

# City of North Tonawanda

DONNA L. BRAUN  
City Clerk-Treasurer  
dbraun@northtonawanda.org

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

OFFICE OF THE CITY CLERK - TREASURER  
VITAL STATISTICS  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575  
Clerk's Office: (716) 695-8555  
Fax: (716) 695-8557

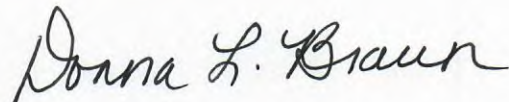
**January 12, 2023**

**The following meetings have been scheduled for TUESDAY, JANUARY 17, 2023:**

**6:15PM Common Council Meeting discussion**

**6:30PM Common Council Meeting in the Common Council Chambers**

**Respectfully submitted,**



**Donna L. Braun  
City Clerk-Treasurer**

**TO: Honorable Mayor & Common Council  
Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro**

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY, JANUARY 17, 2023 6:30PM**

**AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.**

**PROOF OF PUBLICATION PUBLISHED ON 1/5/2023**

- 1) Legal Notice – Public Hearing – To consider submission of an application under the 2022 Restore NY Community Initiative for the Development of 230 Oliver Street – Dir. Community Development

**PROOF OF PUBLICATION PUBLISHED ON 1/6 & 1/7/2023**

- 1) Legal Notice – Request for Resumes for Alderman at Large Vacancy – City Clerk-Treasurer

**COMMUNICATIONS FROM CITY OFFICIALS**

**VII. Accountant - Re: Payment of the Abstract of Claims Dated January 17, 2023**

**XXV. Monthly Reports**

**.1 Clerk-Treasurer**

**XXVI. Semi-Annual Vacation & Sick Leave Report**

**.1 Building Inspectors Office**

**XXVII. Annual Reports**

**.1 Clerk-Treasurer**

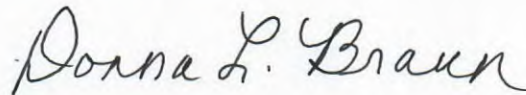
XXXII. Community Development - Re: Approval of Resolution to submit a grant application for the Restore NY Communities Initiative Round 7 Grant

**COMMUNICATIONS FROM OTHERS**

- A.  
Gratwick Hose Co. Inc. - Re: Exemption Petitions for the following Members:  

<u>50Years</u>	<u>35 Years</u>
Philip Belczak	Deborah Yurek
Douglas Hanes	David Unkrich
Frank Sarzyniak	Roy Tesch
Dennis Proefrock	Shawn McIntyre
James Rexinger	
- B.  
Joseph Loncar & Joseph Lavey - Re: Approval to be appointed as a Commissioner of Deeds for the City of North Tonawanda
- C.  
Frank DiBernardo - Re: Approval to be re-appointed as a Commissioner of Deeds for the City of North Tonawanda
- D.  
Belmont Housing - Re: Approval to update Chapter 10 of the HCV Administration Plan for the City of North Tonawanda

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer



JAN 17 2023

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 310832 was printed and published in said paper on the following dates:

01/03/2023 01/04/2023 01/05/2023

RECEIVED  
CITY CLERK'S OFFICE  
2023 JAN 9 PM 12:15  
NORTH TONAWANDA NY

*Janet M. Slipko*

Principal Clerk

Subscribed and sworn to before me this

*1-5-23*

*Teresa L. McCarthy*

Teresa L McCarthy 02/26/2026

Notary Public Expiration Date

CITY OF NORTH TONAWANDA  
NOTICE OF PUBLIC HEARING

The City of North Tonawanda is considering submission of an application under the 2022 Restore New York Community Initiative through the Empire State Development Corporation. The Restore New York Community Initiative program provides resources on a competitive basis to address serious needs relating to structures in need of renovation, reconstruction, or demolition.

A public hearing will be held on Tuesday, January 10th at 6:00 PM in the City Council Chambers at City Hall, 216 Payne Avenue, North Tonawanda, New York 14120. Accommodations for disabled and non-English speaking residents will be made available upon advanced request. Residents who cannot attend the hearing are welcome to express their ideas by calling the Community Development Office at 716-695-8580 or in writing to: Director, Community Development Office, 500 Wheatfield Street, North Tonawanda, New York 14120.

Property Assessment List

#	Site Name	Sq. Ft.	R - Residential C - Commercial	DM - Demolition DC - Deconstruction RH - Rehabilitation RC - Reconstruction	V - Vacant A - Abandoned C - Condemned S - Surplus
1	230 Oliver Street North Tonawanda Tonawanda, NY 14120	7784 SF	RC	RH	V

N#310832

1/3,4,5/2023

TERESA L MCCARTHY  
Notary Public - State of New York  
No. 01MC4962698  
Qualified in Niagara County  
My Comm. Expires Feb. 26, 2026

JAN 17 2023

STATE OF NEW YORK  
NIAGARA COUNTY, } SS, \_\_\_\_\_

2023 JAN 11 AM 10:10  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 310804 was printed and published in said paper on the following dates:

01/06/2023 01/07/2023

*Janet M. Slipko*  
Principal Clerk

Subscribed and sworn to before me this  
*1-9-23*

*Teresa L. McCarthy*

Teresa L McCarthy 02/26/2026

Notary Public Expiration Date

TERESA L MCCARTHY  
Notary Public - State of New York  
No. 01MC4962698  
Qualified in Niagara County  
My Comm. Expires Feb. 26, 2026

**LEGAL NOTICE**  
**CITY OF NORTH TONAWANDA**  
**Alderman at Large Vacancy**

The North Tonawanda Common Council will be accepting resumes for the vacancy of Alderman at Large.

