

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: North Adams Housing Authority PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 10/2008 PHA Code: MA034					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 307 Number of HCV units: 313					
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:					
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.					
6.0	PHA Plan Update The PHA's Pet Policy, Grievance Policy and Lease have been changed. They are attached as MA034.Pet Policy.2008.doc, MA034.Grievance Policy.2008.doc and MA034.Lease.2008. Copies of the Annual and 5-year Plans are available at the North Adams Housing Authority's main office located at 150 Ashland St. North Adams, MA 01247. Copies are also available at the satellite office located at 31 Angeli St. North Adams, MA 01247					
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i>					
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.					
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. File 50075.1 for 2006, 2007 and 2008 are attached as MA034.2006 500751.2008.doc, MA034.2007 500751.2008.doc and MA034.Budget Sub.500751.doc					
8.2	Capital Fund Program Five-Year Action Plan. The 5 year action plan is attached as MA034.5yr Plan.500752.doc					
8.3	Capital Fund Financing Program (CFPP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.					
9.0	See Attached file MA034.Housing Needs.2008					

9.1	See Attached file MA034.Housing Needs.2008
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10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>As this report our most significant accomplishment called for in our 5 year plan is the replacement of all of the toilets in the authority. This project has required the expenditure of over \$300,000 but will provide significant savings in water usage over the next several years. We are also making progress in catching up with many items that were assigned to deferred maintenance.</p>
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11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

- 1. At the end of the program year; until the program is completed or all funds are expended;
- 2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
- 3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary						
PHA Name/Number North Adams Housing Authority MA 034		Locality (City/County & State)North Adams, Berkshire, Massachusetts			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2008	Work Statement for Year 2 FFY 2009	Work Statement for Year 3 FFY 2010	Work Statement for Year 4 FFY 2011	Work Statement for Year 5 FFY 2012
B.	Physical Improvements Subtotal	Annual Statement	406,837	215,163	114,400	
C.	Management Improvements		30,000	10,000	10,000	10,000
D.	PHA-Wide Non-dwelling Structures and Equipment		177,487		20,000	205,452
E.	Administration		95,000	41,000	41,000	41,000
F.	Other		163,615	62,289	70,000	72,000
G.	Operations		80,000	80,000	80,000	80,000
H.	Demolition					
I.	Development				73,052	
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		952,939	408,452	408,452	408,452

Part I: Summary	
PHA Name: North Adams Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA034P034501-06 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2006 FFY of Grant Approval: 2006	

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 9/30/2009 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	80000		80000	80000
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	41000		41000	41000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40000		40000	35000
8	1440 Site Acquisition				
9	1450 Site Improvement	2000			
10	1460 Dwelling Structures	232800			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				a

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary						
PHA Name: North Adams Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA034P034501-06 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2006 FFY of Grant Approval:	
Type of Grant						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2008			<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)	12652		12652	12652	
20	Amount of Annual Grant:: (sum of lines 2 - 19)	408852				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director James Baldwin 3/20/2009			Date	Signature of Public Housing Director		
				Date		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority			Grant Type and Number Capital Fund Program Grant No: MA034P034501-06 CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2006		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Operations	1406	LS	80,000		80,000	80,000	
PHA Wide	Admin Costs	1410	LS	41000		41000	41000	
PHA Wide	A&E Fees	1430	LS	40000		40000	35000	
PHA Wide	Contingency	1502		12652		12652	12652	
MA 34-1 Site 1 Greylock Apartments	Surface under Playground Swings	1450	LS	2000				
MA 34-1 Site 2 Riverview	Repair Recoat upper level decks	1460	LS	4000				
	Replace Floor Tile	1460	2 units	10000		10000	9750	
MA 34-2	Replace bath floors	1460	126 units	151200		125000	125000	
	Install CO detection system	1460	LS	2000				
MA 34-6	Replace bath floors	1460	53	63,600		50000	50000	
	Install CO detection system	1460	LS	2000				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: North Adams Housing Authority					Federal FFY of Grant: 2006
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
1408	9/30/2008		9/30/2010		
1410	9/30/2008		9/30/2010		
1430	9/30/2008		9/30/2010		
1502	9/30/2008		9/30/2010		
MA 34-1 Site 1	9/30/2008		9/30/2010		
MA34-1 Site 2	9/30/2008		9/30/2010		
MA 34-2	9/30/2008		9/30/2010		
MA 34-6	9/30/2008		9/30/2010		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary		
PHA Name: North Adams Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA034P034501-07 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2007 FFY of Grant Approval:

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 9/30/2008 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	6,000		1,500	1,450
4	1410 Administration (may not exceed 10% of line 21)	41,000		41,000	41,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,000		25,000	21,450
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	290,845			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	10,450		5,400	5,225
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary						
PHA Name: North Adams Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA034P034501-07 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2007 FFY of Grant Approval:	
Type of Grant						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2008			<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)	32,224				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	420,519				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director James Baldwin 3/20/2008			Date	Signature of Public Housing Director		
				Date		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority			Grant Type and Number Capital Fund Program Grant No: MA034P034501-07 CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2007		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Extend Computer to Maintenance	1408		1,500		1,500	1,450	Complete
	Replace Office Carpet	1408		4,500				
PHA Wide	Administrative Costs	1410		41,000		41,000	41,000	
PHA Wide	A&E Fees	1430		40,000		25,000	21,450	
PHA Wide	Flatbed Trailer	1475		3500		2900	2875	
	Pro Press Pipe Tool	1475		2500		2500	2350	
	Lawn Tractor	1475		2,500				
	10" Miter Saw	1475		650				
PHA Wide	Contingency	1502		32,224				
MA 34-1 Site 1	Install new Bath fans & lights	1460	96	57,600				
Greylock Apartments	Heating System Repairs	1460	LS	91,750				
	Exterior Painting	1460	96	10,000				
	Replace Bathroom Sinks	1460	96	19,400				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority			Grant Type and Number Capital Fund Program Grant No: MA034P034501-07 CFPP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2007		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
MA34-1 Site 2 Riverview	Heat Plant repairs	1460	LS	33,950				
MA34-2 Ashland Park	Security Cameras	1460	LS	11,000				
	R/R Stairway Firedoors	1460	LS	17,800				
	Repair Cmty Room Windows	1460	LS	2,500				
	Reinforce Rebar area at floor seams	1460	LS	5,000				
	Purchase 60" Round Tables	1475	10	1300				
MA34-35-6 Spring Park	Install floor covering vacant units	1460	6	27,000				
	R/R Stairway Firedoors	1460	LS	3,060				
	Install Lighting North Exterior	1460	1	785				
	Intall Security Cameras	1460	LS	11,000				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: North Adams Housing Authority				Federal FFY of Grant: 2007	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
1408	9/30/2009		9/30/2011		
1410	9/30/2009		9/30/2011		
1430	9/30/2009		9/30/2011		
1475	9/30/2009		9/30/2011		
1502	9/30/2009		9/30/2011		
MA34-01 Site 1	9/30/2009		9/30/2011		
MA34-01 Site 2	9/30/2009		9/30/2011		
MA34-2	9/30/2009		9/30/2011		
MA34-6	9/30/2009		9/30/2011		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

