

**CLINTON COUNTY HOUSING AUTHORITY
POLICIES**

LEAD DISCLOSURE ADDENDUM

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

The Clinton County Housing Authority (CCHA) has complied with obligations under 42 U.S.C. 4852(d). All Dwelling Units were inspected by a certified inspector. The inspector found **NO** lead-based paint used at any project sites.

By signature below, I acknowledge the above information was disclosed to me and I have received the pamphlet entitled, "Protect Your Family From Lead In Your Home."

TENANT SIGNATURE: _____
DATE

**WITNESSED BY PHA
REPRESENTATIVE** _____
DATE

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REPAYMENT AGREEMENT POLICY

EFFECTIVE DATE: 01/01/2009

The Clinton County Housing Authority (CCHA) recognizes that unexpected expenses may cause a tenant temporary financial hardship. For those tenants that adequately demonstrate this type of financial hardship, CCHA may offer to accept regular monthly partial payments in lieu of payment in full in accordance with these guidelines:

1. Executive Director (or designee) shall approve all requests.
2. Tenant shall be responsible to provide sufficient evidence supporting the claim of financial hardship.
3. Tenant may have no more than one active Repayment Agreement.
4. Repayment terms may not exceed six (6) months.
5. No interest shall be charged on any Repayment Agreement.
6. Monthly payment amount and due date shall be plainly stated on each Repayment Agreement. By signing the agreement, tenant agrees to these terms.
7. No additional notices pertaining to Repayment Agreements shall be required to be sent to tenant.
8. Tenant shall be considered in default if:
 - a. A payment amount is received beyond the scheduled day due; or,
 - b. Any other amount due on the tenant account is not paid current.
9. If tenant is in default:
 - a. The Repayment Agreement shall be cancelled without notice.
 - b. The remaining balance shall become immediately due and payable.
10. A tenant who defaults shall be denied future Repayment Agreement requests.

Once a Repayment Agreement is approved, tenant must complete a "Budget & Planning" session with the Tenant Initiatives Coordinator within thirty (30) days. Tenant shall be considered in default for failure to complete this session in a timely manner.

Extraordinary circumstances shall be considered on a case-by-case basis.

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AIR CONDITIONER POLICY

EFFECTIVE DATE: 01/01/2021

Air conditioner use is not included in your rent. The Clinton County Housing Authority (CCHA) has adopted the following rules and regulations regarding installation and use of tenant-owned air conditioners. These rules and regulations are considered to be the Air Conditioner Policy.

1. The standard season for air conditioner use will be from May 1st through September 30th.
2. CCHA will install ALL air conditioners. Installation for the standard season will commence or about the last week of April. Air Conditioner fees must be paid in full prior to installation.
3. Installations mid-season will be at the convenience of CCHA.
4. The Air Conditioner's exterior cabinet width may not exceed 22 inches in width. Units that exceed this dimension may not be installed at the discretion of CCHA Maintenance. Air Conditioners deemed too large or unsafe for operation will not be installed.
5. Only Air Conditioner units designed to be mounted in a window are permitted. Portable floor units are expressly prohibited.
6. Tenants may NOT install their own air conditioner. Air conditioners not properly installed by CCHA will be immediately removed. Tenant will be responsible to pay the cost of removing improperly installed air conditioners and for any damage caused.
7. Payment must be according to one of the following plans:
 - a. **Tenants WITH Previous Air Conditioner Installation: \$100.00** paid in full prior to installation. Tenants may make monthly payments; however, the entire balance must be paid in full prior to installation. A **\$25.00 Late Installation Fee** will be charged for units installed after the initial installation period.
 - b. **Tenants WITHOUT Previous Air Conditioner Installation:** Prorated amount paid in full prior to installation.
8. Extraordinary circumstances will be considered on an individual basis.

