



Town/Village of East Rochester

120 West Commercial Street
East Rochester, New York 14445
Phone 585-586-3553 ~ Fax 585-586-4792
Fred Ricci, Mayor

NY State Main Street Grant Meeting Agenda February 29, 2012 5:30 pm

Welcome & Introductions

Martin D'Ambrose, Village Administrator

- **Grant Funding Committee** - Our committee has developed a fair and transparent rating system to determine which properties will be included in the grant. There are some specific situations identified by NYMS that we feel warrant priority in the selection process

- **Grant Funding Criteria**
 - Projects with code violations
 - Facade Renovation projects that are visually prominent on Main/Commercial Streets
 - Projects that are 'ready to go' and have available funds
 - Projects that include renovation of upper story residential units
 - Projects that provide ADA compliant facilities
 - Projects that (with the assistance of grant funds) will reduce blight, contribute to the economic recovery of the target area, or realize a stabilization or expansion of a Main Street business
 - Projects with historic value, or historic properties in danger of being lost in part or totally due to disrepair or damage

NY State Main Street Grant Award

Gary Rouleau, J. O'Connell & Associates

NY State Main Street Grant Overview

Valerie Ansuini, J. O'Connell & Associates
Linda Wyatt, J. O'Connell & Associates

Questions and Answers

All

Town/Village of East Rochester Main Street Grant Start-Up Meeting February 29, 2012



Valerie Ansuini
Project Administrator
10646 Main Street, Clarence, New York 14031
Office (716) 759-8580 ext 200 Fax (716) 759-0676
vansuini@grantsareus.com www.grantsareus.com



Linda Wyatt
Project Administrator
10646 Main Street, Clarence, New York 14031
Office (716) 759-8580 ext. 207 Fax (716) 759-0676
lw Wyatt@grantsareus.com www.grantsareus.com

Grant Award: \$500,000

Building Renovation Budget: \$422,500
Streetscape Budget: \$ 40,000
Administration Budget: \$ 37,500

Grant Contract Period: **December 9, 2011 – December 9, 2013**

- All work must be completed, inspected, and payments processed by the end of the contract period. This deadline cannot be extended.

Property Selection

- Properties will be selected based on Project Selection Criteria developed by the Village/Town of East Rochester Main Street Grant Team.
- It is likely not all applicants will be able to be included in the grant program. If this happens, a waiting list will be formed.
- If a funded project comes in under budget or if a funded project drops out, additional property(ies) will be invited to participate from the waiting list.

Property Owner Requirements

To be included in the program, property owners will need to enter into a contract with the Village/Town of East Rochester and meet the following requirements:

- The minimum match requirement is 25%.
- Properties must meet local Code Requirements and Exterior Design Standards, prior to reimbursement.
- The Main Street Team will need access to the property throughout construction.
- Schedule D, Property Release Form – Completed at reimbursement.

- Schedule C, Declaration Form - Completed at reimbursement and on file at the Monroe County Clerk's Office for 5 years. The form states that..."Properties must be maintained in good operating order and condition, all necessary repairs, renewals, replacements and additions and improvements shall be promptly made. The premises shall not be moved, demolished or altered without prior written approval from the New York State Housing Trust Fund Corporation (HTFC) for 5 years." These requirements will pass on to the new owner if the property is sold.
- Failure to meet these requirements could result in the Main Street Grant Program "recapturing the grant funds".

List of Approved Contractors

- All area contractors are welcome to be included on the Approved Contractor's List, providing they submit an application along with proof of insurance and references. The grant administrator will also confirm that they are not on the State or Federal Debarred Contractor's List.
- Property owners are required to utilize contractors from the Approved Contractor's List.
- Generally, a contractor cannot receive Main Street funds for work done on a property that he/she owns.

Price Quotes

- At least two (2) price quotes are required to qualify for payment.
- Price quotes are to be submitted directly to the grant administrator (Valerie or Linda).
- Property owners are not required to use the lowest quote, but Main Street will reimburse only up to the amount of the lowest quote.

Environmental Compliance

- Guidelines from the Environmental Compliance Checklist must be followed. Applicants should take special note on requirements for: Lead Paint, Radon, Asbestos and SHPO.

NYS Historic Preservation Office (SHPO)

- Each project must receive SHPO approval before proceeding with ANY work.
- SHPO's guidelines are detailed in the "Standards for Rehabilitation" handout.
- When applicable, it is recommended that property owners work with a licensed architect experienced in renovating historic properties.
- Architectural fees are eligible for reimbursement as long as the design is actually used in the project.

Exterior Design Standards

- SHPO will need to approve all exterior design work.
- The Main Street Committee and SHPO will determine exterior design standards for color, materials, signage, etc.
- Properties must meet exterior design standards to receive grant reimbursement and maintain these standards for 5 years following grant reimbursement.
- Even properties that only received grant money for interior renovations must meet and maintain Exterior Design Standards.

Eligible/Ineligible Costs

- Generally, everything that is attached to a building IS eligible (paint, construction, windows, doors, plumbing, HVAC, etc.)
- Generally, anything that can be easily removed IS NOT eligible (furniture, dishwashers, refrigerators, stoves, portable A/C, business equipment, etc.)
- Sometimes, Main Street will allow professional grade kitchen appliances in restaurants.
- Other things that are usually NOT eligible include: demolition of an entire building, improvements to churches or religious structures, plastic/vinyl, electric signs, paving, etc.
- Generally, vinyl and aluminum siding and windows are not eligible.
- Prior to beginning construction, Consultant (J. O'Connell & Associates, Inc.) will submit each project's scope of work to Main Street and SHPO for their review and approval.
- No work may begin prior to receiving Main Street and SHPO approval.

