

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Small PHA Plan Update
Annual Plan for Fiscal Year: 2001

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

PHA Plan Agency Identification

PHA Name: Canton Housing Authority

PHA Number: NY097

PHA Fiscal Year Beginning: (mm/yyyy) 01/2001

PHA Plan Contact Information:

Name: Diane Burns

Phone: 315 386-8381

TDD:

Email (if available): cha@northnet.org

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

- Main administrative office of the PHA
PHA development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
 PHA development management offices
 Main administrative office of the local, county or State government
 Public library
 PHA website
 Other (list below)
- Bulletin boards at each development.

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
 PHA development management offices
 Other (list below)

PHA Programs Administered:

- Public Housing and Section 8 Section 8 Only Public Housing Only

**Annual PHA Plan
Fiscal Year 2001**

[24 CFR Part 903.7]

i. Table of Contents

Provide a table of contents for the Plan including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

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<input checked="" type="checkbox"/> Attachment A : Supporting Documents Available for Review	A1-A17
<input type="checkbox"/> Attachment __: Capital Fund Program Annual Statement	N/A
<input type="checkbox"/> Attachment __: Capital Fund Program 5 Year Action Plan	N/A
<input type="checkbox"/> Attachment __: Capital Fund Program Replacement Housing Factor Annual Statement	
<input type="checkbox"/> Attachment __: Public Housing Drug Elimination Program (PHDEP) Plan	N/A
<input checked="" type="checkbox"/> Attachment C : Resident Membership on PHA Board or Governing Body	A19
<input checked="" type="checkbox"/> Attachment D : Membership of Resident Advisory Board or Boards	A20
<input checked="" type="checkbox"/> Attachment E : Comments of Resident Advisory Board or Boards & Explanation of PHA Response (must be attached if not included in PHA Plan text)	
<input type="checkbox"/> Other (List below, providing each attachment name)	N/A

ii. Executive Summary

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

N/A

1. Summary of Policy or Program Changes for the Upcoming Year

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

N/A

2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. X Yes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$297,279.00

C. X Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment

3. Demolition and Disposition

N/A

[24 CFR Part 903.7 9 (h)]

Applicability: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to next component ; if "yes", complete one activity description for each development.)

2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for units <input type="checkbox"/> Public housing for units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

4. Voucher Homeownership Program

N/A

[24 CFR Part 903.7 9 (k)]

A. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

B. Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards

Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

5. Safety and Crime Prevention: PHDEP Plan **N/A**

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

A. Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA’s estimated or actual (if known) PHDEP grant for the upcoming year? \$ _____

C. Yes No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. Yes No: The PHDEP Plan is attached at Attachment _____

6. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board (RAB) Recommendations and PHA Response

1. X Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are Attached at Attachment (File name) Attachment E

3. In what manner did the PHA address those comments? (select all that apply)

X The PHA changed portions of the PHA Plan in response to comments

A list of these changes is included

X Yes No: below or

Yes No: at the end of the RAB Comments in Attachment _____.

Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA’s consideration is included at the at the end of the RAB Comments in Attachment _____.

X Other: (list below) Also see attachment E

Requested restrictions on size of turtles in Pet Policy so a weight restriction was imposed.

B. Statement of Consistency with the Consolidated Plan **N/A**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: State of New York

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 - Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
 - Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency
 Yes No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

A. Substantial Deviation from the 5-year Plan:

B. Significant Amendment or Modification to the Annual Plan:

New Pet Policy; ammendment to lease.

Attachment A
Supporting Documents Available for Review

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Schedule of flat rents offered at each public housing development X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures X check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
	PHDEP-related documentation: <ul style="list-style-type: none"> · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan. 	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) X check here if included in the public housing A & O Policy	Pet Policy

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/**

PHA Name: CANTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program: NY06P09750201 Capital Fund Program Replacement Housing Factor Grant No:		
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised A		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report		
Line No.	Summary by Development Account	Total Estimated Cost		
		Original	Revised	
1	Total non-CFP Funds			
2	1406 Operations	15,000.00		
3	1408 Management Improvements			
4	1410 Administration			
5	1411 Audit			
6	1415 liquidated Damages			
7	1430 Fees and Costs	25,000.00		
8	1440 Site Acquisition			
9	1450 Site Improvement	45,000.00		
10	1460 Dwelling Structures	177,279.00		
11	1465.1 Dwelling Equipment—Nonexpendable			
12	1470 Nondwelling Structures	30,000.00		
13	1475 Nondwelling Equipment	5,000.00		
14	1485 Demolition			
15	1490 Replacement Reserve			
16	1492 Moving to Work Demonstration			
17	1495.1 Relocation Costs			
18	1498 Mod Used for Development			
19	1502 Contingency			
20	Amount of Annual Grant: (sum of lines 2-19)	297,279.00		
21	Amount of line 20 Related to LBP Activities			
22	Amount of line 20 Related to Section 504 Compliance			
23	Amount of line 20 Related to Security			
24	Amount of line 20 Related to Energy Conservation Measures			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP)
Part II: Supporting Pages

PHA Name: CANTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program #: NY06P09750201 Capital Fund Program Replacement Housing Factor #:			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost	
				Original	Revised
HA-WIDE	OPERATIONS	1406		15,000	
	FEES & COSTS – A&E				
	FEES & PERMITS	1430		25,000	
NY97-2 & 3	REPAIR SIDEWALKS, CURBS, PAVEMENT, ADD PICNIC AREA AND PRIVACY WALLS	1450		45,000	
NY097,1,2,3	RENOVATE KITCHEN CABINETS, FLOORING, COUNTERTOPS	1460		177,279	
NY097 – 2 & 3	RENOVATIONS TO COMMUNITY BUILDING & BUS STOP	1470		30,000	
NY097 –2	TABLES, BENCHES – PICNIC AREA TABLES, CHAIRS, WINDOW COVERINGS			5,000	

Capital Fund Program 5-Year Action Plan N/A

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years		

FY 1995					
FY 1996					
FY 1997					
FY1998					
FY 1999					

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FFY _____ PHDEP Budget Summary	
Original statement	
Revised statement dated:	
Budget Line Item	Total Funding
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDE P Funding	Other Funding (Amount/ Source)	
1.							
2.							
3.							

9115 - Special Initiative						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/ Source)	
1.							
2.							
3.							

9116 - Gun Buyback TA Match						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	
1.							
2.							
3.							

9120 - Security Personnel						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	
1.							
2.							

2.						
3.						

9170 - Drug Intervention						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	
1.							
2.							
3.							

9180 - Drug Treatment						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	
1.							
2.							
3.							

9190 - Other Program Costs						Total PHDEP Funds: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	
1.							
2.							
3.							