Any North Tonawanda resident interested in interviewing for the position is asked to submit a resume. Alderman at Large position represents all residents.

The deadline for submitting resumes is January 16th, 2023 at 12:00 PM. All resumes should be clearly marked and sent to:

**ALDERMAN AT LARGE RESUME**  
c/o North Tonawanda City  
Clerk-Treasurer's Office  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

or email to:  
dbraun@northtonawanda.org

Interviews for the Alderman at Large position will be scheduled and conducted on Tuesday, January 24th.

Donna L. Braun  
City Clerk-Treasurer

N#310804 1/6,7/2023



JEFFREY ZELLNER  
CITY ACCOUNTANT

JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP  
JUNIOR ACCOUNTANT

# City of North Tonawanda

DEPARTMENT OF ACCOUNTING  
CITY HALL  
216 PAYNE AVENUE NORTH  
TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545

FAX: (716) 695-8573

VII.

JAN 17 2023

January 12, 2023

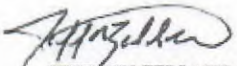
Honorable Austin J. Tylec, Mayor  
And Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated January 17rd, 2023, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2023 JAN 12 AM 10:36  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

~~XXXX~~  
JAN 17 2023

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	13	130.00
		<b>Sub-Total:</b>		<b>\$130.00</b>
A1603	Misc. Fees	Birth Certificates	33	330.00
		Death Certificates	88	1,340.00
		Deaths Recorded	14	0.00
		Replacement Death Certificates	7	7.00
		<b>Sub-Total:</b>		<b>\$1,677.00</b>
A1980	Minor Sales	City Market	2	235.00
		<b>Sub-Total:</b>		<b>\$235.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Planning - Rezoning	1	100.00
		<b>Sub-Total:</b>		<b>\$150.00</b>
A2501	Snowplow Permit	Snowplow Permit	3	95.00
		<b>Sub-Total:</b>		<b>\$95.00</b>
A2505	Marriage License Fee	Marriage License Fee	7	122.50
		<b>Sub-Total:</b>		<b>\$122.50</b>
A2506	Conservation	Conservation	5	14.38
		<b>Sub-Total:</b>		<b>\$14.38</b>
A2540	Racing & Wagering Fees	Bingo License	50	375.00
		Bingo Proceeds	4	174.87
		<b>Sub-Total:</b>		<b>\$549.87</b>
A2541	Racing & Wagering Fees	Bell Jar License	4	40.00
		<b>Sub-Total:</b>		<b>\$40.00</b>
A2542	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	61	549.00
		Female, Unspayed	4	68.00
		Male, Neutered	45	405.00
		Male, Unneutered	4	68.00
		Replacement Tags	1	3.00
		<b>Sub-Total:</b>		<b>\$1,093.00</b>
A2610	Minor Sales	Parking Tickets	41	7,051.00
		<b>Sub-Total:</b>		<b>\$7,051.00</b>

RECEIVED  
CITY CLERK'S OFFICE2023 JAN 3 AM 11:22  
NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Total Local Shares Remitted:</b>	<b>\$11,157.75</b>
Amount paid to:	New York State Comptroller			562.50
Amount paid to:	New York State Comptroller's Office			60.00
Amount paid to:	New York State Department of Health			157.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			130.00
Amount paid to:	NYS Environmental Conservation			854.62
<b>Total State, County &amp; Local Revenues:</b>		<b>\$12,922.37</b>	<b>Total Non-Local Revenues:</b>	<b>\$1,764.62</b>

Pursuant to Section 27, Sub 1, of the City Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the City Clerks Office, City of North Tonawanda, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

*Donna L. Braun*

City Clerk-Treasurer

*1/3/23*

Date



# City of North Tonawanda

XXV.1

DONNA L. BRAUN  
City Clerk-Treasurer  
dbraun@northtonawanda.org

OFFICE OF THE CITY CLERK - TREASURER  
VITAL STATISTICS  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575  
Clerk's Office: (716) 695-8555  
Fax: (716) 695-8557

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

1/11/2023

Honorable Mayor & Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

RECEIVED  
CITY CLERK'S OFFICE

2023 JAN 11 AM 11:14  
NORTH TONAWANDA NY

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of December 2022.

## General Fund

Balance Fwd - Checking	1,090,652.95
Balance Fwd - Money Market	6,005,056.09
Investments	0.00
Receipts for the month	5,632,092.77
Warrants Drawn	(3,860,330.16)
	<hr/>
	\$8,867,471.65

## Sewer Fund

Balance Fwd - Checking	14,604.17
Balance Fwd - Money Market	10,456.98
Investments	0.00
Receipts for the month	1,007,281.63
Warrants Drawn	(319,868.22)
	<hr/>
	\$712,474.56

## Water Fund

Balance Fwd - Checking	956,536.36
Balance Fwd - Money Market	1,239,148.98
Investments	0.00
Receipts for the month	669,165.98
Warrants Drawn	(219,139.01)
	<hr/>
	\$2,645,712.31

## Trust & Agency Fund

Balance Fwd - Checking	246,641.05
Receipts for the month	28,300.50
Warrants Drawn	(17,763.56)
	<hr/>
	\$257,177.99

### Capital Construction Fund

Balance Fwd - Checking	2,464,296.47
Balance Fwd - Money Market	5,018,881.14
Receipts for the month	1,548,960.14
Warrants Drawn	(710,437.53)
	<hr/>
	\$8,321,700.22