Rental Units

Rent Limits are required for properties using Main Street funding to improve or create rental units. If Main Street funds are not used to directly improve rental units, rent limits do not apply. NYS Main Street Rent Limits are based on HUD income limits, so they could change annually if the Median Family Income (MFI) in your area changes, but drastic changes from year to year are not expected. Based on 2012 income limits, Monroe County has a MFI of \$68,700 – rent limits in East Rochester are as follows:

	efficiency	1 bedroom	2 bedroom	3 bedroom	4 bedroom
occupant(s)	1	1.5	3	4.5	6
rent cap	\$591	\$654	\$799	\$960	\$1,016

Grant Payments

- The grant is a REIMBURSEMENT program. All work must be completed and inspected prior to reimbursement.
- Save all documentation of payment – i.e., receipts, cancelled checks.
- For your own protection, do not pay for anything with cash.

Financing

- Applicants must demonstrate that they have sufficient resources to fund the project.
- Financing is available through _____ Bank.

5-Year Maintenance Period

- Property owner must execute a "NYMS Property Maintenance Declaration" that must be signed and notarized prior to receiving NYMS funds. Date of receipt of funds by property owner will be used to calculate termination date of 5-year maintenance period, as specified on Declaration. Declaration must then be filed in the Monroe County Clerk's Office.
- Properties will be inspected for compliance by the Main Street Team annually during the 5-year maintenance period.
- Failure to maintain the property and improvements could result in the NYS Main Street Program recapturing the grant funds.

HAZARDOUS MATERIALS REQUIREMENTS

February 29, 2012



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Project Administrator

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TO EAST ROCHESTER MAIN STREET GRANT PARTICIPANT:

The Main Street Grant requires compliance with their regulations regarding Lead Paint, Asbestos and Radon.

Lead Paint

Applicable for all projects that include RESIDENTIAL IMPROVEMENTS.

Due to age of the properties, all projects involving residential improvements will need to determine whether or not lead paint is present. It should be noted that replacing or repairing windows in a residential unit will trigger these requirements. Projects that will involve the disturbance of lead paint surfaces that exceed "de minimis" levels must be conducted in accordance with HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing." The rules do not require that all lead be removed, but if lead paint could be disturbed by the renovations, or if any lead paint is peeling, cracked or dusty, it must be addressed.

There are a couple of options...

- You could hire an environmental testing/remediation company to assess your property for lead prior to beginning renovations. The testing company would either provide you with documentation that there will not be an issue with lead paint or identify issues that need to be addressed.
- Another way to meet the requirement would be to assume since the building was built prior to 1978 that there is lead present, and hire a contractor who has been certified to work "lead safe" (certification can be obtained through completion of EPA-approved 8-hour course). After the work is complete, your property would then be thoroughly cleaned and the contractor (if certified) or a certified inspector would then perform a dust swipe sample to demonstrate that there is not lead present.

In addition, for all properties receiving housing rehabilitation assistance, the following information must be provided:

1. The number of units constructed before 1978
 - a. Lead Safe Work Practices (Hard Costs less than \$5,000)
 - b. Interim Controls or Standard Practices (\$5,000-\$25,000)
 - c. Abatement (Hard Costs over \$25,000)
2. The number of units that are exempt because they were constructed after 1978
3. The number of units that are exempt because hard costs of rehabilitation are less than \$5,000
4. The number of units that are otherwise exempt

Costs associated with inspecting, testing and mitigating lead paint are eligible for reimbursement. As with all grant-related expenses, it is necessary to obtain two (2) price quotes for these services.

Following is the web address to HUD's "Guidelines for the Evaluation and Control of Lead Paint Hazards in Housing": http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines

Radon

Monroe County is located in Zone 2, with potential for low to moderate radon levels. NYMS requires all areas in Zones 1 and 2, with work involving rehabilitation of residential units and common areas, to include radon testing and, if elevated levels are found, a radon mitigation system will need to be installed in accordance with EPA Radon Mitigation Standards.

Asbestos

Asbestos is usually associated with commercial projects. You will need to determine the presence or absence of asbestos. Asbestos Containing Materials (ACM) that will be disturbed as part of the renovations will need to be handled and disposed of according to NYS Department of Labor requirements at 12 NYCRR Part 56 as well as local requirements.

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Currently, there are no environmental testing companies on our approved contractor list, but some area environmental companies are listed below:

ACM Engineering & Environmental; Web: www.acmenv.com; Phone (800) 234-8435

Great Lakes Abatement Co., Inc.; Web: www.greatlakesabatement.com; Phone: (716) 803-8728

Lozier Environmental Consulting, Inc.; Web: www.lozierenv.com; (585) 654-9080

Stohl Environmental; Web: www.stohlenvironmental.com; Phone: (716) 312-0070

Prior to grant reimbursement, documentation must be provided to the Town/Village of East Rochester regarding your compliance with these regulations. The Main Street Grant Program will not release grant payments to properties where these regulations were not followed.

If you have questions or require more information, please contact Valerie Ansuini or Linda Wyatt, Grant Administrators, (716) 759-8580.

APPLICATION

Downtown East Rochester Main Street Grant Initiative

Please complete and return this document to:

Martin G. D'Ambrose
Village Administrator
Town/Village of East Rochester
120 West Commercial Street
East Rochester, New York 14445

mdambrose@astrochester.org

APPLICANT INFORMATION

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person (if different from applicant): _____

Phone: _____ Cell #: _____

Email: _____

BUSINESS INFORMATION

Name of Business: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Federal ID #: _____

Please attach the following with this application:

