



# **Waterbury Department of Public Health**

## **Waterbury Lead and Healthy Homes Program**

### **Policies & Procedures**



**Policy Title:** Lead Hazard Control Grant CTLHB XXXX

**Effective Date:** August 13, 2012

**Supersedes:** June 10, 2013

**Updated Date:** June 18, 2015



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## SECTION I – GENERAL INFORMATION

### 1.1 Purpose:

The purpose of the Waterbury Lead and Healthy Homes Program, located at Department of Public Health, City of Waterbury, One Jefferson Square, Waterbury CT 06706, is to identify and control lead-based paint hazards in the aging housing stock located in Waterbury, Connecticut. Healthy Homes works in conjunction with the Childhood Lead Poison Prevention Program which protects Waterbury's children from the dangers of lead poisoning. The Waterbury Department of Public Health is responsible for the management and oversight of the Lead Hazard Control Grant, Healthy Homes.

The City of Waterbury will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The City is also committed to providing proper access to services, facilities and employment opportunities. For accessibility or alternative formats, please contact Human Resources or the City department involved in the services.

The City of Waterbury maintains full compliance with Section 504 of the Rehabilitation Act.

The Waterbury Lead and Healthy Homes Program hereby adopts the following policies and procedures for the administration of the Lead-Based Paint Hazard Control Grant funded by the U.S. Department of Housing and Urban Development (HUD).

The goals and objectives of the Waterbury Lead and Healthy Homes program are:

- To create affordable lead-safe housing in a manner that maximizes the number of young children protected.
- To incorporate Healthy Housing protocols and initiatives into eligible properties.
- To proactively prevent childhood lead poisoning through conducting education and training outreach on Lead-Based Paint safety, State and Federal Lead-Based Paint laws, Healthy Housing and related topics.
- To work with the Childhood Lead Poisoning Prevention Program, Environmental Health Division, Department of Public Health to complete lead hazard control work in units where children have been poisoned.
- To create perpetually affordable lead-safe units through collaboration with a network of non-profit housing developers.
- To integrate lead hazard reduction into housing rehabilitation programs funded under the Community Development Block Grant and HOME programs.
- To support proactive landlords, homeowners with young children and in-home child care providers wishing to make their properties lead-safe.
- To support the development of a sustainable infrastructure and delivery system for Lead and Healthy Housing education, testing/inspection, and hazard reduction.
- To create training and job opportunities for low-income families.



All Lead Hazard Control activities will be conducted in conformance with the protocols outlined in the HUD document entitled: Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 edition), and as it may be amended or revised in the future; Connecticut General Statutes Lead Poisoning Prevention and Control Regulations 19a-111-1 through 19a-111-11 and Lead Abatement Consultants, Contractors and Workers Sec. 20-474 to 20-482; EAP 40 CFR part 745, and HUD 24 CFR part 35.

Lead-Safe Work Practices will be used and the following practices are prohibited; open flame burning or torching; machine sand or grinding without high-efficiency particular air (HEPA) exhaust control; uncontained hydro blasting or high-pressure washing; abrasive blasting or sandblasting without HEPA exhaust control; heat guns above 1,100 degree of Fahrenheit or that char paint; chemical strippers that contain Methylene Chloride or other volatile hazardous chemicals in a poorly ventilated space; dry scraping or dry sanding, except in conjunction with heat guns or around electrical outlets.

### **1.2 Grant Terms**

Healthy Homes provides eligible property owners with up to \$8,000 per unit in the form of a three-year forgivable loan. The loan is forgiven at a rate of one-third of the principal amount per year. The property owner agrees to contribute any funding over \$8,000 per unit and to assume responsibility for the proper and legal disposal of up-to 10 cubic yards of waste produced during the project.

If the property is sold, ownership transferred, or the property owner(s) otherwise fail to abide by the conditions stipulated in the Period of Affordability agreement before the expiration of the three-year term, the balance of the grant must be repaid to Healthy Homes. This is enforced through the City of Waterbury Corporation Council by placing a Declaration of Restriction.

The City of Waterbury, may, in its sole discretion, waive all or any part of the demand for repayment of said grant upon proof of hardship, such as death of an owner, dissolution of a marriage between owners, transfer of employment to a different geographical area, and illness or accident to an owner.

### **1.3 Statement of Non-Discrimination**

The City of Waterbury will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identify, marital status, veteran status, disability, HIV status, or genetic information.

The City is also committed to provide proper access to services, facilities and employment opportunities. The City of Waterbury maintains full compliance with Section 504 of the Rehabilitation Act.

Property owner(s) applying for assistance under this program must be in compliance with Fair Housing Laws and Title VII of the U.S. 1968 Civil Rights Act. These prohibit discrimination against individuals based on their race, color, creed, sex, religion, handicapped condition, or national origin, with respect to leasing and occupancy of the property belonging to the owner(s).



## 1.4 HIPAA Policy

All City employees who handle medical records and related information are trained in HIPAA compliance and follow all related requirements. The City has a designated Privacy Office, who also serves as the Director of Human Resources (HR).

The following procedures are in place and followed in order to protect medical records, both paper and electronic formats, and related information according to HIPAA:

- There is a designated Privacy Officer.
- Medical records and related information in separate locked file cabinets.
- All electronic records are stored in a system which required ID and Password to assess these information. Password is required to be changed every 3 months.
- All health information pertaining to WLHH customers are prohibited to be transmitted via e-mail.
- Department Managers are aware not to accept doctor's notes or medical certification forms from employees, but rather to submit them to HR. Therefore, the medical certifications for FMLA/Short Term Disability/Disability Retirement/verification of legitimate use of sick time are all sent to HR. The departments do not get to know the protected health information, but rather that a medical condition has been certified.
- Conversations regarding employee medical conditions are kept strictly confidential and involve only those HIPAA trained and on a need-to-know basis to determine the appropriate approvals and/or procedures.
- Employees sign a request for access to medical information form (PHI) when necessary.
- COBRA regulations are followed including issuing certificates of credible coverage.
- Data security and privacy procedures are followed.
- All health related information will be stored for 10 years before it is destroyed.

## 1.5 Applicant Grievance Procedures

### INTRODUCTION

The grievance procedure defined here is applicable to applicants who disagree with an action, decision, or inaction of the Waterbury Lead and Healthy Homes (WLHH). The grievance procedure describes the policies to be used when applicants disagree with and WLHH decision. It is the policy of WLHH to ensure that all applicants have the benefit of all protections due to them under the law.

### GRIEVANCE PROCEDURES

#### **Definitions**

*Grievance* – Any dispute which an applicant may have with respect to WLHH's decision with regards to an applicant's eligibility and qualification of receiving the federal grant assistance to perform lead-based paint hazard control in privately owned housing. The federal grant is provided through the U.S. Department of Housing and Urban Development (HUD), the Office of Healthy Homes and Lead Hazard Control.





*Complainant* - Any applicant whose grievance is presented to WLHH.

*Hearing Officer* – A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

*Applicant* – A person who owns a residential property in the City of Waterbury.

### **Applicability**

This Grievance Procedure applies to all individual grievances who disagree with WLHH's decision with regards to an applicant's eligibility and qualification of receiving the assistance of the federal HUD Lead Hazard Control Grant.

### **Pre-Hearing Procedures**

#### ***Informal Conference Procedures***

Any grievance shall be presented in writing to the WLHH office who issued the notice of denial on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within 30 days after the complainant received the notice of denial via certified mail and shall specify:

- The particular grounds upon which it is based,
- The action requested; and
- The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to resolve the grievance without the necessity of a formal hearing.

Within five working days, a summary of this discussion will be given to the complainant by an WLHH representative. One copy will be filed in the applicant's file.

The summary will include: name of the participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

#### ***Dissatisfaction with Informal Conference***

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 10 working days of the date of the summary of the informal meeting.

The request for a hearing must be presented to the WLHH Office.

The request must specify the reason for the grievance request and the relief sought.

#### ***Failure to Request a Formal Hearing***



If the complainant does not request a formal hearing within 10 working days, s/he waives his/her right to a hearing, and the WLHH's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the WLHH's disposition in an appropriate judicial proceeding.

### ***Right to a Hearing***

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 10 days in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the complainant waives their right to a hearing.

The WLHH will provide reasonable accommodation for persons with disabilities to participate in the hearing. The WLHH must be notified within 10 days of the scheduled time if special accommodations are required.

### **Selection of Hearing Officer**

A grievance hearing shall be conducted by an impartial person or persons appointed by the WLHH other than the person who made or approved the WLHH action under review, or a subordinate of such person.

### **Procedure to Obtain a Hearing**

#### ***Informal Prerequisite***

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

#### ***Scheduling***

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing officer promptly within 10 working days at a time and place reasonably convenient to the complainant and the WLHH.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate WLHH official.

#### ***Hearing Procedures***

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basis safeguards of due process to include:

The opportunity to examine and to copy before the hearing all documents, records, and regulations of the WLHH that are relevant to the hearing with at least a 24 hour notice to the



legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the WLHH at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or WLHH fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

The hearing shall be conducted by the hearing officer as follows:

Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

The hearing officer shall require the WLHH, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief of sought, as appropriate.

### ***Decisions of the Hearing Officer/Panel***

The hearing officer shall give the WLHH and the complainant a written decision, including the reasons for the decision, within 10 working days following the hearing. The WLHH will place one copy in the applicant's files. The written decision will be mailed to the address provided at the hearing via certified mail.

## **1.6 Roles and Responsibilities:**

### **Director of Public Health**

The Director of Public Health will provide administrative oversight and management support to the Project Director.

### **Project Director**

Reporting to the Director of Public Health, the Legal Consultant and the Mayor, the Project Director will:

- Develop community and business partnerships, program policies and procedures, and marketing campaigns.
- Develop and review contractor prequalification policies and systems.



- Be responsible for setting the program budget and expenditures.
- Oversee contract negotiations and contract execution,
- Supervise all training and education programs and be responsible for the hiring and management of staff.
- Establish data management, program evaluation and reporting.

### **Program Manager**

Reporting to the Director of Public Health, the Mayor, and the Project Director, the Program Manager will:

- Provide direction and technical assistance to the grant.
- Report the program progress to the Director of Public Health, the Mayor of the City of Waterbury, and the Project Director.
- Facilitate the resolution of issues impacting the efficient delivery of grant services.
- Provide oversight to the program administration, operations, reporting, and fiscal monitoring.

### **Legal Consultant**

Reporting to Corporation Counsel and the Mayor of the City of Waterbury, the Legal Consultant will:

- Provide direction, legal assistance and oversight to the overall program administration.
- Be responsible for monitoring compliance with all terms and conditions of the Assistance Award.
- Provide regular reviews and work closely with the Director of Public Health on issues relating to Program compliance.

### **Lead Inspector/Risk Assessor**

Reporting to the Program Manager, the Lead Inspector/Risk Assessor will be expected to expedite and facilitate construction projects to remove lead hazards. The Lead Inspector/Risk Assessor reviews all risk assessments prior to work beginning and conducts lead clearance testing after project completion.

Duties and Responsibilities include:

- Collecting dust and soil samples for lead analysis.
- Using equipment and testing procedures to analyze painted surfaces.
- Performing lead hazard risk assessments and assessment for 29 potential housing related health and safety hazards via Healthy Homes Rating Tool.
- Tracking projects, monitoring and improving performance quality.
- Assembling contract documents.
- Organizing lead-safe trainings and employment training sessions.
- Offering technical assistance to building owners, residents, construction contractors and subcontractors on-site and during meetings.
- Participating in document distribution, bid comparison, property walk-through, clearance testing, and project closeouts.
- Coordinating construction in single and multi-family dwellings.
- Reviewing Management Plans with property owner(s) after completion of program.
- Monitoring compliance of Management Plan for three years after project completion.



### **Referral Network Specialist**

Reporting to the Program Manager and Project Director, the Referral Network Specialist's primary duties and responsibilities include:

- Coordinate referral network and Healthy Homes Partnership among the Waterbury Healthy Homes Coalition.
- Conduct program outreach.
- Conduct community education.
- Capacity building with regional and statewide partners who involved in lead and healthy homes initiatives.

### **Administrative Assistant**

Reporting to the Program Manager and Project Director, the Administrative Assistant's primary responsibilities will include clerical work related to the program within the Waterbury Department of Public Health. The Administrative Assistant is responsible for tracking project elements and documenting requirements, starting with application in-take and going through close-out of the project.

Duties and responsibilities include:

- Conducting calculations on reports; prepare purchase requisitions, invoices, vouchers, reports, bill payments.
- Performing intake and processing of applications.
- Tracking deadlines related to grant deliverables and provide follow-up with various City agencies to ensure timely responses.
- Preparing contacts between the property owner(s), City of Waterbury, and contractor.

### **Administrative Clerk**

Reporting to the Program Manager and Project Director, the Administrative Clerk's primary responsibilities will include clerical work related to the program within the Waterbury Department of Public Health. The Administrative Clerk is responsible for tracking project elements and documenting requirements, starting with application in-take and going through close-out of the project.

Duties and responsibilities include:

- Performing computer-based word processing, database, spreadsheet, and file management.
- Conducting calculations on reports; prepare purchase requisitions, invoices, vouchers, reports, bill payments.
- Maintaining registry of applications for funding and construction contractors who are pre-qualified to bid on Healthy Homes jobs.
- Screening telephone calls and respond to questions, offer technical assistance, and referrals.
- Performing all clerical related activities with applications, contractors, and prepare correspondence for Quarterly narrative and expenditure reports.



## SECTION II - POLICIES

### 2.1 Unit Eligibility and Selection

#### Eligibility

All homes and apartments selected for participation in the program will meet the following eligibility requirements:

- Units receiving HUD grant funds for Lead-Based Paint hazard reduction work will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability (NOFA) for HUD's Fiscal Year (FY) 2015 Lead-Based Paint Hazard Control Grant Program and other Administrative Guidance issued by HUD.
- Units receiving Community Development Block Grant Program funds or HOME Program for Lead-Based Paint hazard reduction will meet the eligibility requirements of the funding organization(s).

#### Unit Selection

Selection of eligible units for assistance will be based on the following descending order of priorities:

- a. Units with Lead-Based Paint hazards occupied by *severely* lead poison children as identified by the Connecticut Department of Public Health with Blood Lead Level (BLL)  $\geq 15\mu\text{g/dL}$ .
- b. Units with Lead-Based Paint hazards occupied by *moderately* lead poisoned children as identified by the Connecticut Department of Public Health with BLL 10-14 $\mu\text{g/dL}$ .
- c. Units with Lead-Based Paint hazards occupied by children as identified by the Connecticut Department of Public Health with BLL  $\geq 5\mu\text{g/dL}$ .
- d. Units with Lead-Based Paint hazards occupied by households with a child under age of six or units where in-home day care centers provide services to children under age of six.
- e. Occupied by households with a child under age six with Asthma or with a child under age six with a school aged family member diagnosed with Asthma.
- f. Rental units with two or more bedrooms.
- g. Rental units with one bedroom.
- h. All other target units.

WLHH staff will be responsible for the determination of eligibility and selection of units. Beyond the priorities listed above, other factors may affect whether or not a particular project will be funded, including but not limit to: number of children protected, structural condition of the property, level of intervention required, cost (loan to value ratio), property owner contribution, and likelihood of occupancy by families. Applicants who are dissatisfied with eligibility determinations, priority selection or other decisions made by WLHH staff may have the determination or decision reviewed by the Project Director.

### 2.2 Ineligible Units

The City of Waterbury has the sole authority to determine whether a property is eligible to receive grant assistance based on HUD OHHLHC guidelines, funding priorities and Program Policies and Procedures. Property owners will be considered ineligible to apply for grant assistance, and their applications will NOT be considered if they fall within any of the following categories:



1. If a property owner is delinquent in any contractual or monetary obligation owed to the City of Waterbury, including but not limited to property, sewer, water or motor vehicle taxes, and parking violations. No exceptions will be made. Current tax status and liens will be verified at the time when the application is submitted.
2. If a property owner was previously awarded grant assistance under the past HUD grant and did not fulfill the contractual requirements of the program.
3. If the property exceed the income eligibility limits as determined by the number of units and occupant income levels.
4. Zero-bedroom units\*, units for the elderly or units receiving project-based federal assistance.

For other conditions not listed above, the City of Waterbury has the sole authority to review and determine whether a property owner is eligible to receive grant assistance under the applicable guidelines.

Ineligible Units: Multi-Family Housing Units Setting (HUD Policy Guidance Number 2002-01, April 16, 2002)

Pursuant to the Title X of the Housing and Community Development Act of 1992, the following housing units are not eligible to apply for Lead Hazard Control funding: **zero-bedroom units; units for the elderly; and units receiving project-based federal assistance.**

Zero-Bedroom Dwelling is defined as the following. Pursuant to 24 CFR 35.86 [Title 24 Housing and Urban Development; Subtitle A Office of the Secretary, Department of Housing and Urban Development; Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures; Subpart A Disclosure of Known Lead-Based Paint Hazards upon Sale or Lease of Residential Property], the term Zero-Bedroom Dwelling means “any residential dwelling in which the living area is not separated from the sleeping area. The term includes efficiencies, studio apartments, dormitory housing, military barracks, and rentals of individual rooms in residential dwellings.”

### 2.3 Income Verification and Qualifications

WLHH staff will request income documentation from tenants and property owners to confirm income eligibility. Acceptable forms of income documentation include the following:

- IRS Income Tax Return Form 1040 (previous year accepted until June 30<sup>th</sup>)
- If a household is self-employed, previous year tax return and a self-employment affidavit (additional previous tax returns may be sought).
- Copies of wages from current payroll stubs or signed employer certifications.
- Certifications of income from non-payroll sources such as unemployment and disability compensation, worker’s compensation and severance pay, Aid to Families of Dependent Children (AFDC), Supplemental Security Income (SSI), or Refugee Resettlement Benefits.
- Copies of Social Security earnings statements, other retirement or annuity income statements.
- Confirmation from appropriate housing authority of Section 8 voucher holders, if applicable.

WLHH staff, where feasible, will obtain “third-party” verification during the enrollment process. Third-party verification is documentation of income that is developed by a party, independent of the



application homeowner/lessor/tenant. Self-certification should be used only if a significant fraction of households do not document income by means allowing third-party verification. In such a situation, the HUD Government Technical Representative should be consulted for further direction.

Resident children under the age of six in participating units shall be screened for blood lead levels within the six-month period directly preceding the lead hazard control intervention. WLHH will work with the CLPPP program to obtain blood lead level information for age eligible children enrolled in the program of WLHH six months after unit clearance. No individually identifiable health information obtained or in the possession of CLPPP shall be disclosed to WLHH or any other person or entity without the authorization of the child’s parent or guardian. All participant health information maintained by WLHH will be in statistical form and will not contain any individually identifiable information.

The Healthy Homes program will adhere to Title X requirements to determine income eligibility. All Medicaid and Section 8 recipients automatically meet income eligibility requirements. The Healthy Homes program will adhere to the following income requirements:

Owner-Occupied, Single Family Units:

All owner-occupied units assisted with grant funds shall be the principal residence of families with an income at or below 80% of the area median income level.

Tenant-Occupied, Single-Family Units:

Tenants must be at or below 80% of the area median income level.

At least 50% of all rental units shall be occupied or made available to families with incomes up to 50% of the area median income level and the remaining units must be occupied or made available to families with incomes up to 80% of the area median income level.

Multi-family Units

In buildings with five or more units, no more than 20% of the families may exceed 80% of the area median income level.

The following are the HUD income guidelines for FY 2015. Income guidelines are obtained from HUD and are updated annually.

HUD FY 2015 Income Guidelines* For Waterbury Connecticut Median Income: \$68,100	
Number of People in Household	Gross Household Income
1	\$45,450
2	\$51,950
3	\$58,450
4	\$64,900
5	\$70,100
6	\$75,300
7	\$80,500
8	\$85,700

\*Table must be updated annually





FY 2015 Income Limits Summary								
FY 2015 Income Limits Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50%) Income Limits	\$28,400	\$34,450	\$36,500	\$40,550	\$43,800	\$47,050	\$50,300	\$53,550
Extremely Low (30%) Income Limits	\$17,050	\$19,500	\$21,950	\$24,350	\$28,410	\$32,570	\$36,730	\$40,890
Low (80%) Income Limits	\$45,450	\$51,950	\$58,450	\$64,900	\$70,100	\$75,300	\$80,500	\$85,700

NOTE: Income percentage requirements do not apply to each property individually but to the Healthy Homes portfolio as a whole. Some rental buildings may have fewer than 50% very low-income families if enough others have more than 50% very low-income families. The exception is for buildings with five or more units, where no more than 20% of families in each building may exceed 80% of the area median income.

**2.4 Assistance to be Provided**

1. The owner of all eligible units selected for participation in the WLHH will receive the following services at no cost to the property owner:

- Risk assessment and lead inspection including XRF, dust wipe, soil and water sampling, and laboratory analysis to determine the presence of lead-based paint and evaluate the potential lead hazards.
- Technical assistance from WLHH staff with lead hazard assessment, intervention strategies, specification development, bidding and contractor selection, and construction management.
- Resident education and relocation assistance for tenants.
- Clearance testing at the completion of lead hazard control activities to insure units can be safely re-occupied.
- Technical assistance with Healthy Housing assessments, specification development, bidding and contractor selection, and construction management.

2. Funding in support of lead hazard reduction activities will be made available as follows:

***Non-Profit Owned Property undergoing Moderate or Substantial Rehabilitation***

Where lead hazard control activities will be completed as part of moderate or substantial rehabilitation of a property, non-profit owners can receive interest free loans up to \$8,000 reimbursement of eligible cost. Actual amounts awarded will be determined on a project-by-project basis, taking into account the total cost for appropriate hazard reduction activities, the availability of other funding resources and the Program’s matching commitment obligations. Non-profit owners must assure long-term affordability of the housing units receiving assistance.

Vacant housing being rehabilitated by non-profit organizations typically receives the most comprehensive treatment because renovations are substantial and more lead-painted components are removed and covered. These units will remain perpetually affordable to low and moderate income households and are likely to serve families with young children. Although treatments are substantial, lead costs are lower because of overlap with rehab activities.



### ***Rental Property (Investment and Non-Profit Owned)***

Owners of eligible rental properties may receive lead program funding per eligible unit as follows:

- Grant of up to \$8,000; and
- Deferred loan (interest free and payable when property is sold).
- 100% forgiveness of grant monies can be attained in a lump sum three (3) years from the clearance date if there is property transaction with the three years time period, and the property owner has maintained the property in accordance with the program requirements.

### ***Homeowners***

Eligible homeowners with children under age six may receive lead program funding as follows:

- Grant up to \$8,000; and
- Deferred loan (interest free and payable when home is sold).
- 100% forgiveness of grant monies can be attained in a lump sum three (3) years from the clearance date if:
  - ✓ The property owner continues to own the property and it remains their primary residence , and;
  - ✓ The property owner keeps the property in “good condition” using Lead-Safe Work Practices as defined in the Federal and State Regulations.

Recaptured lead grant and loan funds will be put into a separate income account and fund will be used for grant eligible lead-based paint related activities.

### ***Lead-Safe Housing Registry***

The City of Waterbury has implemented an open data web platform that presents City data in a user-friendly way to help increase transparency and accountability in the City government. Properties that have undergone Lead Hazard Reduction activities by WLHH is posted on this website and updated manually on monthly basis.

## **2.5 Intervention Strategies – Lead Risk Assessment**

Lead-based paint evaluations and intervention strategies, techniques and treatments for individual units will be consistent with the guidance provided in the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 edition), as it may be amended or revised in the future. Abatement work will be carried out via a competitive bidding process among the list of certified that City Purchasing Department maintains. HUD requires that the WLHH address all identified Lead-Based Paint hazards in properties receiving assistance. This is achieved through a combination of interim controls and abatement of lead hazards that typically includes window replacement, stripping of other friction surfaces such as doors and jambs, mouth-able/chewable surfaces such as window sills and stabilization of all other deteriorated surfaces (interior and exterior). A specialized cleaning and clearance testing are conducted before residents are allowed to reoccupy the residence. Lead Hazard Control activities will be performed within 10 days or less. Property owners perform some sweat equity work for their projects, or pay out of pocket to have it done. Typically owner work plans consist of repainting treated interior surfaces and providing interim soil controls.

## **2.6 Intervention Strategies - Healthy Homes Assessment**

Healthy Housing Assessment will be performed by qualified individual (internal staff). The Healthy Homes Rating System (HHRS) will be utilized to assess and rank the healthy housing



issue(s) present at a unit and/or property. WLHH will adopt the electronic version of HHRS and the assessment will be recorded via I-Pads. This information, along with potential costs, extent of problem, capacity and availability of contractors, etc. will be used to help design a work plan to address the housing related health hazard(s). Small intervention such as fan installation, caulking and weather stripping, railing installations, etc. will be bid with and performed by the abatement contractors. Larger scale and specialized contracting such as substrate leaks, mold remediation, asbestos repair, etc. will need to be bid out separately to qualified contractors. Depending on what type of issue is present and type of intervention required, HOME and CDBG funds may be sought to be used in combination with lead and healthy homes funds. All aspects of contractor procurement, oversight, etc. associated with those programs will need to be adhered to. Healthy Homes Interventions will be in form of a grant to the property owners, capped at \$5,000 per unit and subject to the same forgiveness and/or repayment criteria as the lead grants listed above.

Recaptured healthy homes grant loan funds will be put into a account and to be used for grant eligible healthy homes related activities.

### **2.7 Outreach Activities**

Outreach activities and health education will include but are not limited to the following community organizations and entities: Health care and child care providers, schools, parent groups, faith-based organizations and places of worship, landlords, landlord groups, tenants, tenant groups, housing corporations, door-to-door in targeted neighborhoods, real estate professionals, investment groups, and non-profit entities. Activities will include educational materials, in-services, presentations, and trainings.

Public Service Announcements will be aired via the television, radio, and newspaper print. Brochures and posters will be created by Healthy Homes and distributed throughout the City. Within the framework of the Waterbury Department of Public Health, the staff will lend support to all divisions for the purpose of providing lead hazard information. Upon request, the Healthy Homes staff will be available for presentations. PowerPoint presentations and information will be tailored to the target audience. The Healthy Homes program will provide continuously updated information on the Waterbury Department of Public Health's website.

The Waterbury Lead and Healthy Homes program will also have the opportunity to use the Department's Mobile Health Van for outreach and blood lead screenings. A representative of the Healthy Homes program will be available for lead screenings during kindergarten/Head Start registrations and community events within the City.

### **2.8 Community Development Organizations**

Waterbury Lead and Healthy Homes has established working relationships with the local community development agency, Waterbury Development Corporation (WDC). The Healthy Homes program and WDC will work collaboratively by providing each other with referrals and supporting projects in need of additional funding.

### **2.9 City Procurement Regulations and Policies**

Waterbury Lead and Healthy Homes follows the City of Waterbury's Procurement and Ethics Ordinances (See Attachment A).



## **2.10 Bid Recessions**

A contractor may rescind their bid only with approval from the City of Waterbury's Director of Purchasing as stated in the City of Waterbury's Procurement Regulations and Policies (See Attachment A).

## **2.11 Lowest Responsible Bidder**

Waterbury Lead and Healthy Homes will award projects to the lowest responsible bidder as defined in the City of Waterbury's Procurement Regulations and Policies (See Attachment A).

## **2.12 Travel Policies**

### **Purpose:**

Establish a formal standard for all Departments to follow with regard to the listed employee expense reimbursements that may be requested in the course of conducting City business.

- A. Meal allowance
- B. Licenses
- C. Education Expenses
- D. Uniforms
- E. Mileage
- F. Travel and conferences

The City will not reimburse any expense not properly authorized and documented. Departments and obligated to budget monies for each category or expense required to be paid in behalf of the employee as per a collective bargaining agreement provision. In the event the departmental budget category does not have sufficient monies for reimbursement, a budget transfer request must be initiated by the appropriate Department official.

### 1) Meal Allowance:

Meal allowance will be paid in accordance with provisions included in the respective employee labor bargaining agreement. The attached form (A) must be completed by the employee, approved by the Department Head and forwarded to Finance for payment.