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FLAT RENT POLICY

EFFECTIVE DATE: 07/01/2007

- I. **Rent Options:** Once each year, CCHA will give each Tenant the opportunity to choose between the two methods for determining the amount of rent payable monthly by the Tenant. The Tenant may choose to pay either a Flat Rent as determined in accordance with Section II, or an Income-Based Rent as determined in accordance with Section III.
- II. **Flat Rent:**
- (a) Flat Rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent CCHA could lease the public housing unit after preparation for occupancy.
 - (b) CCHA must use a reasonable method to determine the Flat Rent for a unit. CCHA Flat Rents will equal the Department of Housing and Urban Development's Fair Market Rents published for the previous calendar year.
 - (c) To calculate a Flat Rent amount for bedroom size(s) larger than those listed on HUD's Fair market Rent, CCHA will add 15.00% to the Flat Rent amount for the next smallest bedroom size.
 - (d) Changes to Flat Rent will become effective January 1st every third year (initial year 2008) and will be announced 30-days prior to the effective date each year. Flat Rent amounts will be prominently posted at each CCHA Office location.
 - (e) The Flat Rent Policy is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency.
 - (f) A tenant that chooses to pay Flat Rent is not entitled to receive a Utility Allowance.
 - (g) Flat Rent for tenants residing in CCHA Project PA040-7 (Mills Park) shall equal the current Flat Rent amount minus the current Utility Allowance amount for each bedroom size.
- III. **Income-Based Rent:**
- (a) Income-Based Rent is rent based on the Tenant's household income and CCHA's policies for determination of rent.
 - (b) CCHA uses 30% of the Tenant's adjusted income to determine Income-Based Rent.
- IV. **Information for Families:** CCHA will provide sufficient information for the Tenant to make a choice about rent options. Such information must include at least the following written information:
- (a) CCHA's policy on switching rent type in circumstances of financial hardship.
 - (b) The dollar amount of rent under each option.
 - (c) If the Tenant chose Flat Rent for the previous year, CCHA is required to provide the amount of Income-Based Rent of the subsequent year only if CCHA conducts an income reexamination or if the Tenant specifically requests it and submits updated income information.
 - (d) CCHA must conduct a reexamination of Tenant income at least once every three years for a Tenant that chooses the Flat Rent.

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- V. Switching from Flat Rent to Income-Based Rent due to Financial Hardship:**
- (a) A Tenant paying Flat Rent may at any time request a switch to payment of Income-Based Rent (before the next annual option to select rent type) if the Tenant is unable to pay Flat Rent because of financial hardship. CCHA's policy for determining when payment of Flat Rent is a financial hardship for the Tenant are as follows:
 - 1. The Tenant has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the Tenant, or reduction in or loss of earnings or other assistance.
 - 2. The Tenant has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.
 - 3. Such other situations determined by CCHA to be appropriate.
 - (b) If CCHA determines that the Tenant is unable to pay the Flat Rent because of financial hardship, CCHA will immediately allow the requested switch to Income-Base Rent. CCHA shall make the determination within a reasonable time after the Tenant request.
 - (c) If the Tenant claims a financial hardship and CCHA changes the rent to Income-Based Rent, the Tenant must immediately begin reporting any changes in income or circumstances as required for Income-Based Rent.
- VI. Minimum Rent:** Regardless of whether the family chooses to pay a Flat Rent or Income-Based Rent, the Tenant must pay at least the Minimum Rent as set by CCHA.
- VII. Advising Tenant:** CCHA may only provide the Tenant with the information contained in CCHA's Flat Rent Policy. CCHA may not advise the Tenant on whether to make the Income-Based Rent or Flat Rent choice.

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COMMUNITY SERVICE POLICY

EFFECTIVE DATE: 02/01/2005

- I. **Background:** The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours per month of training, counseling, classes, or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the Public Housing Lease Agreement.
- II. **Definitions:**
- (a) Community Service: Volunteer work which includes, but is not limited to:
1. Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
 2. Work with a non-profit organization that serves Clinton County Housing CCHA (CCHA) residents or their children such as: boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Community cleanup programs, beautification programs, other youth or senior organizations.
 3. Work at CCHA to help improve physical conditions.
 4. Work at CCHA to help with children's programs.
 5. Work at CCHA to help with senior programs.
 6. Helping neighborhood groups with special projects.
 7. Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board.
 8. Caring for the children of other residents so they may volunteer.
 9. **Political activity is excluded.**
- (b) Self Sufficiency Activities: Activities that include, but are not limited to:
1. Job readiness programs.
 2. Job training programs.
 3. GED Classes.
 4. Substance abuse or mental health counseling.
 5. English proficiency or literacy (reading) classes.
 6. Apprenticeships.
 7. Budgeting and credit counseling.
 8. Any kind of class that helps a person toward economic independence.
 9. Full time student status at any school, college, or vocational school.
- (c) Exempt Adult: An adult member of the family who:
1. Is 62 years of age or older.
 2. Has a disability that prevents him/her from being gainfully employed.
 3. Is the caretaker of a disabled person.
 4. Is working at least 20 hours per week.
 5. Is participating in welfare to work program.