### Community Development Fund

Balance Fwd - Checking	1,739,660.99
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$1,739,660.99

### Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	317,917.00
Warrants Drawn	(317,917.00)
	<hr/>
	\$0.00

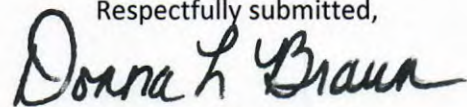
### Housing Rehabilitation Fund

Balance Fwd	1,476.79
Receipts for the month	0.18
Warrants Drawn	0.00
	<hr/>
	\$1,476.97

### Home Rehabilitation Fund

Balance Fwd	40,683.56
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$40,683.56

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer



XXVI, 1

City of North Tonawanda

JAN 17 2023

**CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY & BIRTHDAY SCHEDULE**

**DEPARTMENT OF BUILDING INSPECTION**

PERIOD January 1 2022 to December 31 2022

**Robert C DePaolo, Building Inspector**

	Balance Forward	85	Days
	Earned	12	Days
<b><u>Sick days</u></b>			
	Sub total	97	Days
	Used	0	
	Total	97	Days
<b>Covid 19</b>		<b>5</b>	<b>Days</b>
<b><u>Vacation days</u></b>	Balance Forward	0	Days
	Earned	15	Days
	Used/Cashed	12	Days
	Remaining	3	Days
<b><u>Birthday &amp; Personal days</u></b>	Earned	1	Day
	Used	1	Day
	Remaining	0	Day

2023 JAN 4 AM 9:15  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &  
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/26/2022 THROUGH 12/31/2022

Mitchell Dreier – Code Enforcement Officer

<u>Sick Days</u>	Balance Forward	0	Days
	Earned	11	Days
	Used	0	Days
	Sick Bank Donation	1	Days
	Remaining	10	Days

<u>Vacation Days</u>	Balance forwarded	0	Days
	Earned	5	Days
	Used/cashed in	1	Days
	Remaining (2022)	4	Days

<u>Birthday &amp; Personal days</u>	Balance forwarded	0	
	Earned	5	Days
	Used	5	Days
	Remaining	0	Days



**City of North Tonawanda**

**CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &  
BIRTHDAY SCHEDULE**

**DEPARTMENT OF BUILDING INSPECTION**

**PERIOD COVERED 12/31/2021 THROUGH 12/31/2022**

**Louis Anastasi – Assistant Building Inspector**

<b><u>Sick Days</u></b>	<b>Balance Forward</b>	<b>0</b>	<b>Days</b>
	<b>Earned</b>	<b>15</b>	<b>Days</b>
	<b>Used</b>	<b>5</b>	<b>Days</b>
	<b>Sick Bank Donation</b>	<b>1</b>	<b>Days</b>
	<b>Remaining</b>	<b>10</b>	<b>Days</b>

<b><u>Vacation Days</u></b>	<b>Balance forwarded</b>	<b>0</b>	<b>Days</b>
	<b>Earned</b>	<b>10</b>	<b>Days</b>
	<b>Used/cashed in</b>	<b>5</b>	<b>Days</b>
	<b>Remaining (2022)</b>	<b>5</b>	<b>Days</b>

<b><u>Birthday &amp; Personal days</u></b>	<b>Balance forwarded</b>	<b>0</b>	
	<b>Earned</b>	<b>5</b>	<b>Days</b>
	<b>Used</b>	<b>5</b>	<b>Days</b>
	<b>Remaining</b>	<b>0</b>	<b>Days</b>

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &  
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 12/31/2021 THROUGH 12/31/2022

Tara A. Hildebrant – Account Clerical

<u>Sick Days</u>	Balance Forward	1	Days
	Earned	12	Days
	Used	2.5	Days
	Sick Bank Donation	0	Days
	Remaining	10.5	Days

<u>Vacation Days</u>	Balance forwarded	5	Days
	Earned	11	Days
	Used/cashed in	11	Days
	Remaining (2022)	5	Days

<u>Birthday &amp; Personal days</u>	Balance forwarded	0	
	Earned	5	Days
	Used	5	Days
	Remaining	0	Days



~~XXVII~~ /

JAN 17 2023

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	177	1,835.00
		Ward Maps	3	3.00
		Xerox Copies	1	0.50
		<b>Sub-Total:</b>		<b>\$1,838.50</b>
A1550	Minor Sales	Public Pound Fee	10	250.00
		<b>Sub-Total:</b>		<b>\$250.00</b>
A1603	Misc. Fees	Birth Certificates	448	4,470.00
		Coroner Death Certificates	6	6.00
		Death Certificates	1116	12,100.00
		Deaths Recorded	185	0.00
		Free Death Certificates	1	0.00
		Genealogy Birth	7	110.00
		Genealogy Death	16	198.00
		Genealogy Search	1	11.00
		Miscellaneous	1	0.00
		Replacement Death Certificates	7	7.00
		<b>Sub-Total:</b>		<b>\$16,902.00</b>
A1980	Minor Sales	City Market	174	60,575.00
		<b>Sub-Total:</b>		<b>\$60,575.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	18	900.00
		Planning - Rezoning	17	1,700.00
		Terrace Park. Permit	22	110.00
		Terrace Parking App	1	20.00
		<b>Sub-Total:</b>		<b>\$2,730.00</b>
A2410	Minor Sales	Boathouse 2022	23	24,206.00
		<b>Sub-Total:</b>		<b>\$24,206.00</b>
A2501	Minor Sales	Solicitors Permit - Yearly	12	310.00
	Permit Fees	Chicken Permits	12	300.00
		Christmas Tree Permit	1	1.00
		Food Truck	6	600.00
	Snowplow Permit	Snowplow Permit	30	1,150.00
		<b>Sub-Total:</b>		<b>\$2,361.00</b>
A2505	Marriage License Fee	Marriage License Fee	163	2,852.50
		<b>Sub-Total:</b>		<b>\$2,852.50</b>
A2506	Conservation	Conservation	147	884.12
		<b>Sub-Total:</b>		<b>\$884.12</b>
A2508	Miscellaneous	Miscellaneous	3	101.00
		<b>Sub-Total:</b>		<b>\$101.00</b>
A2540	Racing & Wagering Fees	Bingo License	50	375.00
		Bingo Proceeds	48	1,999.99
		<b>Sub-Total:</b>		<b>\$2,374.99</b>
A2541	Racing & Wagering Fees	Bell Jar License	8	80.00