### 2) Licenses:

Technical and professional Licenses or Certifications required as a condition of the position will be paid in accordance with provisions in the employee respective labor bargaining agreement. The attached form (A) must be completed by the employee, approved by the Department Head and forwarded to Finance for payment.

### 3) Education Expenses:

Education expenses will be paid in accordance with provisions in the employee respective labor bargaining agreement. The attached form (A) must be completed by the employee, approved by the Department Head and forwarded to Finance for payment.



4) Uniforms:

Uniform expenses (except uniform allowance) will be paid in accordance with the employee respective labor bargaining agreement. Advance uniform allowance payments will be reflected in the employee weekly earnings and is subject to usual and customary federal and state taxation. All other uniform or clothing reimbursements will be payable by completing the attached form (A) by the employee, approved by the Department Head and forwarded to Finance for payment.

5) Mileage:

Officers and employees of the City shall be reimbursed at the effective federal mileage rate per mile for intra-city use of a personal automobile on City business, provided, however, there shall be no reimbursement for travel to and from the officer's or employees' home to his/her worksite and further provided there shall be no reimbursement for use of a personal automobile if a city vehicle is available for such use. Refer to the respective employee collective bargaining agreement for mandatory insurance prerequisites required by the City. Use of a personal automobile for City business must be authorized in advance by the department head or no reimbursement will be allowed. The attached form (A) must be completed by the employee, approved by the Department Head and forwarded to Finance for payment.

6) Conference and Travel:

Each employee must complete a travel authorization form (B), approved by the Department Head and Budget Director or Education Business Manager. Form A will continue to be used as the basis for processing reimbursable expenses. A copy of the conference announcement outlining the specific dates and subject must be attached to Form A along with a copy of the fully executed Form B. The City does not advance monies to the employee for anticipated expenses while attending a conference. Employees are allowed a ninety day period after conclusion of the conference to submit Form A. Whenever, possible, employees are encouraged to make arrangements for conference registration fees, travel and accommodations costs with a City purchase order, thereby minimizing employee use of personal monies. Conference attendance by more than three employees or other City officials must be approved in advance by the Mayor or designee.

Reimbursement for travel expenses while upon official business of the City shall be computed in the following manner and shall not exceed the following amounts:

1. Transportation: Actual cost of transportation not to exceed the lesser of the effective federal rate per mile or the actual cost of public transportation (rail, bus, or air) coach class.
2. Meals: Actual costs of meals, supported by receipts, up to a maximum of fifty dollars (\$50.00) per day, provided, however, the registration at a conference does not include meals(s). The cost of alcoholic beverage consumed in the course of a meal is not reimbursable and must be deducted from the meal receipt total if included.
3. Hotel: Actual cost of a single room not to exceed the room rate of the hotel that serves as a convention center, if applicable. Payment of hotel costs will be limited to the number of days the officer or employee is on official City business, provided, however, if the location is more that one hundred (100) miles from the City, payment will be allowed for the night



prior to a conference or meeting scheduled to commence before noon and the night of a session ending after noon. Payment may be authorized at the discretion of the department head for additional weekend nights if a reduced air fare requiring a Saturday night stay-over results in an overall cost saving to the City.

4. Registration fees: Actual costs of registration fees, supported by proof of payment.
5. Miscellaneous: Actual costs of miscellaneous expenses, ground transportation, tolls, parking, etc.
6. Car rentals: An actual cost supported by receipt, provided prior approval and authorization has been obtained.



**City of Waterbury**  
**Travel Authorization Request and**  
**Reimbursement Form**

Department:					
Account No. To Be Charge:					
Itinerary		Dates		Miscellaneous Information (Actual time of departure from home and return home).	
Home/Work Station	To	From	To		
Object and Necessity of Travel (Attach substantiating Documents or Conference Itinerary Required).					
Type of Transportation: Air <input type="checkbox"/> First Class Rail <input type="checkbox"/> City Owned Car <input type="checkbox"/> Personally Owned Car <input type="checkbox"/> Other (Specify) <input type="checkbox"/>					
Airfare	\$	Gratuities 15%	\$	Registration	\$
Lodging	\$	Personal Mileage	\$	Rail	\$
Conference Hotel	\$			Other	\$
Meals	\$	With Riders:		Total Cost	\$
Tax Meals, Conf., Hotel	\$	Taxi(s)	\$		
Amount Requested: \$					
Signature (Employee who will claim reimbursement)		Date:		Department of Budget Approved: (Authorized signature/Date)	
Approved By (Supervisor, Director, etc.)		Date:			
Authorized By (Dept. Head or Authorized Agent)		Date:			



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## SECTION III – LEAD HAZARD CONTROL FUNDING PROCESS

### 3.1 Pre-Application

Property Owner(s) receiving Lead Abatement Orders and property owners expressing interest in the program will receive a pre-application (See Appendix B) for the Healthy Homes program. The Pre-Application is used for an initial assessment of eligibility. Status notification letters will be sent to property owners with a low priority score (See Appendix C).

### 3.2 Application

Applications (See Appendix D) can be obtained directly from the Healthy Homes program. Applications submitted without proper documentation will not be accepted. If the property is owned by a business entity, an authorizing Resolution must be submitted (See Appendix E) along with the completed application and other required documents.

Applications must be submitted to the Healthy Homes office with a copy of the most recent mortgage statement and proof of Homeowner's Insurance. One (1) copy of the most recent IRS 1040 tax return and weekly pay stubs from the past two (2) months for each wage earner in the household. If applicable, the most recent Social Security and/or pension statements can be provided by those who are not required to file federal taxes. If a property owner is self-employed, a Financial Statement certified by a Certified Public Accountant for each of the two (2) years prior to the date of application must be submitted with the application.

Tenants must submit a complete Resident Information Packet (provided with the application) and documentation of income qualification (most recent tax return, weekly pay stubs from the past (2) months, Section 8 award letter, social security benefits letter, veteran's award letter, or unemployment compensation benefits statement). A notarized Income Affidavit (See Appendix F) will be accepted in place of the aforementioned income documents, if those documents cannot be furnished.

Properties that meet all eligibility requirements will receive an Approval Letter (See Appendix G). Properties who do not qualify for Healthy Homes will receive a Denial Letter (See Appendix H)

### 3.3 Property File

All documents pertaining to a property (i.e. applications and its supportive documents, contractors, inspection reports, etc.) will be maintained in a file designated for the specific property. The Administrative Assistant will follow the file assembly checklist (See Appendix I) when assembling the property file.

### 3.4 Tier-2 Environmental Review

For each eligible and enrolled project, Waterbury Lead and Healthy Homes completes and file the following documents:

- (1) Evidence of compliance with 36 CFR Part 800 Historical Preservation (consultation with the SHPO or compliance with current Programmatic Agreement with SHPO and/or Advisory Council on Historic Preservation.) For each property enrolled under the program, Waterbury Lead and Healthy Homes submits a written request (Appendix WW) to the State Historic Preservation Office for the determination of the property's historical value. Documents submitted to SHPO along with the written request includes: a copy of assessor's





card, pictures of the property, and a copy of the Lead Hazard Reduction report (which detailed abatement methods on all surfaces tested positive for lead). Once a property is determined historic, SHPO will provide approved abatement methods according to the provisions under the Section 106 of the National Historic Preservation Act of 1966 and the Connecticut Environmental Policy Act.

- (2) Evidence of compliance with 24 CFR 51(c) Explosive & Flammable Operations.
- (3) Evidence of compliance with CFR 51(d) Airport Clear Zones.
- (4) Evidence of compliance with Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals, or Gases (i.e. map identifying potentially impacting regulated TSCA, RCRA sites – EPA Evnirofacts.)
- (5) Evidence of compliance with Flood Insurance and Flood Disaster Protection Act (i.e. FIRMette and policy declaration of flood insurance. If a unit is located in a SFHA, Waterbury Lead and Healthy Homes will notify the property owner that his/her property is located in an existing floodplain. Proper flood insurance will be required to participation in the program, per National Flood Insurance Program requirements.

### **3.5 Lead Screening**

Children under the age of six, residing in an eligible unit(s), are required to be screened for lead and present certification of testing prior to the commencement of lead hazard control work, unless exempted by a waiver. The Health Department's Education and Outreach Worker will contact the child(ren)'s pediatrician for the most recent lead results. Lead screenings will be repeated six (6) months after the completion of lead hazard reduction work. The City of Waterbury requires all children entering school to have a blood lead screening.

Connecticut requires all primary care providers to perform annual blood lead screening of all children under the age of 3 and screen any child between the ages of 36 and 72 months who has not been previously screened. To ensure blood lead testing is done, WLHH works with the CM of CLPPP to engage in personal conferences with WLHH enrolling parents or guardians and provide them with a Letter of Intent that specifies requirements for blood lead testing. The CM refers families without insurance coverage to the State HUSKY program or local community health centers that provide free blood lead screening for low-income children and families.

### **3.6 Lead Inspection/Scope of Services/Lead Management Plan**

Once a property owner is approved for assistance and elects to participate in the Waterbury Lead and Healthy Homes program, the property will be visited by the Environmental Consultant contracted out by the Healthy Homes program. The Environmental Consultant will perform a Lead Inspection to determine the suitability of the property. Prior to the inspection, a Letter of Inspection Notice (Appendix II) will be mailed to the owner via certified mail to notify the home owner that a Healthy Homes staff member will contact the property owner to schedule a date and time for the inspection. The property owner is required to notify his/her tenants about the incoming inspection and coordinates with the tenants about the date and time for the inspection. A Lead Inspection of the unit(s) will be performed utilizing XRF testing. All common areas and the exterior of the property, including play areas, will be tested. Representative dust wipe samples will be collected from floors, window sills, and window wells. Bare soil and paved surfaces will be examined and sampled, as needed. All inspections will be performed in compliance with HUD, EPA and State of Connecticut Department of Public Health Regulations 19a-111-1 thru 19a-111-11.



A Letter of Notice of Test Result/Educational Materials (Appendix JJ) along with a Comprehensive Risk Assessment Report, which contains Lead Inspection Report, Lead Hazard Reduction Plan, and Lead Management Plan, which indicates areas requiring hazard control work will be mailed to property owners via certified mail,. Healthy Homes requires the property owner to notify tenants about the inspection results and passes on the educational pamphlet entitled: *The Lead-Safe Certified Guide to Renovate Right* to his/her tenants. A Healthy Homes representative will provide lead education if requested by either property owners or tenants. The Scope of Work will include specifications and floor plans to be used in the competitive bidding process. The Healthy Homes Construction Coordinator/Lead Inspector and Program Manager will review the proposed Scope of Work and determine the scale of the final project. This decision will be based upon the availability of grant funds, the amount of lead hazard reduction work required, and the property owner's willingness/ability to contribute to the project. The property owner will be sent the Letter of Project Progression (See Appendix J) which includes the scope of work, floor plans, and a project timeline of the next phase. The reduction plan will be forwarded to the City's Director of Purchasing who will initiate the formal bid process.

For properties with children, Healthy Homes will ensure that children are be tested for blood lead levels before and after the construction, either through the children's pediatricians or the will provide capillary blood testing onsite, if necessary.

### **3.7 Healthy Homes Assessment – Healthy Homes Rating System (Electronic Version of HHRS)**

Health Homes Assessment of 29 hazards related to housing by utilizing Healthy Homes Rating System shall be conducted for units approved for receiving Lead Hazard Control funding. Top five housing related hazards shall receive funding priority and they are: Damp and Mold Growth (Hazard 1); Structural Collapse and Falling Elements (Hazard 29); Electrical Hazards (Hazard 23); Falling on Stairs etc. (Hazard 21); and Falling Between Levels (Hazard 22).

Health Homes Assessment of 29 hazards related to housing by utilizing Healthy Homes Rating System shall be conducted for units receiving Lead Inspections/Risk Assessments. **WLHH will adopt the electronic version of HHRS and the assessment will be recorded via iPads.** All inspections will be performed in compliance with HUD, EPA and State of Connecticut Department of Public Health Regulations. A Letter of Notice of Test Result/Educational Materials along with a Comprehensive Risk Assessment Report, which contains Lead Inspection Report, Lead Hazard Reduction Plan, and Lead Management Plan, which indicates areas requiring hazard control work will be mailed to property owners via certified mail. WLHH requires the property owner to notify tenants about the inspection results and passes on the educational pamphlet entitled: *The Lead-Safe Certified Guide to Renovate Right* to his/her tenants. A Healthy Homes representative will provide lead education if requested by either property owners or tenants. The Scope of Work will include specifications and floor plans to be used in the competitive bidding process. The WLHH Construction Coordinator/Lead Inspector and Program Manager will review the proposed Scope of Work and determine the scale of the final project. This decision will be based upon the availability of grant funds, the amount of lead hazard reduction work required, and the property owner's willingness/ability to contribute to the project. The property owner will be sent the Letter of Project Progression which includes the scope of work, floor plans, and a project timeline of the next phase. The reduction plan will be forwarded to the City's Director of Purchasing who will initiate the formal bid process.



### **3.8 Bid Process**

The Bid Process will follow the City of Waterbury's Centralized Procurement Ordinance. A bid packet (See Appendix K), including the Scope of Work and floor plan, will be compiled, photocopied, and sent to the Purchasing Department by the Construction Coordinator/Lead Inspector. Upon receipt of the bid packet the Purchasing Department will advertise the Invitation to Bid in the local newspaper and will also fax it to various contractors. .

The Construction Coordinator/Lead Inspector will notify the homeowner that an Invitation to Bid was advertised of the date and time of the "walk-thru" site inspection.

The walk-thru is mandatory for all contractors who want to submit a bid. The Program Manager, Construction Coordinator/Lead Inspector, representative from the Purchasing Department and Property Owner will be present during the walk-thru.

Contractors will have seven (7) days to submit their bids to the Purchasing Department. On the seventh day following the walk-thru, the Purchasing Department will open the bids in the presence of the Construction Coordinator/Lead Inspector or Program Manager. A minimum of three (3) bids must be submitted to the City for each project. Prior to being awarded the bid, the lowest responsible bidder is required to supply proof of qualification.

If the bid for a project exceeds \$50,000, the contractor must submit a and a Bid Security equaling ten percent of the total bid amount to the City of Waterbury Purchasing Department with the bid. Additionally for projects exceeding \$50,000.00, the successful bidder must submit a 100% Performance Bond in a form acceptable to the City prior to contract execution.

For projects exceeding \$50,000 the Program Manager must obtain approval from the Board of Aldermen prior to contract signing.

### **3.9 Contractor Qualifications**

The successful bidder must provide proof of its qualifications (See Appendix L) in addition to submitting the application packet (See Appendix M) prior to being awarded the bid. If, for any reason a contractor is disqualified, the project will be awarded to the next lowest responsible bidder.

To be qualified to Bid on Healthy Homes' projects, contractors must possess the following certificates, licenses, and insurance coverage.

- HUD Lead-Safe Work Practices Certification or be a licensed Lead Abatement Contractor by the State of Connecticut Department of Public Health
- RRP Certification
- Home Improvement Contractor License in the State of Connecticut
- Insurance coverage naming the City of Waterbury and the property as additional insured for the duration of the project as follows:



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Liability Insurance	\$1,000,000 per occurrence / \$2,000,000 Aggregate
Automobile Liability Insurance	\$1,000,000 per Accident, combined single limit (CSL)
Workers' Compensation	Statutory Limits within the State of Connecticut
Pollution Liability Insurance	\$1,000,000 per Occurrence (or per Claim if Claims Made) / \$1,000,000 Aggregate
Excess General Liability Insurance	Comprehensive general liability umbrella insurance coverage

### **3.10 Contracts and Agreements**

To secure funds through the Healthy Homes program, the property owner is required to sign a Letter of Intent at the Application stage (See Appendix N) Owner/City Agreement (See Appendix O), Contract for Lead Hazard Control Work (See Appendix P), Declaration of Restriction (See Appendix Q), Disclosure and Certification Affidavit of Outstanding Obligation to the City of Waterbury (See Appendix R), and a Notice of Cancellation (See Appendix S).

Contractors are required to sign the Contract for Lead Hazard Control Work and a Corporate Resolution (Appendix T).

Upon receiving signatures from the property owner and Contractor, the documents will be sent to Corporation Counsel for review and for the Mayor's signature. After the Mayor's signature is obtained, the documents will be returned to the Healthy Homes Program. The Administrative Assistant will make copies of all documents and send them via certified mail to the property owner who is responsible for retaining the documents for their personal records.

### **3.11 Relocation of Tenants**

In order to maximize the utilization of funding, the relocation is a tired approach system in terms of funding support. The Program Manager will determine, based upon the Scope of Work, if relocation of tenants is needed during the lead hazard reduction work. A child with an EBLL and his/her family must be relocated for the duration of the project. Any residence to which a family with an EBLL relocates must first be inspected by an Environmental Division Lead Inspector/Case Manager to ensure the property is lead-safe. When possible, the property owner will relocate the family to another unit they own that is both vacant and lead-safe. If the property owner does not own an additional unit(s), the family will be asked to stay with friends or family members. Relocation to a hotel is the last option. The property owner is responsible for securing adequate storage for the tenant(s) personal property.



Matrix of Relocation

Relocation Priorities	Responsible Party
Tier 1	Property owners provide tenants other lead-safe unit they own that is both vacant and lead-safe.
Tier 2	If the property owners do not have other lead-safe units, the tenants will be asked to stay with friends or family members, if this option is available.
Tier 3	If the property owners do not have other lead-safe units, the property owners will pay for the hotel stay during the abatement work construction time period.
Tier 4	If the property owners do not have other lead-safe units and have no financial means to pay for hotel stay, then the program will pay for the hotel stay during the abatement construction time period.
Tier 5	If a child's BLL is equal to or greater than 45 µg/dL, the Waterbury Development Corporation will provide the relocation for the tenants.

**3.12 Supervision of Contractors**

The Construction Coordinator/Lead Inspector is responsible for daily monitoring the contractors' work. The Construction Coordinator/Lead Inspector will conduct site meetings when required, review change orders, oversee contractors' work practices, worker protection, and verify completeness of the Scope of Work. The Construction Coordinator/Lead Inspector will complete daily Job Site Inspection Report (See Appendix U) that describes the work being conducted, workers on site, and wages paid.

**3.13 Building Permits**

The Construction Coordinator/Lead Inspector is to determine with the Contractor when a permit is required for a project. The Contractor is responsible for obtaining all necessary permits. Permits will be verified by the Construction Coordinator/Lead Inspector prior to the commencement of construction.

**3.14 Change Orders**

If a Change Order (See Appendix V) becomes necessary during the course of the project, the contractor must notify the Healthy Homes program prior to proceeding. The proposed work must be presented in writing, reviewed, and approved by the Program Manager and the Purchasing Director. All change orders must be related to existing and/or unanticipated work. No work proposed in the change order shall begin without written approval from the Healthy Homes Program Manger and the Purchasing Director.

**3.15 Budget Amendment**

A Budget amendment is required if a Change Order is approved or if any other issues arise that require a change to a line items or the total budget amount. The Program Manager will prepare the Budget Amendment and the updated budget will be delivered to the Contractor via certified mail.

**3.16 Other Work**

No work, of any kind, other than that contained in the Scope of Work will be covered by the Healthy Homes program nor should any additional work be undertaken during the course of this project.



**3.17 Clearance Testing**

All lead-based paint hazard control work performed under the Healthy Homes program is subject to clearance testing the Construction Coordinator/Lead Inspector/Risk Inspector. Once the project is finished, the Construction Coordinator/Lead Inspector will perform a visual inspection of all work areas to ensure that the Scope of Work was completed properly, a thorough cleaning has occurred, and that no construction debris or dust remains. Dust wipe samples will be obtained to verify that the property is indeed a lead-safe environment at the time of clearance testing. For abated properties, dust wipe samples are required to be collected from floors, window sills, and window wells. For non-abated properties, dust samples are required from either the floors and window wells or floors and window sills. Dust wipe samples must not exceed the following limits:

Floors	40ug/ft <sup>2</sup>
Window Sills	250ug/ft <sup>2</sup>
Window Wells	400ug/ft <sup>2</sup>

A visual inspection and dust wipe sampling must be conducted before submitting an approved clearance letter and/or re-occupancy of the unit. The clearance criteria and clearance report shall be in compliance with HUD, State, and EPA regulations. Reports will be sent to the State and City Health Departments, as necessary. If a unit fails the clearance test, the contractor will be financially responsible for follow-up testing until the unit clears. This will be outlined in the contract and Bid Specifications.

Once clearance testing is performed, a final inspection of the project will be scheduled with the property owner. All projects that include code violations corrections in the Scope of Work will be subject to inspection by a City of Waterbury Building Inspector prior to project completion.

Following the final inspection, the Construction Coordinator/Lead Inspector is responsible for deciding if the Scope of work has been completed appropriately and sufficiently. Prior to final clearance, the Construction Coordinator/Lead Inspector will provide the contractor with a “punch list” (See Appendix W) of outstanding items that must be addressed, as warranted. If, in the opinion of the Construction Coordinator/Lead Inspector, the work was performed in an acceptable manner consistent with the specifications, the work will be certified as complete.

When a project is determined to be complete, the property owner will be receive a Letter of Compliance (See Appendix X) and will receive a copy of the Lead Management Plan.

**3.18 Project Closeout**

Upon completion of the project, the contractor, property owner, and Construction Coordinator/Lead Inspector conduct a final walk-thru of the property to ensure that all work was completed correctly and that homeowner is satisfied with the workmanship. The Project Close-out Form (See Appendix Y) will be signed at the walk-thru by the property owner, contractor, and Construction Coordinator/Lead Inspector. This document will then be provided to the Program Manager and Program Director for signatures. The contract and property owner must also sign and notarize the Contractors Certification of Completion Form (See Appendix Z) and return it to Healthy Homes.

Upon completion of the project, the contactor shall provide the property owner with a written guarantee/warranty for the work completed on the property. A Mechanics’ Lien Waiver (See



Appendix AA) will be signed by the Contractor, any and all subcontractors at the completion of the project.

### **3.19 Payments**

All project funds will be retained in an account administered by the Project Manager for the Healthy Homes program.

Contractors will receive the Contractor's Notice of Final Payment (See Appendix BB) which details the necessary documents that must be submitted to Healthy Homes for a final payment to be rendered. All payments shall be made by check, payable to the contractor. In most cases, 90% of the contract price will be paid to the contractor upon completion of the work and once the Healthy Homes program has received the clearance report. The remaining 10% will be paid in a similar manner on the 30<sup>th</sup> day after project completion, provided the property owner has not found any defects in the workmanship and materials.

Where the property owner has agreed to pay the portion of the contract price not covered by the grant, the owner shall submit to the Healthy Homes program a certified bank check payable to the Contractor prior to the execution of the Owner/Contractor Agreement. The Certified Bank Check will be held in the Healthy Homes' office and will be released to the contractor upon the completion of lead hazard reduction work.

On projects with a cost exceeding \$15,000.00, progress payments totaling no more than 50% of the total contract price may, at the discretion of the Project Director, be made to the contractor upon partial completion of the work provided the work is inspected and approved by the Construction Coordinator/Lead Inspector and the Healthy Homes' Program Manager and mechanics lien waivers are provided.. Healthy Homes will retain record of all payment rendered to contractors.

### **3.20 Satisfaction Survey**

All property owners who had lead hazard reduction work conducted on their property will receive a Healthy Homes Satisfaction Survey (See Appendix CC). The Survey is designed to evaluate the overall quality (i.e. professionalism of staff, quality of work, timeliness of project completion, etc.) of the program.

### **3.21 Lead-Safe Housing Registry**

All properties rendered lead-safe with funding from the Waterbury Lead and Healthy Homes program will be listed on a Lead-Safe Housing Registry on the City's website. After the three year grant term has expired for a property and its compliance with its Lead Management Plan is no longer monitored, the property will be removed from the Lead-Safe Housing Registry. The information listed is public record. The website will be maintained by the Healthy Homes program.

### **3.22 Compliance Monitoring – Lead Management Plan**

Annual compliance monitoring for the three-year term of the grant will be conducted to ensure that each property is in compliance with its Lead Management Plan. Compliance monitoring will also include verifying resident information using the Income Rental Form (See Appendix DD) to ensure that property owner is renting to targeted populations. Property owners will be notified in writing as to their property's compliance with its Lead Management Plan (See Appendices EE & FF).



**3.23 Property Maintenance**

The Healthy Homes program requires that the owner maintain the rehabilitated property in accordance with the all City building, health and fire codes and all municipal ordinances governing residential/rental properties. If it is determined that the property has not been maintained as required the owner will be required to repay the remainder of the obligation as determined by the Declaration of Restrictions. Repayment of the remainder of the obligation will be requested at the Program Manager’s discretion.

**3.24 Fair Market Rental Rates**

The Rental Regulatory Agreement is based upon current HUD Fair Market Rental Rates (See Appendix GG), which are listed below.

**HUD Fair Market Rental Rates Effective April 1, 2011**  
 (Rental Rate do NOT include utilities)

1 Bedroom	\$800
2 Bedroom	\$951
3 Bedroom	\$1,138
4 Bedroom	\$1,185

Rent increases will be considered when existing rents are below current Fair Market Rental Rates. Approved increases shall be applied equally to tenants over a three (3) year period and must not exceed Fair Market Rental Rates.

Rent increases shall be approved by the Healthy Homes program upon submission of documentation by the owner reflecting an increase in annual expenses for taxes, insurance, heating and other utilities, as well as maintenance and operation costs.

To assure compliance with the Rent Regulatory Agreement, tenants residing at a property that has received funding from Healthy Homes must verify that their rents are in compliance with HUD’s current Fair Market Rental Rates. Tenants must complete verification forms before and after the project. Information provided may be verified periodically by the Healthy Homes Administrative Assistant.

**3.25 Occupancy Requirements**

Upon completion of the project, property owners must agree to give rental priority to low-income individuals and families with children under the age of six, for a minimum of three (3) years following the completion of lead hazard reduction activities. Of the units in a building, 50% must be occupied by or made available to families with an income at or below 50% of the area median income. The remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level. Owner-occupied housing units will be occupied by families at or below 80% of the area median income and not less than 90% of these homes will be occupied by a child under the age of six.

**3.26 Subordination Agreement Request**

If a property owner wishes to refinance an existing mortgage during the three-year contract period, the property owner must supply the Program Manager with a loan commitment letter, real estate appraisal, and the new loan pay-off amount. The Program Manager will review the documents and, if they are approved, forward them to Corporation Counsel for final approval. A subordination





request can only be approved once in a two (2) year period, as described in the Owner/City Agreement.

### **3.27 Release of Declaration of Restriction**

Three (3) years from a project's clearance date, Healthy Homes will make a request to the City of Waterbury Corporation Counsel to release the Declaration of Restriction from the property. After the request is processed, Healthy Homes will forward the original form releasing the Declaration of Restriction to the property owner. The property owner is responsible for recording the release of the Declaration of Restriction on the land record (See Appendix HH).



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## SECTION IV – PROCEDURES – LEAD ABATEMENT AND HEALTHY HOMES REMEDICATION

### 4.1 Property Owner Contact / Intake

- a. Property Owner submits Pre-Application (Appendix B) which can be obtained from Healthy Homes, the CLPPP, or other referring agencies (YMCA, WDC, LAMPP in Hartford).
- b. Upon submission of the Pre-Application to Waterbury Lead and Healthy Homes, the Administrative Assistant determines the property's eligibility, based upon the priority ranking system. Applicants who do not score high on the rating scale will receive a status notification letter (Appendix C). Eligible property owners are required to submit to the Administrative Assistant a completed Application (Appendices D-F) and all supportive documentation, including those required by the tenant(s).
- c. If the income eligibility criterion is met, the Administrative Assistant will determine if the property is deemed historical and if the property has an abatement order.
- d. The Administrative Assistant will notify the Construction Coordinator/Lead Inspector and Environmental Division if the property is historical or has an abatement order, if applicable.
- e. Once all required documentation is received, the Administrative Assistant will create a file for the property utilizing the file assembly checklist (Appendix I) to ensure all proper forms are documented accordingly.
- f. The Administrative Assistant will give the file to the Program Manager for review.
- g. The Administrative Assistant will prepare and send the Approval Letter (Appendix G) to the Property Owner. Property Owners whose files are not approved will receive a Denial Letter (Appendix H), which is prepared and mailed by the Administrative Assistant.
- h. The Administrative Assistant will execute the Disclosure and Certificate to perform a tax clearance to ensure all property, sewer, water, and automobile taxes are current with the City. The tax clearance includes all properties listed under the owner(s) or entity(ies).
- i. The Education and Outreach Worker will contact the pediatricians' office for all children under the age of six to obtain the child(ren)'s lead screening results.
- j. The Administrative Assistant will provide the property owner and/or tenant(s) with the EPA's Renovate Right brochure and ensure that the Pre-Renovation form is received.
- k. For approved properties, the Administrative Assistant will contact the State Historical Preservation Office (SHPO) to request documentation of the property's historical value.
- l. The Administrative Assistant will place labels on a file that has an abatement order and/or is a historical property. The Administrative Assistant will notify the Construction Coordinator/Lead Inspector regarding an Abatement Order and/or the historical value of the property.