Required Attachment C: Resident Member on the PHA Governing Board

1. X Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:

Lloyd Beaudin
Thelma Rodee

B. How was the resident board member selected: (select one)?

X Elected
 Appointed

C. The term of appointment is (include the date term expires): 2 years

01/01/2000 – 12/31/2001

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
- Other (explain):

B. Date of next term expiration of a governing board member: 03/31/2001

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

Mayor, Ronald Houle

Required Attachment D: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

See attachment – D

Optional Attachments F, G, H

F – Schedule of Charges

G – Pet Policy and Rules, as modified

H – Lease Agreement

ATTACHMENT B

To date, the Housing Authority is progressing with the Annual Plan. It is currently involved with three contracts:

1. Roofing contract at N497-1
2. Roofing contract at N497-3
3. Renovation contract at N497-1

A fourth contract is being advertised shortly for an electrical contract.

Marketing has increased to aid in decreasing vacancies and is beginning to assist in addressing this issue.

ATTACHMENT C

RESIDENT MEMBERSHIP OF THE PHA GOVERNING BOARD

The Canton Housing Authority has had resident membership on its Governing Board since 1986.

The members are elected by their fellow residents through a complete election process. Terms are for two years.

Current Members:

Term:

Lloyd Beaudin
Apartment 2E
35 Riverside Drive
Canton, New York 13617

01/01/2000 – 12/21/2001

Thelma Rodee
Apartment 6P
37 Riverside Drive
Canton, New York 13617

01/01/2000 – 12/31/2001

ATTACHMENT D

Membership of the Resident Advisory Board

Current Members:

Jean Cornell
Apartment 4D
37 Riverside Drive
Canton, New York 13617

Pauline Nieves
Apartment 7D
37 Riverside Drive
Canton, New York 13617

Albert Gray
Apartment 5K
37 Riverside Drive
Canton, New York 13617

Ellen Janack
Apartment 7E
35 Riverside Drive
Canton, New York 13617

Joyce Beaudin
Apartment 2E
35 Riverside Drive
Canton, New York 13617

ATTACHMENT E

This Board assisted in developing the new Pet Policy. Their recommendations were discussed, considered and implemented where possible.

Included in recommendation was a 3 pound limit on the size of turtles; no other reptiles would be permitted.

ATTACHMENT F

CANTON HOUSING AUTHORITY
SCHEDULE OF CHARGES
(EFFECTIVE _____)

REPAIRS/MAINTENANCE

Reporting IMMEDIATELY is required. There is no charge for normal wear and tear for maintenance that is promptly reported to the Canton Housing Authority.

BREAKAGE, DAMAGE, LOSS, RESIDENT NEGLIGENCE

Charge shall be the cost of materials and labor. The labor rate (base pay hourly rate plus benefits) and subject to adjustment based on labor contracts. Please be reminded that do it yourself repairs frequently create extra charges. Hiring repairs done is more expensive than the PHA doing the repairs (we are non-profit).

UNAUTHORIZED COVERINGS, WALLPAPER, PAINT, CONTACT PAPER

Additional costs to the Housing Authority to bring back to original condition.

REFUSE/GARBAGE REMOVAL

The PHA does not pick up and dispose of furniture and appliances (residents will be put on notice to correct). Failure to comply will result in termination of lease.

Picking up and disposing of rubbish from premises (after resident has been put on notice to correct) shall be actual labor and disposal costs (minimum charge \$15).

EXTERMINATING

Extermination when residents are at fault or fail to report problems shall be actual labor cost and supplies (minimum charge \$30).

DUPLICATE KEYS

Apartment	Actual cost
Mailbox	Actual cost

LOCKOUTS

\$ 5.00

Lockouts during midnight to 6:00 A. M.

\$ 10.00

Resident-Requested Lock Change (No Damage)

Cost of actual change

UNAUTHORIZED ANIMALS

1 st warning	\$ 15.00
2 nd warning	\$ 30.00

CANTON HOUSING AUTHORITY TENANT CHARGES

BATHROOM:

- | | | |
|----------------------------|---|-----------------------|
| 1. | Toilet stoppage, fixture removed (tenant abuse) | Cost and labor |
| 2. | Toilet bowl or tank replaced | Actual cost and labor |
| 3. | Replacement of sink (tenant abuse/damage) | Actual cost and labor |
| 4. | Broken toilet seat (tenant abuse/damage) | Actual cost and labor |
| 5. | Light Fixture (tenant abuse/damage) | Actual cost and labor |
| 6. | Lavatory faucets (tenant abuse/damage) | Actual cost and labor |
| * invoice plus labor costs | | |

KITCHEN:

- | | | |
|----|---|-----------------------|
| 1. | Replace faucet due to tenant abuse/damage | Actual cost and labor |
| 2. | Replace light cover | \$ 17.50 |
| 3. | Refinish cabinets (tenant abuse/damage) | Actual cost and labor |

STOVE PARTS:

- | | | |
|----|--|--------------|
| 1. | Replace knobs on stove (tenant abuse/damage) | \$ 2.50 each |
| 2. | Replacement of burners | |
| | -- small burner | \$ 11.50 |
| | -- large burner | \$ 14.00 |
| 3. | Replace drip pans | \$ 4.50 |

REFRIGERATOR PARTS:

- | | | |
|----|--|-----------------------|
| 1. | Replace freezer door (tenant abuse/damage) | Actual cost and labor |
| 2. | Replace trays (tenant abuse/damage) | Actual cost and labor |

ANY OTHER PARTS IN NEED OF REPLACEMENT DUE TO TENANT ABUSE WILL BE CHARGED TO THE TENANT AT ACTUAL COST. IF TOTAL APPLIANCES ARE REPLACED DUE TO ABUSE, ACTUAL INVOICE COSTS WILL ALSO BE CHARGED. TENANT WILL RECEIVE A COPY OF THE INVOICE TO PROVE ACTUAL COSTS.

DOORS:

- | | | |
|----|--|-----------|
| 1. | Replace damaged door (tenant abuse/damage
(or cost of actual invoice, whichever is greater) | \$ 144.00 |
| 2. | Replace closet or bedroom door (tenant abuse/damage
(or cost of actual invoice, whichever is greater) | 45.00 |

WINDOWS:

1. Replace screen \$ 11.50
2. Replace broken glass 17.50 (minimum)
(or actual cost plus labor – whichever is greater)
(cost depends on size of window)

FAMILY UNITS:

1. Retrieve litter or picking up any articles that obstruct lawn maintenance and neatness \$ 15.00
2. Replace damaged siding (tenant abuse/damage) 4.00/square foot
(or actual cost and labor)
3. Bulk Trash Actual Invoice Cost

ATTACHMENT G
PET POLICY AND RULES

In compliance with Section 526 of the Quality Housing and Work Responsibility Act of 1998, PHA residents shall be permitted to own and keep common household pets.

