented westerly margin of Cedar Street; thence North 76 degrees 00 minutes West along the northerly margin of Swan Street, a distance of 104.23 feet to an iron pipe set; thence North 24 degrees 01 minutes 45 seconds East a distance of 38.20 feet to a point, said course running parallel to an existing curb line; thence South 74 degrees 31 minutes 35 seconds East a distance of 17.21 feet to a point, said course running parallel to the bakery wall; thence North 17 degrees 13 minutes East a distance of 28.87 feet to a drill hole in a curb; thence South 78 degrees 00 minutes East along the lands of Marcinko (Bk 1422 Pg 312)

2004-4443

Return: CWSK (R.E.)

on the north, a distance of 78.75 feet to a railroad spike set in a driveway; thence South 14 degrees 00 minutes West along the westerly monumented margin of Cedar Street, a distance of 66.00 feet to the point and place of beginning.

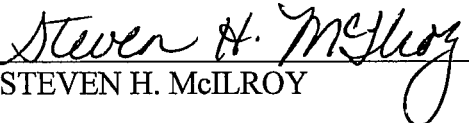
Contains 0.139 acres.

To hold the above-described property, together with all and singular the rights, ways, and appurtenances belonging or at all appertaining to the premises and grantor does bind grantor, grantor's heirs, successors, and assigns, to warrant and forever defend all and singular the property unto grantee, grantee's heirs, successors and assigns against every person lawfully claiming or to claim the same or any part.

This deed is executed as a correction deed given and accepted in place of that deed executed by the grantor to the grantee as above set forth and is made to correct the above-mentioned error and confirm the deed and it will be effective as of, and retroactive to, the date of the original deed.

Signed and sealed at Watertown, New York, on the day, month and year first above mentioned.

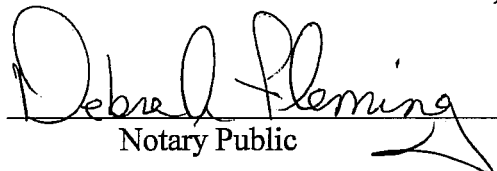
IN THE PRESENCE OF


STEVEN H. McILROY


MARISA A. McILROY

STATE OF NEW YORK, COUNTY OF JEFFERSON, ss.

On the 14th day of January, 2004, before me, the undersigned notary public, personally appeared Steven H. McIlroy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

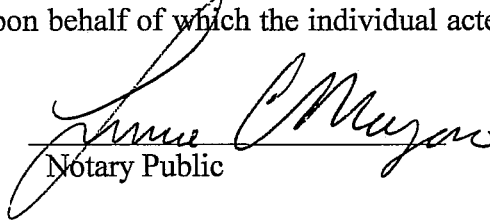

Notary Public

DEBRA A. FLEMING
Notary Public, State Of New York
Registration No. 01FL6075697
Qualified In Jefferson County
Commission Expires 06/10/ 06

2004-4444

STATE OF NEW YORK, COUNTY OF JEFFERSON, ss.

On the 14th day of January, 2004, before me, the undersigned notary public, personally appeared Marisa A. McIlroy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LANCE C. MARZANO
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 02MA5065327
QUALIFIED IN JEFFERSON COUNTY
COMMISSION EXPIRES 09/03/06

2004-4445



SUGGESTED DESCRIPTION – PARCEL B
A 0.031 ACRE PORTION OF CITY OF WATERTOWN TAX MAP P.N. 7-14-110.001
SWAN STREET
LANDS OF FRANK V. MARZANO

ALL THAT TRACT OR PARCEL OF LAND, being situate in the City of Watertown, County of Jefferson, State of New York, and being further described as follows:

BEGINNING at a mag nail set at an angle point in the northerly margin of Swan Street (reputedly 49.5 feet wide), said nail being situate along said margin N 87°02'13" W, a distance of 104.23 feet from a 1/2" capped iron pipe found (Zeccolo) marking the intersection of said margin with the westerly margin of Cedar Street (40 feet wide);

THENCE N 02°57'47" E, through the first and second parcels of land conveyed by DGI LLC to Frank V. Marzano in a deed dated July 17, 2006, recorded in the Jefferson County Clerk's Office as Instrument Number 2006-15981, on September 21, 2006, a distance of 87.13 feet to a 1/2" capped iron rebar set;

THENCE S 87°02'13" E, a distance of 25.48 feet to a lead plug found in a concrete pad;

THENCE S 02°57'47" W, a distance of 21.13 feet to a lead plug found in a concrete curb;

THENCE S 06°10'47" W, a distance of 28.87 feet to a point;

THENCE N 85°33'48" W, a distance of 17.21 feet to a point;

THENCE S 12°59'32" W, a distance of 38.20 feet to the point and place of **BEGINNING**.

CONTAINING 0.031 Ground Acres of land more or less.

Bearings in this description are referenced to the New York State Plane Coordinate System, Central Zone (3102), as realized from static GPS observations referenced to NAD 83 (2011) made on October 16, 2017 and October 18, 2017 for the City of Watertown 2017 GPS Network - File No: 2017-027.

Distances in this description are ground distances (U.S. Survey Feet).

Caps on 1/2" capped iron rebar set are yellow and read "STOR GEOM PLS 50878".

SUBJECT TO any rights or restrictions of record that an updated Abstract of Title may disclose.

ALSO SUBJECT TO AND INCLUDING any and all other rights or restrictions of record.

PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

RECEIVED

CITY OF WATERTOWN, NY

XX/XX/2024

AS SURVEYED by STORINO GEOMATICS, Land Surveying Services & Consulting, PLLC, on 10/31, 11/14, 11/18, AND 11/19/2024 , shown on a plat titled “- SUBDIVISION FINAL PLAT - LOT LINE ADJUSTMENT OF THE LANDS OF FRANK V. MARZANO AND STEVEN H. MCILROY”, File No. 2024-080, dated 11/19/2024, filed in the Jefferson County Clerk’s Office as Map No. _____ on _____, a copy of which is part of this instrument.

INTENDING to describe a 0.031 Acre portion of the first and second parcels of land conveyed by DGI LLC to Frank V. Marzano in a deed dated July 17, 2006, recorded in the Jefferson County Clerk’s Office as Instrument Number 2006-15981, on September 21, 2006.

Preliminary

11/19/2024 3:30:40 PM

Adam Michael Storino, PLS No. 50878
Licensed Land Surveyor



Prepared by
City of Watertown GIS
For
City of Watertown
Assessment Department

For Tax Purposes Only
Not to be Used for Conveyance

NAD 83 STATE PLANE
COYNE ZONE 18 FT 151

Parcel	Date	Parcel	Date
7-14-131.200	06/03/2015	7-14-101.100	06/03/2015
7-14-135.200	03/11/2023	7-14-132.200	06/03/2015
7-14-135.200	05/20/2023	7-14-133.000	06/03/2015
7-14-101.000	06/03/2015	7-14-124.001	05/30/2023
7-14-125.100	10/04/2019	7-14-125.120	05/30/2023

Property Line

Historic Property Line

Building Outline

Railroad

City Boundary

School District Boundary

Coordinate Grid

Parcel ID

Assessment ID
(or status internally combined parcels)

1 inch = 50 feet*

0

200

100

50

Feet

* values printed on 24" x 36" sheet

Tax Map

City of Watertown

Jefferson County, NY

Section 07 Block 14

Printed Date: 6/3/2024