FINANCIAL RESOURCES PLANNED SOURCES AND USES

SOURCES	PLANNED \$	PLANNED USES
1) Federal Grants		
a) PHA Operating Fund	\$ 1,041,426	
b) PHA Capital Fund	430,152	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant based Assistance	2,092,933	
f) PHA Drug Elimination Program		
g) Resident Opportunity and Self-Sufficiency Grants		
h) CDBG		
i) HOME		
OTHER FED. GRANTS		
2) Prior Year Grants		
MA06P034501-06	40,052	
MA06P034501-07	109,851	
3) Public Housing Dwelling Rental	845,000	
4) Other Income		
a) Washer/Dryer & Excess Utility	9,600	
b) Investment Income	30,000	
5. Non-Federal Sources		
a) MA Rental Voucher	2,700	
b) Community Residence Rent Income	17,527	
TOTAL RESOURCES	4,619,241	

Part I: Summary	
PHA Name: North Adams Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA06P034501-08 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2008 FFY of Grant Approval:	

Type of Grant
 Original Annual Statement **Reserve for Disasters/Emergencies** **Revised Annual Statement (revision no: _____)**
 Performance and Evaluation Report for Period Ending: **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	10,000			
4	1410 Administration (may not exceed 10% of line 21)	43,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	266,152			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	45,500			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary						
PHA Name: North Adams Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA06P034501-08 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2008 FFY of Grant Approval:	
Type of Grant						
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)	25,500				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	430,152				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director James Baldwin 3/20/2009			Date	Signature of Public Housing Director		
				Date		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA06P034501-08 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2008			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Management Improvement			10,000				
PHA Wide	Administrative Costs			43,000				
PHA Wide	A&E Fees			40,000				
PHA Wide	Contingency			25,500				
PHA Wide	Purchase Truck and Tractor			45,500				
MA34-1 Site 1	Install Surveillance System			32,000				
Greylock	Playground Equipment			50,000				
	Replace Heat Exchanger			18,500				
	Total MA34-1 Site 1			100,500				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority			Grant Type and Number Capital Fund Program Grant No: MA06P034501-08 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2008		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
MA34-1 Site 2 Riverview	Repair stairs and decking			25,000				
	Total MA34 Site 2			25,000				
MA34-2 Ashland Park	Replace Generator Replace Sidewalks			54,000 45,000				
	Total MA34-2			99,000				
MA34-6 Spring Park	Install Surveillance System General Landscaping			32,000 9,652				
	Total MA34-6			41,652				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: North Adams Housing Authority				Federal FFY of Grant: 2008	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
1408	9/30/2010		9/30/2011		
1410	9/30/2010		9/30/2011		
1430	9/30/2010		9/30/2011		
1502	9/30/2010		9/30/2011		
MA34-1 Site 1	9/30/2010		9/30/2011		
MA34-1 Site 2	9/30/2010		9/30/2011		
MA34-2	9/30/2010		9/30/2011		
MA34-3	9/30/2010		9/30/2011		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary	PHA Name: North Adams Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA06S03450109 Replacement Housing Factor Grant No: Date of CFFP: March18, 2009	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant
 Original Annual Statement **Reserve for Disasters/Emergencies** **Revised Annual Statement (revision no:)**
 Performance and Evaluation Report for Period Ending: **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	20000			
4	1410 Administration (may not exceed 10% of line 21)	54000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	50000			
8	1440 Site Acquisition				
9	1450 Site Improvement	20000			
10	1460 Dwelling Structures	270000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	57487			
13	1475 Non-dwelling Equipment	30000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary						
PHA Name: North Adams Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA06S03450109 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2009 FFY of Grant Approval: 2009	
Type of Grant						
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)	43000				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	544487				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director James Baldwin 4/6/2009			Date	Signature of Public Housing Director		
				Date		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority			Grant Type and Number Capital Fund Program Grant No: MA06S03450109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Provide Hand held computers for maint.	1408		20000				
PHA Wide	Administration	1410		54000				
PHA Wide	Fees and Costs	1430		50000				
PHA Wide	Purchase snow plow truck	1475		30000				
PHA Wide	Contingency	1502		43000				
MA034 Site 1								
Greylock Apartments								
	Playground Equipment	1450		20000				
	Refurbish Apartments	1460	10	50000				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: North Adams Housing Authority			Grant Type and Number Capital Fund Program Grant No: MA06S03450109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
MA034-2								
Ashland Park								
	Repave parking lots and side walks	1470		57487				
MA034-35-6								
Spring Park								
	Replace Apartment Windows	1460		220000				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 10/1/200_, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

North Adams Housing Authority

MA 034

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20____ - 20____

Annual PHA Plan for Fiscal Years 2008 - 2008

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official James M. Neville	Title Vice-Chair
Signature	Date June 11, 2009

CHALLENGED ELEMENTS

As stated in the Resident Advisory Board's comments there were no challenged elements to this plan either through the Resident Advisory Board or the public comment period or hearing.

**NORTH ADAMS HOUSING AUTHORITY
TENANT GRIEVANCE PROCEDURE**

1. RIGHT TO A HEARING

Upon filing a written request as provided in these procedures, any tenant who is aggrieved by any North Adams Housing Authority (“NAHA”) action or failure to act in accordance with the lease or any statute, regulation, policy or procedure which affects the tenant’s status, rights, duties or welfare will be entitled to a grievance hearing, except in certain eviction proceedings as set forth below.

“Tenant” means the adult person(s) (or emancipated minor) who resides in the apartment and who executed the lease with NAHA or, if no such person now resides in the apartment, (a) the remaining head of Tenant’s household residing in the apartment who has been listed on the Tenant Status Review form or (b) a caretaker relative who seeks to assume guardianship over the remaining minor member(s) of the Tenant’s household.