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III. Program Requirement:

- (a) The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
- (b) At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. CCHA will make the determination of whether to allow or disallow a deviation from the schedule.
- (c) Activities must be performed within the community and not outside the jurisdictional area of CCHA.
- (d) Family obligations:
 - 1. At lease execution or re-examination after February 1, 2002, all adult members (18 or older) of a public housing resident family must:
 - i. Provide documentation that they are exempt from Community Service Requirement if they qualify for an exemption, and
 - ii. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.
 - 2. At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by CCHA) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - 3. If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with CCHA to make up the deficient hours over the next twelve (12) month period.
- (e) Change in exempt status:
 - 1. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to CCHA and provide documentation of such.
 - 2. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to CCHA. CCHA will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

IV. CCHA Obligations: To the greatest extent possible and practicable, CCHA will:

- (a) Provide names and contacts at agencies that can provide opportunities for residents, including disabled residents, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disable person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement).
- (b) Provide in-house opportunities for volunteer work or self-sufficiency programs.
- (c) Provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and lease execution.

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- (d) Make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use CCHA's Grievance Procedure if they disagree with CCHA's determination.

V. Noncompliance of Family Member:

- (a) At least thirty (30) days prior to annual re-examination and/or lease expiration, CCHA will begin reviewing the exempt or non-exempt status and compliance of family members.
- (b) If CCHA finds a family member to be noncompliant, CCHA will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
- (c) If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
- (d) The family may use CCHA's Grievance Procedure to protest the lease termination.

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ONE – STRIKE POLICY

EFFECTIVE DATE: 02/01/2005

The Clinton County Housing Authority (CCHA) screens applicants and states in the Public Housing Lease Agreement that illegal drug use and other criminal activities that threaten the well-being of our residents are grounds to deny or terminate Public Housing Assistance. The Housing Opportunity Program Extension Act of 1996 (Extension Act) gives Public Housing Authority's authority and obligation to deny occupancy on the basis of illegal drug-related activity and alcohol abuse.

Most public housing residents are law-abiding citizens; trying to raise their children and protect them from drugs and crime. CCHA utilizes this "One-Strike Policy" as a tool to fight the negative element and designation placed on its Projects by gangs, drug trade and violent crime. The "One-Strike Policy" improves the safety and quality of life for residents in public housing. The policy reflects a genuine commitment to our residents, CCHA Staff, and Law Enforcement, to maintain safe, viable communities for our residents.

The "One-Strike Policy" is designed to be fair and effective. All policy provisions are enforced in a fair manner; i.e., similar violations result in similar sanctions. The "One-Strike Policy" promotes "Zero Tolerance". Any applicant, resident, household member or guest engaged in any prohibited criminal activity results in immediate denial or termination of housing assistance for the applicant or household. An arrest or conviction is not required to deny or terminate housing assistance. Participation in criminal activity is sufficient cause for denial or termination. CCHA must have sufficient evidence to warrant any action taken. Denial or termination cannot be based on suspicion alone.

All applicants are afforded due process. Background checks are conducted on all applicants and family members 18 years of age or older. If an applicant is denied housing assistance based on the information contained in the background check:

1. Applicant is given a written notice on ineligible status.
2. Applicant may dispute the accuracy of the information obtained.
3. Applicant is given the opportunity for an informal review.

Any applicant evicted from Public Housing within the past seven (7) years for drug related criminal activity will be denied public housing assistance. CCHA may take into consideration any evidence of rehabilitation on a case-by-case basis.

CCHA residents who witness violent crime and come forward with their testimony will receive relocation assistance in recognition of the potential danger to themselves and their families. Relocation assistance is limited to CCHA Projects.

CCHA includes in the Public Housing Lease Agreement restrictions on drug related and criminal activity. Any criminal activity is grounds for eviction if health, safety or right to peaceful enjoyment of the premises is threatened. Any drug-related criminal activity occurring either on or off the premises is grounds for eviction.