### 4.2 Lead Inspection/Scope of Work/Lead Management Plan

- a. After the file is approved, the Program Manager will notify the Construction Coordinator/Lead Inspector.
- b. The Construction Coordinator/Lead Inspector will work with the Property Owner and the Environmental Consultant to set-up a date and time for the Lead Inspection.
- c. The Construction Coordinator/Lead Inspector will notify the Environmental Consultant if the property has an abatement order and/or is a historical property.
- d. The Environmental Consultant will complete the Lead Inspection under the Construction Coordinator/Lead Inspector's supervision. The Consultant will provide Waterbury Lead and Healthy Homes with the Lead Inspection Report, including floor plan, all XRF readings, the Scope of Services, and Lead Management Plan. All documents will be sent via e-mail and hard



copy to the Program Manager and Construction Coordinator/Lead Inspector, within five (5) days of completion.

- e. Upon receipt of the Lead Inspection Report, Scope of Services, and Lead Management Plan, the Construction Coordinator/Lead Inspector will cross-reference the documents to ensure that all defective leaded surfaces/components appear on the Scope of Services and that all leaded surfaces/components (intact or defective) appear on the Lead Management Plan.
- f. The Program Manager will provide the Administrative Assistant with a copy of the Lead Inspection Report.
- g. A copy of the Scope of Work and the floor plan will be mailed to the homeowner for review, along with a letter (Appendix J) describe the next phases of the project and their estimated time frames.
- h. If a property is deemed historical by SHPO, the Administrative Assistant will send the inspection report to SHPO for approval.
- i. If a property has an abatement order, the Construction Coordinator/Lead Inspector will provide the Environmental Division with the inspection report for approval. The Environmental Division will also be notified if the property is deemed historical.

#### **4.3 Healthy Homes Assessment/Scope of Services**

- a. After the file is approved, the Program Manager will notify the Construction Coordinator/Lead Inspector.
- b. The Construction Coordinator/Lead Inspector will work with the Property Owner and the Environmental Consultant to set-up a date and time for conducting Healthy Homes Assessment via Healthy Homes Rating Tool.
- c. The Construction Coordinator/Lead Inspector will compile the results of Healthy Homes Assessment and will forward the results to the Environmental Consultant for developing the scope of services. All documents will be sent via e-mail and hard copy to the Program Manager and Construction Coordinator/Lead Inspector, within five (5) days of completion.
- d. Upon receipt of the Scope of Services, the Construction Coordinator/Lead Inspector will cross-reference the documents to ensure that Scope of Services is developed according to the assessment report.
- e. The Program Manager will provide the Administrative Assistant with a copy of the Scope of Services.
- f. A copy of the Scope of Services and the floor plan will be mailed to the homeowner for review, along with a letter (Appendix J) describe the next phases of the project and their estimated time frames.
- g. If a property is deemed historical by SHPO, the Administrative Assistant will send the inspection report to SHPO for approval.

#### **4.4 Blood Lead Testing Protocol**

Children under the age of six, residing in an eligible unit(s), are required to be screened for lead and present certification of testing prior to the commencement of lead hazard control work, unless exempted by a waiver. Parents or guardians are required to sign the Lead Screening Consent Agreement, which allows WLHH to obtain lead screening information from other sources. The Case Manager of Childhood Lead Poisoning Prevention Program will contact the child(ren)'s pediatrician for the most recent lead results. Lead screenings will be repeated six (6) months after the completion of lead hazard reduction work. The City of Waterbury requires all children entering school to have a blood lead screening. WLHH and partners will also refer families who do not have a primary provider to StayWell. Connecticut requires all primary care providers to perform annual



blood lead screening of all children under the age of 3 and screen any child between the ages of 36 and 72 months who has not been previously screened. To ensure blood lead testing is done, WLHH works with the CM of CLPPP to engage in personal conferences with WLHH enrolling parents or guardians and provide them with a Letter of Intent that specifies requirements for blood lead testing. The CM refers families without insurance coverage to the State HUSKY program or local community health centers that provide free blood lead screening for low-income children and families.

#### **4.5 Bid – Lead Abatement and Healthy Homes Remediation**

- a. The Construction Coordinator/Lead Inspector will prepare the complete Bid Packet (Appendix K) and give it to the Program Manager for approval. For properties with an abatement order, the Construction Coordinator/Lead Inspector will provide the Environmental Division with a copy of the Scope of Work for approval.
- c. Upon approval from the Program Manger, the Construction Coordinator/Lead Inspector will make copies of the Bid Packet to be distributed at the walk-thru.
- d. The Construction Coordinator/Lead Inspector will provide the Purchasing Department with the required information needed to place a Bid Announcement into the Republic-American newspaper and to fax it to all approved contractors.
- e. The Construction Coordinator/Lead Inspector will notify the property owner(s) and tenant(s) at least 48 hours in advance of the Bid Walk-Thru to ensure access to the unit(s).
- f. The Purchasing Department will award the Bid to the lowest bidder that meets all necessary program requirements, within 24 hours of the date the bids are due.
- g. The Administrative Assistant verifies that the contractor’s qualifications (Appendix L) including insurance, licenses and certifications are valid and current and that contractor has completed the application packet (Appendix M).
- h. The Program Manager will send written notification to the contractor and Property Owner confirming the Bid Award. The contractor will have five (5) days to contact the Program Manager and schedule the contract signing. A copy of the letter must be kept in the Property Owner’s file.
- i. If a project bid exceeds \$50,000 the Program Manager must obtain a Performance Bond and Bid Security from the lowest Bidder and present to the Board of Alderman, at their monthly meeting, drafts of the contracts, the scope of work, and the bid estimates.

#### **4.6 Contract Signing**

- a. The Administrative Assistant will prepare the contracts (Appendices N-T) and notify all parties of the date and time the contracts will be signed. The Administrative Assistant will also provide the property owner with a draft of the contracts to review prior to the contract signing.
- b. At the time of the signing, the contractor is required to supply the Program Manager with a copy of the “Notice of Commencement Lead Abatement/Mitigation Project” form required to be mailed to the Waterbury Department of Public Health (10 to 14 days prior to the construction start date). A copy of the contract, Worker Affidavit, and the notification will be put in the Property Owner’s file.
- c. The Administrative Assistant will request that a Title Search for the property be performed by the City Attorney.
- d. The Administrative Assistant will perform a final tax clearance to verify the most current installment of taxes is paid.
- e. The Administrative Assistant will contact the Property Owner to schedule the contract signing (at least two weeks prior to the commencement of construction).



- f. The Administrative Assistant will ensure that the contractor provided all necessary paperwork and documentation, including Lead Abatement License, Home Improvement License, Renovate, Repair, and Paint (RRP) Certification, and Certificate of Insurance.
- g. The Administrative Assistant will forward a copy of the Certificate of Insurance to the City's Purchasing Department.
- h. The Program Manager will decide, at the time of contract signing, if relocation of tenant(s) is needed and will notify the Property Owner if such a decision is made. The Program Manager and Construction Coordinator/Lead Inspector will remind the Property Owner and tenant(s) that children cannot be in the home during the remediation/abatement work.
- i. If relocation is required, the Property Owner/tenant(s) must make arrangements with the Program Manager to pick-up gift cards for local restaurants and grocery stores on the day work commences.
- j. After the mayor has signed the contract, the Administrative Assistant will make a copy for the file and send a copy of the document(s) to the Property Owner and Contractor.
- k. The Administrative Assistant adds to the file and Program Database the date the Deed Restriction was placed on the property.

#### **4.7 Subordination Agreement**

- a. The Property Owner may submit to the Program Manager a request to refinance an existing mortgage on the property during the grant period.
- b. The Property Owner must supply to the City a loan commitment letter, mortgage pay-off letter, and a real estate appraisal.
- c. The City can only issue a subordination agreement once every two years.

#### **4.8 Construction**

- a. For a property with an abatement order and children under the age of six living on the premises, the Construction Coordinator/Lead Inspector will notify the Property Owner that the child and guardian must be relocated during the construction phase of the project. The Construction Coordinator/Lead Inspector will also notify the Environmental Division when relocation is necessary.
- b. Prior to the commencement of construction, the Construction Coordinator/Lead Inspector verifies that the contractor has obtained the proper building permits from the Waterbury's Building Inspectors' Office.
- c. The Program Manager issues a notice to proceed to the contractor and the property owner with approved starting and ending states agreed upon by the owner and contractor.
- d. The Construction Coordinator/Lead Inspector will notify tenants at least 72 hours in advance of commencement of the work.
- e. The Program Manager and Construction Coordinator/Lead Inspector will ensure that the contractor makes every attempt to complete the work within the time specified in the contract and that proper work procedures are followed.
- f. The Construction Coordinator/Lead Inspector will monitor the construction site daily and complete a Job Site Inspection Report (Appendix U) each day.
- g. If a Change Order (Appendix V) becomes necessary during the course of the project, the contractor must notify the Construction Coordinator/Lead Inspector and Program Manager, in writing, prior to proceeding. The proposed work must be reviewed and approved by the Program Manager. All Change Orders must be related to existing and/or unanticipated work.



#### **4.9 Clearance**

- a. The contractor will notify the Construction Coordinator/Lead Inspector when the project is ready for clearance. The Construction Coordinator/Lead Inspector will conduct the clearance testing within one (1) business day of notification from the contractor.
- b. Upon collection of all dust wipe samples, the Construction Coordinator/Lead Inspector will complete a chain of custody and bring the samples directly to the Environmental Consultant for analysis.
- c. When the Program Manager receives the clearance report, a copy of the report, the Lead Management Plan, and a Letter of Completion will be sent to the Property Owner by the Administrative Assistant.
- d. If the property fails the initial clearance test, the Construction Coordinator/Lead Inspector must notify the contractor immediately. The contractor must re-clean the affected area(s) within 24 hours. The contractor will notify the Construction Coordinator/Lead Inspector when the cleaning is complete so that another clearance test can be schedule. The contractor assumes the costs associated with the clearance testing for each subsequent testing after the first failure.
- e. When the Construction Coordinator/Lead Inspector receives the clearance results, and the clearance passed, the Construction Coordinator/Lead Inspector will notify the Program Manager, Administrative Assistant, and Education and Outreach Worker.
- f. The Construction Coordinator/Lead Inspector will contact the Property Owner to let them know it is safe to return to the residence. If the Property Owner does not notify the tenant(s) within 24 hours, the Property Owner will be responsible for incurring the relocation fees from the clearance date.
- g. The Construction Coordinator/Lead Inspector, contractor, and Property Owner will conduct a final walk-thru to verify that all work was completed and the workmanship is satisfactory to the property owner. Any items that are outstanding will be recorded on the Contractor's "Punch List" (Appendix W). The contractor will provide the homeowner with written guarantee/warranty for the work performed on the property.
- h. Upon completion of all work, the contractor will submit to the Construction Coordinator/Lead Inspector the Mechanics' Lien Waiver (Appendix AA).
- i. The Construction Coordinator/Lead Inspector will provide a copy of the clearance testing results and clearance letter to the Environmental Division, if the property had a Lead Abatement Order.
- j. The Administrative Assistant provides the Property Owner with Letter of Compliance (Appendix X) and explains the obligations regarding the Lead Management Plan.

#### **4.10 Payment**

- a. To receive a progress payment, the contractor must submit the request, in writing, to the Construction Coordinator/Lead Inspector and it must be approved by the Program Manager. Two progress payments can be rendered when the project is 25% and 50% completed.
- b. Upon clearance, the contractor will submit the final invoice, bond check, project close-out form (Appendix Y) and certificate of completion (Appendix Z) before final payment is rendered.
- c. The Administrative Assistant will process invoices from the contractor and Environmental Service Consultant. Upon project completion, the Administrative Assistant will give all invoices to the Program Manager for payment.
- d. All portions of the work write-up identified as repair grant, any rehabilitation program funds, and/or Weatherization Program funds, used as a match, must be recorded.



#### **4.11 Post Project Completion**

- a. The Administrative Assistant will mail, to the property owner, the Healthy Homes' Satisfaction Survey (Appendix CC).
- b. Upon project clearance, the Education and Outreach Worker will add the property address to the Lead Safe Housing Registry.
- c. Six months after the lead hazard reduction work is completed, the Education and Outreach worker will obtain blood lead levels from the pediatricians' office for all children under the age of six residing at the residence.

#### **4.12 Compliance**

- a. The Construction Coordinator/Lead Inspector will conduct annual walk-through of each cleared property for a period of three (3) years to ensure the property is in compliance with its Lead Management Plan and that the property owner is meeting its rental income and occupancy agreements. Rental income and occupancy agreements will be verified utilizing the Income Rental Form (Appendix DD & GG).
- b. The Construction Coordinator/Lead Inspector will prepare a brief written summary of the findings, including the issues of non-compliance if any, and prepare a letter of the findings to be sent via certified mail to the property owner (Appendices EE & FF).
- c. If a property is found not be in compliance with its Lead Management Plan, the Property Owner will have 15 days to respond to the letter and to discuss with the Construction Coordinator/Lead Inspector how to bring the property back into compliance.
- d. The Construction Coordinator/Lead Inspector will work with the Property Owner to ensure that the individual(s) performing the corrective work hold the proper certifications and/or licensures.
- e. Upon completion of the work, the home owner will contact the Construction Coordinator/Lead Inspector, so that the work can be approved.
- f. The Administrative Assistant will initiate the release of the Deed Restriction three (3) years from the date the property was cleared. The volume and page number of the Deed Restriction, along with the property address and owner's name will be sent via e-mail to Corporation Counsel.
- g. The Administrative Assistant will mail the original Release of Deed Restriction to the property owner (Appendix HH). The property owner will record the release on the land records.
- h. Three (3) years from the date the property was cleared, the Education and Outreach Coordinator will remove the property address from the Lead-Safe Housing Registry.
- i. During the annual compliance inspection, the Construction Coordinator/Lead Inspector will also collect the following updated information: number of children reside in the unit under six, family income, rent information, and ethnicity information (Appendix DD).



## Section V – REFERRAL NETWORK AND PARTNERSHIP

### 5.1 Waterbury Lead and Healthy Homes Coalition

Waterbury Lead and Healthy Homes (WLHH), Connecticut State Department of Public Health, and New Opportunities, Inc. collaborated to build the Waterbury Lead and Healthy Homes Coalition (WLHHC) in November of 2011. WLHHC is a broad network of partners dedicated to housing, health, safety, and energy in Waterbury whose purpose is to improve health outcomes and increase the availability of healthy, safe, and energy efficient housing by creating a network of organizations to build and strengthen community partnerships, program referrals, advocacy and community engagement. The WLHHC meeting four (4) times a year at the location of WLHH's office.

### 5.2 Waterbury Lead and Healthy Homes Referral Network

In June of 2015, Waterbury Lead and Healthy Homes Coalition members have signed a MOU to create the Waterbury Lead and Healthy Homes Referral Network (WLHHRN). This referral network system is based on a system that all referrals are funneled through a centralized point of entry.

WLHHRN will coordinate outreach, in-home visits, assessments and interventions with State and local housing agencies, health care, and childcare providers, Medicaid and other agencies, organization, and programs that serve low-income families with young children. This includes WDPH's Environmental Health programs: Code Enforcement, Nursing Programs, and Health Outreach and Education, State DPH's Regulatory Services, including the Lead Poisoning Prevention and Control Program; and the Office of Healthcare Access.

### 5.3 Partnership with the City's Building Department - RRP

In October of 2014, WLHH and the City's Building Department signed an agreement to implement an RRP Intake Form within the Building Department's permitting process. The RRP Intake Form is required for all pre-1978 residential projects where permits are required. A copy of all RRP Intake Forms is provided to the WLHH program.

### 5.4 Section 3 – Economic Opportunities: Partnership with the Northwest Regional Workforce Initiative Board (NRWIB)

WLHH will continue to work closely with the **Northwest Regional Workforce Initiative Board (NRWIB)** to effectively promote and engage in building economic opportunities including job training, employment services and new business contracting for Waterbury residents. NRWIB has targeted priority industry sectors that include: Manufacturing; Healthcare; Construction; Office/Administrative Assistance and Retail; Environmental Remediation; and Information Technology. The NRWIB developed the **Waterbury Construction Careers Initiative (WCCI)** to coordinate outreach, recruitment, assessment, case management, and placement of regional residents into construction employment and also targets Manufacturing, Healthcare, and Service/Retail sectors in the region's Adult Literacy Plan. The system brings together community-based organizations, direct-services providers such as the **American Job Center** in Waterbury, the local school system, the building trades and other community groups to achieve specific goals. NRWIB's WCCI also administers the **City of Waterbury's Good Job Ordinance** - a local hiring ordinance that requires





publicly-funded construction contractors and construction-related projects to employ a certain percentage of Waterbury residents on project crews. WLHH, in coordination with NRWIB, will promote lead and healthy homes training and career opportunities to Section 3 eligible candidates at NRWIB bi-weekly orientation sessions. Eligible candidates will receive either Free EPA RRP training and/or Lead Supervisor certification courses. NRWIB will work with WLHH qualified contractors to place workers on WLHH project as a part of their job placement initiatives. NRWIB will provide retention and follow-up services for Section 3 placements and report training and job placement to WLHH.

### **Section 3 Requirements**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents in the City particularly those who are recipients of government assistance in housing and contracts for work in connection with the project be awarded towards businesses that are committed to providing opportunities to low and very low income Waterbury residents.



## Section VI - DEFINITIONS

Area Median Income – Income guidelines set forth by HUD based upon the poverty level for a specific demographic region or location.

Administrative Assistant – The agency person responsible for the processing applications, scheduling contract signings, and performing daily clerical tasks.

Bid – A process in which contractors walk-thru a project property to assess the cost for associated with abating or remediating lead areas from a building based upon the scope of work. The lowest bidding contractor will be awarded the project.

Change Order – A written request submitted to the Program Manager by the Contractor requesting permission to change the Scope of Work after a contract has been executed and the project is currently under construction.

Clearance – A process that involves a visual inspection of the property to ensure that all lead hazard reduction work was completed. Taking dust wipes of the floors, window wells, and window sills to the property that was cleaned sufficiently to label the property as lead safe.

CLPPP – The Connecticut Lead Poison Prevention Program administered by the Waterbury Department of Public Health with funding from the State of Connecticut.

Contract – Written agreements between the City of Waterbury, the Property Owner, Contractor and Healthy Homes program.

Contractor – An individual or company charged with performing lead hazard control work on a property. Contractors must meet specific qualification criteria to participate in the Healthy Homes program.

Declaration of Restriction – This owner must agree not to transfer all or any part of the ownership of the property for a period of three-years after the work is completed. This would include foreclosure, voluntary transfer (including quit claim) and/or sale of the property. Failure to comply with this restrictive covenant, which will be recorded in the City's Land Records, will result in the owner repaying the balance of the grant. The grant amount is forgiven at 33% per year. Any sale or transfer of the property during the three-year period would require the owner to pay back some portion of the grant amount. This will not be required for owner-occupied housing.

Disposition of Funds – All project funds are disbursed through the City of Waterbury Finance Department. A statement of all payments made on all aspects of the project is maintained by the Healthy Homes program.

EBLL – A term used for Elevated Blood Lead Level, determined by testing results.

Education/Outreach Worker – The agency person responsible for educating the public about lead hazards and how to prevent childhood lead poisoning. The person is also responsible for soliciting application for the program.



Environmental Consultant – The Company contracted to perform the Lead Inspection, write the Scope of Work, and Lead Management Plan.

EPA – The U.S. Environmental Protection Agency responsible for providing and enforcing regulations governing lead hazard reduction work.

Health Department – Refers to the Waterbury Department of Public Health designated to conduct lead testing, risk assessments, and lead inspections within the City of Waterbury.

Healthy Homes – Lead Hazard Control Grant funded by the U.S. Department of Housing and Urban Development.

Lead-Based Paint Housing Registry – The Healthy Homes program will maintain a “Lead-Safe Housing Registry” which is made available to Waterbury residents via the City’s website. Addresses of homes corrected under this program will be listed as public record.

Lead Inspection – A process in which a dwelling is systematically tested for lead. The process can involve conducting XRF readings, paint chip sampling, and dust wipes.

Lead Inspector/Construction Coordinator/Lead Inspector – The agency person charged with conducting lead inspections, overseeing clearance tasks, and supervising contractors.

Lead Management Plan – A written document that lists all leaded surfaces in a dwelling. The property owner is responsible for ensuring that these leaded surfaces remain intact and that the home remains lead safe.

Owner City Agreement – This agreement states the City’s commitment of funds and outlines the owner’s responsibilities for participating in the program.

Owner/Contractor Agreement – This document is an agreement between the property owner and the contractor who will be performing the rehabilitation work. The Waterbury Department of Public Health is not a party to this agreement.

Program Manager – The agency person responsible for overseeing the Healthy Homes Lead Hazard Reduction Program.

Project – The property that will receive lead hazard reduction grant services.

Property Owner – The adult household member, landlord, or homeowner responsible for filing for the Healthy Homes lead hazard reduction services.

Release List – The property owner’s name is added to a release list maintained by the Healthy Homes program. When the term of the restriction expires, the owner will be advised that a request for the release of the Deed Restriction has been made to Corporation Counsel.

Rent Regulatory Agreement – If properties include rental units, the owner shall submit a current rent schedule at the time of application. The owner must agree not to increase the rent currently being charged for all dwelling units will not be increased for one year from the date of determined



eligibility nor will any other terms or conditions of occupancy be altered without express written authorization from the City. Upon completion of the work, the owner must execute a Rent Regulatory Agreement for a period of three-years from completion of the work.

Scope of Work – A list of leaded items that need to be abated or remediated to make the property lead safe.

Tax Clearance – A confirmation from the City Tax Office stating that the individual(s) or entity(ies) financial obligations to the City are current.

Warranties/Guarantees – The contractor shall provide all warranties and guarantee pertaining to the completed project to the owner.



## **SECITON VI - APPENDICES**



## **APPENDIX A**

City of Waterbury Centralized Procurement System  
(Chapter 38 of the City of Waterbury, Connecticut Code of Ordinances)

Ethics and Conflicts of Interests  
(Chapter 39 of the City of Waterbury, Connecticut Code of Ordinances)

Weblink: <http://www.amlegal.com/alpscripts/get-content.aspx>



**Appendix B – Pre-Application**



**Waterbury Lead and Healthy Homes**

September 11, 2011

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: 123 Anywhere Street, Nowhere, Connecticut 06706

Dear Property Owner

Thank you for your interest in the Healthy Homes program. Healthy Homes is a federally-funded program that aims to increase the number of lead-safe housing units within the City of Waterbury. Qualified homeowners receive a three-year forgivable loan\* to help remediate or abate lead hazards in their residential unit(s).

Enclosed please find a Healthy Homes’ Pre-Application. This Pre-Application must be completed in its entirety and returned to the Healthy Homes program, at the address listed below. If it is determined that you meet the preliminary qualifications, you will be asked to complete and submit a Healthy Homes Application. It is important to note that funding is based upon income eligibility and tax status. Additionally, your application will be graded on a scale from one to nine based upon the items listed below. Applicants scoring five or more points will receive priority funding.

- ✓ Abatement order (5 points)
- ✓ All vacant units (4 points)
- ✓ Child(ren) under the age of six residing on the property (3 points)
- ✓ Owner occupied housing unit (2 points)
- ✓ Child(ren) under the age of six who spend more than ten hours per week visiting the property (2 points)
- ✓ Child(ren) and adults over the age of six residing on the property (2 points)
- ✓ Tenant occupied units (2 points)
- ✓ Semi-Vacant (1 point)

Should you have any questions or concerns, please feel free to contact our office at (203) 574-6786.

Sincerely,  
Richard Lee  
Program Coordinator

RL/bl  
Enc.: as noted

\* A three-year deed restriction will be recorded on the land record uponf each property that participates in the Healthy Homes program.



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

Score: \_\_\_\_\_

Referring Agency:  WDPH  WDC  Other (Please specify) \_\_\_\_\_

**Waterbury Lead and Healthy Homes – Owner Pre-Application**  
 One Jefferson Square, 3<sup>rd</sup> Floor, Waterbury, Connecticut 06706 Phone number: (203) 574-6786 Fax: (203) 573-6677

Name of Owner/Applicant(s): \_\_\_\_\_ S.S.N. or Tax ID No.: \_\_\_\_\_  
 Trust, Corporation, Partnership, Individual (Circle one)

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E mail: \_\_\_\_\_

Mailing Address of Owner: \_\_\_\_\_  
*Number and Street and/or P.O. Box City State Zip Code*

Property Address: \_\_\_\_\_ Year Built: \_\_\_\_\_ Sq. Feet: \_\_\_\_\_ No. Of Units: \_\_\_\_\_

Does any resident child (under the age of six) have a lead level greater than 10µg/dL?  Yes  No  Unknown  
 Does any resident child (under the age of six) have asthma?  Yes  No  Unknown

Unit No. Or Floor	Occupant Information	No. of People in Household	Meets Income Eligibility *	Rent Per month	Utilities Included	No. of Bedrooms in Unit	No. of children under six years of age
	Name: _____ Phone: _____		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Section 8 <input type="checkbox"/> Medicaid		<input type="checkbox"/> Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> None		
	Name: _____ Phone: _____		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Section 8 <input type="checkbox"/> Medicaid		<input type="checkbox"/> Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> None		
	Name: _____ Phone: _____		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Section 8 <input type="checkbox"/> Medicaid		<input type="checkbox"/> Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> None		
	Name: _____ Phone: _____		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Section 8 <input type="checkbox"/> Medicaid		<input type="checkbox"/> Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> None		





\* See reverse side for acceptable income levels

**Household Income by Number in the Residents**

Please write the annual household income per each unit in the spaces provided below.

**Unit 1:** \$ \_\_\_\_\_      **Unit 2:** \$ \_\_\_\_\_      **Unit 3:** \$ \_\_\_\_\_      **Unit 4:** \$ \_\_\_\_\_

Note: Units exceeding the annual income limits listed below are unable to participate in the Healthy Homes program based upon income ineligibility. Every unit in a multi-family home must meet the income eligibility criteria. Units receiving Section 8 automatically meet income eligibility requirements.

<b>2011 HUD Income Guidelines for Waterbury, Connecticut</b>							
<b>Family Size</b>							
<b>1 Person</b>	<b>2 Persons</b>	<b>3 Persons</b>	<b>4 Persons</b>	<b>5 Persons</b>	<b>6 Persons</b>	<b>7 Persons</b>	<b>8 Persons</b>
\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800

**FY 2012 Income Limits Summary**

<b>FY 2012 Income Limits Category</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>	<b>8 Person</b>
<b>Very Low (50%) Income Limits</b>	\$29,150	\$33,300	\$37,450	\$41,600	\$44,950	\$48,300	\$51,600	\$54,950
<b>Extremely Low (30%) Income Limits</b>	\$17,500	\$20,000	\$22,500	\$24,950	\$26,950	\$28,950	\$30,950	\$32,950
<b>Low (80%) Income Limits</b>	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800



**Appendix C – Pre-Application Status Notification Letter**



**Waterbury Lead and Healthy Homes**

October 25, 2011

XXXXX  
XXXXX

Waterbury, Connecticut 06704

Re: 123 XXXXStreet, Waterbury, Connecticut

Dear Ms. XXXXX:

You submitted a pre-application to the Healthy Homes program for lead hazard reduction work. Pre-Applications for funding are ranked using the following Priority Rating (PR) System:

- PR 1 – Owner occupied, with an Abatement Order, and children under the age six living on the property
- PR 2 – Properties with an Abatement Order, not owner occupied
- PR 3 – Properties without an Abatement Order but with children under the age of six living on the property
- PR 4 – Vacant units without an Abatement Order
- PR 5 – Properties without an Abatement Order and no children under the age of six living on the property**
- PR 6 – Other \_\_\_\_\_

Your property is ranked as PR 5. We will continue to retain your pre-application and will notify you of changes in future funding availability. Should there be a change in your or your tenant(s) income level, the number of children under the age of six residing at the aforementioned address, or if this property receives an Abatement Order, please contact our office at (203) 574-6786 as this could affect your priority rating.