RECEIVED  
 CITY CLERK'S OFFICE  
 2023 JAN 3 AM 11:22  
 NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Sub-Total:</b>	<b>\$80.00</b>
A2542	Dog Licensing	Exempt Dogs	6	0.00
		Female, Spayed	1037	9,333.00
		Female, Unspayed	58	986.00
		Male, Neutered	837	7,533.00
		Male, Unneutered	96	1,632.00
		Replacement Tags	14	42.00
			<b>Sub-Total:</b>	<b>\$19,526.00</b>
A2610	Minor Sales	Parking Tickets	368	59,508.00
			<b>Sub-Total:</b>	<b>\$59,508.00</b>
<b>Total Local Shares Remitted:</b>				<b>\$194,189.11</b>
Amount paid to:	New York State Comptroller			562.50
Amount paid to:	New York State Comptroller's Office			120.00
Amount paid to:	New York State Department of Health			3,667.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			2,336.00
Amount paid to:	NYS Environmental Conservation			16,911.88
<b>Total State, County &amp; Local Revenues:</b>			<b>\$217,786.99</b>	
<b>Total Non-Local Revenues:</b>			<b>\$23,597.88</b>	

Pursuant to Section 27, Sub 1, of the City Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the City Clerks Office, City of North Tonawanda, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Donna L. Brauer      1/3/23  
City Clerk-Treasurer      Date





# City of North Tonawanda

Department of Community Development  
500 Wheatfield Street  
North Tonawanda, New York 14120  
716-695-8580  
716-614-0519 (fax)

XXXII

JAN 17 2023

January 11<sup>th</sup>, 2023

Honorable Mayor and Common Council  
North Tonawanda City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

2023 JAN 11 AM 10:34  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

Re: Restore NY Communities Initiative

Dear Honorable Body:

Empire State Development recently announced Round 7 of the Restore NY Communities Initiative grant with the purpose of *"providing municipalities with financial assistance for revitalization of commercial and residential properties. The program encourages community development and neighborhood growth through the elimination and redevelopment of blighted structures."*

Municipalities may apply for up to \$2 Million and eligible projects must *"demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties."* Successful applications should demonstrate as many of the following as possible: project feasibility, project readiness, location within an urban downtown, location within a Brownfield Opportunity Area, consistent with community redevelopment plan, ability to induce commercial investment, and clearly identified need.

Given the criteria noted above, with a particular emphasis from Empire State Development on project feasibility and project readiness, the Department of Community Development believes that the 230 Oliver Street redevelopment project, led by The Vanderbilt Team would make a strong application. 230 Oliver Street is currently vacant and abandoned and has become a blighted property along the Oliver Street corridor. With assistance from the Restore NY program, this would assist in the adaptive reuse of the 10,000 SF property into two ground level residential units and four one-bedroom market rate apartments on the second and third floors.

The Department of Community Development held a required public hearing for this application on January 10<sup>th</sup>, 2023 and has met the requirements for publishing the Property Assessment List in the Niagara Gazette.



I kindly request your authorization for the Mayor to sign and submit a grant application for approximately \$460,000 to Empire State Development under the Round 7- Restore NY Communities Initiative, which is due on January 27<sup>th</sup>, 2023.

I appreciate your consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Laura Wilson". The signature is written in a cursive, flowing style.

Laura Wilson  
Director of Community Development

# Gratwick Hose Company, Inc.

CITY OF NORTH TONAWANDA FIRE DEPARTMENT  
110 WARD ROAD • NORTH TONAWANDA, NEW YORK 14120  
716-692-9675

CFO. A



January 6, 2023  
ENGINE NO.6  
JAN 17 2023

Honorable Mayor  
And Common Council:

The following members of the Gratwick Hose Company have reached the years of service listed below;

50 years

Philip Belczak

Douglas Hanes

Frank Sarzyniak

Dennis Proefrock

James Rexinger

35 years

Deborah Yurek

David Unkrich

Roy Tesch

Shawn McIntyre

Please issue the appropriate certificates.

Thank you!

A handwritten signature in black ink that reads "David A. Rogge".

David A. Rogge  
Membership Secretary

2023 JAN 6 PM2:22  
NORTH TONAWANDA NY  
RECEIVED  
CITY CLERK'S OFFICE

CFO. D.