The ownership of common household pets is subject to the following rules and limitations together with State and local public health, animal control, and anti-cruelty laws and regulations.

1. Only domesticated animals consisting of common household pets such as dogs, cats, birds, fish or turtles are permitted. Common household pets are limited to the following:

Bird: Includes canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

Fish: In tanks or aquariums, not to exceed seventy-five (75) gallons in capacity; poisonous or dangerous fish are not permitted.

Dogs: Not to exceed twenty-five (25) pounds weight, or fifteen (15) inches in height at full growth. All dogs must be spayed or neutered and housebroken. A picture of the dog will be required.

NO VICIOUS BREEDS, SPECIFICALLY INCLUDING PITBULLS AND ROTTWEILERS WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.

Cats: Cats must be spayed or neutered and be declawed or have a scratching post. They must be trained to use a litter box or other waste receptacle. A picture of the cat will be required.

Reptiles: No reptiles will be allowed other than turtles. They must be enclosed in an appropriate container at all times and they must not exceed three (3) pounds.

Exotic pets: At no time will the PHA approve of exotic pets such as snakes, monkeys, game pets, ferrets, piranhas or iguanas.

2. Only **one (1) dog or cat** shall be permitted in a household. In the case of birds, a maximum number of two birds may be permitted. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of seventyfive (75) gallons shall be permitted.
3. Pets other than a dog or cat shall be confined to an appropriate cage or container. Such a pet may be removed from its cage while inside the owner's housing unit for the purpose of handling, but shall not generally be unrestrained.
4. The pet must be kept in the resident's apartment. Cats and dogs must be leash-walked and appropriately and effectively restrained at all times when outside the unit. Under no circumstances may the pet be leashed, tied outside, or housed outside.
5. Pets are not permitted in the housing offices, maintenance shops/areas, playgrounds, community rooms, or laundry rooms. They are permitted in the halls and main lobby of the highrise buildings for the purpose of going from and entering the buildings. They may not be exercised in the halls or lobbies.
6. Pet owners must provide proper care, nutrition, exercise and medical care for the pet. Pets that appear to be poorly cared for will be reported to the appropriate authorities.
7. The pet must be kept under control at all times to ensure that the pet does not behave in a manner so as to bother or frighten residents, guests or Canton Housing Authority staff.
8. Pet owners must make arrangements for the care of the pet during any absence of more than ten (10) hours.
9. Exercising common sense and common courtesy with respect to other residents who may have sensitivities or allergies to pets, be easily frightened of pets, or dislike pets.
10. Pet owners shall maintain their pet in such a manner as to prevent any damage to their unit, yard or common areas of the community in which they live. Residents/pet owners shall not alter their unit, patio, premises or common areas to create any enclosure for any animal. The animal shall be maintained so as not to be a nuisance

or a threat to the health or safety of neighbors, PHA employees, or the public by reason of noise, unpleasant odors or other objectionable situations.

11. Each pet owner shall be fully responsible for the care of the pet, including proper disposal of pet wastes in a safe and sanitary manner. Improper disposal of pet waste is a violation and may be grounds for termination of your lease.

Litter box requirements:

- a. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.
- b. Litter shall not be disposed of by being flushed through a toilet.
- c. Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from other locations:

- a. The resident/pet owner shall be responsible for the removal of any/all waste deposited by pets from the premises by placing it in a sealed plastic bag and disposing of it in an outside trash bin. This is required when walking your pet.
 - b. The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
12. All pets shall be inoculated and licensed in accordance with applicable state and local laws. All cats and dogs shall be neutered or spayed unless a veterinarian certifies that the spaying or neutering would be inappropriate or unnecessary because of health, age, etc.
 13. **ALL PETS SHALL BE REGISTERED WITH THE MANAGEMENT OFFICE PRIOR TO THEIR BEING BROUGHT INTO THE UNIT. ALL UNREGISTERED PETS ARE NOT PERMITTED.**

Registration shall consist of providing:

- a. A non-refundable annual registration fee of \$25.00

- b. Basic information about the pet (type, age, description, name, etc.);
- c. Proof of inoculations and licensing;
- d. Proof of neutering or spaying. All female dogs over the age of six (6) months and female cats over the age of five (5) months must be spayed. All male dogs over the age of eight (8) months and all male cats over the age of ten (10) months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to continue registration;
- e. Payment of a pet deposit of \$200.00 to be paid in full prior to the date the pet is properly registered and brought into the unit to defray the cost of potential damage caused by the pet to the unit or to common areas of the community. There shall be no pet deposit for pets other than dogs or cats. The pet deposit shall not preclude charges to a Resident for repair of damages done on an ongoing basis by a pet. The Resident is responsible for all damage caused by the pet and will reimburse the Authority for all costs it incurs in repairing such damages. The PHA reserves the right to change or increase the required deposit by amendment to these rules. This deposit is refundable if no damage is identified. The Housing Authority will inspect the unit before refunding the deposit; and
- f. Written agreement from persons who will care for the pet if you become unable to do so.

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for the denial and shall be served in accordance with HUD notice requirements. The notice of refusal may be combined with a notice of a pet violation. The PHA will refuse to register a pet if:

- A. The pet is in the unit prior to registration;
- B. The pet is not a common household pet as defined in this policy;
- C. Keeping the pet would violate any PHA Pet Rules
- D. The pet owner fails to provide complete pet registration information or fails to update the registration annually;

- E. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.
14. Pets which are not owned by a resident will not be allowed. No pets are allowed in a unit unless previously registered to that unit. Residents are prohibited from feeding or harboring stray animals. **No visiting pets will be allowed.**
 15. The PHA may, after reasonable notice to the Resident during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.
 - A. The PHA will enter a unit with a Police Officer, as an emergency, if there is reason to believe a pet is being neglected, abused or has possibly been abandoned.
 16. If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:
 1. That the resident/pet owner has three (3) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
 2. That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
 3. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may, in the sole discretion of the Canton Housing Authority, result in initiation of procedures to terminate the pet owner's residency.

If the pet owner requests a meeting within the three (3) day period, the meeting will be scheduled no later than five (5) calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

17. If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice shall contain the following:

- a. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
 - b. The requirement that the resident/pet owner must remove the pet within forty-eight (48) hours of the notice; and
 - c. A statement that failure to remove the pet may result in the initiation of termination of residency.
18. The PHA may initiate procedures for termination of residency based on the Pet Rule violation if:
 - a. The pet owner has failed to remove the pet or correct a Pet Rule violation within the time period specified; or
 - b. The Pet Rule violation is sufficient to begin procedures to terminate residency under the terms of the lease.
 19. If the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the owner unable to care for the pet, (includes pets who are poorly cared for or have been left unattended for over twentyfour (24) hours), the situation will be reported to the Responsible Parties designated by the resident/pet owner.
 20. The PHA will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.
 21. Any litigation resulting from actions by pets shall be the sole responsibility of the pet owner. The pet owner agrees to fully indemnify and hold harmless the Canton Housing Authority from all claims, causes of actions, damages or expenses, including attorneys fees due to damages to either persons or property,

including death, resulting from the action or activities of his or her pet.