Sincerely,

Richard Lee  
Program Coordinator

RL/vcms



**Appendix D – Application**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**Waterbury Lead and Healthy Homes**

Date

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

Re: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Dear Property Owners:

Thank you for your interest in the Healthy Homes Program. Healthy Homes is a federally-funded grant program that works to eliminate lead hazards in the home throughout the City of Waterbury. In addition, the program will assess the condition of the home using the Healthy Homes Rating System which identifies potential health and safety hazards of each unit. A report will be generated and provided to the owner as this particular component is for your information only.

Attached is the application package that must be completed, in its entirety, for your property to be considered for enrollment into the program. All questions on the application and enclosures must be answered. If a question does not apply to you, please write “N/A.” Additionally, each document listed below must be provided along with your completed application.

Should you have any questions or require assistance to complete this application, please call Healthy Homes at (203) 574-6786. Submit completed applications, along with all required supportive documentation, to:

Healthy Homes  
Waterbury Department of Public Health  
One Jefferson Square, 3<sup>rd</sup> Floor  
Waterbury, Connecticut 06706

Sincerely,

Francis Ford  
Program Coordinator  
FF/vcms  
Enc.: as noted



---

## **Waterbury Lead and Healthy Homes**

### **Lead Based Paint Hazard Control Program Application and Submission Guidelines**

<b>Documents to be provided by the property owner:</b>
--

- Copy of current Homeowners' Insurance Binder (Declaration Page is acceptable)
- Copy of most recent Mortgage Statement indicating loan balance(s) and payment status (including all outstanding mortgages, home equity loans, etc.)
- Copy of the Deed of Trust for the property
- Notarized Letter of Intent
- Copy of executed lease for each rented unit

<b>Documents to be provided by owner occupants:</b>
---

- Weekly paystubs from the past two months for every income earner residing at the property (see page 13 for acceptable forms of income documentation and page 14 for determining annual household income)
- Copy of most recent 1040 Federal Income Tax Return for every income earner residing at the property
- Completed Resident Information Packet (pages 10-12 of this application package)

<b>Documents to be provided by residents*(if vacant, disregard):</b>
--

- Completed Resident Information Packet (pages 10-12 of this application package)
- Weekly paystubs from the past two months for every income earner residing at the property (see page 13 for acceptable forms of income documentation and page 14 for determining annual household income)
- Copy of most recent 1040 Federal Income Tax Return for every income earner residing on the property

\*The Resident Information Packet must be completed by the resident(s). Resident Information Packets and income documentation can be mailed directly to Healthy Homes by the resident(s) or submitted in conjunction with the property owner's documents.



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

**Healthy Homes agrees to provide:**

- ✓ A professional and courteous staff to assist you through all aspects of the program
- ✓ Financial assistance to remediate and/or abate lead hazards in residential dwellings
- ✓ A Lead Inspection and a Lead Hazard Reduction Plan
- ✓ Relocation assistance, at the discretion of the Program Coordinator
- ✓ Lead poison prevention education for property owners and tenants
- ✓ A 29-point Risk Assessment and Report

**Property Owner agrees to:**

- ✓ Supply all required documentation, in a timely manner, to Healthy Homes
- ✓ Remain current on all financial obligations to the City of Waterbury
- ✓ Notify tenants in advance of walk-thru dates and prior to commencing construction
- ✓ Assist with temporary relocation of occupants, as needed
- ✓ Post Notification of Lead Hazard Reduction Work in all common areas
- ✓ Take responsibility for the disposal of up-to 10 cubic yards of hazardous lead waste
- ✓ Inform Healthy Homes immediately of any concerns regarding the scope or quality of the Lead Hazard Reduction work
- ✓ Cooperate fully with the Healthy Homes Program, the Lead Inspector and the Contractor

**For a period of three years following the completion of program, the property owner agrees to:**

- ✓ Give priority to families with children under six years of age when renting lead-safe units
- ✓ Rent unit(s) to low-income households, as defined by HUD
- ✓ Maintain the unit(s) in accordance with the Federal Housing Quality Standard
- ✓ Comply with HUD's Fair Market Rental Rates
- ✓ Comply with the Lead Management Plan
- ✓ Maintain ownership of the property. Failure to comply may result in the owner being required to repay the balance of the loan.



Healthy Homes Lead-Based Hazard Control Program

**Application for Funding**

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

App. No. \_\_\_\_\_ PR\_\_ (To be completed by HH)

**Part 1: Property Information**

Application for (check one): Single family  Multi-family  Is building owner occupied? Yes  No

Property Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Year Built \_\_\_\_\_ Number of Units \_\_\_\_\_ Number of Occupied Units \_\_\_\_\_

Building Sq. Ft. \_\_\_\_\_

Has the property ever been tested for lead-based paint?  Yes  No

If yes, When? \_\_\_\_\_ Did it test positive?  Yes  No

Do you have a code or lead abatement order?  Yes  No

If yes, explain \_\_\_\_\_ Date Issued \_\_\_\_\_

Number of Children under the age of six (6) living at the above property (list below):

Name \_\_\_\_\_ D.O.B. \_\_\_\_\_ Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name \_\_\_\_\_ D.O.B. \_\_\_\_\_ Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name \_\_\_\_\_ D.O.B. \_\_\_\_\_ Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Does any child under the age of six (6), residing in the building, have elevated blood lead level?  Yes  No

Does any child under the age of six (6), residing in the building, have asthma?  Yes  No

**Part 2: Applicant Information**

Complete Here if Owner is a Person

Owner's Name \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_ S.S.N. \_\_\_-\_\_\_-\_\_\_

Owner's Address \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

*No. and Street*

\_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_

*City, State, Zip*



CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)

E-mail Address \_\_\_\_\_

If more than one Owner, complete the following section:

Owner's Name \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_ S.S.N. \_\_\_-\_\_\_-\_\_\_

Owner's Address \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

No. and Street

\_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_

City, State, Zip

E-mail Address \_\_\_\_\_

If additional owner(s) please attach a separate sheet or continue on back and check here.

Complete Here if Owner is a Business Entity

Name of Business: \_\_\_\_\_

Type of Business Entity: (circle one) *DBA, Partnership, Trust, LLC, or Corp.*

Name of individual signing on behalf of the Business  
Entity: \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_ T.I.N. \_\_\_-\_\_\_

Provide the information below for all "Affiliated Entities" of the Business (see definition below)

Business Title (circle one) Member, Owner, Officer, Partner

Name \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_ T.I.N. \_\_\_-\_\_\_

Business Address \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

No. and Street

\_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_

City, State, Zip

E-mail Address \_\_\_\_\_

If additional owner(s) please attach a separate sheet or continue on back and check here.

**"Affiliated Entity"** means an entity (including any natural person) which is currently engaged in a relationship with another entity, or which was engaged in such a relationship at any time during which any facts or circumstances germane to issues governed by any provision of this chapter arose (for example: an entity which is not currently related but was related as an affiliated entity at the time when currently past due taxes of the principal entity, or of the affiliated entity, became due and payable, etc.), if as a consequence of such relationship said entity directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another entity.

[Note: For purposes of this definition, control shall mean having the power to direct or cause the direction of the management or policies of another entity through any direct or indirect means. Control will be presumed to exist if any entity, directly or indirectly owns, controls, holds with power to vote, or holds proxies representing, twenty percent or more of any voting securities or membership interests in another entity.]



**Part 3: Financial Information**

**Note:** You must furnish a copy of the most recent statement for all mortgage loans with this application.

Name of Mortgage Company \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Mortgage Company's Address \_\_\_\_\_  
*No. and Street City State Zip*

Original Loan Amount \$ \_\_\_\_\_ Term \_\_\_\_\_ Current Balance \$ \_\_\_\_\_  
Monthly Payment \$ \_\_\_\_\_

Does your mortgage payment include:

Home Owner's Insurance?  Yes  No Tax Payments?  Yes  No

Have you taken out any other mortgages on the property?  Yes  No

If yes: Loan Amount \$ \_\_\_\_\_ Term \_\_\_\_\_ Current Balance \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Name of Mortgage Company \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Mortgage Company's Address \_\_\_\_\_  
*No. and Street City State Zip*

List any other liens against the property:

Lien Holder	Amount
	\$
	\$
	\$

What is the total amount owed on the property? \$ \_\_\_\_\_ (include all liens on property)

Are you and other owner(s) current\* on all **mortgage** payments on the subject property?  Yes  No

Are you and other owner(s) current\* on all **monies owed to the City of Waterbury** for all properties, including but not limited to the subject property?  Yes  No

Are you and other owner(s) current\* on all **State and Federal Taxes** and assessments on for all properties, including but not limited to the subject property?  Yes  No

Have you or any other owner(s) filed for **bankruptcy** during the past five (5) years?  Yes  No

Are you or any other owner(s) willing to **contribute** your own funds to the effort?  Yes  No

\*Current means you are up-to-date with all payments





**Part 4: Property Owner’s Certification**

**Note:** All Owners of the Property Must Sign Below

As part of this application for funding under the City of Waterbury (the “City”) Healthy Homes Lead Based Paint Hazard Control Program, the undersigned agree to the following terms and conditions:

1. The methods for abating lead paints, cost of such abatement, and other permitted costs will be determined by the City.
2. To permit the reduction of lead paint in or on the property by a contractor approved by the City through a bid process.
3. That the property to be improved with Healthy Homes funds will be continuously rented to persons or families whose income does not exceed HUD’s guidelines for low/moderate income and rent that does not exceed the HUD Fair Market Rental Rates. Priority for such populations will be given for not less than three years following the completion of lead reduction activities, to families with a child under six years of age.
4. Not to discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap, or age in any aspect of the program and will comply with all applicable Federal, State, and Local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including Title VI of the Civil Rights Act of 1964 and regulations pursuant thereto, Title VIII of the Civil Rights Act of 1968, as amended.
5. To have the property listed on the City’s Lead Safe Housing Registry. This registry will be accessible to all City Departments, as well as Community Health Centers, Department of Children and Family Services, the Waterbury Housing Authority, and other pertinent agencies.
6. That failure to comply with Healthy Homes’ requirements may result in recapture, by the City, of the monies advanced.
7. Under penalty of law that to the best of my/our knowledge, all statements made in this application and supporting documentation are true and accurate, correct and complete.

---

<i>Owner’s Name (Please Print)</i>	<i>Owner’s Signature</i>	<i>Date</i>
------------------------------------	--------------------------	-------------

---

<i>Owner’s Name (Please Print)</i>	<i>Owner’s Signature</i>	<i>Date</i>
------------------------------------	--------------------------	-------------

---

<i>Owner’s Name (Please Print)</i>	<i>Owner’s Signature</i>	<i>Date</i>
------------------------------------	--------------------------	-------------

---

<i>Owner’s Name (Please Print)</i>	<i>Owner’s Signature</i>	<i>Date</i>
------------------------------------	--------------------------	-------------



## Part 5: Property Owner's Letter of Intent

**Note:** All property owners must sign below and this form must be notarized.

### Letter of Intent

**Re:** (Put property address here)

I/We, the undersigned owner(s) of the above named property, submitted a Preliminary Application for participation in the Healthy Homes Program. I/We understand that if the Health Homes' qualification criteria are met, the property may receive funding for the reduction of lead-based paint hazards. I/We understand that the next step in the qualification process requires a Lead Inspection of the property. I/We acknowledge that once the Lead Inspection is completed, any identified lead-based paint hazards must be corrected in accordance with Connecticut State Regulations whether or not the property receives Healthy Homes' funds.

The conditions of this grant, as defined below, will be enforced upon contract signing and for a period of three (3) years from the date of completion.

1. I/We will remain current on all monies owed to the City, including but not limited to property, sewer, water, and car taxes.
2. I/We understand that Healthy Homes will file a "Declaration of Restrictions" on the land record to enforce contract conditions.
3. I/We agree to retain liability and hazard insurance coverage on the property naming the "**City of Waterbury**" as an insured.
4. I/We understand that the property will be made lead-safe. To do so, interiors, exteriors, common areas, out-building, and soil may be treated.
5. I/We will secure entry to units for the lead inspection, lead hazard control work, and lead management inspections.
6. I/We will provide tenants with advance written notice when entry into units is required.
7. I/We understand that all code requirements (e.g. fire, housing) must be observed.
8. I/We will assume responsibility for the proper and legal disposal of up to 10 cubic yards of lead containing waste, as permissible under Connecticut State Law.
9. I/We agree to provide tenants with written advance notification of the possible need for relocation and manage the temporary relocation of tenants, if required by Healthy Homes.
10. I/We understand that upon commencement of construction and until the property has been cleared by Healthy Homes, I/we will remain off of the construction site and I/we will instruct tenants to do the same.
11. I/We understand that personal valuables (e.g. electronics, jewelry) will not be the responsibility of Healthy Homes or the construction contractor. I/We will notify each tenant that they must remove valuable items from the construction site.
12. I/We agree to follow the Lead Management Plan.
13. I/We understand that the property will be monitored annual by Healthy Homes to ensure the property is in compliance with its Lead Management Plan.
14. I/We agree not to transfer all or any part of the ownership of the property for a period of three (3) years from the date of completion. I/We understand that failure to comply may require repayment of the grant at a rate of one-third of the principal amount per year.
15. I/We agree to adhere to HUD's Fair Market Rental Rates and tenant Income Guidelines.



16. I/We will obtain the Income/Rental Form for each incoming tenant and return it to Healthy Homes within 7 days of the lease signing.

Owner Signature

Co-Owner Signature

\_\_\_\_\_  
 Owner Name Printed or Typed

\_\_\_\_\_  
 Co-Owner Name Printed or Typed

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

STATE OF CONNECTICUT)  
 )  
 COUNTY OF NEW HAVEN)

ss.: Waterbury \_\_\_\_\_, 201\_\_

On this \_\_\_\_ day of...\_\_ 201---, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, [redacted] of [redacted],] signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed **[and the free act and deed of said [redacted]]**.

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:**

STATE OF CONNECTICUT)  
 )  
 COUNTY OF NEW HAVEN)

ss.: Waterbury \_\_\_\_\_, 201\_\_

On this \_\_\_\_ day of...\_\_ 201---, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, [redacted] of [redacted],] signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed **[and the free act and deed of said [redacted]]**.

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:**

\_\_\_\_\_

\_\_\_\_\_



**Part 6: Tenant Information (To be completed by tenants of each unit)**

**WATERBURY LEAD AND HEALTHY HOMES**

Dear Tenant:

The owner of your rental unit applied to the Healthy Homes program. Healthy Homes provides home owners with financial assistance to reduce lead hazards from their property.

For the owner to participate in Healthy Homes, you must fill out the following pages. You also must provide two forms of income documentation. Acceptable forms of income documentation are listed on page 14. All information you give to Healthy Homes will be kept confidential. Your landlord will not have access to this information.

Please mail all completed forms and your income documentation to Healthy Homes or give it to your landlord. If you do not provide this information, the property cannot participate in the program. If you need help with these forms, please call Healthy Homes at (203) 574-6786.

Please note: Households must not exceed the income limits listed below. Households receiving Section 8 automatically qualify (Please provide a copy of award letter). If your household meets the income guidelines, please provide all of the Required Resident Information listed below.

2011 HUD Guidelines for Waterbury, Connecticut							
Family Size							
1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800

FY 2012 Income Limits Summary								
FY 2012 Income Limits Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50%) Income Limits	\$29,150	\$33,300	\$37,450	\$41,600	\$44,950	\$48,300	\$51,600	\$54,950
Extremely Low (30%) Income Limits	\$17,500	\$20,000	\$22,500	\$24,950	\$26,950	\$28,950	\$30,950	\$32,950
Low (80%) Income Limits	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800

**Required Tenant Information:**

- ✓ Copy of your most recent Federal Tax Return
- ✓ Proof of income for every income earner in each unit (see page 13 for acceptable forms of income documentation and page 14 for determining annual household income)
  - Weekly paystubs from the past two (2) months
- ✓ Tenant Information Form (see page 11)
- ✓ Consent for Lead Screening Form for households with children under six (6) years of age (see page 12)



**Tenant Information Form**

**Tenant Information** – List All Occupants (Please use the back of this page if you need more space)

Unit No.	Name	Date of Birth	Pediatrician (if applicable)	Income Earner Y or N

**Please check if you receive any of the following:**

\_\_\_ Husky A or B

\_\_\_ SSI

\_\_\_ Medicaid

\_\_\_ TANF/Disabled or Elder

\_\_\_ MLIA (SAGA)

\_\_\_ WIC

**Monthly Rent/Mortgage:**

Monthly amount paid for rent/mortgage \$ \_\_\_\_\_ Number of bedrooms \_\_\_\_\_

Does your rent include? Electric \_\_\_ Gas \_\_\_ Heat \_\_\_ Water \_\_\_

Do you receive Section 8? Yes \_\_\_ No \_\_\_

**Household Income:**

How much money do you make a year before taxes\* (include all wage earners) \$ \_\_\_\_\_

\*Household Income - The current gross annual income before deductions **from all household members**, including current wages, salaries, tips, self-employment income, interest, dividends, net rental income, income from trusts and estates; social security; retirement, survivor, or disability pensions; Veterans' (VA) payments, unemployment compensation, and alimony.

How many people live in your house? \_\_\_\_\_

**Contact Information:**

\_\_\_\_\_  
 Name of person completing this form ( ) \_\_\_\_\_  
 Phone Number



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

I, the undersigned, certify under penalty of law that the information contained in this declaration is true, accurate and complete to the best of my knowledge. I understand that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

TENANT

\_(signature)\_\_\_\_\_  
(printed name)

STATE OF CONNECTICUT)  
)  
COUNTY OF NEW HAVEN)

ss.: Waterbury \_\_\_\_\_, 201\_\_

Signed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

---

**Notary Public**  
**My Commission Expires:**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Consent for Lead Screening**

I am aware that the owner of my home is applying to Healthy Homes Program. As part of the program, I understand that all my children under six (6) years of age must have a lead test before the work on my home starts. I understand that all my children must have another lead test done six (6) months after the work on my home is finished.

I understand that Healthy Homes will give the lead results to the US Department of Housing and Urban Development (HUD), and to the state and local health departments for research purposes, as required by state regulations.

I agree to have my children tested for lead. I also give permission for my children's doctor to provide Healthy Homes with my children's lead results. I understand that I may revoke my consent at any time by providing Healthy Homes with a written statement.

**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Doctor's name:** \_\_\_\_\_ **Phone:** ( ) \_\_\_\_\_ - \_\_\_\_\_

**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Doctor's name:** \_\_\_\_\_ **Phone:** ( ) \_\_\_\_\_ - \_\_\_\_\_

**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Doctor's name:** \_\_\_\_\_ **Phone:** ( ) \_\_\_\_\_ - \_\_\_\_\_

---

Name of Parent/Legal Guardian (Print)

Signature

Date

.....

**Refusal:**

I am aware that the owner of my home is applying to Healthy Homes Programs. As part of the program, I understand that all my children under six (6) years of age must have a lead test before the work starts on my home and six (6) months after the work ends. For religious reasons, I refuse to have my children tested for lead.

---

Name of Parent/Legal Guardian (Print)

Signature

Date



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Acceptable Forms of Income Documentations**

- Weekly paystubs from the past two (2) months
- Section 8 award letter
- Social Security award letter
- Veteran's award letter
- Unemployment Compensation benefits
- Notarized Income Affidavit





## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

### **Guidelines for determining Annual Household Income**

#### **Inclusions:**

- Wages, salaries, tips, etc.
- Taxable interest
- Dividends
- Taxable refunds, credits, or off-sets of State and Local income taxes. There are some exceptions-refer to Form 1040 instructions
- Alimony (or separate maintenance payments) received
- Business income (or loss)
- Capital gain (or loss)
- Other gains (or losses) (i.e. assets used in a trade or business that were exchanged or sold).
- Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension [SEP] and savings incentive match plan for employees [SIMPLE] IRA)
- Taxable amount of pension and annuity payments
- Rental real estate, royalties, partnerships, S corporations, trusts, etc.
- Farm income (or loss)
- Unemployment compensation payments
- Taxable amount of Social Security benefits
- Other income (Includes: prizes and awards; gambling, lottery, or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from rental of property if not in the business of renting such property and; income from an activity not engaged in for profit)

#### **Exclusions:**

- Child support
- Money or property that was inherited, willed, or given as a gift
- Life insurance proceeds received as a result of someone's death



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix E – LLC Affidavit**

STATE OF CONNECTICUT) ) SS            WATEBURY            \_\_\_\_\_, 2011  
COUNTY OF NEW HAVEN)

**AFFIDAVIT**

The undersigned, being duly sworn, deposes and says:

1. That I am over the age of eighteen (18) years and believe in the obligations of an oath;
2. That I am the only member of the limited liability company known as \_\_\_\_\_  
\_\_\_\_\_;
3. That \_\_\_\_\_ is a Connecticut limited liability company in good standing  
with the Secretary of State;
4. That I have full authority to act on behalf of \_\_\_\_\_, LLC to  
make, execute and approve, on behalf of said LLC, any and all contracts or amendments  
thereof and to sell, mortgage, lease, convey or grant deed restrictions on any and all property  
of the limited liability company on such terms as I shall deem advisable.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Commissioner of the Superior Court



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix F– Income Affidavit**

INCOME AFFIDAVIT

NAME:

ADDRESS:

OCCUPATION:

NUMBER OF DEPENDENTS:

MONTHLY INCOME:

MONTHLY INCOME OF SPOUSE:

MONTHLY INCOME OF EMPLOYED DEPENDENTS:

INCOME PRODUCED BY REAL ESTATE:

OTHER INCOME:

I hereby certify under penalty of law that the information contained in this declaration is true, accurate and complete to the best of my knowledge. I understand that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix G – Application Data for Reporting Purposes**

**APPLICANT DATA FOR REPORTING PURPOSES**

---

In order to meet State and Federal reporting requirements, the Program requests that the owner(s) / tenant(s) voluntarily supply the following information. This data will **not** be considered in the evaluation of the application.

A. TITLE:  **Owner**  **Tenant**

B. SEX:  **Female**  **Male**

C. RACE/ETHNIC DATA

**Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

**White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.

**Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

**Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix H – Approval Letter**



**Waterbury Lead and Healthy Homes**

September 12, 2011

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: 123 Anywhere Street, Waterbury, Connecticut 06706

Dear Property Owner:

Congratulations! The application you submitted for the above-referenced property has been conditionally approved for participation in the Healthy Homes program. Your property will be made lead-safe in accordance with regulations set forth by the U.S. Department of Housing and Urban Development (HUD), the U.S. Environmental Protection Agency (EPA), and the State of Connecticut.

In order to proceed with your application, a full risk assessment must be performed on your property to identify areas that contain lead hazards. You and your tenants (if any) will receive a Notice of Test Results shortly after completion of the inspection. Additionally, the inspector will assess the residence to identify any deficiency that might give rise to hazards that may put the health and safety of the occupants at risk. A report regarding the findings of the hazard assessment will be provided to you for informational purposes only.

A member of the Healthy Homes staff will contact you shortly to schedule an appointment to conduct a lead inspection with our Environmental Consultant. **It is your responsibility to notify your tenant(s) in advance of the lead inspection and to secure access to each unit.**

As a reminder, your approval is contingent upon funding, tax status, and other factors specified by HUD and the City of Waterbury. Additionally, by participating in this program, you agree to rent any and all units in accordance with HUD's Fair Market Rental Rates and give rental priority to low-income individuals and families with children under the age of six for the three-year term of your contract. You also agree to maintain your property in accordance with Federal Housing Quality Standards, to follow the property's Lead Management Plan, and to retain ownership of the property for the term of your contract.

Should you have any questions or concerns please feel free to contact the Healthy Homes program at (203) 574-6786.

Sincerely,

XXXXXXX  
Project Director



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix I – Denial Letter**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

Date

John Smith  
123 Anywhere Street  
Waterbury, CT 067XX

Re: 123 Anywhere Street, Waterbury, Connecticut

Dear Mr. XXXXX:

After reviewing your application, it is determined that your application does not meet the funding criteria for one or more of the following reasons:

- Delinquent Mortgage Account
- Current Balance Exceeds Original Loan Amount
- Federal Tax Lien
- Judgment Lien on Property
- City of Waterbury Tax Delinquency
- Homeowner’s Insurance Expired
- Over Income
- Underwriting Issue
- Incomplete Application
- Missing Income Verification
- Program No Longer Accepting Applications
- Other: \_\_\_\_\_

If you wish to appeal this decision or have any other questions, please contact Healthy Homes at 203-574-6786.

Sincerely,

XXXXXXXX  
Project Director

FF/vcms



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix J – Project Progression Letter**



**WATERBURY LEAD AND HEALTHY HOMES**

September 12, 2011

**Article No.**

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: 123 Anywhere Street, Nowhere, Connecticut 06706

Dear Property Owner:

Enclosed for your review is the Scope of Work and floor plan(s) for the above-referenced property. Only items included in the Scope of Work will be addressed by the Healthy Homes Program.

Healthy Homes will now proceed with the Bidding Phase of the project and forward all necessary documents to the City of Waterbury Purchasing Department. The Purchasing Department will select a date and time for a bid walk-thru and place an announcement to in Republican-American Newspaper. Healthy Homes will notify you at least 48 hours in advance of the bid walk-thru date and time. It is your responsibility to notify any and all tenants of the bid walk-thru and to arrange access to their unit(s).

If you no longer wish to participate in the Healthy Homes program, please notify our office by September 19, 2011 by close of business. Should you have any questions or concerns about the process or your project status, please feel free to contact us at (203) 574-6786.

Sincerely,

XXXXXXXXXX  
Project Director

Cc: file  
Encl.: Scope of Work and Floor Plan(s)



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix K - Letter of Verification of Historical Status**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

February 1, 2012

Connecticut Historic Commission  
Attn: Cora Murray  
1 Constitution Plaza  
Hartford, CT 06103

**Re: 123 Anywhere Street, Waterbury, CT 06705**

Dear Ms. Murray:

Attached is a copy of the assessor's card / picture for the above- referenced property. Kindly advise if your commission requires a copy of the Lead Hazard Reduction Plan to determine if the property has any significant historical value and if there will be any recommendations in addressing the lead hazards in the home.

Please contact me at the number listed below if you have any questions or wish to discuss this matter further. Thank you and I look forward to your disposition.

Sincerely,

XXXXXXXX, Project Director  
Waterbury Department of Public Health  
Waterbury Lead and Healthy Homes Program

ff/vcms

Enc.: as noted





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**APPENDIX L – HUD TIER II ENVIRONMENTAL REVIEW FORM**

**Appendix A  
of Rehabilitation Environmental Review  
(For FY 2011 OHHLHC Grantees; all previous versions are obsolete)**

This **Appendix A** review must be completed for each residential structure proposed for minor rehabilitation before HUD funds are committed to specific projects. *It may be used only in conjunction with a currently valid **RER** (Rehabilitation Environmental Review) form. Completion of Appendix A will not require the submission of an additional RROF/EC (Request for Release of Funds/ Environmental Certification form 7015.15) if Authority to Use Grant Funds was obtained from HUD for the program's RER. This format includes documentation of compliance with the relevant related laws/authorities listed at §58.6.*

**Project (Building/Unit) Address:**

---

**Part III HISTORIC PRESERVATION**

**1. Does the project involve only those activities permitted without further consultation under a currently valid programmatic agreement** among the responsible entity, the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) and/or the Advisory Council on Historic Preservation?