- Proof of Insurance
- References
- Previous project experience or resumé

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GRANTS CONSULTANTS

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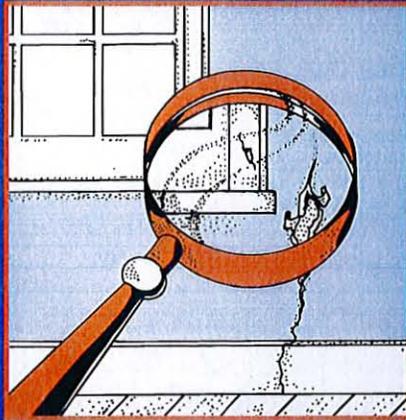
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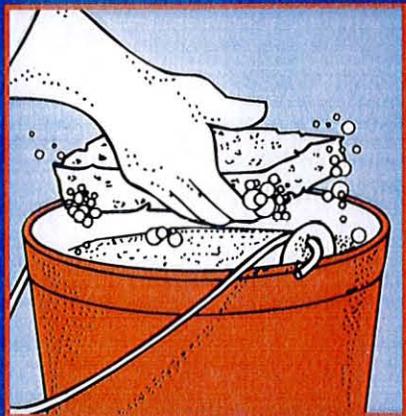
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Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

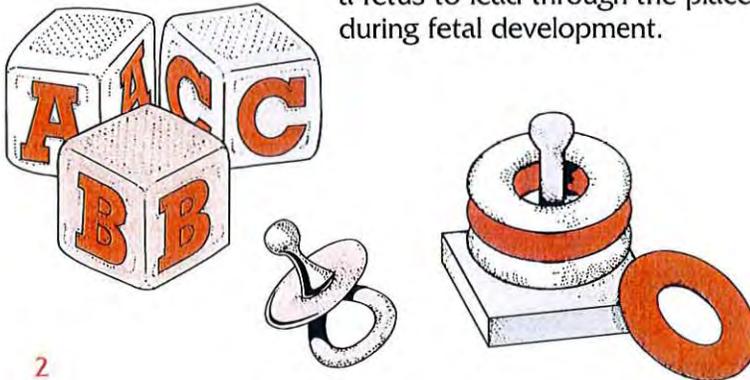
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

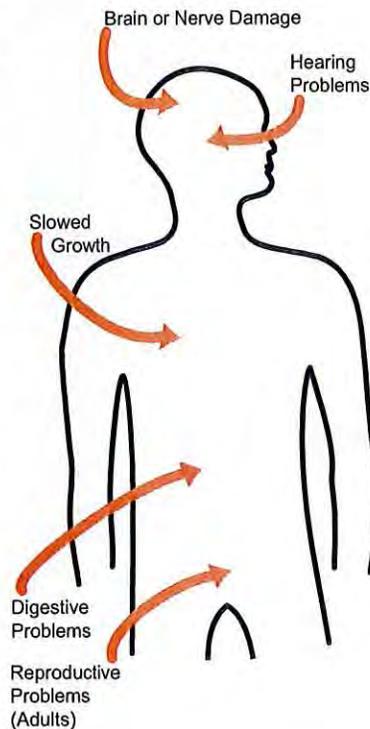
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

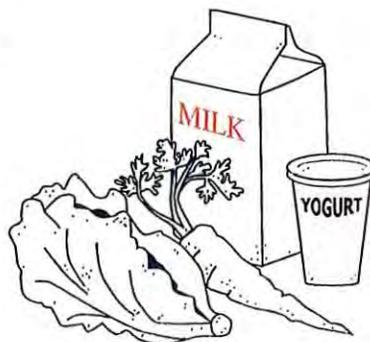
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

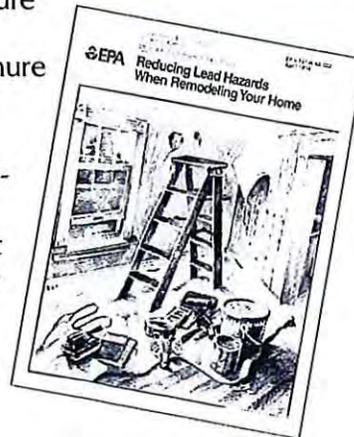
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

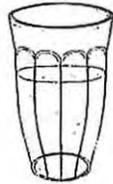
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

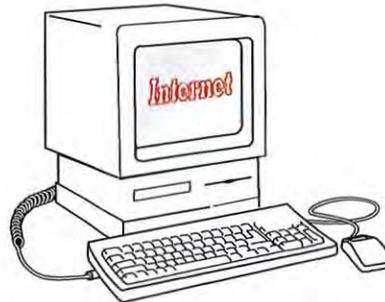


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

NYS HISTORIC PRESERVATION OFFICE (SHPO)

Standards for Rehabilitation

SHPO - BACKGROUND

New York's State Historic Preservation Office (SHPO) helps communities identify, evaluate, preserve, and revitalize their historic, archeological, and cultural resources. SHPO administers programs authorized by both the National Historic Preservation Act of 1966 and the NYS Historic Preservation Act of 1980. The Environmental Review program is a planning process that helps protect New York's historic cultural resources from the potential impacts of projects that are funded, licensed or approved by state or federal agencies. SHPO's role in the review process is to ensure that effects or impacts on eligible or listed properties are considered and avoided/mitigated during the project planning process.

SHPO INVOLVEMENT IN MAIN STREET GRANT

SHPO must approve each project within the Main Street Grant for ANY property requesting funding, with *SPECIAL REQUIREMENTS FOR ANY BUILDING CONSTRUCTED FIFTY (50) OR MORE YEARS AGO*. SHPO's approval is mandatory for Main Street to release grant funds, so the need to comply with SHPO requirements cannot be overstated. The following tools will prove invaluable throughout the process:

Digital Photographs

- SHPO loves photographs, so it is important to take many descriptive color digital photos of subject property – including façade, street view and every side of the building (identifying north/south/east/west orientation), with close-ups of areas in need of improvement. If interior work is part of the project, clear digital pictures of relevant areas should be provided. As a rule of thumb, **WHATEVER** is included in the scope of the project should be represented with pictures.
- If project plans call for the repair and/or replacement of an item, please photograph the current status, clearly revealing defects or problem areas whenever possible. This includes mechanical items such as HVAC, hot water tank, etc.
- If an item is going to be relocated within the property, photographs should be taken of both current and proposed new locations.
- Photographs should be clearly labeled to identify contents.