THE PHA ACCEPTS NO RESPONSIBILITY FOR THE PET OR ANY EXPENSE AS A RESULT OF THE PET OWNER FAILING TO COMPLY WITH ANY CONDITION OF THIS PET POLICY UNDER ANY CIRCUMSTANCE. THE PHA STRONGLY ADVISES RESIDENTS TO OBTAIN LIABILITY INSURANCE.

<u>TYPE OF PET</u>	<u>PET'S NAME</u>	<u>**INNOCULATIONS (TYPE & DATE)</u>	<u>**LICENSE DATE</u>	<u>**SPAY OR NEUTER DATE</u>
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**** Attach copies of certifications.**

If a Resident cannot care for their pet due to an illness, absence, or death, and the other care people can not be found to care for the pet, after twentyfour (24) hours have elapsed, the Resident hereby gives permission for the pet to be released to the Humane society/Animal Control, in accordance with their procedures. In no case shall PHA incur any costs or liability for the care of a pet placed in the care of another individual or agency under this procedure.

Provide the name, address, phone number and signed agreements of the two or more persons who will care for the pet if you are unable to do so.

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE (Day)</u>	<u>PHONE (Night)</u>
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This information will be updated annually.

NOTE: This policy is an agreement between the Head of the Household and the Housing Authority and needs to be signed only if a pet is in the household.

(Revised 11/6/00)

ATTACHMENT H

Low-Rent Housing

PART I OF THE DWELLING LEASE AGREEMENT

Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease" which includes PARTS I and II) is between the Canton Housing Authority herein referred to as "Management" and the Resident(s) named PART II of this Lease.

1. RENT, TERM AND PAYMENTS OTHER THAN RENT

A. The Canton Housing Authority relies upon Resident's statements as to employment, income and family composition in Resident's Application for Admission, as modified by Resident's most recent Application for Continued Occupancy to determine rental as specified in Part II of this Lease. **Rent determination shall be based on either flat rent, income or public assistance calculations. The Canton Housing Authority has established a minimum rent of \$50.00. Families may be exempted from the minimum rent if deemed eligible by the Canton Housing Authority. Eligible hardship includes: death in the family, changes in assistance, decrease in family income due to change of circumstances, awaiting determination for federal, state, or local assistance program.**

B. Subject to the provisions of this Dwelling Lease, Resident shall have the right to exclusive use and occupancy of the Premises.

C. Unless terminated as provided in Section 10 of this part, this Lease renews itself from month to month on the same terms and conditions and at the monthly rental specified in Part II of this Lease, payable in advance on the first day of each month unless otherwise provided in the procedure Payment of Security Deposit, Rent and Other Charges, except that:

1. Rent may be changed as provided in Section 4 of this part of the Lease.

D. A late charge of \$10.00 shall be due and payable immediately for all rent not received within the first five (5) days of the month. All rents must be received in the office prior to 3:00 p.m.

E. Resident shall deposit with Management at the time of execution of this Lease the sum specified in Part II of this Lease as security for Resident's faithful performance of the conditions of this Lease, unless otherwise provided in the procedure Payment of Security Deposit, Rent and Other Charges incorporated in the lease by reference in compliance with the New York State General Obligations Law, Section 7-103. Interest shall accrue on said deposit from the date of deposit at the average local bank passbook savings rate in effect at the time of termination of this Lease, minus 1% for administration and processing. On July 1 of each year or upon termination, the interest will be credited to the Resident's account. Upon termination of this Lease, the deposit and any accrued rent and damages due will be itemized in a written notice given to Resident within thirty (30) days after Premises are vacated. Any balance of said deposit and interest will be refunded to Resident with such notice.

F. Resident will promptly pay the monthly rent due and legal costs, if any, properly incurred in their collection in full and in the manner and at the place provided in the procedure Payment of Security Deposit, Rent and Other Charges, and the Rules and Regulations incorporated in this Lease by reference.

G. Payment of the rent shall be an independent covenant. At Management's option and without notice, monies received from the Resident may at anytime be applied first to nonrent obligations of the Resident, then to rent, regardless of notations on checks or money orders and regardless of when the obligation arose.

H. Other payments due under this Lease may be due to the following charges for sales, service, repairs, or other costs properly incurred by Management on behalf of the Resident:

1. Charges will be made to Resident for the repair of damage to Premises, development buildings, facilities or common areas caused by Resident, someone in Resident's household or Resident's guests as provided in Section 5.j. of this Lease, and the procedure Schedule of Charges for Maintenance and Repairs incorporated in this Lease by reference.

2. Legal costs including attorney's fees properly incurred by Management in attempting to collect charges due Management will be charged to Resident and Resident will pay such charges in full when due and payable unless otherwise provided in the procedure Payment of Security Deposit, Rent and Other Charges.

3. All payments for charges other than for rent in this section shall become due and payable on the first day of the second month following the month in which such charges are incurred.

4. Other charges permitted under this Lease.

2. MATERIALS ATTACHED AND/OR INCORPORATED BY REFERENCE

The Resident Grievance Procedure and Rules and Regulations applicable to Resident and to Premises are attached hereto and are incorporated in this Lease by reference, Management's Occupancy Standards, Income Limits, Rent Determination, Payment of Security Deposit, Rent and Other Charges, Schedule of Charges for Maintenance and Repairs, Move-in/Move-out Procedures, Parking Permit Procedure, Rent Collection, Extermination Procedures, Housekeeping Standards, Guest Procedures, and Eviction and Grievance Procedures and Pet Policy are incorporated by reference and made a part of this Lease. All of these documents are posted in the management office and are available for Resident's inspection during normal business hours, and may be modified as provided in Section 13 of this part of the Lease.

3. UTILITIES, EQUIPMENT AND SERVICES

* (Water, electricity, and heat hereinafter called "utilities")

A. Management agrees to furnish:

1. Cold water to all units
2. Hot water to units located at 37 Riverside and 35 Riverside only.
3. Electricity to units located at 37 Riverside only.
4. Heat to units located at 37 Riverside Drive and Law Lane Project 3 only.

5. Residents of 37 Riverside agree to pay excess utilities as described in the Excess utility procedure posted at the management office.

6. Management agrees to furnish without additional cost to Resident and to replace as needed (subject to the obligations of Resident under Section 5.j. of this Lease) the following equipment: a range, a refrigerator, window screens, screen doors, and door locks (with the exception of tenant abuse).