( ) Yes ( ) No

**IF YES**, note date of programmatic agreement \_\_\_\_\_, document implementation of the terms of the agreement and **STOP HERE**; the Section 106 Historic Preservation review is complete. **IF NO, PROCEED.**

**2. Does the project involve only acquisition and/or minor, interior rehabilitation of a 1-4 unit residential structure that is less than 50 years old, with no visible changes to the exterior and no potential to cause effects** on historic properties per §800.3(a)(1)? ( ) Yes ( ) No

**IF YES**, record date of building construction: \_\_\_\_\_, age: \_\_\_\_\_ years. Enclose documentation why the proposal has no potential to affect historic property per §800.3(a)(1) and **STOP HERE**. The Section 106 Historic Preservation review is complete. **IF NO, PROCEED.**

**3. If the proposed rehabilitation involves physical work with potential to affect any historic structure, determine** – in consultation with the appropriate SHPO/THPO – whether the building is listed or eligible for inclusion in the National Register of Historic Places (NR).

Is the building listed in or eligible for listing in the NR? ( ) Yes ( ) No

**IF NO**, attach SHPO/THPO concurrence or other evidence of conclusion and **STOP here**. This part is complete pursuant to 36 CFR §800.4(d). **IF YES, PROCEED.**

**4. Determine whether historic properties are affected** per §800.4(d). Has SHPO/THPO concurred with your fully documented determination of “no historic properties affected”, or failed to object within 30 days of receipt of such determination?

( ) Yes Attach documentation and **STOP HERE**. Section 106 review is complete.

( ) No **Proceed.**

**5. Determine whether the project will have adverse effect on historic properties** according to § 800.5, in consultation with the SHPO/THPO and consulting parties [see §800.2(c)].

Will this project have an adverse effect on historic properties? ( ) Yes ( ) No

**IF NO**, attach SHPO/THPO concurrence and **STOP here**. This part is complete per 36 CFR §800.5(d)(1). **IF YES, PROCEED.**

**6. Resolve Adverse Effects** per §800.6, in consultation with the SHPO/THPO, the Advisory Council on Historic Preservation (ACHP) if participating, and any consulting parties. The loan or grant may not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.

**NOTES:**



CITY OF WATERBURY CONNECTICUT
WATERBURY LEAD & HEALTHY HOMES (WLHH)

- 1. The determination/consultation of eligibility for the NR, may be sent to SHPO/THPO concurrently with the determination/consultation of effect or no effect and with the determination/consultation of adverse/no-adverse effects.
2. The jurisdiction's Chief Executive Officer cannot delegate the decision to approve a project in opposition to Advisory Council comment.
3. Keep copies of this form, all SHPO/THPO and ACHP correspondence in the ERR as evidence of compliance with Section 106 of the National Historic Preservation Act.

Part IV Explosive & Flammable Operations

1. Will this proposed acquisition/rehabilitation project result in increased residential density or cause a vacant building to become physically or legally habitable?

( ) Yes ( ) No

If the answer to both parts of the question is No, STOP HERE. This part is complete per 24 CFR §51.201. If the answer is Yes, PROCEED.

2. Is this proposed project within 1 mile of any visible, explosive-or-flammable-substance container? (a stationary, aboveground tank with a capacity of more than 100 gallons)?

( ) Yes ( ) No (See 24 CFR 51(C), Appendices I and II).

Field inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

If No, STOP here. This Part IV is complete. If yes, PROCEED.

3. Note Tank volume: \_\_\_\_\_ gallons or diked area around tank: \_\_\_\_\_ square feet. Record distance from the project to the flammable/explosives container: \_\_\_\_\_ feet.

4. According to HUD Guidebook "Siting of HUD-Assisted Projects Near Hazardous Facilities" (HUD-1060-CPD), the Acceptable Separation Distance (ASD) for both, blast overpressure and thermal radiation is: \_\_\_\_\_ feet. (The applicable ASD [see Appendix F for Thermal Radiation or Appendix G for Blast Overpressure] is the greater of the two distances.)

Is the project located at an Acceptable Separation Distance according to Appendices F and G

( ) Yes ( ) No If yes, STOP HERE; Part IV is complete.

If no, ( ) DENY PROJECT APPROVAL, or

( ) APPROVE only with the following mitigation measures designed in compliance with 24 CFR §51.205:

Part V Airport Clear Zones

1. Does this project involve the purchase or sale of existing residential property? ( ) Yes ( ) No If no, STOP here. This part is complete, pursuant to 24 CFR Subpart D §51.302. If yes, PROCEED.

2. Is the subject property located in a civil airport Runway Clear Zone (CZ), CZ or Accident Potential Zone (APZ) of a military airfield? ( ) Yes ( ) No

Source Documentation:

IF NO, STOP here, Part V is complete.

IF YES: Provide an airport disclosure statement advising the buyer that the property is in or CZ, what the implications of such a location are and that there is a possibility that the property may, at a later date, be acquired by the airport operator. Obtain the buyer's signature acknowledging receipt of this information and attach it to this Appendix A review. (This disclosure requirement does not apply to Accident Potential Zones).

Part VI Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals, or Gases

1. Are there visible dumps, landfills, industrial sites or other locations containing or releasing toxic/hazardous/radioactive/ materials, chemicals or hazardous wastes on or near the subject site?

( ) Yes ( ) No Proceed.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**2. Does this project site contain an underground storage tank (which is not a residential fuel tank)?**

Yes  No *Proceed.*

Field Inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Do Federal, State, or local environmental records sources reveal nearby on or nearby sites that may pose threats to the subject site occupants' health or safety?**

Yes  No

Environmental Records Sources researched:

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---



---

**4. Determination:** Based on all information available, is the subject property free of hazardous materials, contamination, toxic chemicals, gases and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the property?

Yes  No *IF YES, STOP HERE the proposal is in compliance with HUD environmental policy on toxic/hazardous substances at §58.5(i)(2).*

*IF NO, PROCEED.*

**5. Gather all pertinent information about the on-site or nearby toxic hazard, e.g., waste characteristics, quantity, distance, prevailing wind direction, direction of slope, etc. Contact the State Department of Health Environment, as needed, for assistance in assessing exposure to health hazards. Determine whether nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants.**

**6. Mitigate the adverse environmental condition by shielding, removing, or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency; **OR** reject the subject proposal.**

**DENY HUD ASSISTANCE if, after mitigation, the housing is still determined to be in an UNSAFE OR UNHEALTHY ENVIRONMENT. Attach all pertinent documentation, with assistance denial decision.**

**PART VII STATUTES and REGULATIONS listed at 24 CFR 58.6**

**FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT**

1. Does the project involve the acquisition, construction, or rehabilitation of structures, buildings, or mobile homes?

No; flood insurance is not required. The review of this factor is completed.

Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

\_\_\_\_\_ (Factor review completed).

Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

\_\_\_\_\_ (Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

No **(Federal assistance may not be used in the Special Flood Hazards Area).**

**COASTAL BARRIERS RESOURCES ACT**

1. Is the project located in a coastal barrier resource area? (See [www.fema.gov/nfip/cobra.shtml](http://www.fema.gov/nfip/cobra.shtml)).

No; Cite Source Documentation:

\_\_\_\_\_ (This element is completed).

Yes - **Federal assistance may not be used in such an area.**

**AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES**



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone, or a Military Installation's Clear Zone?  
( ) No; cite Source Document, page:

---

Project complies with 24 CFR 51.303(a)(3).

( ) Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

---

Preparer Name and Title

Signature

Date

---

Responsible Entity Official-Name and Title

Signature



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix M – Property Owner In-Kind Matching Form**

**Property Owner In-Kind Matching Form**

Property Owner:			
Address:			
Number of Unit:			
Total Contract \$:			
Healthy Homes Lead		Contributions Lead	
Labor	Cost/Unit		
Environmental Lead		Environmental Lead	
Grading & Excavation		Grading & Excavation	
Demolition		Demolition	
Rough Carpentry		Rough Carpentry	
Finish Carpentry		Finish Carpentry	
Moisture Protection		Moisture Protection	
Insulation		Insulation	
Roofing		Roofing	
Exterior Porch		Exterior Porch	
Garage Soffit		Garage Soffit	
Doors & Hardware		Doors & Hardware	
Windows & Gazing		Windows & Gazing	
Vinyl Siding Exterior		Vinyl Siding Exterior	
Flooring		Flooring	
Painting		Painting	
Carpet		Carpet	
Hydronic Heating		Hydronic Heating	
Electrical		Electrical	
Soil		Soil	
Total		Total	
Healthy Homes Lead			
Other Contribution Lead			
Grand Total			



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix N – Bid Packet**

**THE CITY OF WATERBURY**

**Lead Hazard Reduction  
Property Address**

**INVITATION TO BID**

Sealed Bids for **Lead Hazard Reduction at Property Address** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 am** on **September 12, 2011** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work consist(s) of: Lead Hazard Reduction, as more specifically set forth in the Technical Specifications which are attached to the bid documents as Section 00400 and made a part thereof.

Bid Documents may be obtained at the City of Waterbury, Office of the Director of Purchasing, City Hall Building, 235 Grand Street, Room 103, Waterbury, CT 06702, beginning **September 1, 2011**.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title "**Lead Hazard Reduction at Property Address**" and shall contain the name and address of the Bidder on the envelope.

If greater than \$50,000.00, each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond with a surety company acceptable to the City and in a form acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety acceptable to the City and in a form acceptable to the City.

**Complete instructions for submitting Bids are included in the Instructions to Bidders.**

After review of the factors set forth in the Instructions to Bidders, the CITY reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

**A mandatory pre-bid conference will be held at Property Address at 10:00 a.m. on September 12, 2011. Prospective bidders shall leave a name(s), address, and phone and fax number(s) when picking up the Bid Documents. Attendance at the pre-bid conference by a representative of each Bidder is mandatory and all attendees must sign in.**

The United States Department of Housing and Urban Development (HUD), Office of Healthy Homes and Lead Hazard Control has awarded the Waterbury Department of Public Health and the Healthy Homes Program funding to carry out activities associated with a Lead Based Paint Hazard Control Program.

Contractors must be familiar with and have knowledge of Federal and State statutes, laws and regulations governing the services outlined in the attached specifications including, but not limited to HUD's Lead Safe Housing Rule 24 CFR part 35, Subpart R:Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities; HUD's Guidelines for the Evaluation & Control of Lead-Based Paint Hazards in Housing; the EPA's rule on Lead-Based Paint Poisoning Prevention in



## **CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)**

Certain Residential Structures 40 CFR Part 745 subparts D, E and L, and the State of Connecticut Department of Public Health Lead Poisoning Prevention and Control Regulations: 19-111-1 through 19-111-11.

Since the Projects are federally funded, contractors and subcontractors must at all times be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules and regulations of all government authorities applicable to performance by the provider of services hereunder, including those having jurisdiction over their registration and licensing to perform services hereunder; including but not limited to the following: The Equal Employment Opportunity Act; the Copeland Anti-Kickback Act, as supplemented in the Department of Labor Regulations (29 CFR Part 3); the Davis-Bacon Act as supplemented by the Department of Labor Regulations (29 CFR part 5); section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR part 5); and the Cranston-Gonzalez National Affordable Housing Act, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

Due to the Federal Funding stated above, the two percent (2%) contractor preference granted to Waterbury Bidders required by section 38.42 of the Waterbury Procurement Ordinance does not apply to this request for proposal.

The successful bidder must not be delinquent in any obligation to the City of Waterbury, including but not limited to, taxes, water and sewer charges, parking violations, etc.

The City of Waterbury is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

This project is subject to Title 24 PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS.

Contact Rocco Orso, Director of Purchasing, at 203-574-6740 for further information.

**END OF SECTION**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**THE CITY OF WATERBURY**

**Lead Hazard Reduction  
Property Address**

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**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**THE CITY OF WATERBURY**

**Lead Hazard Reduction  
Property Address**

**SECTION 00100**

**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1. QUALIFICATIONS OF BIDDERS**

- 1.3 In evaluating Bids, CITY will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

**ARTICLE 2. COPIES OF BID DOCUMENTS**

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE**

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

**ARTICLE 4. INTERPRETATIONS**

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to and received in writing by Rocco Orso, City of Waterbury, Office of the Director of Purchasing, Chase Building, 235 Grand Street, Room 103, Waterbury, CT 06702 **at least six (6) calendar days before the date herein set for the opening of Bids.**
- 4.2.1 The City will issue written clarifications or interpretations by Addenda not later than **four (4) calendar days before the date herein set for the opening of Bids.**

Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. In the City's sole discretion, Addenda may be mailed via certified mail, with return receipt requested, overnight delivery, or facsimile to all parties recorded as having received the Bid Documents.



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda in the Bid Form and the Bidder shall list therein all written Addenda number(s) issued by the City.

### ARTICLE 5. PRE-BID CONFERENCE

- 5.1 **A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance and sign-in at the pre-bid conference by a representative of each perspective Bidder is mandatory .**

### ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00300 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the City. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original and one (1) copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

### ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. **Bids will not be received or accepted by the City from perspective Bidders who did not attend a mandatory pre-bid conference.**
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

### ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the City for the opening of Bids.
- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or City authorized postponement thereof) for the opening of Bids.
- 8.3 **Any Bid received after the time and date specified as the time for the City's opening of Bids shall not be considered. Once bids are opened by the City, no Bidder may withdraw its Bid for a period of ninety days (90) excluding Saturdays, Sundays and legal holidays, after the actual date of the City's opening of the Bids.**

### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY'S best interest to do so. The City reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 CITY reserves the right to reject the Bid of any Bidder that CITY considers not to possess the qualities set forth in Article 11.1 herein.

### ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 NOT USED

### ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

### ARTICLE 12. SALES TAX

12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

### ARTICLE 13. INSURANCE

13.1 The Contractor shall not commence Work until all insurance required in the City's contract has been obtained by the Contractor and such insurance has been reviewed and approved in writing by the City. The Contractor shall not allow any subcontractor to commence Work until all insurance required of any subcontractor in the Contract for Lead Hazard Control Work has been obtained and reviewed and approved in writing by the City. Insurance shall be provided by insurers satisfactory to the City and authorized to do business in the State of Connecticut, and with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

At no additional cost to the City beyond the Bidder's Total Bid Price, the Contractor shall purchase and maintain the insurance coverage set forth below which shall protect the City and the Property Owner from claims which may arise out of or result from the Contractor's obligation under the Contract for Lead Hazard Control Work, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City and the Property Owner as additional insureds. The insurance afforded the City and the Property Owner as additional insureds shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City or the Property Owner as additional insureds may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form (as opposed to an occurrence form), the retroactive date for coverage shall be no later than the Contractor's date of execution of the contract and shall provide that in the event of cancellation or non-renewal of coverage, the discovery period (or extended reporting period) for insurance claims, so-called "Tail Coverage", shall be available for at least 60 months following the termination date of the contract.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

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#### LIMITS/TYPES MAY CHANGE DEPENDING ON SCOPE AND SIZE OF PROJECT

- A. General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
- B. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL) – or – Hired/ non-owned Auto Liability for \$1,000,000.00 included in General Liability.
- C. Workers' Compensation: Statutory Limits within the State of Connecticut
- D. Excess Liability Insurance: \$3,000,000.00 aggregate limit  
None required if cost of contract is under \$100,000.00



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

If cost of contract is \$100,000.00 to \$500,000.0, \$1,000,000.00 aggregate limit  
If cost of contract is over \$500,000.00, \$3,000,000.00 aggregate limit

E. Not Applicable

F. Not Applicable

G. Contractors Pollution Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 General aggregate limits if an "Occurrence" policy **or** \$1,000,000.00 per claim and \$1,000,000.00 General aggregate if a "claims made" policy with a retroactive date of no later that the date of the contract.

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- A. General Liability Insurance: Providing coverage to protect the City and the Property Owner for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. Automobile Liability Insurance: Providing coverage to protect the City and the Property Owner with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle
- C. Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- D. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.
- E. Professional Liability Insurance: Professional liability (also know as, errors and omissions) insurance providing coverage to the Contractor.
- F. Builders Risk Insurance: "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under the contract, including all materials in transit and all materials in storage wherever stored. Value of any and all subsequent contract changes. This insurance shall include the interests of the City and the Property Owner, the Contractor and any and all subcontractors. If required by the City, property coverage equaling the total value of the property including the Work contemplated in the contract, shall be required until an occupancy certificate is issued. Upon the issuance of said certificate, the Property owner will assume responsibility for insuring the completed constructed property.
- G. Contractors Pollution Liability Insurance: The foregoing per occurrence coverage plus appropriate aggregate coverage depending on the size of the job covering Contractor caused pollution and/or asbestos events.

Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

Certificates of Insurance: Prior to the execution of a contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverage, including the naming of the City of Waterbury, as follows: "The City of Waterbury,, and (the name of the Property Owner), owner of the property known as (Address), are listed as additional insureds as their interest may appear". The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 30 calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

- 13.2 CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by either the CONTRACTOR or SUBCONTRACTORS of any tier.

### ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY'S written notice to proceed, which shall occur after contract execution by both parties.

- 14.2 Not applicable.

### ARTICLE 15. BID DOCUMENTS

This section left blank intentionally.

### ARTICLE 15. REQUIRED CERTIFICATION/LICENSE

- 15.1 The contractor is required to submit the following certifications/licenses along with the bid proposal:

- Copy of company's Home Improvement Contractor License
- Lead Abatement Contractor License for the company, including the supervisor and employee(s)
- Environmental Protection Agency (EPA) Lead Safe Certification Certificate for the company
- Renovating, Repairing, or Painting (RRP) Lead Safety Certificate for all employees

**END OF SECTION**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**THE CITY OF WATERBURY**

**Lead Hazard Reduction  
Property Address**

**SECTION 00300**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that Bidder has carefully examined all the Bid Documents; that Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Bid. The Bid prices shall cover all expenses incurred in performing the Work required in the Bid Documents, of which this Bid Form is a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the CITY'S written notice to proceed, which shall occur only after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

All Work for this Project shall be performed at the Bid Prices as described in the Bid Documents

Should the Bidder have any question(s) regarding the scope of work to be included within the Total Bid Prices, said question(s) shall be directed as provided in Article 4.1 of the Instructions to Bidders.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name:

\_\_\_\_\_  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Bid Form – Section 00300
- c. Technical Specifications – Section 00400





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**ROCCO ORSO  
DIRECTOR OF PURCHASING  
235 GRAND STREET  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name \_\_\_\_\_  
By: \_\_\_\_\_  
(Title)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**END OF SECTION**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**THE CITY OF WATERBURY**

**Lead Hazard Reduction  
Property Address**

**SECTION 00400**

**TECHNICAL SPECIFICATIONS**

Refer to the attached Lead Hazard Reduction Plan



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Bid Items – Specification Sheet**

**Instructions: Contractor needs to provide itemized cost specifications based on the attached Lead Hazard Reduction Plan by providing the name of the item and cost per unit information.**

<b>Specification</b>	<b>Location</b>	<b>No. of Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**Grand Total: \$ \_\_\_\_\_**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Attachment A**

**CORPORATE RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_ Corporation, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary



CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)

Attachment B

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of \_\_\_\_\_

SS.: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am the *owner, partner, officer, representative, agent or* \_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

\_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Service or Material</b>	<b>DOB</b>
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Service or Material</b>	<b>DOB</b>
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ) :

<b>Organization Name</b>	<b>Address</b>	<b>Type of Ownership</b>
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership**

In presence of:

\_\_\_\_\_

\_\_\_\_\_  
 (Name of Partnership)

\_\_\_\_\_

By: \_\_\_\_\_  
 (Name of General Partner)

\_\_\_\_\_  
 (Business Address)



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**For Corporation**

\_\_\_\_\_  
Attest

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

Affix Corporate Seal

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Name of Authorized Corporate Officer)

Its \_\_\_\_\_  
(Title)

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she answers to  
the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_/\_\_\_/20\_\_





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Attachment C**

**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

- covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Print Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**CITY OF WATERBURY** **Attachment D**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

(Service or Commodity Covered by Contract)

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)



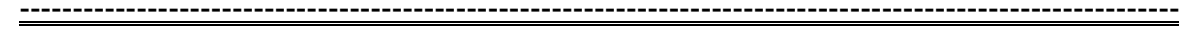
**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

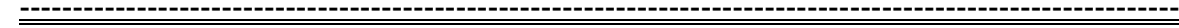
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self  Spouse  Joint  Child

-----

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self  Spouse  Joint  Child

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail  Hand-Delivered



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix O – Contractor Qualifications**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

Contractors wish to bid and work on Healthy Homes' project must hold the following certificates, licensures, and insurance coverage:

- HUD Lead-Safe Work Practices Certification
- Lead Abatement Contractor License issued by the State of Connecticut Department of Public Health
- RRP Certification
- Home Improvement Contractor License issued by the State of Connecticut
- Insurance policies naming the City of Waterbury and the Property Owner as additional insureds for the duration of the project and includes the following items/coverage:

Liability Insurance	\$1,000,000 per occurrence / \$2,000,000 Aggregate
Automobile Liability Insurance	\$1,000,000 per Accident, combined single limit (CSL)
Workers' Compensation	Statutory Limits within the State of Connecticut
Pollution Liability Insurance	\$1,000,000 per Occurrence (or per Claim if Claims Made) / \$1,000,000 Aggregate
Excess General Liability Insurance	Comprehensive general liability umbrella insurance coverage



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix P – Contractor Application Packet**



September 1, 2011

Contractor  
123 Anywhere Street  
Waterbury, CT 06706

Re: Healthy Homes Contractor Application and Requirements

Dear Sir or Madam:

Pursuant to your request, attached is the Healthy Homes contractor application. The program will require the following documents in addition to the application:

- Completed Healthy Homes Contractor Application
- Copy your company's Home Improvement Contractor License
- Lead Abatement Contractor License for the company and its supervising employee(s)
- EPA Lead Safe Certification Certificate for the company
- RRP Lead Safety Certificate for all employees
- Insurance Binder (with adequate coverage as stated below)

In addition, the contractor is required to maintain insurance coverage that is adequate with the specifications set forth by the City of Waterbury. Attached is an insurance template that states the coverage and its amount. In order to participate on the bidding process, the contractor will need **General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate, Automobile Liability Insurance: \$1,000,000 per Accident, combined single limit (CSL), Workers' Compensation: Statutory Limits within the State of Connecticut, Contractors' Pollution Liability Insurance: \$1,000,000 per Occurrence (or per Claim if a Claims Made policy) / \$1,000,000 Aggregate coverage, Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.**

Please contact Healthy Homes at (203) 574-6786, if you have any questions concerning the application and its requirements.

Sincerely,

XXXXXXXX

Project Director  
Healthy Homes Program  
ff/vcms



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

Enc.: as noted

**Appendix Q – Lead Contractor Application Form**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

**Lead Contractor Application Form**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Connecticut Home Improvement or Builders Contractor Registration Number: \_\_\_\_\_

Lead Inspector/Risk Assessor: \_\_\_\_\_  
CT License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Project Designer: \_\_\_\_\_  
CT License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Lead Abatement Contractor: \_\_\_\_\_  
CT License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Years Experience as a Lead Contractor: \_\_\_\_\_

Other Qualifications, Licenses, Experiences, or Training (Please Specify):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you or your company is not a licensed lead abatement contractor, please provide the name of the planned sub-contractor, licensed for lead-abatement work.

Sub-Contractors should also submit a Lead Contractor Application form to Healthy Homes





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

Sub-Contractor's Name (Please print) \_\_\_\_\_ Sub-Contractors License Number \_\_\_\_\_  
 Name of the Supervisor who will be on job-site daily: \_\_\_\_\_  
 (If different those listed above, please provide License/Certification Number)

Please provide current photocopy of licenses, lead certificate, and company insurance policies (including Workman's Compensation).

	Company Name	Phone Number	Contact Person	Type of Supplies
1				
2				
3				

**REFERENCES: Please include professional references from similar jobs and or programs.**

Contact Person	Phone Number	Address Where Work Was Performed		
Building Size	Type of Services Conducted (i.e. lead-safe abatement and rehabilitation)	Date project started	Date project completed	Total project cost

Contact Person	Phone #	Address Where Work Was Performed		
Building Size	Type of Services Conducted (i.e. lead-safe abatement and rehabilitation)	Date project started	Date project completed	Total project cost



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

<b>Contact Person</b>	<b>Phone #</b>	<b>Address Where Work Was Performed</b>		
<b>Building Size</b>	<b>Type of Services Conducted (i.e. lead-safe abatement and rehabilitation)</b>	<b>Date project started</b>	<b>Date project completed</b>	<b>Total project cost</b>

**Lead Contractor & any lead certified supervisor being left on the job site must have a copy of their certificate attached to this application upon submission.**

Hourly Rate Abatement Crew (Include Crew Size): \_\_\_\_\_

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix S – Owner/City Agreement**

**LEAD-BASED PAINT HAZARD CONTROL PROGRAM**

**OWNER-CITY AGREEMENT**

This Agreement, effective on the date signed by the Mayor, is entered into by and between the **City of Waterbury**, a municipal corporation organized and existing under the laws of the State of Connecticut, having an address of 235 Grand Street, Waterbury, Connecticut (“City”), and XXXXXXXX, (“Owner”) to facilitate certain lead-based paint hazard reduction work in accordance with the Policies and Procedures of the Healthy Homes Hazards Program (“Program”) for property located at 123 Anywhere Street, Waterbury, Connecticut (“Property”).

Pursuant to Program Policies and Procedures, the Comprehensive Lead Inspection Report, Project Scope of Work, Contract for Lead Hazard Control (“Contract”) Work between Owner and Contractor, and the Declaration of Restriction, in addition to any addenda to such agreements, the parties hereby agree as follows:

**ARTICLE I OWNERSHIP AND PROPERTY TYPE**

The Owner certifies that it does currently hold title to the Property and that the property is used solely for residential purposes.

**ARTICLE II – TYPE AND AMOUNT OF ASSISTANCE AND GRANT PERIOD**

The total contract price for the lead-based paint hazard reduction work, as set forth in the Contract is \$XXXXXX.00. The grant assistance amount is \$XXXXXX.00 for one (X) unit. The Grant Period shall be for a term of three (3) years commencing from the date of the Determined Eligibility of the dwelling units.

Determined Eligibility is defined as the date that the City of Waterbury Director of Public Health issues written confirmation that the Property has been cleared of all lead hazards in accordance with the Scope of Services set forth in the Contract.

**Article III – OWNER’S SHARE**

The Owner shall pay that portion of the total contract price for any lead-based paint hazard control reduction work, including consultant fees, not covered by the grant.

**ARTICLE IV – DECLARATION OF RESTRICTION**

The Owner understands and acknowledges that he/she may not transfer in whole or in part any legal or equitable interest in the Property during the Grant Period. The Grant Period for each dwelling unit is three (3) years from the date of its Determined Eligibility. The Owner further acknowledges that the obligations hereunder may **not** be assigned to a purchaser or any grantee of the Property. If the Owner makes such a



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

transfer, the Owner will be required to repay the remaining balance. The balance due on the grant shall be reduced by one-third of the original principal amount each year on the anniversary date of the Determined Eligibility provided that Owner is in compliance with all of the terms and conditions of the Grant.

The City may, upon application to and approval by its Board of Aldermen, waive all or any part of the demand for repayment of said grant upon proof of hardship that is the direct result of the death of an Owner, dissolution of marriage between Owners, transfer of employment out of the geographical area or accident or illness of the Owner.

During the grant period, the Owner may request that the City subordinate its interest in the Declaration of Restriction if required by a lender to refinance an existing mortgage on the Property. The City of Waterbury, *may*, in its sole discretion provide such Subordination to the new mortgage holder. Only one Subordination request may be granted during a two year period.

### **ARTICLE V – RENT STABILIZATION, AFFORDABILITY REQUIREMENTS**

The Owner agrees that the rent charged for any of the dwelling units shall not be increased from the date of Determined Eligibility for a period of three (3) years nor will any other terms and conditions of occupancy be altered without the City's prior written consent. Rent increases shall be submitted to the Healthy Homes Office for approval and must be accompanied by documentation reflecting increases to the Owner; i.e., taxes, insurance, maintenance costs, etc. The U.S. Department of Housing and Urban Development Fair Market Rent ceilings will be the guidelines used for approving proposed rent increases.