Narrative Description of Proposed Project

The more detailed the description, the better! Describe current state of property and exactly what needs to be repaired/replaced/restored. Identify relevant conditions that have contributed to this current status (i.e., rotting wood, structural degradation, leak, code violation), what changes need to be made, and the repercussions if the work is not done.

- Include specifications and approximate quantities of materials needed (i.e., 5 gallons Benjamin Moore "Sunny Delight" paint, 24 each 2x4 pine planks, 1 each Trane furnace 13,000 BTU). Whenever possible, provide copies of catalog entries, descriptive advertisements or manufacturer's spec sheets.
- Clearly describe methods to be used to complete the work (i.e., how chimney will be repaired, process for determining repair/replacement of roof, steps to be taken to repair porch). Note: This information may be included in the quotation provided by the vendor. At least two quotes are required for payment, but please keep in mind that Main Street Program reimbursement will be made *only up to the amount of the lowest bid*.
- Explain how historic integrity will be maintained in light of proposed changes. (i.e., a new furnace may require relocation and/or installation of new ductwork -- will this affect historical value of property?)
- Structural 'remodeling' may require the services of an architect (not required for a 'replacement.'). Include scope of project and any projected professional involvement in the narrative description. Note: Payment for a quote from an architect is reimbursable only if the architect is actually used in the project – i.e., if you get an architect's quote and subsequently decide not to utilize his services, the cost of the quote is not considered a reimbursable expense.

Maps - Please provide maps showing location of subject property (a) in proximity to target area and (b) within community as a whole.

PLEASE RETAIN COPIES OF ALL PHOTOGRAPHS, THE NARRATIVE DESCRIPTION, AND MAPS FOR YOUR RECORDS. ALSO, THIS INFORMATION MAY BE USEFUL WHEN COMPLETING FUTURE DOCUMENTS, I.E., SHPO FORM (SEE BELOW), PROPERTY OWNER CONTRACT.

SHPO FORM

SHPO requires each property owner who participates in the Main Street Program to complete the form, "Historic Resource Inventory" (Copy of form is included in this packet.) *This is where the detailed project description, photographs, and maps come into play – additional pages may be attached to form if necessary.*

- *Please give considerable thought to the preparation of this form.* SHPO must initially approve this form, then the Main Street Program must approve the project as submitted on the form. Please keep in mind that the Main Street Program will include and provide reimbursement **ONLY** for the project as approved by SHPO.
- If the scope of the proposed project will include funding beyond the provided grant funds (i.e., personal funds, community contribution), please include such information on the form and identify these funding sources.

PROCESS

1. Property owner submits completed "Historic Resource Inventory," with required documentation, to Consultant (J. O'Connell & Associates, Inc.).
2. Consultant will review form and attachments for completeness and, on behalf of property owner, submit application to SHPO for review. (Copies of all documents submitted to SHPO will be forwarded to the property owner and the Town/Village of East Rochester.)
3. SHPO typically takes 4-6 weeks to review application and make their decision.
4. SHPO will notify Consultant if they require additional information or further clarification. Consultant will work with property owner and/or other resource to address SHPO's concerns, and will re-submit amended application to SHPO, with copies to property owner and Town/Village of East Rochester.
5. Timeline starts over, and SHPO takes 4-6 weeks to review the re-submitted documents.
6. Consultant will notify property owner and Town/Village as to SHPO's response.

IMPORTANT: No work on the project may begin until SHPO/Main Street approvals have been received,

Note from Consultant

Please contact J. O'Connell & Associates, Inc., at any time throughout this process for guidance and assistance. The intricate, time-consuming SHPO procedure is a mandatory component of the Main Street Program. We will work with you in the careful and detailed preparation of required documentation at all stages of the process to improve efficiency and maximize the probability of prompt SHPO approval.



HISTORIC RESOURCE INVENTORY FORM

NYS OFFICE OF PARKS, RECREATION
& HISTORIC PRESERVATION
P.O. BOX 189, WATERFORD, NY 12188
(518) 237-8643

OFFICE USE ONLY
USN: _____

IDENTIFICATION

Property name(if any) _____
Address or Street Location _____
County _____ Town/City _____ Village/Hamlet: _____
Owner _____ Address _____
Original use _____ Current use _____
Architect/Builder, if known _____ Date of construction, if known _____

DESCRIPTION

Materials -- please check those materials that are visible

Exterior Walls:	<input type="checkbox"/> wood clapboard	<input type="checkbox"/> wood shingle	<input type="checkbox"/> vertical boards	<input type="checkbox"/> plywood	
	<input type="checkbox"/> stone	<input type="checkbox"/> brick	<input type="checkbox"/> poured concrete	<input type="checkbox"/> concrete block	
	<input type="checkbox"/> vinyl siding	<input type="checkbox"/> aluminum siding	<input type="checkbox"/> cement-asbestos	<input type="checkbox"/> other: _____	
Roof:	<input type="checkbox"/> asphalt, shingle	<input type="checkbox"/> asphalt, roll	<input type="checkbox"/> wood shingle	<input type="checkbox"/> metal	<input type="checkbox"/> slate
Foundation:	<input type="checkbox"/> stone	<input type="checkbox"/> brick	<input type="checkbox"/> poured concrete	<input type="checkbox"/> concrete block	

Other materials and their location: _____

Alterations, if known: _____ Date: _____

Condition: excellent good fair deteriorated

Photos

Provide several clear, original photographs of the property proposed for nomination. Submitted views should represent the property as a whole. For buildings or structures, this includes exterior and interior views, general setting, outbuildings and landscape features. Color prints are acceptable for initial submissions.