- a. A Tenant will not be entitled to a grievance hearing in cases of eviction if there is reason to believe that the Tenant or a member of the Tenant’s household has:
 - i. Unlawfully caused serious harm to another NAHA resident or NAHA employee, or any other person lawfully on the premises of the NAHA;
 - ii. Threatened to seriously, physically harm another NAHA resident or NAHA employee or any person lawfully on the premises of the NAHA;
 - iii. Destroyed, vandalized or stolen property of another NAHA resident or NAHA employee or any person lawfully on the premises of the NAHA which thereby creates or maintains a serious threat to the health or safety of an NAHA resident or NAHA employee or any person lawfully on the premises of the NAHA;
 - iv. On or adjacent to NAHA property possessed, carried or illegally kept a weapon in violation of G.L. c. 269, § 10, or possessed or used an explosive or incendiary device or has violated any other provisions of G.L. c. 266, §§101-102B;
 - v. On or adjacent to NAHA property, unlawfully possessed, sold or possessed with intent to distribute a controlled substance as defined in classes A, B or C of G.L. c. 94C, § 31;
 - vi. Engaged in other criminal conduct which seriously threatened or endangered the health or safety of an NAHA resident, NAHA employee or any person lawfully on the premises of the NAHA;
 - vii. For any reason set forth in G.L. c. 139, § 19; or
 - viii. A guest of Tenant or of a member of Tenant’s household engaged in any such activity listed in paragraphs (i) through (vii), inclusive, where the

Tenant knew or should have known that there was a reasonable possibility that the individual would engage in misconduct.

2. PROCEDURE FOR PRIVATE CONFERENCE IN NON-EVICTION CASES

- a. In non-eviction cases, Tenant's grievance will be presented initially, either orally or in writing, to the management office at the development in which Tenant resides so that the grievance may be discussed informally and settled without a hearing. In the case of a Tenant who lives in housing that does not have a local management office, such grievance will be presented initially to the NAHA office or management company that manages such housing. Alternatively, any Tenant may personally present or mail a written request for a grievance hearing to the NAHA hearing coordinator at 150 Ashland Street, P.O. Box 666, North Adams, MA 01247. The NAHA hearing coordinator will check with appropriate NAHA personnel regarding hearing requests to determine if a private conference has been held regarding the grievance. If no private conference has been held, the hearing coordinator will forward the request to the appropriate NAHA personnel so that a private conference may be held.
- b. If the grievance is based upon a written notice of proposed adverse action by the NAHA, it must be presented by Tenant or his/her representative within 30 days of Tenant's receipt of NAHA's written notice of proposed adverse action unless Tenant presents evidence of compelling circumstances which prevented Tenant from presenting the grievance within such 30-day period, in which case the period for presenting the grievance will be extended a reasonable time considering all the circumstances. In cases where delay will be prejudicial to the NAHA, Tenant will present his/her grievance within 10 business days from Tenant's receipt of NAHA's written notice of proposed adverse action. If a grievance is based on grounds other than Tenant's receipt of an NAHA notice of proposed adverse action, Tenant must present his/her grievance within a reasonable time. Any written notice of proposed adverse action will advise Tenant of the time period for presenting a grievance.
- c. If the grievance is not resolved at the private conference, a summary will be prepared within a reasonable time and one copy will be given to Tenant and one copy retained in Tenant's file. The summary will specify the names of the participants, date of the meeting, the nature of the proposed disposition of the grievance and the specific reasons therefor, the procedure by which a hearing may be obtained if the Tenant is not satisfied, and the time period for requesting a hearing. With the summary, the NAHA will also provide a form by which Tenant may request a grievance hearing. Agreements reached at the private conference will be put into writing and signed by the parties. A copy will be provided to Tenant and a copy will be kept in Tenant's file.
- d. If dissatisfied with the proposed disposition of the grievance, Tenant will submit a written request for a hearing within 10 business days after Tenant's receipt of the summary pursuant to paragraph 2(c), unless Tenant presents evidence of compelling circumstances which prevented Tenant from filing the hearing request within such 10-day period, in which case the time period for requesting a hearing will be extended to a reasonable time considering all the circumstances.

3. PROCEDURE FOR PRIVATE CONFERENCE IN EVICTION CASES

- a. In eviction cases, the Tenant will be provided with a written statement which includes the following:
 - i. Specific reasons for termination, the facts on which they are based and the source of these facts;
 - ii. A date, time and place for a private conference between the Tenant and the NAHA housing manager or management staff;
 - iii. A statement that the Tenant has the right to request a hearing under the grievance procedure and the method of making the request; and
 - iv. Except in nonpayment of rent cases, a statement that anything Tenant says in the private conference is not confidential and may be used in any subsequent proceeding and that the Tenant may remain silent if he/she chooses.
- b. At the private conference, management and Tenant will discuss any aspect of the proposed termination, and Tenant may make such explanation or reply as he/she may wish. If the grievance is not resolved at the private conference, a summary will be given to Tenant and one copy will be retained in Tenant's file. The summary will specify the names of the participants, the date of the meeting, the nature of the proposed disposition of the grievance and the specific reasons therefor, the procedure by which a hearing may be obtained if the Tenant is not satisfied, and the time period for requesting a hearing. A summary will be prepared and delivered to the Tenant and a copy retained in the Tenant's file even when the Tenant fails to attend the private conference.

With the summary, NAHA will provide a form by which Tenant may request a grievance hearing, except in cases where Tenant does not have the right to a grievance hearing. Arrangements reached at the private conference will be put in writing and signed by the parties. One copy will be provided to Tenant and one copy will be kept in Tenant's file.

- c. Tenant must file a hearing request within:
 - i. Five business days, in the case of creation or maintenance of a threat to health or safety of another NAHA resident, NAHA employee or any person lawfully on the premises of the NAHA;
 - ii. 14 days in the case of nonpayment of rent; and
 - iii. 30 days in all other cases.

4. SCHEDULING A GRIEVANCE HEARING

- a. To request a grievance hearing, Tenant may file a written request for a grievance hearing with the appropriate local housing manager who will promptly forward the hearing request to the NAHA hearing coordinator. Alternatively, Tenant may

personally present or mail a written request for a grievance hearing to the NAHA hearing coordinator.

- b. The hearing coordinator will schedule a hearing as promptly as possible. All requests for hearings will be heard within 30 days from the time the Tenant files his/her request for hearing. The Tenant will have at least 10 days advance written notice of the date, time and place of the hearing. If Tenant requires a change in the date of the hearing, Tenant must contact the hearing coordinator at least 48 hours in advance of the scheduled hearing. Upon Tenant's showing of good cause, the hearing coordinator will arrange an alternate date and time for the hearing and notify all parties.

