

# 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

## **COMMON COUNCIL WORKSHOP AGENDA**

**January 5, 2023**

**The following meeting has been scheduled for TUESDAY JANUARY 10, 2022:**

**6:00 PM PUBLIC HEARING – For the Submission of an Application under the 2022 Restore New York Community Initiative for 230 Oliver Street**

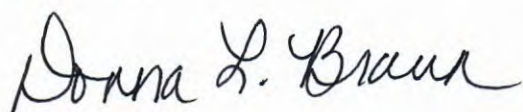
**6:30 PM Ashley Shiwarski Re: NLC Service Line Warranty Program**

**6:45 PM Barb Klenke Re: Low Income Senior Exemption**  
**City Assessor**

**7:00 PM Joyelle Tedeschi Re: Belmont Housing**

**7:15 PM Common Council Re: General Discussion**

**Respectfully submitted,**



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



CITIES STRONG TOGETHER

## NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

NLC Service Line  
Warranty Program by HomeServe

6:30 pm

# WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?



## EXPERIENCE

Offering services  
for over 17 years



## REPUTATION

4.8 out of 5 stars  
customer  
satisfaction



## PARTNERSHIP

Endorsed by National  
League of Cities



**BBB Torch Award for  
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner  
Western Pennsylvania Better Business Bureau®

2018 WINNER



Better Business Bureau of Western PA



Clarence Anthony  
Executive Director  
National League of Cities

*"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."*



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NLC Service Line  
Warranty Program by  HomeServe®

# AGING INFRASTRUCTURE: A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- In New York, infrastructure upgrades over the next 20 years are estimated at \$38.7 billion for drinking water and \$36.2 billion for wastewater
- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
  - the municipality is responsible for maintenance of the water and sewer lines on their property
  - repairs are covered by their homeowner's policy

# MANY HOMEOWNERS ARE UNPREPARED



**78%**

of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



**59%**

of homeowners surveyed have had a home repair emergency in the past year



**40%**

4 out of 10 Americans can't afford a \$400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

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LEAGUE  
OF CITIES

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NLC Service Line  
Warranty Program by HomeServe

# NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



- Only service line program Endorsed by the National League of Cities
- No cost for the City to participate
- Optional ongoing Revenue Stream for the City
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

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NLC Service Line  
Warranty Program by  HomeServe

# NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



SEWER/SEPTIC LATERAL  
COVERAGE



WATER/WELL LINE  
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

## Coverage includes:

- Educating homeowners about their service line responsibilities
- Unlimited coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

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NLC Service Line  
Warranty Program by HomeServe

# NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS




## INTERIOR PLUMBING AND DRAINAGE

- Up to \$3,000 coverage per repair incident.
- 2 calls annual/\$6,000 annual limit
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry



## MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
  - Only market by direct mail, no telemarketing
  - Would never mail without your review and approval of marketing material before each and every campaign
  - Limited mailing campaigns per year
  - Consumer friendly marketing
  - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
    - Calling into our toll free number that is provided on the mailing;
    - Returning the bottom of the letter to us in the self addressed stamped envelope provided
    - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time

## SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- More than 1100 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over \$454 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

## CURRENT NEW YORK PARTNERS

- *Onondaga County Water Authority*
- *City of Middletown*
- *Niagara Falls Water Board*
- *City of Buffalo*
- *Town of West Seneca*
- *Town of Tonawanda*
- *Village of Kenmore*



## FOR MORE INFORMATION CONTACT:

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Ashley Shiwarski  
Director, Business Development  
724-749-1097 (office)  
412-874-9454 (cell)  
Ashley.Shiwarski@homeserveusa.com

Visit [www.NLC.org/serviceline](http://www.NLC.org/serviceline) or [www.servline.com](http://www.servline.com)

**RECOMMENDATION:** It is recommended that the Mayor and Common Council authorize Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three 3 years, subject to City Attorney review with additional (1) year renewals.

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and will help the City of North Tonawanda to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Educating residents of their service line responsibilities
- Providing exemplary service that reflects positively on the City
- The program stimulates the local economy by using fully vetted local contractors to complete the repairs.
- Helps the City address aging water and sewer infrastructure
- The City will receive 10% of payments received in the form a royalty - paid annually

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$4.49	Unlimited	Unlimited Calls/Unlimited Coverage	10% of premiums collected
External Sewer Line	\$7.49	Unlimited	Unlimited Calls/Unlimited Coverage	10% of premiums collected
In-Home Plumbing	\$9.99	\$6,000 annual	2 calls/\$3,000 per call	10% of premiums collected

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

**FINANCIAL IMPACT:** No cost to the City to participate. The City will receive 10% of payments received in the form a royalty - paid annually.

## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of North Tonawanda, New York (“**City**”), and HomeServe USA Repair Management Corp., a Delaware corporation, (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

### 2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for five (5) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.



7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Mayor Austin Tylec  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120  
Email: atylec@northtonawanda.org  
Phone: 716-695-8540

**To:** Company:  
ATTN: Chief Sales Officer  
HomeServe USA Repair Management Corp.  
c/o HomeServe USA Corp.  
601 Merritt 7, 6<sup>th</sup> Floor  
Norwalk, CT 06851  
Phone: (866) 974-4801

**With a copy to:**  
Hilary E. Glassman, General Counsel  
email: hilary.glassman@homeserveusa.com

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of New York, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written below.

**CITY OF NORTH TONAWANDA**

\_\_\_\_\_

Name:

Title:

Date:

**HOMESERVE USA REPAIR MANAGEMENT CORP.**

\_\_\_\_\_

Name: Michael Backus

Title: Chief Sales Officer

Date:

**Exhibit A**  
NLC Service Line Warranty Program  
City of North Tonawanda  
Term Sheet  
April 21, 2022

- I. Initial Term. Five Years.
- II. License Fee. During the Term, Company will pay City ten percent (10%) of the payments of plan fees actually received from members during the Term under any plans sold hereunder, net of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by Company in connection with such plans for:
  - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
  - A. External water service line plan (initially, \$4.49 per month)
  - B. External sewer/septic line plan (initially, \$7.49 per month)
  - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage. Excluded from coverage: any repairs or replacements when no operational failure of a customers' line or system has occurred; other exclusions may apply.
  - A. External water service line plan:
    - i. Covers Property Owner responsibility: from the main to the external wall of the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable.
    - iv. Service Calls and Per-call benefit limit: Unlimited
  - B. External sewer/septic line plan:
    - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
    - ii. Covers septic lines if applicable.
    - iii. Service Calls and Per-call benefit limit: Unlimited
  - C. Interior plumbing and drainage plan:
    - i. Covers water supply pipes and drainage pipes within the interior of the home.
    - ii. Service Calls and Per-call benefit limit: Two calls annually, \$3,000 per call, \$6,000 aggregate maximum annual benefit.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be

mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.



**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



7:00 pm

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

## Chapter 10 Housing Quality Standards and Inspections

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### 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

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(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

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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

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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

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#### **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

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### 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

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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.

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**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.

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### **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.

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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.



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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

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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

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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.

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### **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

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### 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.

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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

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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.

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