Please staple one photograph providing a complete view of the structure or property to the front of this sheet. Additional views should be submitted in a separate envelope or stapled to a continuation sheet.

Maps

Attach a printed or drawn locational map indicating the location of the property in relationship to streets, intersections or other widely recognized features so that the property can be accurately positioned. Show a north arrow. Include a scale or estimate distances where possible.

Prepared by: _____ address _____

Telephone: _____ email _____ Date _____

PLEASE PROVIDE THE FOLLOWING INFORMATION

IF YOU ARE PREPARING A NATIONAL REGISTER NOMINATION, PLEASE REFER TO THE ATTACHED INSTRUCTIONS

Narrative Description of Property: Briefly describe the property and its setting. Include a verbal description of the location (e.g., north side of NY 17, west of Jones Road); a general description of the building, structure or feature including such items as architectural style (if known), number of stories, type and shape of roof (flat, gabled, mansard, shed or other), materials and landscape features. Identify and describe any associated buildings, structures or features on the property, such as garages, silos, privies, pools, gravesites. Identify any known exterior and interior alterations such as additions, replacement windows, aluminum or vinyl siding or changes in plan. Include dates of construction and alteration, if known. Attach additional sheets as needed.

Narrative Description of Significance: Briefly describe those characteristics by which this property may be considered historically significant. Significance may include, but is not limited to, a structure being an intact representative of an architectural or engineering type or style (e.g., Gothic Revival style cottage, Pratt through-truss bridge); association with historic events or broad patterns of local, state or national history (e.g., a cotton mill from a period of growth in local industry, a seaside cottage representing a locale's history as a resort community, a structure associated with activities of the "underground railroad."); or by association with persons or organizations significant at a local, state or national level. Simply put, why is this property important to you and the community. Attach additional sheets as needed.

New York Main Street Program Property Maintenance Declaration Form

Program funds granted by _____, of _____ to:
OWNER(S): _____
PROPERTY ADDRESS: _____
SECTION/BLOCK/LOT: _____
AMOUNT OF GRANT ASSISTANCE: _____
UNIT ASSISTED: _____
DESCRIPTION OF ASSISTED IMPROVEMENTS: _____

This Declaration is made and executed this _____ day of _____, 2012.

WHEREAS, the undersigned is/are the owner(s) ("Owner") of the premises described above ("Premises"); and

WHEREAS, the Owner acknowledges that the Premises have been improved with Grant Assistance provided by the New York State Housing Trust Fund Corporation ("HTFC") to _____ under the New York Main Street revitalization program ("Program");

NOW, THEREFORE, the Owner hereby declares that for a period of five (5) years ("Regulatory Period"), commencing as of the date hereof and terminating _____, 2017, ("Termination Date"), the Premises shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions and improvements shall, from time to time, be promptly made. Furthermore, during the Regulatory Period, the Owner hereby declares the Premises shall not be sold, moved, demolished or materially altered without the prior written consent of _____. The Owner also hereby declares that, if the Premises contain residential units that were improved with Grant Assistance, and such improved units become vacant during the Regulatory Period, they shall be marketed, and made affordable, to persons of low-income as defined under Article XXVI of the New York Private Housing Finance Law.

This Declaration is expressly subject and subordinate to any mortgage given by the Owner for the purpose of construction or permanent financing of the Premises, whether or not such mortgage is recorded prior to the date of this Declaration.

All the grants, covenants, terms, provisions and conditions contained herein shall run with the land, binding all subsequent owners, encumbrances and tenants of the Premises. In the event the Owner shall breach any such grant, covenant, term, provision or condition, the Owner must return the Grant Assistance to _____, for recapture by HTFC. The amount to be recaptured shall be determined by reducing the original amount of Grant Assistance disbursed to the Owner by one fifth (1/5th) for each year of the Regulatory Period the Owner was in compliance hereunder. Repayment will be calculated in accordance with the following schedule:

Months 0-12:	100% repayment due.
Months 13-24:	80% repayment due.
Months 25-36:	60% repayment due.
Months 37-48:	40% repayment due.
Months 49-60:	20% repayment due.
Months 60 and beyond:	0% repayment due.

This Declaration shall be recorded in the Office of the Clerk of the County in which the Premises are located, and shall automatically lapse on the Termination Date.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

OWNER(S):

MAILING ADDRESS:

:

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

**Village/Town of East Rochester
Main Street Administration Outline/Checklist**

Action Required	Completed
Obtain the executed grant contract	<input checked="" type="checkbox"/>
Submit the Direct Deposit and Authorized Signature forms	<input checked="" type="checkbox"/>
Form the Grant Committee	
The Committee will need to decide on priorities and criteria to rate /score the property applications.	
“Market” the grant to property owners in the target area.	<input checked="" type="checkbox"/>
Hold a public meeting to explain the process to the property owners.	<input checked="" type="checkbox"/>
Submit request for 40% upfront administration funding, if allowable.	
Interested property owners will submit applications to the committee. The Committee will select properties for inclusion and put the rest on a waiting list.	
The administrator will complete the Environmental Review process and submit the Environmental Review to SHPO/Main Street for approval. The property owners will be required to adhere to the requirements outlined in the Environmental Review, i.e., lead paint, radon & asbestos.	
Each project in a building 50 years or older will need to be approved by SHPO prior to any work being done. We will need to get a lot of specific, detailed information about the building and the project from the property owners for the SHPO review. Property owners are encouraged to use an architect to prepare their plans – this assists in obtaining SHPO approval.	
Following SHPO approval, the property will then be “Set Up” with Main Street.	
Each property owner will need to enter into a contract with the Town/Village of East Rochester. The contracts should spell out the scope of work, materials, time frame, environmental requirements maintenance period, rent limits, etc. (Sample contract is available for review.)	
Other than the upfront administrative funds, Main Street is a <u>reimbursement</u> program. Main Street will only pay for finished projects.	