5. HEARING AND DECISION

- a. If Tenant or the NAHA fails to appear at a scheduled hearing, the hearing officer may decide to postpone the hearing or may determine that the party has waived his/her right to a hearing. The hearing officer will reschedule the hearing if he/she determines that there is good cause for the Tenant's failing to appear.
- b. The hearing will provide Tenant the basic safeguards of due process, including:
 - i. The opportunity to examine before the hearing and to copy all documents, records and regulations of the NAHA that are relevant to the hearing. NAHA may charge a reasonable fee if Tenant requests copies of more than 50 pages of documents;
 - ii. The right to be represented by counsel or other person chosen as Tenant's representative;
 - iii. The right to present evidence and arguments in support of his/her grievance, to controvert evidence relied upon by NAHA or development management, and to confront and cross-examine all witnesses on whose testimony or information NAHA or development management relies; and
 - iv. A decision based solely and exclusively upon the facts presented at the hearing.
- c. At the hearing, in cases not involving evictions, Tenant must explain the reason or reasons why he/she is requesting a hearing and why he/she is entitled to relief. Thereafter, the NAHA must justify the NAHA action or inaction against which the grievance is directed. In eviction cases, the NAHA must show that it is justified in proceeding forward with an eviction action on the grounds stated. Tenant will be given the opportunity to show that the eviction is not justified on the grounds stated or that he/she has other defenses to the eviction.
- d. The hearing will be informal, and oral or documentary evidence pertinent to the facts and issues raised by the grievance may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. No evidence may be used by the hearing officer against a Tenant or in any way affect the decision of the hearing officer unless the evidence has been introduced at the time of the hearing. If the NAHA or Tenant denies the other party access to

documents prior to the hearing, those documents may not be used against the NAHA or Tenant.

- e. Grievance hearings will be tape recorded. The NAHA will keep the tapes in a confidential manner, and only the NAHA, hearing officer and Tenant or Tenant's authorized representative will have access to the tapes. Tenant and the NAHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- f. Within 15 days of the hearing, the hearing officer will prepare a written decision, which will include a statement of the findings of fact and specific reasons for the result(s). A copy of the decision will be mailed or delivered to the parties or their representatives and a copy will be kept in the Tenant's file.

- g. Reasonable accommodation

NAHA is required by federal and state law to make adjustments in the grievance process to accommodate the needs of individuals with handicaps. While the NAHA is not required to make adjustments that will change the fundamental nature of the grievance process or that create an undue financial burden, the NAHA will make adjustments in the process when necessary to permit individuals with handicaps to participate in or attend a grievance hearing. Requests for reasonable accommodation will be made in writing if possible, will be directed to the NAHA hearing coordinator and will state specifically the nature of the accommodation requested. For an individual seeking an accommodation that will permit him/her to attend or participate in a specific grievance hearing, the request for accommodation will be made sufficiently in advance of the hearing to permit the hearing coordinator to make appropriate arrangements.

6. APPEALS

- a. If the decision is in favor of the NAHA, Tenant may appeal this decision to the NAHA administrator (or the administrator's designee) in writing within 10 business days of Tenant's receipt of the decision.
- b. If the decision is in favor of the Tenant, NAHA will take all actions necessary to carry out such decision unless NAHA determines and notifies Tenant in writing within 10 business days from the date of the NAHA's receipt of the decision that all or any part of the decision is arbitrary, in excess of the authority of the hearing officer or violates federal, state or local law or regulations and NAHA will seek to have the administrator (or administrator's designee) review the decision.
- c. In either case, the administrator (or administrator's designee) will schedule and hold a hearing within 30 days of receipt of the request and, in the case of an appeal by Tenant, may reverse all or any part of the decision of the hearing officer and/or may modify any assessment of money damages against Tenant and, in the case of an appeal by the NAHA, reverse the decision if the administrator (or administrator's designee) finds that the hearing officer acted arbitrarily, exceeded his/her authority or violated state, federal or local law or regulation.

- d. The administrator (or administrator's designee) will notify Tenant in writing of his/her decision and of the specific reasons for the decision within 15 days of the hearing.

7. AMENDMENT AND CHANGES

No changes or additions to this grievance procedure will be made except by written agreement of management and Tenant or where Tenant is given written notice 30 days in advance of the effective date, that such changes or additions are required to comply with state and/or federal statutes, HUD and/or DHCD regulations or waivers granted by HUD or DHCD pursuant to such regulations.

HMR:djb

HOUSING NEEDS

Housing needs in the jurisdiction. This chart was compiled from Census data. In the impact columns 1 indicates no impact 5 indicates severe impact.

FAMILY TYPE	Overall	Afford.	Supply	Quality	Access.	Size	Location
Income <= 30% AMI	732	5	1	2	1	2	1
Income >30% but <= 50% AMI	288	5	1	2	1	2	1
Income >50% but <80% AMI	59	5	1	1	1	2	1
Elderly	351	5	1	1	1	2	1
Disabled Families	260	n/a	n/a	n/a	n/a	n/a	n/a
White Non-hispanic	1024	n/a	n/a	n/a	n/a	n/a	n/a
Hispanic	23	n/a	n/a	n/a	n/a	n/a	n/a

WAITING LIST

The following chart show the combined wait list data for PHA and HCV.

FAMILY COMPOSITION	# OF FAMILIES	% OF TOTAL FAMILIES	ANNUAL TURNOVER
Income <= 30% AMI	191	86.8	
Income >30% but <= 50% AMI	27	12.3	
Income >50% but <80% AMI	2	1.0	
Families with children	84	38.2	
Elderly Families	19	8.6	
Families with Disabilities	73	33.2	
White, Non-hispanic	179	81.4	
Black Non-hispanic	19	8.6	
Hispanic	1	.5	
Asian	21	9.5	
TOTAL	220		74

The North Adams Housing Authority will seek to improve its performance in meeting the needs of the persons within its jurisdiction by lessening the time apartments are off line, refurbishing apartments to maintain marketability, seek ways to increase the housing stock though its affiliated not for profit.

**NORTH ADAMS HOUSING AUTHORITY
PUBLIC HOUSING LEASE**

1. DESCRIPTION OF THE PARTIES AND PREMISES

The North Adams Housing Authority (“NAHA”) hereby leases to Joanne McNulty (“Tenant”) the following premises under the terms and conditions stated herein:

_____ Street Address _____ Apartment Number _____ Number of Bedrooms

2. AUTHORIZED FAMILY MEMBERS

Except as otherwise provided by a written lease addendum, the individuals listed below will be the only persons authorized to occupy the apartment with the Tenant and will comprise the Tenant’s household. If more than one party signs this Lease as Tenant, the agreements of the Tenant will be the joint and several obligation of all such parties and references to Tenant will include all such parties. Tenant will report any change in household composition within 10 days of said change.

Name	Social Security Number	Age	Gender	Date of Birth

3. TERM OF LEASE; ANNUAL AND INTERIM REDETERMINATIONS

The term of this Lease begins on the date first written above and continues for one year. Annually the lease will automatically be renewed for an additional one-year term unless terminated as provided by this Lease.

4. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

Tenant agrees to pay the monthly rent of \$_____ in advance, on or before the fifth calendar day of each month beginning _____. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. This rent will remain in effect until changed in accordance with NAHA policy.

5. UTILITIES AND APPLIANCES

NAHA will pay the full cost of the following utilities: heat, sufficient hot and cold running water, and workable plumbing and drain facilities. NAHA will maintain outlets and fixtures in safe, working order. NAHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

Tenant will pay the full cost of the telephone and, where metered, electric service in the apartment.

NAHA agrees to provide a refrigerator and a stove in safe condition and working order and appropriate to the size of the apartment. Other major appliances (for example, dryers, freezers) may be installed and operated only with the express written approval of management. Tenant will pay additional monthly charges for use of Tenant-supplied major appliances to the extent permitted by applicable NAHA policy.

The following are the monthly charges for Tenant-supplied appliances; the addition of other major appliances will result in additional charges.

Appliance: _____ Charge: _____

6. ANNUAL AND INTERIM REDETERMINATIONS OF RENT, DWELLING SIZE AND ELIGIBILITY

In accordance with NAHA policy, NAHA will redetermine and adjust Tenant's monthly rent, appropriateness of Tenant's apartment size and continued eligibility for public housing at lease once annually.

For purposes of determination or adjustment of rent and/or for assignment or transfer to a proper size apartment, Tenant agrees to submit, within 30 days after a request from the NAHA, signed, complete, true and accurate statements and/or other information setting forth pertinent facts as to Tenant's household income, employment and household composition. Tenant further agrees to execute documents authorizing release of such information from third parties, pursuant to requirements of state and/or federal law.

Although rent is typically set only at the time of the annual determination, it may be set more often on the basis of changes in the Tenant's household income or composition, in accordance with NAHA policy. Rent increases will be effective the second month after NAHA sends Tenant a notice of rent change. If Tenant fails to report a change requiring a rent increase, rent will be increased retroactively to the second month following the change.

Tenant agrees to pay to NAHA any rent which should have been paid but for misrepresentation of any written information furnished to NAHA in Tenant's application for an apartment, or in substantiating documentation, or in any documentation submitted on a redetermination, or for Tenant's failure to supply, in a timely manner, documentation requested by NAHA on a redetermination.

When household income decreases, rent will be decreased if requested by Tenant and if such rent decrease is in accordance with NAHA policy. Rent decreases will be effective either as of the current month in which the change in circumstances is reported (if reported by no later than the fifteenth day of the month) or as of the first day of the next month after the change in circumstances is reported (if reported after the fifteenth day of the month). NAHA may delay processing the rent decrease until Tenant provides adequate verification of such change in circumstances justifying the decrease, but, once verifications have been provided, the rent change will be made effective immediately.

If household income derives in whole or in part from benefits from welfare or public assistance from a state agency under a program for which the federal, state or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the household in an economic self-sufficiency program or a work activities requirement and household income decreases as a result of failure to comply with the conditions of said program or requirement, rent will not be decreased during the period of such income reduction (to the extent that the decrease in income is a result of the benefits reduction), in accordance with NAHA policy and 42 U.S.C. §1437j(d). If such household income decreases as a result of fraud under said program or requirement, rent will not be decreased during the period of such income reduction (to the extent that the decrease in income is a result of the benefits reduction), in accordance with NAHA policy and 42 U.S.C. §1437j(d). NAHA will not make any determination regarding non-compliance or fraud under such a program or requirement until NAHA receives written notification from the relevant public agency specifying that household benefits have been reduced because of such non-compliance or fraud.

The NAHA will consider any decrease in income that results from the reduction of any welfare or public assistance benefits received by residents under any federal, state or local law regarding a program for such assistance if Tenant has complied with the conditions for receiving such assistance and is unable to obtain employment notwithstanding such compliance, pursuant to 42 U.S.C. §1437j(f). A reduction in benefits resulting from the expiration of a lifetime time limit for a household receiving said benefits will not be considered as a failure to comply for purposes of this section.

Before any change in Tenant's rent is made, Tenant will be notified by a written notice of rent adjustment containing the following information:

- a. The new rental amount and the date it will be effective;
- b. The amount of Tenant's household income, household composition and other facts considered by NAHA in determining Tenant's new rent; and

- c. Tenant's right to and the method of obtaining a timely hearing under the grievance procedure.

7. TRANSFERS

Tenant may transfer from the apartment subject to the requirements and procedures of NAHA policy. If NAHA determines that the size of the dwelling unit is no longer appropriate, NAHA will endeavor to find an appropriate unit within the development and Tenant will be required to transfer to said unit within a reasonable time.

When required by and in accordance with NAHA policy, NAHA is authorized to transfer Tenant. Transfer will be to an appropriate-size apartment based on household composition, upon appropriate notice by NAHA that such an apartment is available.

If Tenant or any member of Tenant's household is not a qualified individual with a handicap, NAHA is authorized to transfer Tenant to an appropriate-size apartment if Tenant's current apartment is needed by the NAHA as a reasonable accommodation for another NAHA resident who is a qualified individual with a handicap.

In accordance with NAHA policy, NAHA is authorized to transfer Tenant to another apartment if NAHA determines that a transfer is necessary to protect Tenant's health and safety, or if NAHA determines to close Tenant's building or apartment.

8. OCCUPANCY OF APARTMENT

Tenant agrees not to assign this lease, not to sublet or transfer possession of the apartment, not to take in boarders or lodgers and not to use or permit the use of the apartment for any purpose other than as a private dwelling solely for Tenant and the individuals specifically listed on this lease or listed in a subsequent lease addendum. With the prior written approval of the NAHA, which may not be unreasonably withheld, members of Tenant's household may engage in legal profit-making activities incidental to the primary use of the apartment for residence by the household, so long as suitable general liability insurance is provided and activities comply with any applicable zoning requirements, as well as federal, state and local licensing requirements and will not cause or be likely to cause disturbance or inconvenience to neighbors, will not significantly increase NAHA's utility bills and will not cause other additional expense to NAHA.

Tenant will not permit the apartment to be occupied by anyone else, except temporary visitors, no one of whom may occupy the apartment for more than a total of 21 nights within any 12-month period, unless the NAHA for good cause otherwise consents to a longer period in writing before the expiration of 21 nights or such longer period as may have been authorized, or unless the visitor is first determined to be part of the household according to NAHA policy, or unless Tenant has submitted an application to add the visitor to Tenant's household and approval of such application is pending. Pursuant to NAHA policy and with the prior written consent of the NAHA, which will not be reasonably withheld, Tenant may provide care for foster children or allow occupancy by a live-in caretaker (as defined by NAHA policy) of a member of Tenant's family.