JAN 17 2023

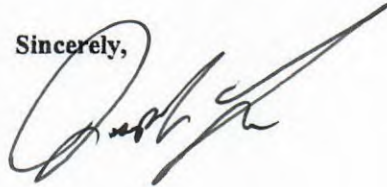
Date 1-10-23

Honorable Mayor and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,



Name: Joseph Loncar

Address: 223 D. Matteo Drive

North Tonawanda 14120

Phone: 716-327-2688

2023 JAN 11 AM 9:27  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



JAN 17 2023

Date 1/10/23

Honorable Mayor and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,



Name: Joseph E. Lavey Jr

Address: 1317 Saybrook Ave

North Tonawanda, NY 14120

Phone: 716-984-4262

2023 JAN 11 AM 9:26  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

CFD:-C

JAN 17 2023

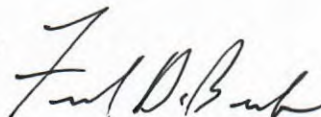
Date Jan. 10, 2023

Honorable Mayor and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North  
Tonawanda. Thank you.

Sincerely,



Name: Frank DiBernardo

Address: 19 Niagara Cir

Phone: (716) 622-1181

RECEIVED  
CITY CLERK'S OFFICE

2023 JAN 11 AM 9:27  
NORTH TONAWANDA NY



**Central Office**  
2393 Main Street  
Buffalo, NY 14214  
716-884-7791  
Fax: 716-884-8026

**Niagara County Office**  
33 Spruce Street  
North Tonawanda, NY 14120  
716-213-2784  
Fax: 716-213-2787



CFO: - D.

JAN 17 2023

1/4/2023

Ms. Donna Braun  
Clerk Treasurer  
Community Development  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Ms. Braun:

Attached, please find an updated Chapter 10 of our HCV Administration Plan for City of North Tonawanda. I am requesting that the plan be added for discussion to the agenda for the next at the City of North Tonawanda Common Council workshop and for approval of Chapter 10 at the next Common Council meeting.

Chapter 10 is the section of our Administrative Plan that describes the policies for the HQS Inspections. We needed to update the section to include the updated regulation on Carbon Monoxide Detectors. We took the opportunity to better layout the Chapter to be user friendly and provide clear guidance to our tenant as well as for our landlords as to what would be allowable and the overall HQS process.

If you have any questions, please let me know. Thank you for your consideration.

Sincerely,

Joyelle Tedeschi, MSW  
VP - Housing Programs

RECEIVED  
CITY CLERK'S OFFICE

2023 JAN 11 AM 9:39  
NORTH TONAWANDA NY



## Chapter 10 Housing Quality Standards and Inspections

---

### INTRODUCTION

Housing Quality Standards (HQS) are HUD's minimum quality standards for tenant-based housing programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

These minimum standards may be enhanced by the PHA, provided that by doing so, the PHA does not overly restrict the number of units available for lease under the program. This chapter describes the PHA's procedures for performing HQS and other types of inspections and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

The chapter is organized as follows:

Part I. Physical Standards. This part explains HUD's HQS and includes any additional PHA-established standards.

Part II. The Inspection Process. This part describes the types of inspections the PHA will make and the steps that will be followed when units do not meet HQS.

### PART I. PHYSICAL STANDARDS

#### A. GENERAL HUD REQUIREMENTS

##### **HUD Performance and Acceptability Standards [24 CFR § 982.401]**

The following lists HUD's 13 acceptability standards:

- (A) Sanitary facilities.
- (B) Food preparation and refuse disposal.
- (C) Space and security.
- (D) Thermal environment.
- (E) Illumination and electricity.
- (F) Structure and materials.
- (G) Interior air quality.
- (H) Water supply.
- (I) Lead-based paint.
- (J) Access.

## Chapter 10 Housing Quality Standards and Inspections

---

- (K) Site and neighborhood.
- (L) Sanitary condition.
- (M) Smoke detectors.

### **B. ADDITIONAL LOCAL REQUIREMENTS**

#### **Thermal Environment**

HUD requires the PHA to define a “healthy living environment” for the local climate.

##### PHA Policy

The heating system in any HCV-assisted unit must be capable of maintaining an interior temperature of 68 degrees Fahrenheit between October 1 and April 30.

#### **Clarifications of HUD Requirements**

As permitted by HUD, the PHA has adopted the following specific requirements that elaborate on HUD standards:

##### ***Walls***

In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.

##### ***Windows***

Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a weather-tight seal.

Window screens must be in good condition (applies only if screens are present).

##### ***Doors***

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

##### ***Floors***



## Chapter 10

### Housing Quality Standards and Inspections

---

Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.

#### ***Sinks***

All sinks and commode water lines must have shut-off valves unless faucets are wall-mounted.

#### ***Toilets***

All worn or cracked toilet seats and tank lids must be replaced and the toilet tank lids must fit properly.

#### ***Security***

If window security bars or security screens are present on windows, they must be equipped with a quick-release system. The owner is responsible for ensuring that the family is instructed on the use of the quick-release system.

### **Lead-Based Paint**

Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit. The PHA must determine the age of the building and the presence of any children under the age of six.

The PHA assumes that a child under six occupies or will occupy the unit if that child was listed as a household member during the most recently completed certification or if the child is reported on the most recent application submitted by the family. Furthermore, the inspector will verify household members at the beginning of each inspection. If the tenant reports that a child under six is in the unit or intends to be in the unit, the inspector will implement and enforce the LBP regulations.