<p><u>Approved Contractor List</u> – the grant requires a list of approved contractors to be developed, and that the property owners utilize contractors from this list. To be included on the list, contractors need to complete an application and provide proof of insurance and references. Contractors that will be doing work in residential units will also need to be certified to work “lead safe”.</p>	
<p>Two price quotes are required. The property owner is not required to go with the lowest quote, but will be reimbursed only up to the amount of the lowest quote.</p>	
<p><u>Minority/Women Owned Business Utilization</u> – documentation required to show good faith effort to utilize MWBE contractors and suppliers.</p>	
<p>Property owner must execute a “NYMS Property Maintenance Declaration” that must be signed and notarized prior to receiving NYMS funds. Date of disbursement will be used to calculate termination date specified on Declaration. Declaration must then be filed in the Monroe County Clerk’s Office.</p>	
<p><u>Closeout</u> - at the end of the grant contract period, a representative from Main Street will come out to review the Village’s grant files for program compliance and tour the properties.</p>	

NEW YORK STATE
MAIN STREET PROGRAM
GRANT AGREEMENT

This **AGREEMENT** made effective as of the 9th day of December, 2011, by and between the New York State Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL") with an office at 38-40 State Street, Hampton Plaza, 9th Floor, Albany, New York 12207, and the Village/Town of East Rochester ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of general local government, having its principal place of business at 120 West Commercial Street, East Rochester, NY 14445.

WITNESSETH:

WHEREAS, pursuant to New York Private Housing Finance Article XXVI and the regulations promulgated thereunder (collectively, "Statutes"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of general local government for the revitalization of eligible main street and surrounding downtown areas under the New York MainStreet program ("NYMS"); and

WHEREAS, the Recipient has applied to the Corporation for NYMS funds to administer a local NYMS program ("Program") as described in the Recipient's 2011 Funding Round application; and

WHEREAS, the Corporation has selected the Recipient to receive an award of NYMS funds to be used for eligible costs to complete the Program ("Program Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statutes, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall (a) complete the Program in accordance with the Recipient's approved application ("Application"), which is incorporated herein and summarized in Awarded Budget & Projected Accomplishments attached as **Schedule A**, and its Administrative Plan ("Plan") attached as **Schedule B**, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation, and (b) adhere to the Awarded Budget reflected in **Schedule A**, and (c) adhere to the Corporation approved Program Schedule,

which shall not in any event exceed the term of this Agreement as defined below. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Plan in a satisfactory manner.

2. Term.

The period of performance for all activities assisted pursuant to this Agreement shall be twenty-four months commencing on the effective date of this Agreement and ending on December 9, 2013, unless sooner terminated as provided for herein.

3. Program Costs.

The maximum amount of NYMS funds to be provided to the Recipient is Five-Hundred Thousand Dollars (\$500,000). The Corporation agrees to reimburse the Recipient for Program Costs described in the Application and the Plan, and contained in the Awarded Budget. Program Costs shall not exceed the amount of NYMS funds available. Any modification, amendment or rescission of Program Costs must be requested in writing, and approved in writing by the Corporation.

4. Use of NYMS Funds to Make Loans.

If the Recipient has been approved by the Corporation to utilize NYMS funds to make loans, and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of NYMS funds by the Recipient:

“The Lender, in consideration of the New York Main Street (“NYMS”) grant awarded to it by the New York State Housing Trust Fund Corporation (“HTFC”), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the NYMS Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note.”

5. Regulatory Period.

The Recipient, for a period of five (5) years from the final disbursement of NYMS funds (“Regulatory Period”), shall take all necessary steps to ensure that owners of properties improved under the Program (“Assisted Property”) maintain the structures and their façades

in good condition. The Recipient shall also take all necessary steps to ensure that streetscape enhancements are maintained and kept in good condition during the Regulatory Period. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income defined as persons and families whose incomes do not exceed ninety percent of the median income for the metropolitan statistical area in which the target area is located. The Recipient shall require every owner of an Assisted Property to execute a Property Maintenance Declaration, in the form provided by HTFC, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor and regulate the Program in accordance with the Plan, and in compliance with the terms of this Agreement, throughout the Regulatory Period.

6. Report and Access to Records.

During the Term and the Regulatory Period, the Recipient shall file progress reports with the Corporation in a form and containing such information as the Corporation may require. The Recipient further agrees to provide the Corporation with reports, records and accounts in such form, content and frequency as required by the Corporation. These reports may include, but not be limited to:

Final Report. Upon the request of the Corporation, the Recipient shall within thirty (30) days thereof, provide an interim and/or final report setting forth the work performed pursuant to this Agreement and providing such other information as may be requested by the Corporation.

7. Supporting Documentation.

All expenditures made from NYMS funds pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request in order to establish that such NYMS funds have been used in accordance with the terms of this Agreement.

8. Disbursement.

The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. The Recipient shall not request disbursement of funds under this Agreement until the funds are needed for payment of incurred eligible costs. Each such request shall (a) state the amount requested to be disbursed; (b) be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and (c) constitute an affirmation that the representations and warranties contained in Section 9 hereof remain true and correct on the date thereof. All NYMS funds paid to the Recipient shall be disbursed to the contractor or vendor within five business days of receipt, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. At its option, the Corporation may make such disbursements, as the Corporation determines, directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the funds.

No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy pro tanto the obligations of the Corporation. The Corporation shall have no obligation to make disbursements for items other than eligible Program Costs, as herein defined.

9. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of general local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby.
- (b) If applicable, it has secured commitments for such additional funds sufficient to complete the Program and that the source of such funds is specified in the Awarded Budget.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, identified in the Application and summarized in Awarded Budget & Projected Accomplishments attached as Schedule A, in accordance with the Plan and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) The Plan and any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in the Awarded Budget.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other Program

funded by the New York State Division of Housing and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.

- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with their terms.

10. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any Requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from the Plan not approved by the Corporation. The disbursement of any NYMS funds hereunder shall not constitute a waiver of the Corporation's rights to require compliance with this covenant with respect to any such defects or departures from the Plan.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York, and the Corporation in the financing of the Program, which sign shall be of a size and in a location so as to be visible from outside the construction site, as approved by the Corporation.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

11. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance (if applicable), fire insurance, worker's compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

12. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

13. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement in order to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as is deemed necessary by the Corporation to best make use of the Corporation's funding sources available for this Program.

14. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of NYMS funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of NYMS funds.
 - (iv) Recapture any NYMS funds disbursed to the Recipient on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of NYMS funds disbursed to the Recipient by one fifth (1/5th) for each year of the Regulatory Period the Recipient was in compliance with this Agreement.

- (v) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of NYMS funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent NYMS funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent NYMS funds, the expenditure or use of NYMS funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover NYMS funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

15. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

16. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of NYMS funds received pursuant to this Agreement for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. The Recipient shall follow a formal procedure approved by the Corporation in soliciting and entering into contracts, leases and/or agreements which will be paid with NYMS funds under this Agreement.

17. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior

written consent shall be void. No such assignment or delegation shall be effective until the proposed assignee or delegatee (the "Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement or Assignee shall assume the obligations imposed on the Recipient by this Agreement, and ensure that the Assignee will comply with all of its obligations under this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

18. Property Release.

In order to permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by HTFC, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

19. Miscellaneous.

- (a) All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have given when it is received.
- (b) No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced with six (6) months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.
- (c) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (d) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (e) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.

20. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

Schedule A Awarded Budget & Projected Accomplishments

Schedule B Administrative Plan

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

New York State Housing Trust Fund Corporation

By: _____

Name: Matthew L. Nelson

Title: President

Village/Town of East Rochester

By: *Fred Ricci*

Name: Honorable ~~Jason Keon~~

FRED RICCI

Title: Mayor

SCHEDULE A
2011 AWARDED BUDGET & PROJECTED ACCOMPLISHMENTS

SHARS Number: 20113352

<u>Local Program Administrator</u>	<u>Municipality</u>	<u>Awarded Amount</u>
Village/Town of East Rochester	East Rochester (Village)	\$500,000

Award Budget:

<u>Funding Source</u>	<u>Amount</u>
NYMS	\$500,000
Other Sources	\$387,555
Projected Total Funding:	\$887,555

Activity Budget Detail:

<u>Activity(ies)</u>	<u>Amount</u>
Building Renovation	\$422,500
Streetscape	\$40,000
Admin.	\$37,500
Total:	\$500,000

Projected Accomplishments

Target Area:

The target area is located in downtown East Rochester along West Commercial Street between Garfield and Main Street, and Main Street between East Maple Avenue and East Elm Street.

Units:

37 Residential Units
29 Commercial Units

SCHEDULE B

NEW YORK MAIN STREET ADMINISTRATIVE PLAN

The term Local Program Administrator or LPA shall refer to the Village/Town of East Rochester, the recipient of the NYS Housing Trust Fund Corporation funds.

1. PROJECT DEVELOPMENT

1. a. Marketing the Program

The Local Program Administrator (LPA) shall conduct outreach in the awarded target area to make all property owners aware of the availability of financial assistance through the New York Main Street (NYMS) Program.

- The LPA will develop and distribute informational materials to market program availability and explain program requirements. These will be distributed to businesses and property owners in the target area and made available for distribution to local governments, libraries, chambers of commerce, business associations, and other local partners.
- Instructions on how to apply for assistance and required forms will be available at the offices of the LPA and other local partners.
- Public informational meetings will be held at one or more locations within the community to present information and answer questions.
- The LPA must retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

1. b. Project Selection

- The LPA must develop and formalize project selection criteria and a clear project selection process. This process must be used consistently throughout the term of the NYMS contract.
- The LPA must identify a Project Selection Committee to implement the project selection process and generate funding decisions.
- Project selection criteria must afford priority to:
 - Projects that are visually prominent on Main Street.
 - Projects that include renovation of upper story residential units.
 - Projects with historic value or historic properties in danger of being lost in part or in total to disrepair or damage.
 - Projects that with the assistance of grant funds, will reduce blight, contribute to the economic recovery of the target area, or realize a stabilization or expansion of a Main Street business.
- The LPA should develop local project selection criteria to supplement the priority project selection criteria identified by the NYMS Program.
- The LPA will advise applicants on the disposition of an application within 30 business days of the submission of a complete application.

- The LPA must retain clear documentation of each project selection committee decision in the program files. This must include a determination for each application reviewed, and each project selected. This documentation should include project selection memos, project selection committee meeting minutes or other related correspondence.
- It may be permitted for a not-for profit LPA to allocate funds for a property owned by a member of its board. The allocation must be consistent with the selection procedures described above, as well as in the written supplemental procedures. The allocation must also be consistent with the LPA's adopted bylaws or other policies. If the identified Project Selection committee selects a property owned by a board member, the material facts of the potential conflict of interest must be disclosed to the not-for profit board. The board must authorize this project selection and contract by a vote sufficient for such purpose, without counting the vote of the interested board member. The board member whose property may receive assistance may not vote on or participate in discussions concerning that matter. This vote must be clearly documented in the board's meeting minutes.
- Municipal LPAs must adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law.

2. PROJECT DEVELOPMENT

2. a. Work Write-up / Scope of Work

If the LPA determines an initial application to be eligible for assistance, and the identified Project Selection Committee chooses to commit grant funds for the project, the LPA will meet with the property owner to develop a scope of work and an initial estimate of costs. This meeting may occur at the building site or after a visit to the site. The LPA will discuss requirements related to lead-based paint hazards, energy efficiency, historic design standards, or any other work scope issues with the property owner.