Each household member is required to reside in the unit for at least nine months in any 12-month period unless the NAHA has found good cause for an absence of longer than three months. "Good cause" will include, but not be limited to, hospitalization, employment in another location or temporary placement in foster care. Household members who are absent from the household due to attendance at an educational institution or due to military service are exempt from this provision upon verification of attendance at such institution or of military service.

9. RESIDENT OBLIGATIONS

During the term of this Lease, Tenant agrees to:

- a. Conduct himself/herself and cause other household members and any persons who are on or about the premises with Tenant's consent to conduct themselves in a manner which will not disturb any other resident's or neighbor's peaceful enjoyment of his/her accommodations; will not harass, injure, endanger, threaten or unreasonably disturb any other resident, any NAHA employee or any other person lawfully in the unit or on the NAHA's property or residing in the immediate vicinity of the NAHA's property; will not cause damage; and will be conducive to maintaining the development in a decent, safe and sanitary condition;

- b. Conduct himself/herself and cause other household members and any persons who are on or about the premises with Tenant's consent to conduct themselves in a manner which will not violate the civil rights of any other resident, guest, NAHA employee or other person lawfully on NAHA property;
- c. Keep the apartment and such other areas as may be assigned for Tenant's use in a clean and safe condition;
- d. Remove promptly snow, ice, trash and other obstructions from entrance walks and other areas for Tenant's exclusive use; keep private yards free of all hazards; and keep the grass and plants therein watered, weeded and trimmed in all row houses, condominiums, townhouses and wherever there are individual entrances;
- e. Notify NAHA promptly of known needs for repairs or maintenance to the apartment and to the common areas or grounds;
- f. Place all garbage and refuse from the apartment in secured bags, and place all bags in dumpsters or receptacles provided by NAHA at locations designated by the NAHA and otherwise comply with any and all garbage disposal rules set forth by NAHA management and with local civil ordinances;
- g. Pay promptly, upon receipt of a bill, for lock replacements and for the cost of all materials and/or labor for repair of any damage to NAHA property caused by the negligence or intentional acts of Tenant, a member of Tenant's household or a guest; the bill will clearly state the items of damage, the repairs made and the cost of labor and materials; the bill will not become due and payable before the first day of the second month following the month in which the charge is incurred;
- h. Keep any pet, either within the Apartment or within the development, only as provided for in the then currently applicable NAHA Pet Policy and pursuant to applicable law;
- i. Leave the apartment, appliances and exclusive use areas furnished by the NAHA, upon termination of the Lease, in as good condition as they were upon the commencement date of the Lease or as of the date of installation by NAHA, normal wear and tear and loss by fire or other casualty not caused by Tenant excepted;
- j. Install no lock and make no alteration or addition to the interior or exterior of the apartment or any building without the prior approval of the NAHA, which approval may not be unreasonably withheld. Any alteration or addition which is affixed to the apartment and which cannot be removed without permanent damage to the apartment will become the property of NAHA without compensation to the Tenant. However, with the written approval of the NAHA, which approval may not be unreasonably withheld, Tenant will have the right to remove alterations or additions to the extent that no permanent damage results and provided that Tenant fully restores the apartment to its original condition;
- k. Refrain from installing any major appliance such as air conditioners, washers, dryers, freezers or any heavy item, such as a waterbed, without prior written approval of NAHA, which may not be unreasonably withheld;
- l. Refrain from installing, placing, storing, constructing, erecting, maintaining or using any swimming pool, wading pool, children's pool or any other type of pool anywhere on NAHA property;
- m. Abide by all reasonable policies promulgated by the NAHA for the benefit and well being of the housing development and all the residents;
- n. Assume and pay the rent and other charges due, if any, under previous NAHA tenancy;
- o. Properly use and care for the plumbing and other utility services, and keep all smoke detectors and other fire safety equipment in the unit unobstructed, and do nothing to render any such detector or other fire safety equipment in the unit obstructed, and do nothing to render any such detector or other fire safety equipment in the unit inoperational, and give prompt notice if any equipment is inoperational;

- p. Sign a new lease, addendum or other documentation whenever necessary to reflect a redetermined rent, change in household size or composition, or change in terms and conditions of tenancy;
- q. Refrain from engaging in, and cause members of Resident's household, any guest or any other person under Resident's control to refrain from engaging in any criminal or illegal activity.
- r. Comply with the provisions of the NAHA's community service policy and 42 U.S.C. 1437(j)(c). In the event of failure by Tenant or any non-exempt adult member of Tenant's household to cure non-compliance of this requirement within the period and in the manner specified by the NAHA's community service policy and 42 U.S.C. 1437(j)(c), NAHA will not renew this Lease and will proceed to terminate the Lease as provided herein.
- s. The following activities are grounds for termination of this Lease:
 - i. Any criminal, illegal or other activity which threatens the health, safety or right to peaceful enjoyment of public housing premises by another resident or NAHA employee or any person legally on the premises or which threatens the health or safety of any person residing in the immediate vicinity of the public housing premises;
 - ii. Any violent or drug-related criminal activity on or off NAHA property or any activity resulting in a felony conviction;
 - iii. Serious or repeated violation of the material terms of this Lease.

10. NAHA OBLIGATIONS

NAHA will at all times and at NAHA's expense:

- a. Permit Tenant to quietly and peaceably enjoy the leased premises, respecting Tenant's right to privacy;
- b. Not unreasonably deny Tenant's request either for a rent extension for a reasonable period of time or to establish a reasonable written payment plan for overdue rent, provided that Tenant shows good cause for failing to make timely rent payments, is otherwise a tenant in good standing and has not previously requested a rent extension or payment plan. If Tenant fails to adhere to the terms of said rent extension or written payment plan, the NAHA will proceed with summary process action against the Tenant;
- c. Deliver the apartment at initial occupancy in decent, safe and sanitary condition in conformity with the requirements of Chapter II of the State Sanitary Code and other local, state and/or federal laws and regulations:
 - i. To provide and maintain in good condition the facilities capable of supplying heat in compliance with the State Sanitary Code and to supply such heat unless and to the extent the Tenant is required to supply the fuel;
 - ii. To provide and maintain in good condition the facilities capable of heating water to a temperature compliant with the State Sanitary Code and to supply a sufficient quantity and pressure of water for ordinary use unless and to the extent the Tenant is required to supply the fuel;
 - iii. To provide extermination of the entire development at regular intervals and more often as needed;
- d. Provide reasonable snow removal measures for common pedestrian, driving and parking areas; provide reasonable maintenance of common areas and common grounds, not including any yard for which a resident has maintenance responsibility;
- e. Provide a refrigerator and stove;
- f. Install a new lock or cylinder when a new Tenant moves in;