7. Management agrees to furnish the following services:

a. Repair and/or replacement as necessary of all damages to Premises and equipment provided by the Management. If the damage is caused by Resident, member of Resident's household, or guests, then Resident will be charged for the costs of the repair or replacement.

b. Extermination services as provided in the Extermination Procedures posted in the Management Office. All units must be sprayed. Residents who react to the chemicals used for extermination are required to vacate their unit by 8am the morning of the spraying and are not to return until after 4pm the same day.

c. All utilities will be provided, where noted, barring any circumstances beyond the control of the Housing Authority.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. Once each year when requested by Management, and also without such a request within ten (10) days after any change in Resident's family income, employment, or family composition, Resident agrees to furnish to Management all necessary information to determine whether the rent should be changed, whether the dwelling size is appropriate, and whether Resident is eligible for continued occupancy. Such determinations shall be made in accordance with Rent Determination Occupancy Standards and Income Limits incorporated in this Lease by reference.

B. If an increase or decrease in rent is warranted by such determination, it shall be effective after the month in which the change in the factors upon which the rent is based occurred, as follows:

1. If an increase, on the first day of the second month thereafter; and
2. If a decrease, on the first day of the first month thereafter.

C. If Management finds that the information submitted in Resident's Application for Admission or that information in any submission required by this Section is incorrect and Resident's rent has been less than it would have been if based on correct information, Management shall increase the rent to the proper amount, which increase shall be effective as of the first day of the second month following the month for which the deficiency existed. If Management finds that Resident has misrepresented to it the facts on which the rent has been based, or if Resident fails to furnish the information as required by this Section, Management may terminate this Lease as provided in Section 10 of this Lease and charge Resident with any deficiency between the rent charged and rent which should have been charged or may permit Resident to remain in Premises with the rent increased to the proper amount if Resident also pays any such deficiency in rent in accordance with Rent Collection posted in the Management office.

D. Notice of any increase or decrease in rent made as provided in this Section shall be delivered to Resident or be sent to Resident by prepaid first-class mail enclosed in an envelope. The notice shall include:

1. The new rent and the date it has or will become effective.
2. The calculations upon which Resident's new rent is determined, including the amount of family income, family composition and any other factors considered by Management.
3. Reference to Resident's right to request a hearing under the Resident Grievance Procedure, if the re-determination is disputed.

E. If Management determines in accordance with the Occupancy Standards that the size of the dwelling unit is no longer appropriate for Resident's occupancy, it shall give Resident written notice of such determination, and Resident shall move to another dwelling unit of appropriate size within the development, if available, within five (5) days after receipt by Resident of such notice.

5. RESIDENT'S OBLIGATIONS

In addition to other obligations of Resident under this Lease, Resident agrees to accept full responsibility for the Resident, members of the Resident's household, and guests and:

A. Not to assign this Lease or to sublease Premises.

B. Not to provide accommodations for boarders or lodgers.

C. To use Premises continuously and solely as a private dwelling for Resident and Resident's household as identified in this Lease, which use shall include the reasonable accommodation of Resident's guest or visitors for a period not to exceed a total of fourteen (14) days in a twelve-month period beginning at the date of this lease, unless Management has given its written consent to a longer period, and, with the written consent of Management, may include care of foster children and care of a member of Resident's family, and not to use or to permit its use for any other purpose.

D. To abide by necessary and reasonable Rules and Regulations promulgated by Management for the benefit and well being of the housing community and the Residents which shall be posted in the Management Office and which are incorporated in this Lease by reference.

E. To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety.

F. To keep Premises and other such areas as may be assigned to Resident for Resident's exclusive use in a clean and safe condition.

- G. To dispose of all garbage, rubbish, and other waste from Premises in a safe and sanitary manner in accordance with the New York State, County, or local disposal and recycling laws. To contain the waste between collection days and to dispose of the waste as provided.
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other services and facilities and appurtenances including elevators where installed.
- I. To refrain from, and to cause Resident's household and guests to refrain from destroying, defacing, damaging, or removing any part of Premises or the development.
- J. To pay, in accordance with Schedule of Charges for Maintenance and Repairs incorporated in this Lease by reference, charges, other than for reasonable wear and tear, for the repair of damage to Premises, development buildings, facilities, common areas, or other property owned by Management caused by Resident, members of Resident's household, or guests either by acts of commission (i.e., holes in the walls, broken fixtures, broken windows, and other damages) and/or acts of omission (failure to carry out resident maintenance responsibilities identified in the Lease).
- K. At the termination of this Lease, to leave Premises clean and in good repair, reasonable wear and tear excepted. Wear and tear is defined as deterioration of the unit that can normally be expected during the course of occupancy and is not caused by acts or neglect of the resident, family members, or guests. If Resident fails to do so, Management may do the necessary work and charge the costs of such work against **the security deposit** as required by Part II of this Lease. If the cost exceeds the amount of the security deposit available for such payment, Resident shall pay the difference to Management within 30 days of the date of move out.
- L. To act and cause other persons who are on Premises with Resident's consent to act in a manner which will not disturb Resident's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining Premises and the development in a decent, safe, and sanitary condition.
- M. To refrain from illegal or other activity which impairs the physical or social environment of the development.
- N. To permit Management, pursuant to the provisions of Section 8 of this Lease, entrance to Premises for the purpose of performing annual, interim and periodic inspections and routine maintenance, for making improvements or repairs, or to show Premises for releasing.
- O. To notify management immediately upon observing infestation/vermin.
- P. To promptly notify Management of known need for any repairs to Premises and not make any repairs or changes to Premises without prior written approval of Management.
- Q. To furnish in accordance with Section 4.a. of this Lease, such information and certifications regarding family income and composition necessary to enable Management to re-determine Resident's rent, appropriate dwelling size, and eligibility for continued occupancy. Resident must appear at the annual recertification interview to provide necessary information and certifications.
- R. To observe the rules and regulations regarding pets included in the Rules and Regulations incorporated in this Lease by reference and as stated in the Pets Procedure posted in the management office.
- S. To act in an orderly manner in dealings with Management and/or other residents and not to harass or retaliate against Management and/or other residents in any way so long as Management and/or other residents reasonably and peacefully exercises any right granted under this Lease.
- T. To refrain from the illegal use and/or illegal possession on Management's property of guns, firearms (operable or inoperable), pellet guns, nun chucks, or similar instruments, blackjacks and explosive devices, or any other weapon defined under Section 265.00 Title P, New York Penal Code.
- U. To cause household members and guest to refrain from the use, sale, and/or possession of illegal drugs as defined by Section 102 of the Controlled Substance Act (21 USC 802) on Management's property.
- V. To refrain from the commission of any act of physical violence to persons or property on or off Premises.
- W. To refrain from use of alcoholic beverages in common areas of the development including community spaces, sidewalks, grounds, and parking lots.