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PET POLICY

EFFECTIVE DATE: 06/01/2010

The Clinton County Housing Authority (CCHA) shall permit a Tenant to maintain a Pet in the Dwelling Unit in accordance with the following rules and regulations:

- I. **Definition of Pet:** A Pet is defined as a domesticated small animal and is limited to dogs, cats, birds and fish. All reptiles and rodents are specifically excluded from the definition. No dangerous or intimidating Pets are permitted.
- II. **Pet Permit:** Tenants must execute a Pet Permit **PRIOR** to bringing a Pet to the Dwelling Unit. Pet Permits must be renewed annually. A Pet Permit will be issued only after all conditions of the Pet Policy have been met.
- III. **Conditions of Issuance of Pet Permit:**
 - (a) Only one of the following Pets is permitted per Dwelling Unit:
 1. One Dog
 2. One Cat
 3. Two Birds (or less) sharing one cage
 4. One 20-gallon (or less) aquarium containing fish
 - (b) Dogs must be a domesticated, short-hair breed, not exceeding twenty-five (25) pounds at full growth. Cats may not exceed fifteen (15) pounds at full growth. Pets that grow to more than the allowable weight must be removed from the Dwelling Unit.
 - (c) For dogs or cats only; tenant provide an acceptable certification from a veterinarian that the Pet is in good health and has been properly inoculated. This information must be updated annually in order to retain a Pet Permit. In the event that a Pet is believed to be ill or improperly cared for, CCHA reserves the right to require the Tenant, at their expense, to take the Pet to the veterinarian for an examination.
 - (d) For dogs or cats only; animal must be spayed or neutered **PRIOR** to entering in the Dwelling Unit. Evidence of such procedure must be provided to CCHA. Cats must be de-clawed (front minimum) prior to entering the Dwelling Unit.
 - (e) For dogs or cats only; CCHA requires Tenant to maintain Renter's Insurance. Tenant shall pay a Pet Insurance Fee to reimburse CCHA for the cost of this insurance.
 - (f) Tenant shall be liable for CCHA property damage caused by Pet. This applies to, but is not limited to: floors, doors, walls, blinds, windows, screens, fixtures, appliances, and all other parts of the Dwelling Unit, including landscaping and other improvements. If any such items cannot be satisfactorily cleaned or repaired, Tenant must pay for complete replacement. Tenant must sign a statement that they assume all personal financial responsibility for damage to any personal or CCHA property caused by Pet and assume personal responsibility for personal injury to any party caused by Pet.

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- (g) Tenant shall pay a Pet Fee for any type of Pet Permit for the purpose of offsetting additional maintenance and service costs. The Pet Fee shall be due and payable with the Rent.
- (h) Tenant shall pay a Pet Insurance Fee for either a dog or a cat Pet Permit for the purpose of reimbursing insurance costs. The Pet Insurance Fee shall be due and payable with the Rent.
- (i) Tenant shall pay a refundable Pet Security Deposit for either a dog or cat Pet Permit. The Pet Security Deposit must be paid in full before issuance of a Pet Permit. Upon termination of the Pet Permit, CCHA will deduct the cost of repairs for damage caused by the Pet, all unpaid costs for Pet insurance, and any other past due balance owed by the Tenant from the Pet Security Deposit before issuing a refund to the Tenant.
- (j) Tenant must wait six (6) months before a new Pet Permit will be issued.
- (k) A maximum of three (3) Pet Permits may be issued during tenancy.
- (l) Tenant is responsible for complying with all local, state, and federal laws and regulations governing possession of a Pet. The State of Pennsylvania requires a dog over the age of three (3) months to be licensed.
- (m) Tenant shall not alter their Dwelling Unit or Development to create an enclosure for a Pet.
- (n) Tenant must complete a Pet Emergency Care Plan in the event the Tenant is unable to care for Pet in an emergency. The Pet Emergency Care Plan will empower CCHA to transfer the Pet to specified adult who is not a CCHA tenant. If there is no individual able to take care of the Pet, CCHA reserves the right to turn the Pet over to the S.P.C.A. All charges incurred are the responsibility of the Tenant.

IV. Pet Management Plan:

- (a) Dogs and cats shall remain inside a Dwelling Unit unless they are on a leash and under the control of a responsible adult. Pets are not allowed to be tied, chained or housed outside.
- (b) Birds must be confined to a cage at all times.
- (c) Pets shall never be left unattended in any common area inside or outside the building.
- (d) Pets will not be permitted in common areas of the buildings at any time, except on the designated route for ingress and egress to the Dwelling Unit.
- (e) Pets must be kept on a leash and under Tenant's supervision when outside the apartment. CCHA will have the right to pickup an unleashed or unsupervised Pet and deliver it to the S.P.C.A.
- (f) Tenant acknowledges responsibility for the cleanliness of Pet and agrees to the following:
 - 1. Daily removal of all Pet waste from the Dwelling Unit.
 - 2. Cats must use a litter box kept within the Dwelling Unit. Waste must be placed in a plastic bag, tightly secured and deposited in an approved trash receptacle.
 - 3. Dogs must use designated Pet Relief Area or the area immediately surrounding their Dwelling Unit. Tenants must immediately cleanup Pet

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feces. Waste must be placed in a plastic bag, tightly secured and deposited in an approved trash receptacle.