- g. Notify Tenant, in writing, of the specific grounds for any proposed adverse action against Tenant by NAHA and notify Tenant of Tenant's right to request a hearing and the time period in which to make such a hearing request if NAHA's grievance procedure requires the NAHA to afford Tenant the opportunity for a hearing;
- h. Use best efforts to complete all non-routine, non-emergency repairs of the apartment, common areas and grounds within 30 days after receiving notice;
- i. Use best efforts to complete emergency repairs of defects which NAHA determines pose an immediate and serious threat to health or safety of Tenant's household within 24 hours after receiving notice;
- j. Respect the confidentiality of records of residents in accordance with statutes, regulations, executive orders, and rules and regulations relating thereto;
- k. Process applications and rent determinations in a timely and proper fashion; and
- l. Commence eviction proceedings against other residents or their household members whose conduct or the conduct of their guests has jeopardized the health or safety of Tenant, household members, other NAHA residents or NAHA employees.

11. DEFECTS, HAZARDOUS TO LIFE, HEALTH OR SAFETY; RENT ABATEMENT

If the apartment is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:

- a. Tenant will immediately notify NAHA of the damage;
- b. NAHA will be responsible for repair of the apartment within a reasonable time; provided that, if the damage was caused by Tenant, a member of Tenant's household or Tenant's guest, the reasonable cost of the repairs will be charged to and paid by Tenant;
- c. NAHA will offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and
- d. NAHA will abate Tenant's rent for the apartment in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made within a reasonable time, except that no abatement of rent will occur if Tenant rejects an alternative accommodation or if the damage was caused by Tenant, a member of Tenant's household or Tenant's guest.

12. TERMINATION/NON-RENEWAL OF LEASE

- a. This lease may be terminated by Tenant at any time by giving 30 days written notice by the first day of the month.
- b. The NAHA will give written notice of lease termination in all cases. The notice will be given the following periods in advance of termination:
 - i. 14 days in the case of failure to pay rent;
 - ii. A reasonable time considering the seriousness of the grounds for termination (but not to exceed 30 days when the health or safety of other residents, NAHA employees or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction; and
 - iii. 30 days in any other case.
- c. The written notice of Lease termination will state specific grounds for termination will inform Tenant of Tenant's rights to make such reply as Tenant may wish, to examine relevant NAHA documents in Tenant's file concerning the termination, and to request a hearing in accordance with NAHA's Grievance Procedure if NAHA's Grievance Procedure requires the NAHA to afford Tenant the opportunity. In cases where the NAHA annuls and makes void this Lease as

authorized by G.L. c. 139, § 19, the notice will state the specific grounds for the termination, will specify that eviction will proceed in court under G.L. c. 239 or by commencing action for declaratory judgment as provided in G.L. c. 139, § 19, and that the U.S. Department of Housing and Urban Development has determined that these eviction procedures contain the elements of basic due process.

- d. If this Lease expires and is not renewed due to Tenant's failure to comply with, or the failure of any member of Tenant's household to comply with, the NAHA's community service policy and 42 U.S.C. 1437j(c), the NAHA will give Tenant 30-days notice to vacate. Such action will be subject to NAHA's grievance procedures. If NAHA's action is upheld by grievance hearing, NAHA will proceed to recover possession of the premises in accordance with G.L. c. 239.
- e. This Lease may not be terminated by the NAHA except for one of the following reasons:
 - i. Nonpayment of rent;
 - ii. Serious damage and likelihood of repeated damage to the apartment or common areas;
 - iii. Failure to maintain the apartment in accordance with customary standards of cleanliness, health and safety;
 - iv. Income and/or assets that exceed the maximum allowable under NAHA policy;
 - v. A serious misrepresentation of any fact required to be submitted as part of an application of admission or continued occupancy;
 - vi. Failure to provide timely and complete documentation regarding income, deductions and/or family composition, or failure to sign a release allowing NAHA to obtain third-party verification of information supplied by Tenant;
 - vii. Failure to transfer to another apartment when required to do so by NAHA policy;
 - viii. Commission by the Tenant, a member of Tenant's household, Tenant's guest or other person under Tenant's control of:
 - (1) Any criminal or other activity which threatens the health or safety of another resident or an NAHA employee, or which threatens their rights to peaceful enjoyment of public housing premises, or which threatens the health or safety of any person residing in the immediate vicinity of the public housing premises;
 - (2) Any violent or drug-related criminal activity on or off NAHA property;
 - ix. Tenant, or any other member of Tenant's household or person who is on or about the premises with Tenant's consent, violates or interferes with the civil rights of another resident, a guest of another resident, an NAHA employee or any other person lawfully on NAHA property;
 - x. Interference with the health, safety or right to peaceful enjoyment of NAHA property by another resident, due to illegal use or pattern of illegal use of a controlled substance, or abuse or pattern of abuse of alcohol by Tenant or a member of Tenant's household;
 - xi. Refusal to sign a new lease, addendum or other documentation as necessary to reflect a predetermined rent, change in household size or change in terms and conditions of tenancy, or any other changes required by law or authorized by paragraph 17;
 - xii. Violation of any of the material terms of this Lease;

- xiii. Material failure to comply with any decision of the NAHA grievance hearing officer;
- xiv. Fleeing to avoid prosecution or custody or confinement after conviction under the laws of the place from which the Tenant flees, for a crime or attempt to commit a crime which is a felony under the laws of the place from which Tenant flees or violating a condition of probation or parole imposed under federal or state law;
- xv. Tenant currently residing in federal housing or any member of such Tenant's household is determined to have ever been convicted of drug-related criminal activity for manufacture, production or sale of methamphetamine on the premises of any federally assisted housing;
- xvi. Abandonment of the apartment;
- xvii. Failure to comply with the terms of the NAHA's then currently effective pet policy.

13. NAHA COMMUNITY SERVICE POLICY

Tenant, and each adult member of Tenant's household, must either:

- a. Contribute eight hours per month of community service (not including political activities) within the North Adams, Massachusetts community; or
- b. Participate in an economic self-sufficiency program, unless he/she exempt from this requirement.

All provisions of this Lease related to the NAHA's community service policy which are not in effect at the time this Lease is executed will go into effect and become binding upon the parties once said community service policy is adopted and after 30-days notice by NAHA to Tenant that such policy has been adopted and its provisions are in effect.