X. To refrain from the use and breakage of glass containers in common areas of the development including community spaces, sidewalks, grounds, and parking lots.

Y. To refrain from loitering in common areas of the development including community spaces, sidewalks, grounds, and parking lots.

Z. To keep any areas assigned to the Resident in a clean and safe condition including the yard care specified in Part II of this Lease.

AA. To use flashlights, not candles or other open flame, to provide light in case of electric failure.

BB. Not to change or install entry locks unless specifically authorized in writing by Management.

CC. Not to install locks on interior doors.

DID. The resident shall agree not to do the following without first obtaining the Canton Housing Authority's written permission:

1. Change or remove any part of the appliances, fixtures, or equipment in the unit
2. Paint or install wallpaper or contact paper in the unit
3. Attach awnings or window guards to the unit
4. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the development grounds.
5. Attach shelves, screen doors or other permanent improvements to the unit
6. Install washing machines, dryers, fans, heaters or air conditioners in the units
7. Install any aerials, antennas or other electrical connections in the unit

EE. To provide Management with thirty (30) days, one full calendar month, advance written notice of termination of this lease on the Notice of Intent to Vacate Premises. The resident is also required to attend the move-out inspection as per the Move-in/Move-out Procedures. If the Resident elects not to attend the Moveout inspection, the Canton Housing Authority reserves the right to assess charges based on the condition of the premises at the time of the inspection and proceed to collect the assessed charges. Failure of the resident to clear charges assessed as a result of the moveout inspection and other charges is a basis for the Housing Authority's refusal to lease any Premises to the resident and any other lease holder of this Lease at any future time.

FF. To retain the obligation for the Premises until such time as the keys are returned to the Canton Housing Authority. Transferring the possession of the keys to another person(s) does not relieve the Resident of any obligation under this lease.

GG. All resident vehicles parked on housing authority property must have a current resident vehicle sticker. The sticker may be obtained from the Management office by registering the vehicle. Those resident vehicles that do not have a current sticker will be towed at the owner's expense.

HH. All New vehicles parked on Housing Authority Property must be currently, and validly, registered and licensed with the York State Department of Motor Vehicles. Residents shall file and maintain on file a copy of said registration with Management.

II. To make arrangements for mail and package delivery. Management shall not accept or assume responsibility for any Resident all necessary and proper arrangements for mail and package delivery. Management shall not accept or assume responsibility for any deliveries for or on behalf of Resident, including but not limited to regular US mail service, express mail service, UPS, courier, personal delivery, and medical/legal deliveries.

JJ. To make all arrangements for the receipt of phone calls. Management shall not accept or assume responsibility for any Resident phone calls.

KK. Not to conduct or participate in the sale of merchandise or personal property from Housing Authority property specifically including, but not limited to, lawn/yard/tag or "like kind" sales.

LL. To maintain daily and keep in clean, good, and safe condition all lawn areas contiguous to Resident's individual dwelling unit, free from all personal property, rubbish, and other obstructions and encumbrances.

MM. To at all times maintain and keep hallways and common areas free from all personal property, including but not limited to clothing, footwear, bicycles, shopping carts, packages and personal delivery items.

NN. To properly supervise the use of the playground area by the Resident's children and invitees and refrain from any activity which alters or in any way damages the playground equipment.

OO. To use common areas in a manner consistent with their intended purpose and not to interfere with the rights of other Residents with regard to these areas. Resident shall not use these areas in any manner which is commercial, excessive, unsafe or illegal. Management will operate and maintain the common areas and facilities in such a manner as Management, in its sole discretion, shall determine from time to time. Furthermore, Management shall have full right and authority to make all rules and regulations pertaining to the operation and maintenance of the common areas and facilities.

PP. To strictly comply with all smoking regulations of the Canton Housing Authority. All indoor common areas at 37 Riverside Drive, 35 Riverside Drive, Law Lane apt. unit numbers 1-20 and the Community Building are smoke-free. The only area smoking is allowed is within Resident's apt. If Resident and/or guest choose to smoke, the apt. door must remain closed.

QQ. To comply with all maintenance regulations, including cycle painting and pest control, and not to interfere with or obstruct Management's maintenance obligations.

6. OBLIGATIONS OF MANAGEMENT

In addition to other obligations of Management under this Lease, Management agrees:

A. To maintain Premises and the development in a decent, safe and sanitary condition. Management maintenance shall include interior painting of, and pest control in, all residential units without exception, unless specifically prohibited by Resident's verified medical excuse. Decisions as to frequency, nature and extent of maintenance shall rest solely with Management.

B. To comply with requirements of applicable building and housing codes and regulations of the U.S. Department of Housing and Urban Development materially affecting health and safety.

C. To make necessary repairs to the Premises.

D. To keep development buildings, facilities and common areas not otherwise assigned to Resident for maintenance and upkeep in a clean and safe condition.

E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, facilities, and appliances, including elevators, supplied or required to be supplied by Management.

F. To provide at move-in only appropriate receptacles and facilities. In the case of loss, damage or theft, the resident must replace the receptacles, at their own expense. Replacement of receptacles must take place within 5 days, of the incident of loss, damage or theft. Losses should also be reported to management.

G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection.

H. That Resident shall have the exclusive right to use and occupy Premises including the reasonable accommodation of Resident's guests and visitors and, with the consent of Management, may include care of foster children and live-in care of a member of Resident's family.

1. To inspect Premises with Resident or his/her representative prior to the commencement of occupancy by Resident and prior to occupancy to provide Resident with a written statement of the condition of Premises and equipment to be signed by Resident and Management in accordance with the Inspection procedure posted in the management office.

A copy of the statement shall be retained in Resident's file. Deficiencies noted by Resident or Management in such inspection shall be remedied within fifteen (15) days of the inspection. Management shall also inspect Premises and equipment at the time Premises are vacated and provide Resident with an itemized notice of any charges to be made as provided by Section 5.j. of this Lease and in accordance with the Inspection procedure. Provision for Resident's participation in the inspection shall be made in accordance with Section 5 of this part of the Lease unless Resident has vacated without notice.

7. REPAIRS TO PREMISES

A. If Premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of Resident and members of Resident's household:

1. Resident shall immediately notify Management of the damage.

2. Management shall commence repairs within a reasonable time. If the damage was caused by Resident, Resident's household or guests, the reasonable cost of repairs in accordance with Schedule of Charges for Maintenance and Repairs incorporated in this Lease by reference will be charged to Resident.

3. If the damage was not caused by Resident, members of Resident's household or guests and if necessary repairs cannot be completed so that it appears that Premises will not be available within a reasonable time for normal occupancy, Management shall offer standard, alternative accommodations to Resident, if available.

B. In the event that Premises are damaged to the extent that conditions are created which are of an emergency nature, but which are not hazardous to life, health or safety of Resident and members of Resident's household:

1. Resident shall immediately notify the Housing Authority office of the damage(s). Maintenance shall commence repair(s), through a work order, to Premises within a reasonable time.