4. Tenant may not store Pet waste inside the Dwelling Unit or flush Pet waste or litter down the toilet, sinks, or bathtub.
 5. Tenant must clean up Pet residue; i.e., odor, hair, seeds, feathers, water daily. Dwelling Unit must be kept clean and free of odors at all times.
 6. Cost of extermination of fleas, ticks, mites and other Pet related infestations will be the responsibility of the Tenant. Extermination service will be arranged by CCHA to ensure timely and thorough rendering of service.
 7. Bird cages and aquariums must be cleaned regularly.
- (g) Tenant shall not permit their Pet to cause any disturbance that would interfere with the peaceful enjoyment of the premises by other tenants. This includes disturbances such as loud barking, howling, biting, scratching, chirping, etc...
- (h) No visiting Pets of any kind are permitted on any CCHA property.

V. Standards of Care: The Tenant is responsible to:

- (a) Provide adequate care, nutrition, exercise and medical care for their Pet. Pets that appear to be purposely mistreated will be reported to the appropriate authorities.
- (b) Ensure that the Pet does not disturb the peace and quiet of the neighborhood.
- (c) Ensure that the neighborhood environment is not adversely affected by odor, damage or destruction caused by the Pet.
- (d) Keep the Pet under control at all times so that the Pet does not jump up on other tenants, guests in the building, or CCHA staff.
- (e) Contain dogs and cats in a secure indoor pen when no one is home.
- (f) Make arrangements for the care of the Pet during any period of absence of more than six (6) hours. No Pet shall be left unattended overnight for any reason.
- (g) Exercise common sense and common courtesy with respect to other tenants who may have sensitivities, allergies to, be easily frightened by, or dislike Pets.

VI. Inspection of Apartment: Tenant agrees, as a condition of acceptance of the Pet Permit, that Tenant's apartment will be available for inspection of compliance of Pet Policy at any time during working hours upon thirty (30) minutes verbal notice.

VII. Damages: Damages caused by Pet as determined by inspection shall be repaired by CCHA at full repair or replacement cost at the time damage is discovered. Tenant will be billed for full repair cost at time of repair. All unpaid costs for damage will be deducted from the Pet Security Deposit upon termination of the Pet Permit.

VIII. Pet Insurance Requirement and Authorization: A Tenant with either a dog or a cat Pet Permit must maintain \$100,000.00 liability insurance coverage to protect both the Tenant and CCHA in the event of a liability claim being filed as a result of some action of the Pet. Tenant authorizes CCHA to obtain a Renter's Insurance Policy in the Tenant's name. The cost for this insurance shall be advanced annually by CCHA. Tenant shall reimburse CCHA for the cost of the insurance by paying a monthly Pet Insurance Fee. All unreimbursed costs will be deducted from the Pet Security Deposit upon termination of the Pet Permit.

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- IX. Death of Pet:** Upon the death of a Pet, the Tenant shall be responsible for burial or disposal of the Pet off CCHA property. Tenant must notify CCHA within ten (10) days of the death of a Pet.
- X. Pet Policy Violation Procedure:** Tenant shall comply with the following Pet Policy Violation Procedure:
- (a) If CCHA determines that the Tenant has violated the Pet Policy, CCHA shall serve a notice to the Tenant to remove the Pet. The notice will be in writing and will:
1. State that the Pet Permit is terminated; and,
 2. State that the Tenant must remove the Pet within two (2) days of the effective date of the notice; and,
 3. State that failure to remove the Pet shall result in initiation of procedures to evict the Tenant.
- (b) Pet Policy Violation Procedure Exception: The Pet Policy Violation Procedure shall not apply in cases where the Pet presents an immediate threat to the health or safety of others, or when the Pet is being treated in an inhumane manner. In such cases, Tenant agrees that CCHA shall have the right to immediately remove the Pet and deliver it to the S.P.C.A.
- XI. Assistance Animal Exclusion:** CCHA shall not enforce any part of the Pet Policy that would restrict the special rights granted to individuals with certified assistance animals and nothing in the Pet Policy or Pet Permit shall limit or impair the rights of those individuals to keep a Pet in a CCHA Dwelling Unit according to 24 CFR 968. The Tenant must provide to CCHA evidence that the Pet is a certified assistance animal.
- XII. Changes and Additions:** CCHA shall have the right to make reasonable changes and additions to the Pet Policy and Pet Permit. All changes and additions will be posted and specifically distributed to all Tenants with valid Pet Permits.
- XIII. Enforceability:** The Pet Policy and Pet Permit are hereby part of the Public Housing Lease Agreement and subject to the enforceability and remedies afforded by that agreement.
- (a)
- XIV. Additional Regulation:** CCHA will have the right to make reasonable changes and additions to the above Pet Rules from time-to-time. Any and all changes and additions will be in writing, posted and distributed to all Tenants authorized to own and house pets.