Once the determination is made that a child under six is or intends to be a member of the household, any defective paint cited during the inspection must be repaired in accordance with LBP regulations regardless of any subsequent change in household composition, ie, child leaves the household. A change in the household will not negate the finding of defective paint, nor the implementation of the LBP regulation.

### **Inspection/Visual Assessment**

A visual assessment to look for deteriorated paint, visible dust, paint chips or debris is performed at initial and annual/biennial inspections for properties built prior to 1978 and occupied or intended to be occupied by residents with children under six years of age.



## Chapter 10

### Housing Quality Standards and Inspections

---

The visual assessment is conducted on the entire exterior of the building, including any garage, or shed, interior common hallways and stairs, basement and attic, if accessible to any of the building tenants, and interior of the family's unit. If the inspector sees deteriorated paint, the deterioration is documented on the HQS inspection form, like any other HQS violation. Once cited, defective paint must be corrected even if the owner later decides to restrict tenant access to that portion of the property, ie; basement, attic. The owner is required to correct all cited defective paint in the same time frames as any other HQS violation (unless weather-deferred).

#### **Defective Paint above de-minimus**

The inspector also documents if the amount of defective paint exceeds HUD-established de minimus levels. If the amount of defective paint exceeds de-minimus, the owner must use trained workers and safe work practices. Once the correction of defective paint has been completed, the owner must obtain and pay for a dust clearance test. The clearance test must be performed by an EPA Certified LBP Risk Assessor who was not involved in the correction of the defective paint. The owner must notify the residents of the clearance test results.

If defective paint above de-minimus is cited during an annual inspection (and not weather- deferred) and the owner wishes to make the repairs himself, the owner may be granted an extension to allow time to attend the next available lead maintenance training course prior to completing the repairs and clean-up.

If defective paint above de-minimus is cited (and not weather-deferred) during an original inspection, the owner may also be granted an extension to allow time to attend the next available training course. However, the HAP Contract will not become effective until the defective paint is repaired and the unit passes inspection. The owner always has the option to hire a certified professional to test deteriorated paint for lead and then stabilize only the deteriorated paint that contains lead.

**Note:** Because a unit is supposed to be in move-in condition when the owner requests an initial inspection, the inspector has the authority to reject the unit on the basis of an excessive amount of defective paint. The determination of "an excessive amount of defective paint" is at the discretion of the inspector.

#### **Elevated Blood Lead Levels**

##### PHA Policy

For Housing Choice Voucher (HCV) units, when a child under 6 is identified with an EBLL, the PHA or the owner, as described below, must take certain steps. For the HCV program, the regulations identify the PHA as the designated party for ensuring compliance with all the regulations.



## Chapter 10

### Housing Quality Standards and Inspections

---

#### **The Owner is responsible for:**

**1)Initial notification of a confirmed case to HUD:** Notifying the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child’s address – within 5 business days.

**2)Initial notification of the public health department, when necessary:** When the owner is notified of the case by any medical health care professional other than the public health department, the owner shall notify the public health department of the name and address of the child within 5 business days.

**3)Verification of the case, when necessary:** When the owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner should immediately convey the information to the PHA so the PHA may notify the public health department,

#### **The PHA is responsible for:**

**1)Verification of the case, when notification is not from a medical health care provider:** The PHA may wish to collaborate with the owner on this verification of an EBLL case, such as by agreeing with the owner to receive the information about the possible case. The PHA shall immediately verify the information with the public health care provider.

**2) Environmental Investigation:** Conducting an environmental inspection of the child’s unit and the common areas servicing that unit.

**3)Monitoring of owner’s compliance with LSHR(Lead Safe Housing Rule):** Monitoring the owner’s compliance with the LSHR in accordance with the Housing Assistance Payments (HAP) contract between the PHA and owner

## Chapter 10 Housing Quality Standards and Inspections

---

### C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]

HUD requires the PHA to define life-threatening conditions.

#### PHA Policy

The following are considered life-threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)
- Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting
- Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements. See 10-II-G.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 10-II.H.

### **Smoke and Carbon Monoxide Detectors**

#### PHA Policy



## **Chapter 10**

### **Housing Quality Standards and Inspections**

---

Carbon Monoxide (CO) alarms must be installed in all new and existing one- and two-family dwellings, multifamily dwellings, and rentals with a fuel-burning appliance, system or attached garage. Carbon Monoxide detectors are required to be located within 15 feet of all sleeping rooms and within 15 feet of the fuel-burning source. Smoke detectors are required in every sleeping room, within 21 feet of sleeping rooms and on every level of the dwelling unit, including the basement.

The PHA will issue a written warning to any family determined to have purposely disconnected one or both detectors. The warning will state that deliberate disconnection of the unit's smoke or carbon monoxide detector is a health and fire hazard and is considered a violation of HQS.

#### **Staff Training/Certification**

##### PHA Policy

All inspectors complete HUD's Visual Assessment training prior to conducting inspections.

#### **D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]**

##### PHA Policy

HQS deficiencies that cause a unit to fail must be corrected by the landlord unless it is a failed item for which the family is responsible. The family can only be held responsible for breaches of HQS that are caused by:

- Non-payment of utilities that are supposed to be paid by the family,
- Not providing or failing to maintain appliances that are supposed to be provided and maintained by the family, and
- Damages to the unit or premises, beyond normal wear and tear, that were caused by a household member or guest.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if the infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease.

## Chapter 10 Housing Quality Standards and Inspections

---

### PART II. THE INSPECTION PROCESS

#### 10-II.A. OVERVIEW [24 CFR 982.405]

**Note:** This overview section is intended to cover general policies that apply to all types of inspections. Using the overview makes it unnecessary to repeat the information under each type of inspection. Policies that do not apply to all types of inspections are found later in this chapter under the appropriate inspection type.