In the event the Owner does increase the rent in violation of the Rent Regulatory Agreement, Owner shall be required to pay all proceeds of such increases to the City. Prior to the start of any work under the Contract, the Owner shall execute a Rent Regulatory Agreement which shall remain in effect for the Grant Period. With regard to the rental units receiving grant assistance hereunder, Owner hereby agrees as follows:

#### **For non-Owner-occupied housing:**

- 50% of the units must be occupied by or made available to families with incomes at or below 50% of the area median income level;
- the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level;
- in buildings with more than 5 units, up to 20% of the units may exceed 80% of the area median income level;
- When renting units, Owner shall give priority, to families with a child under the age of six years (but a child is not required to reside at the unit at the time of assistance);

#### **For Owner-occupied housing:**

- All units shall be the principal residence of families with incomes at or below 80% of the area median income level; and
- Not less than 90% of the units shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6)



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

years spends a significant amount of time visiting

### **ARTICLE VI – DISPLACEMENT/RELOCATION**

The Owner agrees that no tenant, particularly very low and low-income tenants currently residing at the Property shall be displaced. In the event displacement does occur, the Owner agrees to provide financial assistance, in an amount determined by the Healthy Homes Office, to enable tenants to obtain decent, safe, and sanitary housing at affordable rates.

In the event a tenant must be temporarily relocated due to lead hazard reduction activities, the Owner agrees to make all appropriate arrangements and shall be responsible for the payment of all costs for the temporary relocation activities. The Owner agrees that no tenant shall be permanently relocated.

### **ARTICLE VII – ACCESS TO PROPERTY AND OWNER COOPERATION**

The Owner shall cooperate fully with the Contractor and shall not do anything to interfere with or prevent the Contractor from completing the work in a timely manner. Owner shall allow the Contractor access to the Property provided the Contractor gives the Owner 24 hours' notice. The Owner is responsible for notifying all tenants and insuring that the Contractor has access to all rental units. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, as needed, during the rehabilitation work.

### **ARTICLE VIII – MONITORING WORK IN PROGRESS**

During construction, the Owner agrees to monitor the work in progress on a daily basis. Inspections may be performed by the members of the Healthy Homes Program staff and City Code enforcement officials, as needed, and at the request of the Owner and/or the Healthy Homes Project Director. The Owner is responsible for immediately notifying the Healthy Homes Office, in writing, should deficiencies in workmanship become apparent.

### **ARTICLE IX – PAYMENTS TO CONTRACTOR**

The Owner agrees that the payment of funds shall be made in the following manner:

All Lead-Based Paint Hazard Control grant funds shall be retained in an account administered by the City. Upon completion of all lead hazard control work and issuance of a letter by the City of Waterbury Director of Health confirming that the property has been cleared of all lead hazards, and confirmation that the Owner has paid to the Contractor the Owner's share of the Contract price, the City will issue a check, payable to the Contractor, for ninety (90%) percent of the grant assistance amount. The remaining ten (10%) percent of the grant assistance amount will be paid in a similar manner on the 30<sup>th</sup> day following the first payment, providing the Owner has not found any defects in workmanship and/or materials.

On larger projects, and at the sole discretion of the Healthy Homes Project Director, progress payments may be made to the Contractor for partial completion of the work **provided** the work has been inspected



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

and approved by the Construction Coordinator/Lead Inspector and the Project Director and in accordance with the provisions of Paragraph 7. B of the Contract.

### ARTICLE X – INDEMNIFICATION AND INSURANCE

A. **Indemnification** The Owner shall indemnify, defend, and hold harmless the City and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery under the Contract for Lead Hazard Control Work between Owner and Contractor of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any willful or negligent act or omission of the Owner, the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Owner understands and agrees that any insurance required by this agreement, or otherwise provided by the Owner or the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this agreement.

B. **Owner's Insurance.** At the time the Owner executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the below coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and is listed as additional insured as its interests may appear”**. The Owner must maintain coverage until such time as the Healthy Homes Offices determines that the subject work has been completed and the Owner shall supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

Upon request, the Owner shall deliver to the City a copy of the Owner's insurance policies, endorsements, and riders.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor and terminating at such time as the City's Director of Public Health issues a lead clearance letter for the Property:

Liability Insurance: Owner must have Liability Insurance in the form of Homeowners, Renters or Condominium/Cooperative Liability Insurance, as appropriate.



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

Liability Insurance coverage requirement is in addition to any applicable Property Insurance and must include coverage for damage or injury to others allegedly caused by the Owner.

Minimum Liability Insurance limits of \$300,000 per Occurrence/\$300,000 Aggregate must be provided.

Property Insurance: Special Form Cause of Loss with a minimum 80% Coinsurance Clause and include a Mutual Waiver of Subrogation.

The "City of Waterbury" shall be named as Loss Payee on the Property Insurance policy for the Property.

### **ARTICLE XI – OTHER WORK**

The Owner agrees that no rehabilitation, alterations, improvements, demolition, or construction work of any kind, other than that specified in the Scope of Work contained within in the Contract will be undertaken prior to the Eligibility Date. Any violation of this Article shall render this agreement null and void, the City grant will be withdrawn, and any and all expenses incurred shall be the sole responsibility of the Owner.

### **ARTICLE XII – DECLARATION OF RESTRICTION**

The Owner shall execute the Declaration of Restriction within five (5) days of its preparation by the City.

### **ARTICLE XIII – PROPERTY MAINTENANCE**

During the Grant Period, the Owner shall maintain the Property in compliance with all applicable City Codes, and regulations and ordinances governing residential and/or rental property. If it is determined that the Owner has neglected to remedy a problem and/or maintain the Property in accordance with this Article, the Owner may be required to repay the Grant.

### **ARTICLE XIV – STATEMENT OF NON-DISCRIMINATION**

Owner must be in conformance with Fair Housing Laws and Title VII of the U.S. 1968 Civil Rights Act. These prohibit discrimination against individuals based on their race, color, creed, sex, religion, handicapped condition or national origin with respect to the leasing and occupancy of the Property.

### **ARTICLE XV – ACTION AGAINST CONTRACTOR**

In the event of termination of the Contract for faulty work, the City shall retain the right to represent the Owner and bring legal action against the Contractor for any damages, injuries, losses or expenses, including reasonable costs and attorney's fees it incurs as a result of the Contractor's work, failure to work or defective work pursuant to the Contract including, but not limited to, additional funds the City must provide the Owner for the purposes of completing the work required under the Contract and/or repairing the Contractor's work.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

## **ARTICLE XVI – ACTION AGAINST OWNER**

In the event that the Owner fails to comply with the conditions set forth in this Agreement, the City shall have the right to prosecute an action against the Owner on behalf of itself and/or any other aggrieved party.

## **ARTICLE XVII – FORCE MAJEURE**

Owner shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

- A. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.
- B. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.
- C. Delays caused by the Owner's vendors, except where such delays are the result of lack of adequate coordination by the Owner.

Upon cessation of work for reason of force majeure delays, Owner shall use its best efforts to meet the schedule set forth in of this Agreement.

## **ARTICLE XVIII – TERMINATION**

**A. Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Owner the Owner shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Owner shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Owner of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Owner shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by the Owner, and the City may withhold any payments to the Owner for the purpose of setoff until such time as the exact amount of damages due the City from the Owner is determined.

**B. Termination for Convenience of the City.** The City may terminate this agreement at any time for the convenience of the City, by a notice in writing from the City to the Owner. If this agreement is terminated by the City as provided herein, the Owner will be paid the agreed grant amount for each unit completed as of the date of termination.

**C. Termination for Non-Appropriation or Lack of Funding.** The Owner acknowledges that the City is a municipal corporation and that this agreement is subject to the appropriation of funds by the City sufficient for this agreement for each budget year in which this agreement is in effect. The Owner





## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

therefore agrees that the City shall have the right to terminate this agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this agreement is not appropriated, not authorized or not made available pursuant to law, or such funding.

(1) **Effects of Non-appropriation.** If funds to enable the City to effect continued payment under this agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Owner.

### **ARTICLE XIX – CHARGE, ACKNOWLEDGEMENTS, NOTICE REPRESENTATIONS**

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

A. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

B. It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

C. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the Owner or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

D. The value of anything transferred or received in violation of the City’s Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

E. Upon a showing that a subcontractor made a kickback to the City, Owner or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

F. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

G. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

I. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

J. The Owner hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: [www.waterbury-ct.gov/content/609/930/933.aspx](http://www.waterbury-ct.gov/content/609/930/933.aspx) [see two (2) links titled "procurement ordinance" and "ethics ordinance"].



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

K. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

L. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

M. **INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

N. **PROHIBITION AGAINST CONTINGENCY FEES.** The Owner hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

O. **FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Owner set forth in herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Owner records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

### **ARTICLE XX SECTION 3 COMPLIANCE**

The Owner shall be responsible for ensuring that the Contractor complies with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3") as set forth below:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b)

(The next page is the signature page.)



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

IN WITNESS WHEREOF, this Agreement has been duly signed and sealed on the date indicated below.

Witnessed by:

OWNER:

\_\_\_\_\_  
Francis Ford

\_\_\_\_\_  
XXXXXX

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

CITY OF WATERBURY

\_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
By: Neil M. O'Leary, Mayor

Duly Authorized

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



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**CITY OF WATERBURY  
DEPARTMENT OF PUBLIC HEALTH**

**LEAD-BASED PAINT HAZARD CONTROL PROGRAM**

**OWNER-CITY AGREEMENT (For LLC)**

This Agreement, effective on the date signed by the Mayor, is entered into by and between the City of Waterbury, a municipal corporation organized and existing under the laws of the State of Connecticut, having an address of 235 Grand Street, Waterbury, Connecticut (“City”), and XXXXXXXX, LLC, a duly registered Limited Liability Company with a principal place of business at XXXXXXXX, Waterbury, CT 06704 (“Owner”), to facilitate certain lead-based paint hazard reduction work in accordance with the Policies and Procedures of the Healthy Homes Hazards Program (“Program”) for property located at 123 Anywhere Street, Waterbury, Connecticut (“Property”).

Pursuant to Program Policies and Procedures, the Comprehensive Lead Inspection Report, Project Scope of Work, Contract for Lead Hazard Control (“Contract”) Work between Owner and Contractor, and the Declaration of Restriction, in addition to any addenda to such agreements, the parties hereby agree as follows:

**ARTICLE I OWNERSHIP AND PROPERTY TYPE**

The Owner certifies that it does currently hold title to the Property and that the property is used solely for residential purposes.

**ARTICLE II – TYPE AND AMOUNT OF ASSISTANCE AND GRANT PERIOD**

The total contract price for the lead-based paint hazard reduction work, as set forth in the Contract is \$XXXXXX.00. The grant assistance amount is \$XXXXXX.00 for one (X) unit. The Grant Period shall be for a term of three (3) years commencing from the date of the Determined Eligibility of the dwelling units.

Determined Eligibility is defined as the date that the City of Waterbury Director of Public Health issues written confirmation that the Property has been cleared of all lead hazards in accordance with the Scope of Services set forth in the Contract.

**Article III – OWNER’S SHARE**

The Owner shall pay that portion of the total contract price for any lead-based paint hazard control reduction work, including consultant fees, not covered by the grant.

**ARTICLE IV – DECLARATION OF RESTRICTION**

The Owner understands and acknowledges that he/she may not transfer in whole or in part any legal or equitable interest in the Property during the Grant Period. The Grant Period for each dwelling unit is three



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

(3) years from the date of its Determined Eligibility. The Owner further acknowledges that the obligations hereunder may **not** be assigned to a purchaser or any grantee of the Property. If the Owner makes such a transfer, the Owner will be required to repay the remaining balance. The balance due on the grant shall be reduced by one-third of the original principal amount each year on the anniversary date of the Determined Eligibility provided that Owner is in compliance with all of the terms and conditions of the Grant.

The City may, upon application to and approval by its Board of Aldermen, waive all or any part of the demand for repayment of said grant upon proof of hardship that is the direct result of the death of an Owner, dissolution of marriage between Owners, transfer of employment out of the geographical area or accident or illness of the Owner.

During the grant period, the Owner may request that the City subordinate its interest in the Declaration of Restriction if required by a lender to refinance an existing mortgage on the Property. The City of Waterbury, may, in its sole discretion provide such Subordination to the new mortgage holder. Only one Subordination request may be granted during a two year period.

### **ARTICLE V – RENT STABILIZATION, AFFORDABILITY REQUIREMENTS**

The Owner agrees that the rent charged for any of the dwelling units shall not be increased from the date of Determined Eligibility for a period of three (3) years nor will any other terms and conditions of occupancy be altered without the City's prior written consent. Rent increases shall be submitted to the Healthy Homes Office for approval and must be accompanied by documentation reflecting increases to the Owner; i.e., taxes, insurance, maintenance costs, etc. The U.S. Department of Housing and Urban Development Fair Market Rent ceilings will be the guidelines used for approving proposed rent increases.

In the event the Owner does increase the rent in violation of the Rent Regulatory Agreement, Owner shall be required to pay all proceeds of such increases to the City. Prior to the start of any work under the Contract, the Owner shall execute a Rent Regulatory Agreement which shall remain in effect for the Grant Period. With regard to the rental units receiving grant assistance hereunder, Owner hereby agrees as follows:

#### **For non-Owner-occupied housing:**

- 50% of the units must be occupied by or made available to families with incomes at or below 50% of the area median income level;
- the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level;
- in buildings with more than 5 units, up to 20% of the units may exceed 80% of the area median income level;
- When renting units, Owner shall give priority, to families with a child under the age of six years (but a child is not required to reside at the unit at the time of assistance);

#### **For Owner-occupied housing:**

- All units shall be the principal residence of families with incomes at or below 80% of the area median income level; and



## **CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)**

- Not less than 90% of the units shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6) years spends a significant amount of time visiting

### **ARTICLE VI – DISPLACEMENT/RELOCATION**

The Owner agrees that no tenant, particularly very low and low-income tenants currently residing at the Property shall be displaced. In the event displacement does occur, the Owner agrees to provide financial assistance, in an amount determined by the Healthy Homes Office, to enable to tenants to obtain decent, safe, and sanitary housing at affordable rates.

In the event a tenant must be temporarily relocated due to lead hazard reduction activities, the Owner agrees to make all appropriate arrangements and shall be responsible for the payment of all costs for the temporary relocation activities. The Owner agrees that no tenant shall be permanently relocated.

### **ARTICLE VII – ACCESS TO PROPERTY AND OWNER COOPERATION**

The Owner shall cooperate fully with the Contractor and shall not do anything to interfere with or prevent the Contractor from completing the work in a timely manner. Owner shall allow the Contractor access to the Property provided the Contractor gives the Owner 24 hours' notice. The Owner is responsible for notifying all tenants and insuring that the Contractor has access to all rental units. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, as needed, during the rehabilitation work.

### **ARTICLE VIII – MONITORING WORK IN PROGRESS**

During construction, the Owner agrees to monitor the work in progress on a daily basis. Inspections may be performed by the members of the Healthy Homes Program staff and City Code enforcement officials, as needed, and at the request of the Owner and/or the Healthy Homes Project Director. The Owner is responsible for immediately notifying the Healthy Homes Office, in writing, should deficiencies in workmanship become apparent.

### **ARTICLE IX – PAYMENTS TO CONTRACTOR**

The Owner agrees that the payment of funds shall be made in the following manner:

All Lead-Based Paint Hazard Control grant funds shall be retained in an account administered by the City. Upon completion of all lead hazard control work and issuance of a letter by the City of Waterbury Director of Health confirming that the property has been cleared of all lead hazards, and confirmation that the Owner has paid to the Contractor the Owner's share of the Contract price, the City will issue a check, payable to the Contractor, for ninety (90%) percent of the grant assistance amount. The remaining ten (10%) percent of the grant assistance amount will be paid in a similar manner on the 30<sup>th</sup> day following the first payment, providing the Owner has not found any defects in workmanship and/or materials.





## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

On larger projects, and at the sole discretion of the Healthy Homes Project Director, progress payments may be made to the Contractor for partial completion of the work **provided** the work has been inspected and approved by the Construction Coordinator/Lead Inspector and the Project Director and in accordance with the provisions of Paragraph 7. B of the Contract.

### ARTICLE X – INDEMNIFICATION AND INSURANCE

A. **Indemnification** The Owner shall indemnify, defend, and hold harmless the City and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery under the Contract for Lead Hazard Control Work between Owner and Contractor of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any willful or negligent act or omission of the Owner, the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Owner understands and agrees that any insurance required by this agreement, or otherwise provided by the Owner or the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this agreement.

B. **Owner's Insurance.** At the time the Owner executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the below coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and is listed as additional insured as its interests may appear”**. The Owner must maintain coverage until such time as the Healthy Homes Offices determines that the subject work has been completed and the Owner shall supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

Upon request, the Owner shall deliver to the City a copy of the Owner's insurance policies, endorsements, and riders.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor and terminating at such time as the City's Director of Public Health issues a lead clearance letter for the Property:



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

Liability Insurance: Owner must have Liability Insurance in the form of Homeowners, Renters or Condominium/Cooperative Liability Insurance, as appropriate.

Liability Insurance coverage requirement is in addition to any applicable Property Insurance and must include coverage for damage or injury to others allegedly caused by the Owner.

Minimum Liability Insurance limits of \$300,000 per Occurrence/\$300,000 Aggregate must be provided.

Property Insurance: Special Form Cause of Loss with a minimum 80% Coinsurance Clause and include a Mutual Waiver of Subrogation.

The "City of Waterbury" shall be named as Loss Payee on the Property Insurance policy for the Property.

### **ARTICLE XI – OTHER WORK**

The Owner agrees that no rehabilitation, alterations, improvements, demolition, or construction work of any kind, other than that specified in the Scope of Work contained within in the Contract will be undertaken prior to the Eligibility Date. Any violation of this Article shall render this agreement null and void, the City grant will be withdrawn, and any and all expenses incurred shall be the sole responsibility of the Owner.

### **ARTICLE XII – DECLARATION OF RESTRICTION**

The Owner shall execute the Declaration of Restriction within five (5) days of its preparation by the City.

### **ARTICLE XIII – PROPERTY MAINTENANCE**

During the Grant Period, the Owner shall maintain the Property in compliance with all applicable City Codes, and regulations and ordinances governing residential and/or rental property. If it is determined that the Owner has neglected to remedy a problem and/or maintain the Property in accordance with this Article, the Owner may be required to repay the Grant.

### **ARTICLE XIV – STATEMENT OF NON-DISCRIMINATION**

Owner must be in conformance with Fair Housing Laws and Title VII of the U.S. 1968 Civil Rights Act. These prohibit discrimination against individuals based on their race, color, creed, sex, religion, handicapped condition or national origin with respect to the leasing and occupancy of the Property.

### **ARTICLE XV – ACTION AGAINST CONTRACTOR**

In the event of termination of the Contract for faulty work, the City shall retain the right to represent the Owner and bring legal action against the Contractor for any damages, injuries, losses or expenses, including reasonable costs and attorney's fees it incurs as a result of the Contractor's work, failure to work or defective work pursuant to the Contract including, but not limited to, additional funds the City



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

must provide the Owner for the purposes of completing the work required under the Contract and/or repairing the Contractor's work.

### **ARTICLE XVI – ACTION AGAINST OWNER**

In the event that the Owner fails to comply with the conditions set forth in this Agreement, the City shall have the right to prosecute an action against the Owner on behalf of itself and/or any other aggrieved party.

### **ARTICLE XVII – FORCE MAJEURE**

Owner shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

- A. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.
- B. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.
- C. Delays caused by the Owner's vendors, except where such delays are the result of lack of adequate coordination by the Owner.

Upon cessation of work for reason of force majeure delays, Owner shall use its best efforts to meet the schedule set forth in of this Agreement.

### **ARTICLE XVIII – TERMINATION**

**A. Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Owner the Owner shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Owner shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Owner of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Owner shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by the Owner, and the City may withhold any payments to the Owner for the purpose of setoff until such time as the exact amount of damages due the City from the Owner is determined.

**B. Termination for Convenience of the City.** The City may terminate this agreement at any time for the convenience of the City, by a notice in writing from the City to the Owner. If this agreement is terminated by the City as provided herein, the Owner will be paid the agreed grant amount for each unit completed as of the date of termination.



**CITY OF WATERBURY CONNECTICUT  
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**C. Termination for Non-Appropriation or Lack of Funding.** The Owner acknowledges that the City is a municipal corporation and that this agreement is subject to the appropriation of funds by the City sufficient for this agreement for each budget year in which this agreement is in effect. The Owner therefore agrees that the City shall have the right to terminate this agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this agreement is not appropriated, not authorized or not made available pursuant to law, or such funding.

(1) **Effects of Non-appropriation.** If funds to enable the City to effect continued payment under this agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Owner.

**ARTICLE XIX – CHARGE, ACKNOWLEDGEMENTS, NOTICE REPRESENTATIONS**

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

A. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

B. It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

C. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the Owner or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.



**CITY OF WATERBURY CONNECTICUT  
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D. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

E. Upon a showing that a subcontractor made a kickback to the City, Owner or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

F. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

G. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

I. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

J. The Owner hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing



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Department web site: [www.waterbury-ct.gov/content/609/930/933.aspx](http://www.waterbury-ct.gov/content/609/930/933.aspx) [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

K. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

L. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

M. **INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

N. **PROHIBITION AGAINST CONTINGENCY FEES.** The Owner hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

O. **FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Owner set forth in herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Owner records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.



**CITY OF WATERBURY CONNECTICUT  
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**ARTICLE XX SECTION 3 COMPLIANCE**

The Owner shall be responsible for ensuring that the Contractor complies with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3") as set forth below:

H. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Recipients of HUD assistance for housing.

I. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

J. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

K. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

L. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

M. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

N. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25



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U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b)

(The next page is the signature page.)

IN WITNESS WHEREOF, this Agreement has been duly signed and sealed on the date indicated below.

Witnessed by:

OWNER: XXXXXXXX APARTMENTS, LLC

\_\_\_\_\_  
Francis Ford

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

Member

Duly Authorized

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

CITY OF WATERBURY

\_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
By: Neil M. O'Leary, Mayor

Duly Authorized

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





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix T – Contract for Lead Hazard Control Work**

**CONTRACT FOR LEAD HAZARD CONTROL WORK**

**THIS CONTRACT** made this \_\_\_\_\_ day of XXXXXX, 2012, is by and between XXXXX Construction, LLC, a duly registered Limited Liability Corporation organized and existing under the laws of the State of Connecticut with an office at XXX Main Street, Waterbury, CT 06706 (the “Contractor”) and XXXXX of 123 America Street, Waterbury, CT 06708 (the “Owner”), owner of the property known as 123 Anywhere Street, Waterbury, Connecticut 06702 (the “Property”).

**WHEREAS**, The U. S. Department of Housing and Urban Development (“HUD”) Office of Healthy Homes and Lead Hazard Control has made funds available to the City of Waterbury (“City”) to implement the Healthy Homes Program (“Program”), the funding for the entire Program being provided in whole or in part through awards from HUD to the City; and

**WHEREAS**, City, having received such grant, is undertaking educational and environmental interventions to identify and control lead-based paint hazards in eligible housing and to reduce the potential lead hazards to children who are at risk of lead poisoning; and

**WHEREAS**, the Owner’s Proposal for the Property (also referred to herein as “Project”) consists of the Owner’s Application, City’s Bid Documents including Invitation to Bid, Instructions to Bidders, Bid Form, Bid Addenda (if any), Lead Hazard Reduction Plan for the Property, drawings, supplemental conditions and Contractor’s responses; and

**WHEREAS**, City is entering into a separate agreement with Owner to provide funds, in whole or in part, from City for the purpose of performing lead hazard reduction work at the Property pursuant to HUD regulations and in accordance with the Healthy Homes Program Policies and Procedures; and

**WHEREAS**, the Owner and the Contractor would like to set forth in writing their agreement regarding the reduction of lead hazards to be performed at the Property.

**NOW THEREFORE**, the parties agree and covenant as follows:

**1. SCOPE OF SERVICES**

The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this Contract and such shall be completed in a satisfactory manner, as reasonably determined by the Owner and the City of Waterbury. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (a) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements there under, and (b) generally accepted professional standards.

The Project consists of lead-based paint hazard risk reduction at the Property, in accordance with HUD standards and in conformance with all applicable Federal and State laws, statutes and regulations



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governing the services outlined in the Scope of Services including but not limited to HUD's Lead Safe Housing Rule (24 CFR Part 35); HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing; the EPA's rule on Lead-Based Paint Poisoning Prevention in Certain Residential Structures (40 CFR Part 745); and the State of Connecticut Lead Poisoning Prevention and Control Regulations Section 19a-111-1 through 19a-111-11.

This executed instrument plus the items listed below which are attached hereto as Attachment A or incorporated herein by reference if so specified, are hereby made a material part hereof, are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"):

- Lead Hazard Reduction Plan for the Property, drawings, and supplemental conditions (hereinafter referred to as "Scope of Services") (**Incorporated by reference**)
- Bid Forms, including the City's Bid documents and the Contractor's responses (**Incorporated by reference**)
- Bid Addenda, if any (**Incorporated by reference**)
- All amendment(s) and Change Orders, issued by the Owner after execution of Contract (**Incorporated herein by reference**)
- Federal Labor Standards provisions form HUD-4010 (**Attached**)
- 100% Performance Bond (if applicable) (**Incorporated by reference**)
- Certificates of Insurance (**Incorporated by reference**)
- All applicable Federal, State and local statutes, regulations charter and ordinances (**Incorporated herein by reference**)
- All required Federal, State and local permits and licenses (**Incorporated herein by reference**)

## **2. QUALIFICATION, LICENSING AND ACCREDITATION**

The Contractor represents that its employees are fully licensed and certified to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the Owner and City rely upon these. All trade and home improvement contractors and subcontractors must be licensed by the State of Connecticut Department of Consumer Protection and all lead abatement contractors must be licensed and certified by the State of Connecticut Department of Public Health. Additionally, all contractors and subcontractors must be certified by the United States Department of Environmental Protection to conduct lead-based paint renovation, repair and painting activities. All Contractors' employees and/or any subcontractor's employees performing home improvement work under this Contract shall hold certificates of training in lead-safe work practices recognized by the State of Connecticut or HUD. All of Contractor's employees and/or any subcontractor's employees performing abatement work must be licensed and certified as lead abatement workers. If Contractor or any of its sub-contractors are found to have withheld information pertinent to job qualifications and performance from Owner or the City, including filing false or misleading information on Contractor's application to City or about license and/or training status, the Contractor or its sub-contractor, as appropriate, shall forfeit an awarded bid and/or cease any work already begun under this Contract and forego monies then due under this Agreement.



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**3. REPRESENTATIONS REGARDING PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**4. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Attachments hereto, perform the following coincident with the performance of this Contract:

**A. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City and the Owner, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

(1) it conducted or had the opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

(2) its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

(3) it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project.

(4) it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs.

(5) has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;



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(6) has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents.

(7) agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project.

(8) has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications.

(9) has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

(10) the Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

**B. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work.

**C. Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the Owner.

**D. Cleaning Up.** The Contractor shall at all times keep the Property orderly and as free as practicable of accumulations of dust during the course of work as determined by the City and free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the work "broom clean" or its equivalent, unless more exactly specified.

**E. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand



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name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the Healthy Homes Program.

In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**F. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned.

**G. Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract documents, or (2) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

**H. Permits and Licenses and Notices.** Contractor shall secure, obtain and pay for all permits and all licenses and shall provide all notices required, or necessary, or prudent for the performance of the Contractor's Scope of Services.

**I. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the site.

**J. Review by the City.** The Contractor shall permit the City, the Owner and the City's and Owner's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

**K. Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment for a period of three (3) years after completion of the Project. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the City or applicable Federal agencies.