THIS ADDENDUM, being the only Pet Agreement, except for written rule changes pursuant to Paragraph XII hereafter, CCHA's representative does not have the authority to modify this Pet Agreement. This Pet Agreement containing Pet Rules shall be considered as part of the existing Public Housing Lease Agreement between the Clinton County CCHA and the Tenant.

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GRIEVANCE POLICY AND PROCEDURE

EFFECTIVE DATE: 02/01/2005

I. Definitions applicable to the grievance procedure:

- (a) Grievance: Any dispute a Tenant may have with respect to CCHA action or failure to act in accordance with the individual Tenant's lease or CCHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
- (b) Complainant: Any Tenant (as defined below) whose grievance is presented to the CCHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
- (c) Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the Tenant to be represented by counsel;
 - 3. Opportunity for the Tenant to refute the evidence presented by the CCHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - 4. A decision on the merits of the case.
- (d) Hearing Officer: A person selected in accordance with and this procedure to hear grievances and render a decision with respect thereto.
- (e) Hearing Panel: A three-member panel selected in accordance with and this procedure to hear grievances and render a decision with respect thereto.
- (f) Tenant: The adult person (or persons other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the CCHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- (g) Resident Organization: An organization of residents, which also may include a resident management corporation.

II. Applicability of this grievance procedure

In accordance with the applicable Federal regulations this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the CCHA with the following two exceptions:

- (a) Because HUD has issued a due process determination that the law of the State that requires that a Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the CCHA, or
 - 2. Any violent or drug-related criminal activity on or off such premises; or
 - 3. Any criminal activity that resulted in felony conviction of a household member.

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(b) The CCHA grievance procedure shall not be applicable to disputes between Tenants not involving the CCHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the CCHA's Board of Directors.

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. Any changes proposed in this grievance procedure must provide for at least 30-day notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the CCHA before any revisions are made to the grievance procedure.

III. Informal settlement of a grievance:

Any grievance must be personally presented, either orally or in writing, to the CCHA's central office or the management office of the development in which the complainant resides **within ten days after the grievance event.**

Grievances related to complaints about operational matters that are received by the CCHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Civil Rights Administrator or Director of Operations.

As soon as the grievance is received, it will be reviewed by the management office of the development or the Civil Rights Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II.a or II.b above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the CCHA's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the Civil Rights Administrator will attempt to settle the grievance to the satisfaction of both parties.

Within five working days following the informal discussion, the CCHA shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether signed or not, will be sufficient proof of time of delivery for the summary of the informal discussion.

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IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received**. The written request shall specify:

The reasons for the grievance;

The action of relief sought from the CCHA; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the CCHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, CCHA and the hearing officer or hearing panel, **but in no case later than ten working days** after the CCHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the CCHA's decision rendered at the informal hearing becomes final and the CCHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest the CCHA's decision in a court hearing.

V. Selecting the Hearing Officer or Hearing Panel

A grievance hearing shall be conducted by an impartial person or persons appointed by the CCHA after consultation with resident organizations, as described below:

(a) The CCHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include CCHA Board members, CCHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The CCHA will check with each nominee to determine whether there is an interest in serving as a hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest. Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

(b) A slate of potential hearing officers or hearing panel members nominated by the CCHA shall be submitted to the CCHA's Resident Organizations. Written comments

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from the organizations shall be considered by the CCHA before the nominees are appointed as hearing officers or panel members.