A written scope of work is a NYMS program requirement. The scope of work must address:

- Immediate health and safety concerns;
- The correction of code violations;
- Lead-based paint hazards that may exist in buildings that contain residential units;
- Radon hazards in buildings that contain residential units;
- Installation of energy conservation measures;
- Consistency with any other local program design guidelines; and
- Preservation of historical elements of the building.

The LPA is responsible for coordinating work write-ups with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts must be consulted. Both the LPA and the property owner must sign-off on the formal scope of work before the owner is authorized to seek bids for the work. The LPA may assist owners in obtaining interim financing.

The property owner will be responsible for paying for all agreed upon repairs, and the LPA will not reimburse more than the costs identified as available per building for the funding year.

2. b. Contractor Selection

When possible, the LPA will establish a list of contractors who are able to perform work in compliance with applicable standards and to provide required insurance. This list should be developed through a formal Request for Qualifications (RFQ) process to ensure that contractors are provided an equal opportunity for consideration. The contractors must supply references and proof of proper insurance. The LPA should make this list available to participating property owners. If the property owner would like to use a contractor *not* on the list, references and proof of proper insurance must be supplied to the LPA.

Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Please visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

Property owners are required to obtain at least two bids for each separate construction project or professional service to establish the reasonableness of project costs.

Certain principles must be upheld in seeking bids or quotes. There must be a clear, written, scope of work for the project for which bids or quotes are sought, as outlined in Work Write-up / Scope of Work above. All bidders must have equal access to relevant information, including information on the property itself. The process should be free of collusion or intimidation, and the LPA should exercise appropriate oversight over the entire process to ensure that it is fair and efficient and avoid actual and perceived conflicts of interest.

Although the property owner may select the contractors to supply quotes, the quotes should be received by the LPA. The LPA will advise the property owner of acceptability of bids/proposed cost. If the property owner chooses other than the lowest bidder, re-imburement will be based on the amount of the lowest bid.

2. c. Contracting Procedures

The LPA will enter into a contract with the property owner to provide the agreed financial assistance, subject to the property owner entering into a contract based on the agreed scope of work and the work beginning within 30 days of LPA approval.

The contract between the LPA and the property owner will specify that payments will be made after all work is complete. In addition, it will provide that the LPA has the right to inspect work at any time and cancel the contract should the work being done be inconsistent with the standards mentioned in the preceding sections, or if problems with the workmanship arise, or if insurance is not maintained by the contractor.

The LPA will develop a contract to outline the roles and responsibilities for both the LPA and the participating property owner. At a minimum, the contract must specify:

- The agreed upon scope of work;
- The amount of financial assistance awarded;
- The project timeline;

- That payments will be made only after work is complete;
- The LPA has the right to inspect work at any time and to cancel the contract should the work be inconsistent with the standards outlined or if insurance is not maintained by the contractor;
- NYMS ongoing maintenance requirements;
- The requirement to sign and file the NYMS Property Maintenance Declaration form;
- The requirement to sign the NYMS Property Release form permitting the Housing Trust Fund Corporation to use photographs of the assisted properties.

The contract should also specify that the contract is subject to the property owner engaging a contractor and beginning construction within 30 days of LPA approval.

The property owner will be responsible for paying for all agreed upon repairs, but the LPA will not reimburse more than the costs identified as available per building for the funding year. Payment will only be made upon satisfactory completion of all work. Satisfactory completion will be determined by the LPA.

3. Construction Management/Quality Control

3. a. Design Standards

All work will be completed in accordance with design standards that are developed to meet the priorities listed in section 2a Work Write-up / Scope of Work. These standards will be consistent with the requirements of the State Historic Preservation Office, the Housing Trust Fund Corporation (HTFC), and the LPA. The LPA will enforce the standards throughout the development process.

3. b. Inspections

The LPA retains the right to inspect work in progress at any point. Before a final payment can be made, a final inspection will be required. The LPA, the local code enforcement officer, and the property owner will all verify that the work was completed properly and is consistent with the contracted scope of work. The LPA must clearly document each site visit and inspection in the project files. Inspection reports will be reviewed during the NYMS Program monitoring visit.

4. Financial Management

4. a. Staff

The LPA's chief financial officer will be responsible for all financial transactions under this contract. The LPA should have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of NYMS funds. The Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the LPA's written policy on internal controls.

4. b. Interim / Construction Financing

NYMS is a reimbursement program. The property owner will be responsible for paying for all agreed upon repairs, but the LPA will not reimburse more than the costs identified as available per building for the funding year. Payment will only be made upon satisfactory completion of all work. Local property owners will be responsible for obtaining construction or interim financing for their

project. The LPA may assist owners in obtaining financing where requested, but property owners are free to make their own arrangements.

5. ONGOING MAINTENANCE

5. a. Obligations

Property owners will be required to maintain property assisted with NYMS funds for a period of five years from the date of the final disbursement for the building. This requires that any assisted residential units, when they become available, be marketed and affordable to low income households for the enforcement period, and that any commercial or civic units be maintained in a manner that is consistent with the goals of the NYMS program for the enforcement period.

The LPA will require each property owner receiving NYMS funds to file a Property Maintenance Declaration, in a form approved by HTFC, with the clerk of the county in which the project is located. In the Declaration the property owner will declare that he/she has received assistance from NYMS and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year enforcement period.

5. b. Responsible Parties

The LPA will monitor projects assisted under NYMS during the five-year enforcement period. The LPA will ensure maintenance of Main Street investments. The LPA must develop a formal plan for monitoring the assisted properties and ensuring compliance for the full maintenance term. The plan must address staff assignment of this responsibility and address continuity of operations. As part of this plan, the LPA will periodically inspect assisted properties and conduct any inspections directed by HTFC.