8. ENTRY

A. Management shall be permitted to enter the Premises upon at least fortyeight (48) hours written notice delivered to Premises stating the purpose of the entry; between the hours of 8:00 a.m. and 4:00 p.m. or such other times as agreed to by the Resident and the Management; to perform annual, interim and periodic inspections by staff; and Maintenance may enter the unit upon request to make improvements or repairs, or to show Premises for re-leasing.

B. Management may enter Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists or one is impending.

C. If Resident and all adult members of Resident's household are absent from Premises at the time of entry, Management shall leave on Premises a written statement specifying the date, time and purpose of entry prior to leaving Premises.

D. If/when Management and/or Maintenance enter a unit, all doors will be locked when leaving, even if doors were unlocked when entry was made.

9. NOTICE

A. Except as provided in Sections 8 and 9.b. of this Lease, any notice to Resident shall be in writing and delivered to Resident or to an adult member of Resident's household residing in Premises or sent by prepaid, first-class mail enclosed in an envelope, properly addressed to Resident.

B. Notice of termination of this Lease shall be in writing and be by personal delivery or sent by prepaid, first-class mail or certified mail enclosed in an envelope, properly addressed to Resident.

C. Notice to Management from the resident or the resident's representative shall be in writing, delivered to the Management office or sent by prepaid, first-class mail enclosed in an envelope, properly addressed.

10. TERMINATION

A. Management shall not terminate or refuse to renew this Lease except for serious or repeated violations of material terms of this Lease such as failures to make payments due under the Lease or to fulfill the Resident's obligations set forth in Section 5 (Resident's Obligations) of this Lease or for other good cause, including but not limited to:

1. Non-payment of rent except as otherwise provided in Payment of Security Deposit, Rent and Other Charges incorporated in this Lease by reference.

2. The proper issuance of three (3) "Notice to Quit Premises" notices in the twelvemonth period term of the Lease to obtain payment of rent.

3. Non-payment of a charge other than for rent or legal costs within thirty (30) days of the date the charge was made unless otherwise provided in Payment of Security Deposit, Rent and Other Charges incorporated in this Lease by reference.

4. Resident failed to conduct himself/herself and require other persons on the Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises or act in a manner that threatens the health or safety of any other resident(s) or employee(s) of the Canton Housing Authority. If the activity is not criminal and is not willful, then in the event that the breach is remediable and an emergency does not exist, written notice of the breach shall be given and the Resident shall correct the breach within seventytwo (72) hours. Any subsequent breach of a like nature may result in termination. A police report shall be filed.

5. Resident has caused or allowed serious damage or injury to Premises by Resident, household member, or guest.

6. Resident has failed or refused to appear at the re-certification interview or failed or refused to furnish accurate information for regular or interim re-determination to be made pursuant to Section 4 of this Lease, after written requests therefore.

7. Resident has misrepresented to Management material facts on which admission and continued occupancy or rent is based.

8. Resident has failed or refused to move to another dwelling unit or to move from Management owned dwelling units pursuant to Section 4 of this Lease.

9. Resident has received four trash citations within a twelve-month period beginning from the date of this lease.

10. Discontinuation of utility services because of nonpayment of amount due to any utility provider.

11. Resident has been absent continuously in excess of thirty (30) days.

B. Resident shall vacate the premises and remove all personal property within the following time periods:

1. Within fourteen (14) days after receiving "Notice to Quit Premises" when termination is for failure to pay rent.

2. Within a reasonable time after notice of termination, which time span shall be specified by Management, and, which, if practical, shall not be less than twentyfour (24) hours but not more than seventytwo (72) hours depending on the urgency of the situation in the case of a threat to the life, health or safety of other Residents or Management's employees or criminal activities. The exact time span shall be specified by Management.

3. Within thirty (30) days after notice in all other cases.

C. The "Notice to Quit Premises" to Resident shall state the reasons for termination and shall inform Resident of his right to make such reply as he may wish and of his right to request a hearing in accordance with Management's grievance procedure.

D. Except in instances where four "Notice to Quit Premises" notices have been issued in a twelvemonth period beginning at the date of this Lease, Resident shall have the absolute right to redeem Premises and continue occupancy under this Lease, if, prior to the time stated in the "Notice of Petition" served or posted by the Sheriff's Department for execution of the eviction order, Resident pays to Management at management office all past due rent and the costs, which the Court has allowed.

E. This Lease may be terminated by Resident by giving thirty (30) days advance written notice to Management. Such notice if not given on the first day of the month, shall begin on the first day of the month following the notice. The

Management will schedule a move-out inspection at the time of the notice. The resident is required to attend the moveout inspection as per the Move-in/Move-out Procedures. If the Resident elects not to attend the Moveout inspection, the Canton-Housing Authority reserves the right to assess charges based on the condition of the premises at the time of the inspection and proceed to collect the assessed charges. Failure of the resident to clear charges assessed as a result of the move-out inspection and other charges is a basis for the Housing Authority's refusal to lease any premises to the resident and household members at any future time.

11. ABANDONMENT AND ABANDONED PROPERTY

The Authority may take possession of the Dwelling Unit after Resident has moved out, whether by eviction through judicial process or by abandonment. If there are reasonable grounds to question whether or not Resident has moved out, the Authority may secure the Dwelling Unit against vandalism and a notice of planned entry will be delivered or attached to the Dwelling Unit. If there is no response to this notice after 48 hours, the Authority will conclude that Resident has moved out. The Authority may remove and store any of Resident's property left in the Dwelling Unit or the Development when Resident moves out. The Authority may sell any such property at a public or private sale (subject to any recorded security agreement or financing statement) after 30 days written notice of the time and place of sale has been sent to Resident at the Dwelling Unit's address or Resident's forwarding address, if such forwarding address has been provided to the Authority by Resident. A prior court hearing shall not be required for the Authority to exercise its rights under this section. If the Authority sells the property, the money received will first be used to pay for the cost of storage and the sale, and then charges owed by Resident, if any. If there is any money left, it will be sent to Resident at Resident's forwarding address. Nothing in this section shall limit the Authority's right to immediately dispose of trash or other property of no value.

12. CONTROLLING LAW

Provisions of this Lease are in compliance with federal statute and/or a regulation of the U.S. Department of Housing and Urban Development shall be controlling.

13. NON-WAIVER OF RIGHTS

The failure of Management or Resident to exercise any right or remedy as provided in this Lease shall not affect the right to do so at any later date for similar or other causes.

14. RESIDENT GRIEVANCE PROCEDURE

Except in instances where the Resident Grievance Procedure is not applicable, all disputes concerning the obligations of Resident or Management under this Lease shall be resolved in accordance with the Resident Grievance Procedure.