- (c) When the comments from Resident Organizations have been received, and considered, the nominees will be informed that they are the CCHA's official grievance hearing committee. The CCHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

VI. Escrow deposit required for a hearing involving rent

Before a hearing is scheduled in any grievance involving the amount of rent which the CCHA claims is due under this lease, the complainant shall pay to the CCHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the CCHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the tenant's welfare benefits have been reduced for welfare fraud or failure to comply with economic self-sufficiency requirements. **In these cases only**, rent need not be escrowed.

VII. Scheduling hearings

When a complainant submits a timely request for a grievance hearing, the CCHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified. If two of the panel members can meet on a date convenient for the complainant, the CCHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, that single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

VIII. Procedures governing the hearing

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

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- (a) The opportunity to examine before the hearing any CCHA documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the CCHA does not make the document available for examination upon request by the complainant, the CCHA may not rely on such document at the grievance hearing.
- (b) The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- (c) The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the CCHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the CCHA or project management relies; and
- (d) A decision based solely and exclusively upon the fact presented at the hearing.

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the CCHA must sustain the burden of justifying the CCHA action or failure to act against which the complaint is directed. The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing panel or officer shall require the CCHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. The complainant or the CCHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The CCHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format.

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V.a., the CCHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

IX. Failure to appear at the hearing

If the complainant or the CCHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing. Both the complainant and the CCHA shall be notified of the determination

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by the hearing panel or officer; provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the CCHA's disposition of the grievance in court.

X. Decision of the hearing panel or officer

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the CCHA. The CCHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by the CCHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer. The decision of the hearing panel or officer shall be binding on the CCHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CCHA's Board of Directors determines within ten working days, and promptly notifies the complainant of its determination that:

- (a) The grievance does not concern CCHA action or failure to act in accordance with or involving the complainant's lease or CCHA regulations, which adversely affect the complainant's rights, duties, welfare, or status.
- (b) The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the CCHA.
- (c) A decision by the hearing panel or officer or Board of Directors in favor of the CCHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

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TOBACCO USE POLICY

EFFECTIVE DATE: 11/01/2017

Tobacco use is strictly prohibited on all Clinton County Housing Authority (CCHA) property. This includes all the areas inside your apartment and extends twenty-five (25) feet beyond any building. This policy applies to all tenants and household members. It also applies to both invited and uninvited guests and visitors.

Tenants are encouraged to participate in tobacco cessation counseling. CCHA can refer tenants to available resources upon request.

Tenants who violate this policy shall receive written compliance violation notices. Upon receipt of the second compliance violation notice, tenants shall receive an enforcement fee according to the currently published rate and may be subject to on-site monitoring. The third compliance violation notice shall be in the form of a "Notice to Quit" (Eviction Notice).

ACKNOWLEDGEMENT:

By signature below, I acknowledge that this policy was explained to me and that I understand it.

Tenant Signature

Date

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LATE FEE POLICY

EFFECTIVE DATE: 05/01/2017

This policy regarding Late Fees supersedes all other references to Late Fees in all tenant documents.

The Clinton County Housing Authority (CCHA) Public Housing Lease requires Tenant Rent be paid on or before the first day of the month. Work Order charges are to be paid fourteen (14) days after the repair is completed. All other charges are due when posted to the tenant's account.

Any tenant account not paid current by the 10th day of the month will be charged a Late Fee equal to 10.0% of the amount of rent charged that month. Late fees will not exceed \$50.00. Any tenant account not paid current by the 20th day of the month will result in a Notice To Quit (Eviction Notice) being issued to that household.

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COMMUNITY SERVICE COMPLIANCE FORM

I received a copy, read and understand the contents of the Clinton County Housing Authority's Community Service / Self Sufficiency Policy

I understand this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and if I do not comply with this requirement, my lease will not be renewed.

TENANT SIGNATURE: _____
DATE

COMMUNITY SERVICE EXEMPTION FORM

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- () I am 62 or older
(Birth Certificate will serve as documentation)
- () I have a disability that prevents me from working
(Certification of Disability Form will serve as documentation)
- () I am working
(Employment Verification Form will serve as documentation)
- () I am participating in a Welfare to Work Program
(Verification letter from Agency will serve as documentation)
- () I am receiving TANF assistance, benefits or services and I am in compliance with the program requirements.
(Verification of compliance letter from the funding agency will serve as documentation)
- () I am a full-time student
(Verification letter from the school will serve as documentation)

TENANT SIGNATURE: _____
DATE

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