**L. Paint Specifications.** The Contractor shall not use or cause to be used, or allow any subcontractor to use any paint which contains more than six-one-hundredths or one percent lead by weight (calculated as lead metal) in total nonvolatile content of paint or the equivalent measure of lead in the dried film or paint already applied. The Contractor further agrees to include the prohibition of the use of "Lead-Based Paint" as described above, in any agreement with any subcontractor in which the scope of work includes painting.



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**M. Independent Contractor Relationship.** No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**5. OWNER RESPONSIBLE FOR DISPOSAL OF LEAD-CONTAINING WASTE**

The Owner shall be responsible for the proper, legal disposal of all lead-containing materials that are generated from the Property during the performance of this Agreement. The total waste will be under 10 cubic yards. The Owner shall provide for the safe, legal storage of the lead-containing waste prior to its disposal and shall ensure that said waste is not accessible to other persons on the Property and does not contaminate the ground or area around it. The Owner hereby certifies that the Owner has access to a viable, legal outlet for the disposal of lead-containing waste.

**6. CONTRACT TIME**

The Contractor shall commence the Project within a reasonable time period after execution of this Contract, but in any event, no later than \_\_\_\_\_. All lead hazard control work shall be satisfactorily completed on or before \_\_\_\_\_. The Project shall be deemed complete on the date that the Healthy Homes Program receives a written clearance report confirming that the Property has been cleared of all lead hazards in accordance with the Scope of Services contained herein.

**Time is and shall be of the essence for completion of the Project.** The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Project.

The Owner shall allow the Contractor access to the property provided the Contractor gives the Owner twenty-four hours notice. The Owner is responsible for notifying all tenants and insuring that the Contractor has access to all rental property. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, during the work.

The Contractor shall at the sole discretion of the Project Director be assessed the sum of TWO HUNDRED FIFTY (\$250.00) DOLLARS per calendar day for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for completion set forth in this Article 6. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

**7. CONTRACT PRICE AND METHOD OF PAYMENT**

The Contractor shall be paid the sum of **XXX Thousand, XXXX Hundred XXX Dollars (\$XXXX.00)** ("Contract Price"), for the satisfactory performance of all of the terms and conditions of this Agreement as determined by the Owner and the City.

**A. Payment Schedule.** Except as otherwise set forth herein, all HUD grant funds earmarked for the Project shall be retained in an account administered by the City. Upon completion of the Project and receipt by the Healthy Homes Project Director of a written clearance report confirming that the Property has been cleared of all lead hazards, completion of all punch



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list items and confirmation that the Owner has paid Contractor the Owner's share of the Project contract price, the City will issue a check, payable to the Contractor, for Ninety (90%) Percent of the grant assistance amount. However, in the event that a progress payment or payments has/have been made pursuant to the provisions of 7. B. hereunder, the City will issue a check, payable to the Contractor in an amount that when added to any progress payments made, shall equal Ninety (90%) Percent of the grant assistance amount. The remaining Ten (10%) Percent of the grant assistance amount will be paid in a similar manner on the 30<sup>th</sup> day following the aforementioned payment, providing Owner has not found any defect in workmanship and/or materials. The Owner does not waive any rights that he/she may have under the Contract for defective workmanship and materials discovered after the expiration of the aforementioned 30-day period.

**B. Progress Payments.** On Projects with a Contract Price in excess of FIFTEEN THOUSAND (\$15,000.00) DOLLARS **and** at the sole discretion of the Program Director of the Healthy Homes Program, no more than two (2) progress payments, when added together, total no more than Twenty-Five (25%) percent of the Contract Price may be made to the Contractor for partial completion of the Project; provided that: 1.) this work has been inspected and approved by the City's Environmental Consultant and by the Project Director of the Healthy Homes Program; 2.) Contractor has provided to the City an original confirmation signed by all persons, firms and corporations who have furnished or have contracted to furnish services, labor or materials in the performance of the Project that they have been fully and unconditionally paid for said services, work or materials pursuant to any outstanding contract, agreement or arrangement and whereby they release any claim of lien which they have or may have against the subject lot, land, buildings and appurtenances; and 3.) Contractor has provided to the City an original signed and notarized General Contractor's Affidavit and Indemnity Agreement.

**C. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the Owner and the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

**D. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner and the City all moneys that the City and/or Owner may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.



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**E. Assignment of Obligations.** If Contractor fails to complete the Project in accordance with the obligations contained in Section 6 of this Contract, Contractor agrees, upon receipt of written notice from the City, to assign its remaining obligations to a contractor chosen by the Healthy Homes Program Administrator. Contractor agrees that, in the event the new contractor exceeds the original Contract Price in order to complete the Project, Contractor herein shall be responsible for those costs that exceed the original Contract Price as adjusted at the sole discretion of the Healthy Homes Program Administrator.

**F. Owner's Right to Cancel.** This Contract shall be null and void should Owner serve written notice of cancellation of this Contract to Contractor and to the City at any time prior to midnight of the third business day following the date of this Contract. Accordingly, the following notice is provided to Owner:

YOU, THE OWNER(S) MAY CANCEL THE TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (Attachment A) FOR AN EXPLANATION OF THIS RIGHT, WHICH NOTICE IS INCORPORATED HEREIN AND PROVIDED TO YOU IN ACCORDANCE WITH LAW.

**8. GUARANTEE & WARRANTY OF TITLE**

**A. GUARANTEE** –The Contractor shall guarantee all work on the Project against any defects in workmanship and materials for a period of one (1) year from the date of final completion of the Project. The Project shall be deemed complete on the date that the Healthy Homes Program receives a written clearance report confirming that the property has been cleared of all lead hazards in accordance with the Scope of Services contained herein. The Contractor shall promptly remedy any defects in the work performed at his own expense, and pay for any damage to other work on the property resulting from defects or neglect in the Project. This will be effective during the period of time covered by this guarantee. Neither the final certificate or payment nor any provisions in the Contract shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability with respect to any expressed warranties or guarantees or responsibility for faulty materials or workmanship.

**B. WARRANTY OF TITLE** – Materials, supplies or equipment purchased by the Contractor on account of the Owner shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated as part of the Project work and upon completion of said Project, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing material or labor for any part of the Project shall have any right to a lien upon any improvement or appurtenance thereof. The provisions of this subsection shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the Project when no formal contract is entered into for such materials.

**9. PASSING OF TITLE AND RISK OF LOSS**

Title to the completed Project and to all materials, supplies, site work, etc on account of which any payment has been made by or on behalf of the Owner shall be in the name of the Owner.





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**10. INDEMNIFICATION**

**A.** The Contractor shall indemnify, defend, and hold harmless the Owner and the City, and the Owner's and City's agents, officials, employees, heirs and assigns from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**B.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the Owner and the City from any fine, penalty or other amounts imposed on the Owner under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**C.** In any and all claims against the Owner or the City or against any of the City's agents, officials and employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

**D.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner and City as provided herein.

**E.** Owner and Contractor acknowledge and agree that neither the City nor the Healthy Homes Program is a party to this Contract. Owner and Contractor and their agents, employees and subcontractors agree, jointly and severally, to indemnify, hold and save harmless City, Healthy Homes Program, and the City's agents, officials and employees from any and all losses, claims, or damages of every nature or description resulting from any acts or omissions, including, but not limited to reasonable attorney's fees arising out of or in connection with this Contract.

**F.** Royalties and Patents. The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the Owner and the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**11. PERFORMANCE BONDS**

In the event that the Contract price exceeds \$50,000.00, the Contractor shall furnish to the City, prior to the execution of this Contract, a performance bond written for a penal sum equaling the Section 7



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"Contract Price" in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 hereinabove, or (ii) 365 calendar days after the final completion date.

**12. CONTRACTOR'S INSURANCE**

The Contractor shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved in writing by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

At no additional cost to the Owner or the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the Owner and City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

The Contractor's General, Automobile, Pollution, and Excess Liability Insurance policies shall be endorsed to add the Owner and City as an additional insured. The insurance afforded the Owner and City as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months following the termination date of this Contract.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

- 
- A. General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate
  - B. Automobile Liability Insurance: \$1,000,000 per Accident, combined single limit (CSL)
  - C. Workers' Compensation: Statutory Limits within the State of Connecticut
  - D. Contractors Pollution Liability Insurance: \$1,000,000 per Occurrence (or per Claim if a Claims Made policy) / \$1,000,000 Aggregate coverage.
  - E. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.
-



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- A. **General Liability Insurance:** Providing coverage to protect the City and the Property Owner for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. **Automobile Liability Insurance:** Providing coverage to protect the City and the Property Owner with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle
- C. **Workers' Compensation:** Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- D. **Contractors Pollution Liability Insurance:** Contractors Pollution Liability coverage is intended to respond to claims arising out of the contractor's errors, acts or omissions from abatement activities that may result in injury or harm to others not otherwise covered by the General Liability Insurance.
- E. **Excess General Liability Insurance:** Comprehensive general liability umbrella insurance coverage.

**Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**Cancellation:** THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

**Certificates of Insurance:** Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury and the Property Owner as additional insureds, as follows: " (Name and address of Property Owner) and the City of Waterbury , One Jefferson Square, Waterbury, CT 06706 are listed as additional insureds as their interests may appear for General Liability, Auto Liability Excess Liability and Pollution Liability". The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of 30 calendar days has been mailed to the Project Director of the Healthy Homes Program, One Jefferson Square, Waterbury, CT 06706 with a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

Upon request the Contractor shall deliver to the City and to the Owner a copy of the Contractor's insurance policies and endorsements and riders.



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**13. OTHER WORK INCLUDING CHANGE ORDERS**

**A.** The Owner and Contractor agree that no work of any kind, other than that contained in the specifications or as a direct result of the specifications for this Project, will be undertaken prior to the completion of the Project.

**B. Change Orders:**

- No change orders are to begin without written approval, which shall be obtained through the City's Healthy Homes Office.
- Change order billings must be accompanied by the appropriate receipts from subcontractors and material suppliers.

Any violation of this Section 13 will render this Agreement null and void. The City's funding to the Owner for the work to be performed hereunder will be withdrawn and any and all expenses incurred will be the sole responsibility of the Owner.

**14. SUBCONTRACTING**

The Contractor shall not, without the **prior written** approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City and Owner as an additional insured parties and said subcontractors shall deliver to the City and Owner a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

The Contractor shall be as fully responsible to the City and Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**15. ANTI-KICKBACK REGULATION**

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 984, Stat. 62, Stat. 862; Title 18 U.S.C. Sec. 874; and Title 40 U.S.C., Sec. 276C), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontractors, to insure compliance therewith by all subcontractors subject to, thereto, and shall be responsible for the submission of statements required of subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

**16. DISPUTES**

In the event a dispute arises respecting the Scope of Work, or the meaning of any provision of this Contract, or should any dispute arise respecting the actual value of the extra work or of work omitted, or of improper workmanship and/or materials, or of any loss sustained by the Owner, and if the manner of its estimation is not herein otherwise provided for, the same shall be determined in the following manner. Both parties will share equally in the cost of arbitration. Each of the parties will select one arbitrator and the two arbitrators shall select a third, and the decision of the majority is final, conclusive, and binding



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upon the parties hereto. In the event of a dispute and one party designates his arbitrator to the other party in writing, the other party must designate his arbitrator within five (5) days thereof, in writing or shall be deemed in default. In the event that the two arbitrators are unable to agree upon a third arbitrator, then the City, upon the application of either party, shall appoint the third arbitrator. The decision of the arbitrator shall be final and conclusive and shall be binding upon the parties hereto.

It is understood and agreed by the parties hereto that neither party will institute any form of legal action, including, but not limited to, attaching the assets of the other party, unless and until it has made a good faith attempt to have the dispute resolved in accordance with the provisions above.

### **17. INTEREST OF PUBLIC OFFICIALS**

No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract, proceeds of this grant or to any benefit arising from the same. No officer, employee, or member of the governing body of the City of Waterbury who exercises any functions or responsibilities in connection with the carrying out of the lead hazard control program to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

### **18. NOTICIES AND PROCESSES**

A notice, process, or other communication pertaining to this Contract by either party to the other or to the City shall be sufficiently given or delivered, if it is personally delivered (in the case of a Partnership, to any of the individual owners; in the case of a Corporation, to any of the officers) by certified mail, postage prepaid as follows:

- A. In the case of the Contractor, the address given by the Contractor in this Agreement, or to such person or persons designated by the Contractor as the supervisor of the lead hazard control work.
- B. In the case of the Owner, to the address given by the Owner in this Contract.
- C. In the case of the City, to the Healthy Homes Office, One Jefferson Square, Waterbury, CT 06706 with a copy to: Office of the Corporation Counsel, 235 Grand Street, 3<sup>rd</sup> Fl., Waterbury, CT 06702.
- D. Or to such other address with respect to any such party as that party may from time to time designate in writing and forward to the other and the City.

### **19. CERTIFICATION OF CONTRACTOR**

The undersigned certifies that he or she is duly authorized to execute this Agreement for and on behalf of the Contractor by authority of its governing body, and is within the scope of its powers.

### **20. CONFORMANCE WITH FEDERAL, STATE AND OTHER JURISDICTIONAL REQUIREMENTS**

By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Executive order 11246 of September 24, 1965, entitled "EQUAL EMPLOYMENT OPPORTUNITY" , as amended by Executive Order 11375 of October 13, 1967, and as supplemented in 41 CFR Chapter 60; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); Occupational Safety and Health Administration (O.S.H.A.) Standards 29 CFR 1926 and COMMUNITY DEVELOPMENT ACT of 1974, as amended and Title 31 of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

Furthermore, the Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City of Waterbury's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

### **21. LABOR AND WAGES**

The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this agreement. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

### **22. FEDERAL LABOR STANDARDS PROVISIONS**

Contractor shall be required to comply with the Federal Labor Standards Provisions as applicable. Said provisions are attached hereto as "Attachment B" and made a material part hereof.

### **23. HOUSING AND URBAN DEVELOPMENT "SECTION 3"**

In the event this agreement is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u



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(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

**B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

**C.** The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**D.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

**E.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

**F.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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**24. CLEAN AIR ACT AND CLEAN WATER ACT**

For contracts in excess of \$100,000.00, Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR part 15).

**25. NON-COLLUSIVE CERTIFICATION OF CONTRACTOR**

Furthermore, the Contractor attests that the Contract Price is genuine and not a collusive or sham price.

Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other contractor, bidder, firm or person to submit a collusive or sham price or bid in connection with the work to be performed under this Agreement or to refrain from pricing or bidding in connection with such work, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other contractor or bidder, firm or person to fix the price or prices of any other contractor or bidder, or to fix any cost element of the offer through the collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner and/or City of Waterbury or any person interested in this Agreement.

In addition, the Contractor further certifies that:

1. No federally 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, 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;

2. If any funds other than federally 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 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;

3. It will require that the language in Article 22 (as listed in numbers 1 and 2) herein of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**26. SPECIAL CONDITIONS**

For all lead-based paint hazard control projects, the Contractor will be responsible for the cost of additional dust wipe clearance samples should the first round of samples fail the initial clearance test performed by the environmental consultant.





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**27. TERMINATION**

**A. Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner or the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the Owner and the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) days before the effective date of such termination.

In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the Owner, become the Owner's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Contract by the Contractor, and the Owner and/or the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due from the Contractor is determined.

**B. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**C. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds to the Owner by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City or the Owner shall have the right to terminate this Contract in whole or in part without penalty to the City or the Owner in the event that sufficient funds to provide for City payment(s) on behalf of the Owner under this Contract are not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City or the Owner shall have the right to terminate this Contract in whole or in part without penalty to the City or the Owner.

(1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment on behalf of the Owner under this Contract are not appropriated, authorized or otherwise made available by law, the City or Owner shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been



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appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

(2) **Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor on behalf of the Owner for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

(3) **No Payment for Lost Profits.** In no event shall the City or the Owner be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

### **D. Rights Upon Termination.**

(1) **Termination for Cause.** In the event the City or the Owner terminates this Contract for cause, the Contractor shall relinquish to the Owner any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City or the Owner. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Contractor on behalf of the Owner for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City or the Owner, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

(2) **Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor on behalf of the Owner, and the owner shall pay any Owner share, as applicable, for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the Owner as of the Termination Date and the Contractor shall relinquish to the Owner any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City on behalf of the Owner (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.



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(3) Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

**28. CITY CODE OF ORDINANCES, ETHICS AND CONFLICT OF INTEREST CODE PROVISIONS.**

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

**A.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**B.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or qualifications therefore.

**C.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Firm or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**D.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**E.** Upon a showing that a subcontractor made a kickback to the City, a prime Firm or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.



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**F.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**G.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinance; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person.

**H.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

**I.** The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply will, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**J.** The Firm hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: [www.waterbury-ct.gov/content/609/930/933.aspx](http://www.waterbury-ct.gov/content/609/930/933.aspx) [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

**K.** The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

**L.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of



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Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

**M. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

**N. PROHIBITION AGAINST CONTINGENCY FEES.** The Firm hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**O. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Firm set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Firm records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

### **29. FORCE MAJEURE**

Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**A.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

**B.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 6 of this Contract.

### **30. SEVERABILITY**

Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

### **31. SURVIVAL**

Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.



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**32. BINDING CONTRACT**

The Owner and the Contractor each bind themselves, and their heirs, successors, assigns and legal representatives to the other party to this Contract and to the heirs, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**33. WAIVER**

Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**34. GOVERNING LAWS**

This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**IN WTNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in one original and three copies on the day and year first above written.

Witness:

\_\_\_\_\_  
Francis Ford

\_\_\_\_\_  
Rachel DiVenere

**CONTRACTOR:  
XXXX CONSTRUCTION, LLC**

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

Title: Member

Address: XXXXXXXXXXXXXXXXXXXX  
City, State, Zip: XXXXXXXXXXXXXXXXXXXX

Witness:

\_\_\_\_\_  
Francis Ford

\_\_\_\_\_  
Rachel DiVenere

**OWNER**  
  
\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX



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Appendix U – Declaration of Restriction

**Return To:  
Office of the Corporation Counsel  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702**

**DECLARATION OF RESTRICTIONS**

This Declaration is made this \_\_\_\_ of Month, 2012, by Owner of 123 Anywhere Street Waterbury, CT 06710

**WITNESSETH:**

**WHEREAS**, said Owner, (hereinafter “Owner”) is the Owner of a certain piece or parcel of land, together with the buildings and improvements thereon and appurtenances thereto located at 123 Anywhere Street in the City of Waterbury, County of New Haven and State of Connecticut, and being more particularly bounded and described in Schedule A attached hereto and made a part hereof (hereinafter “Property”); and

**WHEREAS**, the Owner and the **City of Waterbury** (hereinafter “City”) intend to enter into an Owner-City Agreement (hereinafter “Agreement”) with respect to the Property whereby the City will provide the Owner with grant assistance for the purpose of facilitating certain lead hazard control work to be performed on the Property in accordance with the terms of the Contract for Lead Hazard Control Work between the Owner and the Contractor (hereinafter “Contract”), the Agreement, and the Policies and Procedures of the Healthy Homes Program; and

**WHEREAS**, in consideration of such grant assistance, the Owner wishes to incorporate into this Declaration of Restriction the terms and conditions of the Agreement, the Contract and the Policies and Procedures of the Healthy Homes Program intending thereby that the terms of such Agreement and the Policies and Procedures of the Healthy Homes Program become part of this Declaration; and

**WHEREAS**, the City and the Owner have agreed, in consideration of the three-year grant of \$XXX, per each of \_\_ units, totaling \$\_\_\_\_\_, to the terms specifically set forth in the Agreement and the Policies and Procedures of the Healthy Homes Program.

**NOW THEREFORE**, Owner does hereby covenant and agree that throughout the three-year Grant Period, commencing on the date of the letter issued by the City of Waterbury Director of Public Health confirming that the Property has been cleared of all lead hazards and in accordance with the Scope



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

of Services as set forth in the Contract (hereinafter "Completion Date"), Owner shall:

1. Comply with the Agreement and with the Policies and Procedures of the Healthy Homes Program.
2. Not transfer all or any part of the ownership of the Property for the three-year period of the grant. This would include, but not be limited to, foreclosure, voluntary transfer and/or sale of the property. Owner acknowledges that the grant may not be assigned to a purchaser of the Property. Failure to comply with this Restrictive Covenant, which will be recorded in the Waterbury Land Records, shall require the participant to repay the balance of the grant amount immediately upon transfer of the Property.
3. Maintain the Property in compliance with all City and State Codes, regulations, ordinances and statutes governing residential and as applicable, rental property.
4. Not increase the rent being charged for any of the dwelling units nor shall Owner alter any other terms and conditions of occupancy without the prior written consent of the City (and only in accordance with the U.S. Department of Housing and urban Development Fair Market Rent ceilings for the Waterbury Area) and Owner shall comply with the terms of the Rent Regulatory Agreement executed of even date herewith. In the event Owner does increase the rent in violation of the Rent Regulatory Agreement, Owner shall be required to pay all proceeds of such increases to the Healthy Homes Program.
5. Agree to a Period of Affordability as set forth below:

**For non-Owner-occupied housing:**

- 50% of the units must be occupied by or made available to families with incomes at or below 50% of the area median income level;
- the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level;
- in buildings containing more than 5 units, up to 20% of the units may exceed 80% of the area median income level;
- when renting units, Owner shall give priority, to families with a child under the age of six years (but a child is not required to reside at the unit at the time of assistance);

**For Owner-occupied housing:**

- all units shall be the principal residence of families with incomes at or below 80% of the area median income level; and
- not less than 90% of the units shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6) years spends a significant amount of time visiting





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

If, at any time, the Property is found to be in violation of any of the foregoing, and the Owner cannot remedy the problem or if Owner fails to remedy the problem(s) within a reasonable time as determined by the City, Owner shall be required to repay the balance of the grant assistance.

The City may, upon application to and approval by its Board of Aldermen, waive all or any part of the outstanding balance of the grant upon proof of hardship that is the direct result of the death of an Owner, dissolution of the marriage between Owners, transfer of employment to a different geographical area or accident or illness of an Owner.

**IN WITNESS WHEREOF**, Owner, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_, 201\_\_.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Owner:

\_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_, 201\_\_, before me the undersigned officer, personally appeared, \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and who acknowledged that he/she executed the foregoing instrument as his/ her free act and deed for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Veronica C. Munoz-Sahintepe  
Notary Public  
My Commission Expires: 6/30/2016



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix X – Corporate Resolution**

**CORPORATE RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_ Corporation, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**LIMITED LIABILITY COMPANY RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member/Manager of \_\_\_\_\_, LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

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



CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of \_\_\_\_\_

SS.: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** \_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the Contractor that has submitted the attached agreement.
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
  - \_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - \_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Service or Material</b>	<b>DOB</b>
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Service or Material</b>	<b>DOB</b>
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ) :

<b>Organization Name</b>	<b>Address</b>	<b>Type of Ownership</b>
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership**

In presence of:

\_\_\_\_\_

\_\_\_\_\_  
 (Name of Partnership)

\_\_\_\_\_

By:

\_\_\_\_\_  
 (Name of General Partner)

\_\_\_\_\_



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

(Business Address)

**For Corporation**

\_\_\_\_\_  
Attest

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

Affix Corporate Seal

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Name of Authorized Corporate Officer)

Its \_\_\_\_\_  
(Title)

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she answers to  
the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_/\_\_\_/20\_\_\_



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2012)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

(Service or Commodity Covered by Contract)

(Term of Contract)

-----  
=====

(Service or Commodity Covered by Contract)

(Term of Contract)

-----  
=====

(Service or Commodity Covered by Contract)

(Term of Contract)





**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

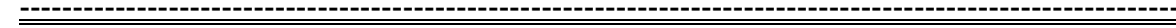
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with Financial Interest**

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

-----

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

Hand-Delivered



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**ATTACHMENT "B"**

**NOTICE OF CANCELLATION**

\_\_\_\_\_ Date of Transaction

You may cancel this transaction, without penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you, will be returned within ten business days following receipt by the Contractor of your Cancellation Notice, and any security interest arising out of this transaction will be cancelled.

If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or comply with the instruction of the Contractor regarding return shipment of goods at the Seller's expense and risk.

If you do not make the goods available to the Contractor and the Contractor does not pick them up within twenty days of the date of Cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to

\_\_\_\_\_ Name of Contractor

at

\_\_\_\_\_ Address of Contractor

no later than midnight of \_\_\_\_\_. (Do not count Sundays or date Contract is signed)

I Hereby Cancel this Transaction.

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

Date

**Appendix Y – Job Site Inspection Report**

Property Address: \_\_\_\_\_ Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Date Construction Began: \_\_\_\_\_ Abatement: Yes \_\_\_ No \_\_\_

**Date: / / @**

**By:**

**Scope of Work Issues:**

**Are all proper Lead Containment measures being taken?**

Wearing safety-gear: Yes \_\_\_ No \_\_\_

Using Hepa-Vac: Yes \_\_\_ No \_\_\_

Wet-scraping of paint: Yes \_\_\_ No \_\_\_

Using 6mm Poly: Yes \_\_\_ No \_\_\_

**Are Notices Posted in visible area?**

Notice to Residents: \_\_\_\_\_

**Follow Up:**

**Comments:**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix Z – Change Order**



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
 CONNECTICUT

**HEALTHY HOMES**  
**CHANGE ORDER REQUEST**

Project Address \_\_\_\_\_ Date \_\_\_\_\_

Contractor \_\_\_\_\_ P.O.# \_\_\_\_\_

Change Order#, \_\_\_\_\_

<i>Provide a detailed description of the changes requested as well as the reason for the change</i>	Cost Estimate

All changes must be authorized before installing. Refer to Section 12 of the contract.

Homeowner Notified of Changes By: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval Recommended: \_\_\_\_\_ Date: \_\_\_\_\_  
Construction Coordinator

Approval Granted: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Public Health

**ORIGINAL**



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix AA – Contractor Punch List**

Healthy Homes

Project Completion Walk-Through Punch List

**Date of Inspection:**

ITEM	COMPLETED

I acknowledge that the above item(s) were identified during the walk through and understand that they must be completed prior to final certification of completion.

\_\_\_\_\_  
Property Owner Date

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Construction Coordinator Date





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

Appendix BB – Contractor’s Certification of Completion



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

**CONTRACTOR’S CERTIFICATION OF COMPLETION**

RE: Contract for Lead Hazard Control Work

By and between

Contractor: ABC Builders, LLC

And

Owner: John Smith

For property at:

Date of Contract:

The undersigned Contractor hereby certifies that to the best of the Contractor’s knowledge, information and belief, the Project covered by the Contract for Lead Hazard Control Work and all of the Contractor’s obligations there under have been completed in accordance with the contract documents and that all of the Contractor’s payment obligations have been fully completed.