Whenever Management takes action materially affecting Resident, if requested by Resident, it shall fully and meaningfully inform Resident of Resident's rights under the Resident Grievance Procedure and the steps necessary to secure those rights.

15. COMPLETE AGREEMENT

A. This Lease, together with the documents incorporated by reference in Section 2 of this Lease, evidences the entire agreement between Management and Resident.

B. This Lease may be modified from time to time by Management, provided Management shall:

1. Deliver to Resident or send to Resident at least thirty (30) days written notice setting forth the proposed modifications, and providing Resident an opportunity to present written comments which Management shall take into consideration prior to adoption of the proposed modifications; and

2. Post a copy of such notice in the management office where it shall be available for inspection by Resident during normal business hours.

C. The documents incorporated by reference may be modified from time to time by Management as provided by applicable regulations.

D. Any re-determination of rent shall be made in accordance with the provisions of Section 4.a. and 5.p., and notice shall be given as provided in that section.

E. Any modification of this Lease must be accompanied by a written rider to this Lease executed by Management and Resident to evidence notice of the modification. Refusal of the Resident to execute the modification after having been given the opportunity to do so shall not prevent the modification from becoming effective.

16. SEVERABILITY

In the event that a court of competent jurisdiction invalidates any portion of this Dwelling Lease, that portion shall be severed and the remainder shall continue in full force and effect.

Dwelling Lease

CANTON HOUSING AUTHORITY
37 RIVERSIDE DRIVE
CANTON, NY 13617

Canton Housing Authority – Dwelling Lease Contract

PART II OF THE DWELLING LEASE AGREEMENT

CANTON HOUSING AUTHORITY

CONTRACT

THIS AGREEMENT is executed this _____ day of _____, 20 _____
by and between the Canton Housing Authority, herein called "Management" and
_____ herein called "Resident".

1. UNIT

Management, relying upon the representations of the Resident as to the Resident's income, household composition and housing need, leases to the Resident upon the Terms and Conditions set forth in PART I of this Lease Agreement, the dwelling unit described below:

Street Address _____
(herein called the "Premises")

Development _____ Bedrooms # _____

2. HOUSEHOLD COMPOSITION

The Resident's household listed is composed of the individuals listed below. **Except for Household Head (Resident), Spouse and/or Co-Resident, each household member should be listed by age, oldest to youngest.** All adult members of the household shall execute the Lease.

Resident certifies that neither Resident nor any member of Resident's household listed below as occupants of the unit described above has been convicted of a felony. In the event that Resident or a family member has been convicted of a felony, Resident must present to Management, to its sole satisfaction, evidence that such person has been rehabilitated before such person may reside in the apartment. As to present Residents, this provision shall have prospective application only.

Members of the household who will reside in Premises are:

Name	Relationship to Head	D.O.B.	Age	Soc.Sec. #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. TERM

Management hereby leases to Resident the Premises for a term beginning on _____, 20 _____ and ending on _____, 20 _____, at midnight.

4. RENT

A. A monthly rental of \$_____. Prorata rent for this initial period is \$_____ and is due and payable upon execution of this Lease.

B. Unless terminated as provided in Part I, Section 10, this Lease renews itself from month to month on the same terms and conditions and at the monthly rental of \$_____, Payable in advance on the first day of each month. Rent may be changed as provided in Section 4 of this Lease.

5. SECURITY DEPOSIT

A security deposit in the amount of \$_____ shall be made in one lump sum at the time of move in.

6. PET DEPOSIT

A pet deposit in the amount of \$_____ shall be made in one lump sum at the time the pet comes into the unit, at Resident move in or any time thereafter.

7. UTILITY ALLOWANCE

The sum of \$_____, for _____.

8. EXECUTION

By Resident's signature below, Resident and household agree to the Terms and Conditions of PART I and II of this Lease and all additional Agreements made part, thereof, by reference.

By the signature(s) below, I/we also acknowledge that the provisions of PART I of this Lease Agreement have been received, thoroughly explained and understood.

Resident _____ Date: _____

Co-Resident _____ Date: _____

Co-Resident _____ Date: _____

Canton Housing Authority
Dwelling Lease Certification

Canton Housing Authority Rep. _____ Date: _____

Resident's Certification

I, _____, hereby certify that I and other members of my household have not fraudulently provided any information that is untrue and may disqualify me or my household for admission and continued occupancy for the Federal housing assistance program. This includes but is not limited to information concerning income, assets, family composition, social security numbers, Federal and/or local preference(s) if applicable, allowances, medical expenses, or previous resident history or criminal history.

I also certify that I have been informed by Management and understand the information concerning the following provisions indicated below:

- * PART I of this Lease
- * Security Deposits
- * Occupancy Rules and Regulations
- * Standard Maintenance Charges
- * Grievance Procedure
- * Care of Grounds
- * Move in/Move out Procedures
- * Housekeeping Standards
- * Drugs, Weapons and One-Strike You're Out Policies
- * Pet Policy and Procedures
- * Collection of Rent and Other Charges Procedures
- * Parking Permit Procedures
- * Guest Procedures
- * 504 Handicap Accessibility
- * Excess Utilities

Policies and Procedures

I acknowledge that the Canton Housing Authority may change or add to information concerning my tenancy from time to time. I have been advised of my right to comment on these changes or additions within thirty days of notice of the Canton Housing Authority's intent to change or add. I have been advised of the posting locations of policies and procedures concerning my tenancy with the Canton Housing Authority.

Signature of Head of Household

Date

Signature of Head of Co-Resident

Date

MANAGEMENT OFFICE address: 37 Riverside Drive, Canton, NY 13617

Hours (Monday through Friday): 8:00 a.m. to 4:00 p.m. (closed from noon to 1:00 p.m., & on holidays)

Office Telephone Number (315) 386-8381

Canton Housing Authority
Dwelling Lease – Addendum

ADDENDUM

The following additional Lease provisions are incorporated in full in the Lease between

_____ (the "Resident") and the Canton Housing Authority, Canton, New York, who accepts the possession of **unit no.** _____ **at** _____ Canton, New York (the "Dwelling Unit") under the same terms and conditions stated within the Original Dwelling Lease Agreement. The initial term of this Addendum shall be from _____, 20 ____, until _____, 20 ____. Beginning on _____, 20 ____, Resident shall pay rent in the amount of \$ _____ on the first day of each month this Lease is in effect.

Members of the Household. The dwelling is leased for the sole use and occupancy of Resident and the members of Resident's household ("Household Members") **listed below**. Resident must receive the written approval of the Authority for any changes to household members.

Name	Relationship to Resident
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In Witness Hereof, the Parties have executed this Least Addendum Agreement this _____ day of _____, 20 ____ at Canton, New York.

Resident(s)

Canton Housing Authority