#### **Types of Inspections**

There are five types of inspections the PHA will perform:

1. **Original / Relocation:** Conducted upon receipt of Request for Tenancy Approval.
2. **Annual/Biennial:** Conducted within 12-24 months of the original inspection or previous annual/biennial inspection.
3. **Priority:** Conducted at owner's or family's request for safety or maintenance.
4. **Damage:** Available on a limited basis; conducted at landlord's request to document tenant-caused damages. The damage inspection is generally only conducted under the Mod Rehab Program.
5. **Supervisory:** A quality control inspection conducted on a percentage of all units which have passed inspection.

**Note:** Units assisted under the Mod Rehab Program are usually inspected annually by project rather than in conjunction with a tenant's recertification. Mod Rehab units receive a move-out inspection when a family vacates which then becomes the basis for the move-in inspection.

#### **Inspection of PHA-owned Units [24 CFR 982.352(b)]**

The PHA as per regulation will utilize an independent entity to perform HQS inspections for PHA-owned units and has standing MOUS in place to do such.



## Chapter 10 Housing Quality Standards and Inspections

---

### **Inspection Costs [Notice PIH 2016-05]**

The PHA may not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. However, the PHA may charge a reasonable fee to owners for reinspections in two situations: when the owner notifies the PHA that a repair has been made but the deficiency has not been corrected, and when the time for repairs has elapsed and the deficiency has not been corrected. Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a re-inspection.

The owner may not pass the cost of a reinspection fee to the family. Reinspection fees must be added to the PHA's administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.

#### PHA Policy

The PHA may impose a \$25.00 reinspection fee to the owner for the first reinspection when:

- The owner reports that an HQS deficiency has been repaired, but reinspection reveals that the deficiency has not been repaired; or
- When the time for repairs has elapsed and the deficiency has not been repaired.

The PHA may waive the fee if repairs for non-life-threatening items were delayed due to circumstances beyond the owner's control.

### **Remote Video Inspections (RVIs) [Notice PIH 2020-31]**

The PHA may, but is not required to, perform required HQS inspections through RVIs.

#### PHA Policy

The PHA will not conduct any HQS inspections using RVI.

### **Notice and Scheduling**

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice [24 CFR 982.551(d)].

#### PHA Policy.

The family will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.



## Chapter 10 Housing Quality Standards and Inspections

---

If the family fails to permit an inspection twice and does not give the PHA prior notice of their inability to make the inspection, the PHA will consider the family to have violated a family obligation, and their assistance may be terminated.

### **Owner and Family Inspection Attendance**

HUD permits the PHA to set policy regarding family and owner present at the time of inspection.

#### PHA Policy

When a family occupies the unit at the time of inspection an authorized adult must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.

If the inspector is offered access by a minor member of the household and there is no adult present, the inspector will not enter the unit nor conduct the inspection, and the inspection will be considered a "no-show".

At the initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted but is not required.

### **10-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]**

#### **Initial Inspections [FR Notice 1/18/17]**

The PHA may, but is not required to, approve assisted tenancy and start HAP if the unit fails HQS inspection, but only if the deficiencies identified are non-life-threatening. Further, the PHA may, but is not required to, authorize occupancy if a unit passed an alternative inspection in the last 24 months.

#### PHA Policy

The PHA will approve assisted tenancy and start HAP for any unit that fails HQS inspection if the deficiencies identified during the inspection are non-life-threatening.

*Non-life threatening conditions* are defined as any conditions that would fail to meet the housing quality standards under 24 CFR 982.401 and do not meet the definition of *life-threatening* as defined in Section 10-I.C., Life-Threatening Conditions. Prior to approving assisted tenancy and executing the HAP contract, the PHA will ensure that the unit does not have any life-threatening deficiencies.



## **Chapter 10**

### **Housing Quality Standards and Inspections**

---

The PHA will send written notice to the owner listing any non-life-threatening deficiencies and providing the owner with 30 calendar days, or a PHA-approved extension, to comply with HQS. If the non-life-threatening conditions are not corrected within notice period, the PHA will abate HAP until the unit is in compliance with HQS. The PHA will follow abatement policies listed in Section 10-II.H., Enforcing Owner Compliance.

The owner may be in abatement for a maximum of 90 days before the PHA terminates the HAP contract in accordance with Section 10-II.H., Enforcing Owner Compliance.

If the initial inspection identifies more than one non-life-threatening deficiency, the PHA will notify the family in writing within 10 business days of the inspection of the deficiencies and offer the family the opportunity to decline to enter into an assisted lease without losing their voucher. The notice to the family will also state that, if the owner fails to correct the non-life-threatening deficiencies, the PHA will terminate the HAP contract, and the family must move to another unit in order to continue receiving assistance.

#### PHA Policy

The PHA will not rely on alternative inspections and will conduct an HQS inspection for each unit prior to executing a HAP contract with the owner.

#### **Timing of Initial Inspections**

There are three decisions the PHA must make regarding the timing of inspections: the timeframe for conducting initial inspections, the turnaround time for reinspections, and the number of reinspections the PHA is willing to do.

#### PHA Policy

To the extent practicable, the PHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

In cases where the PHA is not able to complete the inspection within 15 days, the file will be documented as to the reason it was not practicable.