STATE OF CONNECTICUT

: ss \_\_\_\_\_, \_\_\_\_\_, 2012

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

Print name:

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

Subscribed and sworn to me by \_\_\_\_\_ on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public, My commission expires: \_\_\_\_\_



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix CC– General Contractor’s Affidavit and Indemnity Agreement**

\_\_\_\_\_  
Flooring/floor refinisher  
\_\_\_\_\_  
Stair Builder  
\_\_\_\_\_  
Roofer  
\_\_\_\_\_  
Kitchen cabinets  
\_\_\_\_\_  
Stone  
\_\_\_\_\_  
Concrete/concrete block/asphalt  
\_\_\_\_\_  
Storm Doors and Windows

\_\_\_\_\_  
Lumber supplies  
\_\_\_\_\_  
Landscaping  
\_\_\_\_\_  
Well Drilling  
\_\_\_\_\_  
Other (specify)  
\_\_\_\_\_  
Other (specify)  
\_\_\_\_\_  
Other (specify)  
\_\_\_\_\_  
Other (specify)

**GENERAL CONTRACTOR’S  
AFFIDAVIT AND INDEMNITY AGREEMENT**

STATE OF CONNECTIUCT  
  
COUNTY OF NEW HAVEN

Date:  
  
ss:

I, being the GENERAL CONTRACTOR, or being an authorized officer and/or agent of the below-name corporate GENERAL CONTRACTOR, engaged in construction on the above-described property, after being duly sworn, depose and say: (1) that I have read the within and foregoing Mechanic’s Lien Waiver; (2) that the persons, firms, and corporations who have executed said confirmation are the only persons, firms, and corporations who have finished or have contracted to furnish services, labor, or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that I have no notice of any claim of any subcontractor, laborer or material man against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that the City of Waterbury, the Waterbury Development Corporation and the property owner will rely upon the truth of the statements made herein; (5) that, in order to induce the City of Waterbury, the Waterbury Development Corporation and/or the property owner to advance funds for the construction or repair of the property, I individually, or said corporate GENERAL CONTRACTOR, do/does hereby agree to indemnify the City of Waterbury, the Waterbury Development Corporation and the property owner, and agree to hold them harmless by reason of any and all loss, cost or damage, including attorney’s fees and court costs, which it may sustain by reason of the recording of any and all mechanics’ liens against said property by any person or entity claiming under any subcontract with the undersigned; and (6) that, if any such mechanics’ liens are recorded against said property, I or said corporate GENERAL CONTRACTOR, will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

GENERAL CONTRACTOR  
By \_\_\_\_\_, Its \_\_\_\_\_  
Subscribed and sworn to by \_\_\_\_\_,  
Before me, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix DD – Contract Execution Letter**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

Insert Date Here

Mr. XXXXXX, Member  
XXXXXX, LLC  
XXXXXXXXXX Street  
Waterbury, CT 06705

*Via Certified Mail 701027800001XXXX*

RE: Healthy Homes Lead Hazard Reduction Program  
1234 XXXX Avenue, Waterbury, Connecticut

Dear Mr. XXXXX:

Attached are copies of the executed contracts with respect to the aforementioned address:

- *Contract for Lead Hazard Control Work*
- *Limited Liability Company Resolution*

Pursuant to the Contract for Lead Hazard Control Work, the above reference project is scheduled to commence on or before XX-XX-XXXX and must be completed no later than XX-XX-XX. Please contact our office with the project's commencement date and review *Article "5"* of the contract which states, the program may take action if the contractor fails to comply with the terms set forth.

Kindly contact Healthy Homes at 203-597-6786, if you have any questions or wish to discuss this matter further. On behalf of the Healthy Homes Staff, we wish to thank your for helping us make Waterbury a safer and healthier community.

Sincerely,

XXXXXXXX  
Project Director

FF/vcms  
Enc.: as noted



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix EE – Letter of Compliance**



**WATERBURY LEAD AND HEALTHY HOMES**

September 12, 2011

**Article No.**

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: 123 Anywhere Street, Waterbury, Connecticut 06706

Dear Property Owner:

Work on the aforementioned property (COMMENT: important to identify the units cleared in the event that there are other units in the building that were not eligible for lead hazard reduction) was completed and the final clearance results were received. This letter of compliance states that the lead inspector found the property to be lead safe at the time of inspection.

Post abatement inspections were conducted on September 12, 2011. The lead abatement work was completed and found to be in compliance with Section 19a-111-4(e) (2) of the regulations of Connecticut State Agencies. Attached are copies of the lead analysis results for your reference.

As you are aware, lead based surfaces need to remain intact for a period of three (3) years. It is the homeowners' responsibility to follow the lead management plan which is located in Section I & II of the plan dated Month Day, Year and to assure compliance with Sections 19a-111-1 through 19a-111-11 of the regulations of Connecticut State Agencies.

Please keep this letter of compliance and its enclosed attachments with your permanent records. Should you have further questions or concerns, please feel free to contact our office at (203) 574-6780.

Sincerely,

Name of the Director of Health  
City of Waterbury  
Director of Public Health



CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)

Appendix FF – Project Close-Out Form  
HEALTHY HOMES

**Project Completion Walk-Through Certification**

Check One:

- \_\_\_\_\_ Project Certification
- \_\_\_\_\_ Progress Certification

Project Address:

- Owner: \_\_\_\_\_
- Contractor: \_\_\_\_\_
- Date of Inspection: \_\_\_\_\_

Check One:

- \_\_\_\_\_ Project has been completed in a satisfactory manner and in accordance with the scope of services.
- \_\_\_\_\_ Project is not complete, refer to the attached punch list

Owner has been issued the following items:

- |       |  |                      |
|-------|--|----------------------|
| _____ | Initial Inspection/ Risk Assessment      | Date/Initials: _____ |
| _____ | Clearance Letter/ Report                 | Date/Initials: _____ |
| _____ | Management Plan                          | Date/Initials: _____ |
| _____ | All warranty information from contractor | Date/Initials: _____ |

This project has been completed in accordance with conditions of the contract as well as the Healthy Homes Lead Reduction Grant Policy and Procedures, all invoices associated with this project are authorized for release.

\_\_\_\_\_  
Property Owner Date

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Construction Coordinator Date

\_\_\_\_\_  
Program Coordinator Date

\_\_\_\_\_  
Program Director (Director of Public Health) Date



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix GG – Contractor’s Certification of Completion**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

**CONTRACTOR’S CERTIFICATION OF COMPLETION**

RE: Contract for Lead Hazard Control Work

by and between

Contractor: \_\_\_\_\_

and

Owner: \_\_\_\_\_

for property at: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

The undersigned Contractor hereby certifies that to the best of the Contractor’s knowledge, information and belief, the Project covered by the Contract for Lead Hazard Control Work and all of the Contractor’s obligations there under have been completed in accordance with the contract documents and that all of the Contractor’s payment obligations have been fully completed.

STATE OF CONNECTICUT:

:ss \_\_\_\_\_, \_\_\_\_\_, 20\_\_

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

Print name:

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

Subscribed and sworn to me by \_\_\_\_\_ on this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public, My commission expires: \_\_\_/\_\_\_/\_\_\_



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix HH – Mechanics’ Lien Waiver**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

**Mechanic’s Lien Waiver**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, have rendered services, performed work or furnished materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site development or subdivision of a plot of land, on certain real property at \_\_\_\_\_, Waterbury, CT owned by: \_\_\_\_\_.

THEREFORE, we, the undersigned, in consideration of one dollar (\$1.00) and other valuable consideration received by each of us to our full satisfaction, do hereby severally waive and release all of the several liens and claims of lien which we have or may hereafter have on the above mentioned property, buildings and appurtenances pursuant to the laws of the State of Connecticut by virtue of said services rendered, work performed or materials furnished, heretofore and hereafter, upon said property, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names. A signature on any line will be binding on the party signing as to all work performed, services rendered and materials furnished.

DATE SIGNED: _____	DATE SIGNED: _____	DATE SIGNED: _____
_____	_____	_____
Air Conditioning	General Contractor	Roofer
_____	_____	_____
Boiler/Furnace	Heating Contractor	Roofing Supplies
_____	_____	_____
Carpeting	Heating Supplies	Septic Tank/Sewer Hookup
_____	_____	_____
Drywall	Plumber	Surveyor
_____	_____	_____
Excavator	Plumbing Fixtures	Tiler
_____	_____	_____
Electrician	Plumbing Supplies	Tiles
_____		
Electrical Supplies		



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix II – Contractor’s Notice of Final Payment**



**WATERBURY LEAD AND HEALTHY HOMES**

**Contractor’s Notice of Final Payment**

In order to receive the final payment due you on your completed project the following documents must be provided to the Healthy Homes office at the address shown below:

- ✓ Mechanics Lien Waiver-signed and dated
- ✓ Contractor’s Certification of Completion-notarized
- ✓ General Contractor’s Affidavit and Indemnity Agreement-notarized
- ✓ Project Final Walk Through/ Inspection (signed by Construction Coordinator/  
Homeowner)
- ✓ Signed Invoices
- ✓ Signed and approved Change orders including all receipts (If applicable)

If you have any questions, or need any of the first three forms listed, please call us at (203) 574-6786 the phone number below.

Sincerely,

XXXXXXXXXX  
Project Director





CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)

**Appendix JJ – Satisfaction Survey**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

September 12, 2011

Any Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: Property Address, Nowhere, Connecticut 06706

Dear Property Owner:

Thank you for participating in our Healthy Homes program. Healthy Homes is a federally funded grant program, administered by the City of Waterbury Department of Public Health. The goal of the program is, to reduce lead hazards within the City and to make Waterbury a safer and healthier community.

Attached is a survey with respect to the lead control work conducted on the above mentioned property. Your feedback is extremely important to the program. Kindly complete the enclosed form and return it to our office at your earliest convenience. Thank you in advance for your time and cooperation.

As a reminder, it is the homeowners' responsibility to assure that all lead based surfaces remain intact for a period of three (3) years from the date of completion as stated in the contract. Please refer to your copy of the **Lead Management Plan** to ensure the property remains in compliance with your Healthy Homes contract. Please note that our Compliance Officer will periodically contact you to schedule an inspection of your property.

If you have any questions concerning the **Lead Management Plan** please contact Healthy Homes at (203) 574-6786.

Sincerely,

XXXXXXXX  
Project Director

FFvcms

Enc.: As noted      SASE



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Healthy Homes Satisfaction Survey**

Your feedback can help us improve our program. Thank you in advance for your time!

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

Property Address (optional): \_\_\_\_\_

**Directions:**

Please answer the following questions by circling the number that best corresponds with your answer. Please answer honestly. 1 = STRONGLY DISAGREE and 4 = STRONGLY AGREE

1. Healthy Homes' staff was professional and courteous.

1      2      3      4

2. Healthy Homes' staff explained all aspects of the program in a clear and understandable manner.

1      2      3      4

3. The Risk Assessor/Lead Inspector was professional and courteous.

1      2      3      4

4. The risk assessment provided me with information about how to correct and/or repair the lead hazards in my home.

1      2      3      4

5. The quality of work performed on my home met my expectations.

1      2      3      4

**Directions:** Please provide short answers to the following questions. Please answer honestly.

6. What did you like most about the Healthy Homes Program?

---

---

---

7. What did you like least about the Healthy Homes program?

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**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix KK – Income Rental Form**

Income - Rental Form

**Household Income**

How much money do you make a year before taxes\*? \_\_\_\_\_

**\*Household Income** - the current gross annual income before deductions **from all household occupants**, and includes current wages, salaries, tips, self-employment income, interest, dividends, net rental income, income from trusts and estates; social security; retirement, survivor, or disability pensions; Veterans' (VA) payments, unemployment compensation, and alimony.

**People in Household**

How many people live in your house? \_\_\_\_\_

Are there children under the age of six (6) living in your house? Yes \_\_\_ No \_\_\_

Child's Name: \_\_\_\_\_ DOB \_\_\_\_\_ Ethnicity: \_\_\_\_\_ Doctor's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_ DOB \_\_\_\_\_ Ethnicity: \_\_\_\_\_ Doctor's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_ DOB \_\_\_\_\_ Ethnicity: \_\_\_\_\_ Doctor's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_ DOB \_\_\_\_\_ Ethnicity: \_\_\_\_\_ Doctor's Name: \_\_\_\_\_

**Note: Please select ethnicity from one of the following: Hispanic or Latino (H); White (W) (Not Hispanic or Latino); Black or African American (B/AA); Native Hawaiian or Pacific Islander (NH/PI); Asian (A); American Indian or Alaska Native (AI/AN).**

**Monthly Rent/Mortgage**

Monthly amount paid for rent/mortgage \$ \_\_\_\_\_ Number of bedrooms \_\_\_\_\_

Rent includes the following utilities: Heat \_\_\_ Electric \_\_\_ Gas \_\_\_ Water \_\_\_

Do you receive Section 8? Yes \_\_\_ No \_\_\_



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Contact Information**

**I hereby certify that the information provided above is accurate to the best of my knowledge.**

\_\_\_\_\_  
Name of person completing this form (\_\_\_\_)\_\_\_\_-\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature Date



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix LL –Lead Management Plan - Compliance**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

September 12, 2011

**Article No.**

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: 123 Anywhere Street, Nowhere, Connecticut 06706

Dear Property Owner:

Healthy Homes performed lead hazard control work on the above mentioned property. As you are aware, lead based surfaces must remain intact for a period of three (3) years. It is the homeowner's responsibility to follow the Lead Management Plan and to assure compliance with Sections 19a-111-1 through 19a-111-11 of the Connecticut State Regulations.

A walk-thru at the above mentioned property was conducted on September 12, 2011 to ensure that the property remains lead safe. At this time, the property **IS** in compliance with the Lead Management Plan. Another walk-thru will be scheduled in one year to monitor continued compliance.

Sincerely,

Construction Coordinator

Cc: file



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix MM – Lead Management Plan – Non-Compliance**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

September 12, 2011

**Article No.**

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06706

Re: 123 Anywhere Street, Nowhere, Connecticut 06706

Dear Property Owner:

Healthy Homes performed lead hazard control work on the above mentioned property. As you are aware, lead-based surfaces must remain intact for a period of three (3) years. It is the homeowners' responsibility to follow the Lead Management Plan and to assure compliance with Sections 19a-111-1 through 19a-111-11 of the Connecticut State Regulations.

A walk-thru at the above mentioned property was conducted on 9/12/2011 to ensure that it remains lead safe. At this time, the property is **NOT** in compliance with its Lead Management Plan. Your immediate attention is requested. Please contact Healthy Homes by September 30<sup>th</sup>, 2011 to discuss how to bring the property back into compliance.

Sincerely,

Construction Coordinator

Cc: file



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix NN – Fair Market Rental Rates**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**WATERBURY LEAD AND HEALTHY HOMES**

**Fair Market Rental Rates  
Waterbury – 2011**

Rental Rates must meet the following HUD guidelines for a minimum of three (3) years.

<b>Number of Bedrooms</b>				
<b>Utilities Included</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
None	\$800	\$951	\$1,138	\$1,185

COMMENT: I believe this has been updated.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix OO – Release of Deed Restriction Letter**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

**Waterbury Lead and Healthy Homes**

September 12, 2011

**Article No.**

Property Owner  
123 Anywhere Street  
Waterbury, Connecticut 06706

Re: Removal of the Declaration of Restriction  
123 Anywhere Street, Waterbury, Connecticut 06706

Dear Property Owner:

Enclosed please find the original ***Release of Declaration of Restriction***.  
It is important that you immediately record the Release on the land records at the  
City Waterbury Town Clerk's office. There will be a fee to record the document.

Should you have any questions, please contact Healthy Homes at (203) 574-6786.

Sincerely,

XXXXXXXX  
Project Director

FF/vcm

Enc.: Original Release





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix PP – Letter of Notice of Inspection**



DEPARTMENT OF PUBLIC HEALTH  
**THE CITY OF WATERBURY**  
CONNECTICUT

Date, 2012

Article No:

Property Owner  
123 Anywhere Street  
Anywhere, Connecticut 06706

Re: Notice of Inspection: 123 Anywhere Street, Anywhere, Connecticut 06706

Dear Property Owner:

Congratulations! This letter is to notify you that your application has been approved by Healthy Homes. The next step is to conduct a full risk assessment at your property to identify areas contain lead hazard and 29 potential housing related health and safety hazards. A Healthy Homes staff will contact you shortly to schedule a date and time for this inspection. Meanwhile, if you have questions, please contact our office at (203) 574-6786.

Sincerely,

XXXXXXXXX  
Project Director



CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)

Appendix QQ – Letter of Notice of Test Results



Date, 2012

Article No:

Property Owner  
123 Anywhere Street  
Anywhere, Connecticut 06706

Re: Notice of Test Results - 123 Anywhere Street, Waterbury, Connecticut 06706

Dear Property Owner:

On XXX 00, 2012, Waterbury Lead and Healthy Homes conducted a Lead Risk Assessment/ Inspection and Healthy Homes Risk Assessment with respect to the above-referenced property. Two reports are enclosed for your review: (1) **Lead Comprehensive Risk Assessment Report**, and (2) **Healthy Homes Rating System Report**. A brief summary of the findings of the lead inspection results is provided below. For detailed inspection results, please refer to the section titled “Lead Inspection Report.”

Lead-based paint interior	Positive _____	Negative _____
Lead-based paint exterior	Positive _____	Negative _____
Bare soil	Positive _____	Negative _____
Dust-lead	Positive _____	Negative _____

As part of the requirements by the US Department of Housing and Urban Development, Waterbury Lead and Healthy Homes also conducted a housing related health and safety hazards assessment at the above-referenced property. This inspection report provides a snap-shot of the dwelling and its condition at the time of inspection with regards to potential housing related hazards that may have negative impact on the health and safety of any potential occupant or visitor. This report is for your information only and the property owner is not required to remediate any identified housing related hazards at this point in time.

If you have any questions regarding the aforementioned reports, please contact the office at 203-574-6786

Sincerely,

XXXXXXXX  
Program Manager

FF/vcms

Enc: Lead Comprehensive Risk Assessment Report  
Healthy Homes Rating System Report



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix RR – Applicant Grievance Procedure Notification**

**GRIEVANCE PROCEDURE  
WATERBURY LEAD AND HEALTHY HOMES**

**INTRODUCTION**

The grievance procedure defined here is applicable to applicants who disagree with an action, decision, or inaction of the Waterbury Lead and Healthy Homes (WLHH). The grievance procedure describes the policies to be used when applicants disagree with and WLHH decision. It is the policy of WLHH to ensure that all applicants have the benefit of all protections due to them under the law.

**GRIEVANCE PROCEDURES**

**Definitions**

*Grievance* – Any dispute which an applicant may have with respect to WLHH’s decision with regards to an applicant’s eligibility and qualification of receiving the federal grant assistance to perform lead-based paint hazard control in privately owned housing. The federal grant is provided through the U.S. Department of Housing and Urban Development (HUD), the Office of Healthy Homes and Lead Hazard Control.

*Complainant* - Any applicant whose grievance is presented to WLHH.

*Hearing Officer* – A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

*Applicant* – A person who owns a residential property in the City of Waterbury.

**Applicability**

This Grievance Procedure applies to all individual grievances who disagree with WLHH’s decision with regards to an applicant’s eligibility and qualification of receiving the assistance of the federal HUD Lead Hazard Control Grant.

**Pre-Hearing Procedures**

***Informal Conference Procedures***

Any grievance shall be presented in writing to the WLHH office who issued the notice of denial on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within 30 days after the complainant received the notice of denial via certified mail and shall specify:

The particular grounds upon which it is based,  
The action requested; and



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to resolve the grievance without the necessity of a formal hearing.

Within five working days, a summary of this discussion will be given to the complainant by an WLHH representative. One copy will be filed in the applicant's file.

The summary will include: name of the participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which an formal hearing can be obtained.

### ***Dissatisfaction with Informal Conference***

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 10 working days of the date of the summary of the informal meeting.

The request for a hearing must be presented to the WLHH Office.

The request must specify the reason for the grievance request and the relief sought.

### ***Failure to Request a Formal Hearing***

If the complainant does not request a formal hearing within 10 working days, s/he waives his/her right to a hearing, and the WLHH's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the WLHH's disposition in an appropriate judicial proceeding.

### ***Right to a Hearing***

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 10 days in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the complainant waives their right to a hearing.

The WLHH will provide reasonable accommodation for persons with disabilities to participate in the hearing. The WLHH must be notified within 10 days of the scheduled time if special accommodations are required.

### **Selection of Hearing Officer**



## CITY OF WATERBURY CONNECTICUT WATERBURY LEAD & HEALTHY HOMES (WLHH)

A grievance hearing shall be conducted by an impartial person or persons appointed by the WLHH other than the person who made or approved the WLHH action under review, or a subordinate of such person.

### **Procedure to Obtain a Hearing**

#### ***Informal Prerequisite***

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

#### ***Scheduling***

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing officer promptly within 10 working days at a time and place reasonably convenient to the complainant and the WLHH.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate WLHH official.

#### ***Hearing Procedures***

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basis safeguards of due process to include:

The opportunity to examine and to copy before the hearing all documents, records, and regulations of the WLHH that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the WLHH at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.



**CITY OF WATERBURY CONNECTICUT**  
**WATERBURY LEAD & HEALTHY HOMES (WLHH)**

If the complainant or WLHH fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

The hearing shall be conducted by the hearing officer as follows:

Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

The hearing officer shall require the WLHH, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief of sought, as appropriate.

***Decisions of the Hearing Officer/Panel***

The hearing officer shall give the WLHH and the complainant a written decision, including the reasons for the decision, within 10 working days following the hearing. The WLHH will place one copy in the applicant's files. The written decision will be mailed to the address provided at the hearing via certified mail.

***Confirmation of Receipt***

I have received a copy of the Healthy Homes Grievance Procedure informing me of the grievance policy as described above.

---

Print Name

Signature

Date

---

Print Name

Signature

Date



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix SS – Healthy Homes Letter of Approval - Contractor**



**WATERBURY LEAD AND HEALTHY HOMES**

March XX, 2013

Contractor Name  
123 Anywhere Street  
Nowhere, Connecticut 06XXX

Re: Approval Letter – Address of the property

Dear Contractor:

Congratulations! The contract for the Lead Hazard Control Work at Property address is signed and executed. Enclosed is a copy of the signed contract for your file. As a friendly reminder, it is important that your firm adheres to the terms and conditions set forth in this contract and complete the lead hazard reduction work in the specified time frame.

Should you have questions, please contact Healthy Homes at (203) 574-6786.

Sincerely,

XXXXXXXXXX  
Project Director  
Waterbury Lead and Healthy Homes Program



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix TT – Healthy Homes Letter of Application Approval – Home Owner**



**WATERBURY LEAD AND HEALTHY HOMES**

March XX, 2013

Property Owner  
123 Anywhere Street  
Nowhere, Connecticut 06XXX

Re: Application Approval Letter – Address of the property

Dear Property Owner:

Congratulations! It is determined the application submitted to Healthy Homes is approved. It is important to note, the assistance is contingent upon funding from HUD and tax status. In the next two weeks, Eagle Environmental shall contact you to schedule an appointment for the following inspections: lead based-paint risk assessment and lead-based paint inspection. In addition, an inspector from our staff shall contact you to assess the condition of the home, using the Healthy Homes Rating System which identifies the twenty-nine housing hazards for each unit. A report will be generated and provided to you for identification purposes only.

Should you have questions, please contact Waterbury Lead and Healthy Homes at (203) 574-6786.

Sincerely,

XXXXXXXX  
Project Director  
Waterbury Lead and Healthy Homes Program





**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix UU – Section 3 Monthly Compliance Form – Non-covered Contracts**

**Section 3 Policy & Action Plan  
City of Waterbury**

**Monthly Reporting Form**

This form is to be provided to all Contractors on all Section 3 Covered Projects in which the contract amount does not exceed One-hundred Thousand (\$100,000) Dollars. Contractors shall provide this form to all Subcontractors. Contractors and Subcontractors shall file this form on a monthly basis.

**Company Name:**

\_\_\_\_\_

**Project Name:**

\_\_\_\_\_

Project Address:

\_\_\_\_\_

Pay period/Month:

**Check all that apply (during the month stated above):**

I have not hired any new employee(s) as a result of this project.

I have hired  Section 3 resident(s) and/or  non-Section 3 Residents.

Name(s) of hired person(s):

\_\_\_\_\_

I have take one or more of the following recruitment steps to hire a Section 3 Resident in connection with this Section 3 Covered Project (check all that apply):

I have advertised, including in a local newspaper with daily circulation, a community paper or other, the training or employment positions identifying the positions to be filled, the qualifications required and where to obtain additional information about the applications process.

I have placed signs or posters identifying the training or employment positions identifying the positions to be filled, the qualifications required and where to obtain additional information about the application process in prominent places in the housing development, in the neighborhood or service area in which a Section 3 Project is located.

I have distributed employment flyers identifying the training or employment positions identifying the positions to be filled, the qualifications required and where to obtain additional information about the application process to residents of public housing or posted flyers at these locations or at the Waterbury Housing Authority.

I have contacted Northwest Regional Workforce Investment Board (NRWIB) requesting assistance to identify qualified Section 3 Residents or to notify Section 3 Residents of the training or employment opportunities.

I have established training programs for public housing residents and other Section 3 Residents.



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

\_\_\_\_\_ I have contacted resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

\_\_\_\_\_ I have sponsored (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative(s) at a location in the housing development, in the neighborhood or service area in which a Section 3 Project is located or in the City.

\_\_\_\_\_ I have arranged assistance in conducting job interviews and completing job applications for residents of the housing developments or developments and in the neighborhood or service area in which a Section 3 Project is located.

\_\_\_\_\_ other efforts: \_\_\_\_\_

This form, along with supporting documentation, shall be submitted to:

**Under penalty of perjury, I hereby declare that I have examined the information contained herein and accompanying documents and, to the best of my knowledge and belief, they are true, correct and complete.**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix VV – Section 3 Monthly Compliance Form – Covered Contracts**

**Section 3 Policy & Action Plan  
City of Waterbury**

**Monthly Compliance Form**

This form is to be provided to all Contractors in all Section 3 Covered Contracts in which the contract amount exceeds One-hundred Thousand (\$100,000) Dollars. Contractors shall provide this form to all Subcontractors. Contractors and Subcontractors shall file this form on a monthly basis. Compliance with the City of Waterbury Section 3 Policy & Action Plan is required.

**Company Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Month:** \_\_\_\_\_

**Check all that apply (during the month stated above):**

\_\_\_\_ I have not hired any new employee(s) as a result of this project.

\_\_\_\_ I have hired \_\_\_\_ Section 3 resident(s) and/or \_\_\_\_ non-Section 3 Residents.

Name(s) of hired person(s):

\_\_\_\_\_

\_\_\_\_ I have take one or more of the following recruitment steps to hire a Section 3 Resident in connection with this Section 3 Covered Project (check all that apply):

\_\_\_\_ I have advertised, including in a local newspaper with daily circulation, a community paper or other, the training or employment positions identifying the positions to be filled, the qualifications required and where to obtain additional information about the applications process.

\_\_\_\_ I have placed signs or posters identifying the training or employment positions identifying the positions to be filled, the qualifications required and where to obtain additional information about the application process in prominent places in the housing development, in the neighborhood or service area in which a Section 3 Project is located.

\_\_\_\_ I have distributed employment flyers identifying the training or employment positions identifying the positions to be filled, the qualifications required and where to obtain additional information about the application process to residents of public housing or posted flyers at these locations or at the Waterbury Housing Authority.

\_\_\_\_ I have contacted Northwest Regional Workforce Investment Board (NRWIB) requesting assistance to identify qualified Section 3 Residents or to notify Section 3 Residents of the training or employment opportunities.

\_\_\_\_ I have established training programs for public housing residents and other Section 3 Residents.

\_\_\_\_ I have contacted resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

notifying residents of the training and employment positions to be filled.

\_\_\_\_\_ I have sponsored (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative(s) at a location in the housing development, in the neighborhood or service area in which a Section 3 Project is located or in the City.

\_\_\_\_\_ I have arranged assistance in conducting job interviews and completing job applications for residents of the housing developments or developments and in the neighborhood or service area in which a Section 3 Project is located.

\_\_\_\_\_ other efforts: \_\_\_\_\_

**CONTRACTORS MUST CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM SECTION 3 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATION UNDER SECTION 3.**

This form, along with supporting documentation, shall be submitted to:

**Under penalty of perjury, I hereby declare that I have examined the information contained herein and accompanying documents and, to the best of my knowledge and belief, they are true, correct and complete.**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date



**CITY OF WATERBURY CONNECTICUT  
WATERBURY LEAD & HEALTHY HOMES (WLHH)**

**Appendix WW – CT SHPO Request Letter**



DATE

Connecticut Historic Commission  
Attn: Daniel T. Forrest  
1 Constitution Plaza  
Hartford, CT 06103

Re: XXXXXXXX, **Waterbury, CT**

Dear Mr. Forrest:

A historical check is requested for the property located at **XXXXXXXXXX**. This check is required by Health Homes to remove lead hazards from the property.

Attached is a copy of the assessor's card/picture for the aforementioned property. If a copy of the Lead Hazard Reduction report is required, kindly advise and it shall be provided to you accordingly. If the property has any significant historical value, or if there will be any effect on how Healthy Homes shall proceed, correspond in writing your findings at your earliest convenience.

Please contact the number listed below if you have any questions or wish to discuss the matter further.

Sincerely,

XXXXXXXX  
Project Director  
Waterbury Lead and Health Homes  
Phone: (203) 574-6786  
Fax: (203) 573-6677  
FF/vcm  
Enc.: as noted