#### **Inspection Results and Reinspection**

#### PHA Policy

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by the PHA for good cause. The PHA will reinspect the unit within five to ten business days of the date the owner notifies the PHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails HQS at the time of the reinspection, the



## Chapter 10 Housing Quality Standards and Inspections

---

PHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection, the family may submit a new Request for Tenancy Approval after the owner has made repairs, if they are unable to locate another suitable unit.

### **Appliances [Form HUD-52580]**

#### PHA Policy

If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by the PHA. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

### **10.II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]**

Effective July 1, 2014, PHAs may establish a policy for performing unit inspections biennially rather than annually. This policy could apply to some or all assisted units. PHAs still have the option to inspect every unit annually.

#### PHA Policy

Each unit under HAP contract must be inspected annually within 24 months of the last full HQS inspection. The PHA reserves the right to assign biennial inspections of any unit or owner at any time.

In order to ensure the safety of our clients, Belmont will continue to conduct annual inspections on properties that have not been maintained in accordance with HQS. That means a unit that does not pass its initial inspection (needs a reinspection) will next be inspected within 12 months (not 24 months). Only units that pass the initial inspection in any given year will be considered for a biennial inspection the next time. This option is far more likely to be employed for units that are part of a well-managed, well-maintained apartment complex.

Exceptions to this policy may be made as a reasonable accommodation for a person with disabilities. Furthermore, inspectors or the inspections supervisor may determine that a unit warrants a biennial inspection in spite of three (3) or fewer minor fail items on an initial inspection, and as



## **Chapter 10**

### **Housing Quality Standards and Inspections**

---

long as those minor repairs are cleared within the 30-day compliance period.

The PHA will conduct an HQS inspection at least biennially and send both the landlord and tenant a list of required repairs and compliance dates. The owner will have 30 days to complete all non-life-threatening required repairs and will be informed that payments will be abated beginning the first day of the month following the 30-day compliance date. The owner and family are advised to contact the PHA for a reinspection as soon as repairs have been completed.

If the unit fails the reinspection, the owner will be notified that all future payments will be abated effective the first day of the next month, and remain abated until all repairs are made and re-inspected. If a unit remains in abatement for 60 days, the Contract will be terminated. Abated HAP will not be paid retroactively; the payments are lost for every day that the unit remains in abatement.

Units assisted under the Mod Rehab program will continue to be inspected annually, on a project-wide basis, with all or most of the units being inspected at the same time.

#### **Scheduling the Inspection**

##### PHA Policy

If an adult cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection.

If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in the termination of the family's assistance in accordance with Chapter 15.

**Chapter 10**  
**Housing Quality Standards and Inspections**

---

**10-II.D. SPECIAL INSPECTIONS [24 CFR 982.405(g)]**

The PHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit. If a participant or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, the PHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, the PHA must inspect the unit within 15 days of notification.

PHA Policy

During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual/biennial inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual/biennial inspection.

**10-II.E. DAMAGE INSPECTIONS**

PHA Policy

Damage inspections are conducted on Mod Rehab units at the owner's request to document damage to the unit and eventually to document the condition of the unit prior to the next tenant taking possession. The Mod Rehab Contract provides for damage reimbursements to owners.

Damage inspections are occasionally conducted on units assisted under the HCV Program as a courtesy to the owner.

**10-II.F. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); 24 CFR 985.3(e)]**

Awaiting input from Mike, Jesse and Gavin



**Chapter 10**  
**Housing Quality Standards and Inspections**

---

**10.II.G. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT**

**Notification of Corrective Actions**

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

PHA Policy

When life-threatening conditions are identified, the PHA will immediately notify both parties by telephone or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

When failures that are not life-threatening are identified, the PHA will send the owner and the family a written notification of the inspection results within five business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, not more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life-threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with PHA policy (see 10-II.H.).

Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 15).

**Extensions**

For conditions that are life-threatening, the PHA cannot grant an extension to the 24-hour corrective action period. For conditions that are not life-threatening, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate

PHA Policy

Extensions will be granted in cases where the PHA has determined that the owner has made a good-faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

A repair cannot be completed because the required parts or services are not available.



## **Chapter 10**

### **Housing Quality Standards and Inspections**

---

A repair cannot be completed because of weather conditions.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 90 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

#### **Reinspection**

##### PHA Policy

The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA-approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of abatement to the owner, or in the case of family-caused violations, a notice of termination to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in the termination of the family's assistance in accordance with Chapter 15.

#### **10.II.H. ENFORCING OWNER COMPLIANCE**

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations.

#### **HAP Abatement**

##### PHA Policy

When an owner does not make timely repairs, the PHA sends a Notice of Abatement which states that no further payments will be made until the unit passes inspection. The PHA will inspect abated units as soon as possible following the owner's request for inspection. In cases where the PHA cannot reinspect the unit on a timely basis, consideration will be given to the date the repair was actually made as opposed to the reinspection date.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection. Retroactive payments



## Chapter 10 Housing Quality Standards and Inspections

---

will not be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The Notice of Abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

The PHA will inspect abated units within five-ten business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

### **HAP Contract Termination**

The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time and must give the owner reasonable notice of the termination.

#### PHA Policy

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period (60 days), the HAP Contract will be terminated.

If repairs are completed after the effective termination date, the termination may be rescinded by the PHA if the tenant chooses to remain in the unit. Only one inspection will be conducted after the HAP Contract is terminated.

### **10.I. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]**

Families are responsible for correcting any HQS violations listed in paragraph 10.1.E. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 15.