14. LEGAL NOTICE

- a. Any notice to tenant required by law or provided in this Lease will be sufficient, and Tenant agrees it will constitute proper notice if in writing; and
 - i. Sent by first class mail, properly stamped and addressed, to the Tenant at his/her address with a proper return address;
 - ii. Given to any adult person answering the door at the apartment and mailing a copy;
 - iii. If no adult responds, by placing the notice under or through the door, if possible, and mailing a copy; or
 - iv. By such other means of service permitted by applicable law.
- b. Notice to NAHA will be sufficient if:
 - i. In writing; and
 - ii. Delivered to the local management office or sent by first class mail to the development manager at the local management office.

15. PROPERTY LEFT UPON VACATING; ABANDONMENT

- a. If Tenant has been evicted by court order, any personal property of Tenant and members of Tenant's household which has been left in the apartment will be removed from the apartment, stored and thereafter disposed of in accordance with state law. Tenant will be liable for the actual costs of storage, packing, moving, and sheriff/constable costs in accordance with State law.
- b. If Tenant and all members of his/her household have vacated the apartment after giving a termination notice or after NAHA has given a termination notice and

personal property of Tenant and members of Tenant's household has been left in the apartment, NAHA may treat this property as abandoned and dispose of it.

- c. If it appears to NAHA that Tenant and all members of his/her household have abandoned the apartment without notice, NAHA will send notice to Tenant in accordance with this Lease and the grievance procedure terminating the Lease based upon apparent abandonment of the apartment. Should Tenant not respond to such notice prior to the termination date, NAHA may treat personal property left in the apartment as abandoned and dispose of it.
- d. Before NAHA disposes of Tenant's personal property, NAHA will notify Tenant and the emergency contact person(s) designated by Tenant, if any, to receive such notice, by first class mail, properly addressed and stamped, to the last known address for such person(s), that:
 - i. The tenancy has been terminated and Tenant has left personal property in the apartment;
 - ii. Tenant or Tenant's designee has 15 days from the date the notice is sent in which to remove the personal property before it is disposed of as abandoned property; and
 - iii. Tenant is liable for use and occupancy of the apartment for the period of time that the property remains in the premises.
 - iv. NAHA may make reasonable arrangements with Tenant or Tenant's designee to extend the period to remove the property for good cause shown.

16. LEGAL COSTS

All legal costs, fees and charges authorized by law and actually incurred by the NAHA in connection with any court action brought against the Tenant will be charged to the Tenant, and the Tenant hereby agrees to pay the same if the NAHA prevails in court. Legal costs, fees and charges will include all court costs and other expenses incident to the court action.

17. INSPECTIONS

NAHA and the Tenant will inspect the apartment in the following circumstances:

a. Pre-occupancy Inspection

After the signing of this Lease and before the Tenant moves in, NAHA and the Tenant or the Tenant's designated representative will inspect the apartment, and NAHA will provide the Tenant with a written statement of conditions concerning the apartment and the equipment in it. The statement of conditions will be signed by both the NAHA and the Tenant or Tenant's designated representative and a copy of the statement will be retained by NAHA in the Tenant's folder.

b. Annual Inspections

NAHA will conduct an annual living unit inspection in accordance with NAHA policy. The Tenant will receive a copy of the living unit inspection, and one copy will be placed in the Tenant's file.

c. Termination Inspection

In cases where the Tenant vacates voluntarily, NAHA and the Tenant or the Tenant's designated representative will inspect the apartment, and NAHA will provide the Tenant with a written statement of conditions which will list:

- i. All unpaid charges for previous repairs and/or unpaid rent; and
- ii. All charges for repairs required to put the apartment in as good condition as it was on the date the pre-occupancy inspection statement of conditions was signed or as it was subsequently put in by NAHA, reasonable wear and tear excepted.

d. Other Inspections

Other inspections deemed necessary by the NAHA to ensure that the apartment is safe, sanitary and in good repair.

18. NAHA ENTRY OF PREMISES DURING TENANCY

- a. NAHA may enter the premises during reasonable hours with the permission of the Tenant or 48 hours after providing written notice to the Tenant to perform routine inspections, scheduled maintenance or modernization work, extermination of pests or insects, routine maintenance in response to non-emergency work orders, or for the purpose of showing the premises. NAHA must leave at the apartment a written statement of the date, time and purpose of entry, including repairs made, prior to leaving the premises. Such statement must be signed by the person making entry.
- b. NAHA may enter the apartment at any time without advance notice when there is reasonable cause to believe that an emergency exists. An emergency is a condition which poses an immediate danger to the life, health or safety of a person or which presents a risk of significant damage to property, including but not limited to leaking gas, leaking water, open flame, smoke, odor emanating from apartment, medical illness of a resident who may not be able to call for help, evidence that a child or children under the age of 10 have been left alone, or cases of emergency work orders. Whenever possible, NAHA will make a reasonable effort to contact Tenant prior to an emergency entry. In all such emergency cases, NAHA must leave at the apartment a written statement of the date, time and purpose of entry, including repairs made, prior to leaving the premises. Such statement must be signed by the person making entry.
- c. NAHA may enter the apartment in accordance with a court order or if the apartment appears to have been abandoned by Tenant.

19. GRIEVANCE PROCEDURE

All grievances arising under this lease may be resolved in accordance with the NAHA's then applicable grievance procedures and policy. A copy of said grievance procedure is attached hereto.

20. NAHA POLICY

All NAHA written policies duly promulgated for the benefit and well being of the housing development and the residents, which are not inconsistent with the provisions of this Lease, are specifically incorporated into this Lease by reference as if fully set forth. Such policies will be available for review promptly upon request at a central location and at local development offices.

21. CHANGES

No changes or additions to this Lease will be made except by written agreement of management and Tenant or where Tenant is given written notice 30 days in advance of the effective date that such changes or additions are required to comply with federal or state statutes, regulations or waivers granted by federal or state authorities pursuant to such regulations.

IN WITNESS WHEREOF, the parties have executed this lease agreement this _____ day of _____, _____, at North Adams, Massachusetts.

NORTH ADAMS HOUSING AUTHORITY

Tenant

By _____
Its Executive Director

HMR:djb

NORTH ADAMS HOUSING AUTHORITY PET POLICY

Introduction

This policy establishes the rules and conditions under which a pet may be kept in North Adams Housing Authority (“NAHA”) family developments. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, NAHA employees and the public and to preserve the physical condition of NAHA property.

Under 24 CRF § 960.705, this policy does not apply to assistive animals that reside in public housing or that visit NAHA properties. It does not limit or impair the rights of persons with disabilities or affect any authority the NAHA has under other legal provisions to regulate animals that assist person with disabilities.

Individual developments may designate selected common areas as no-pet areas, provided that the rules governing these areas are reasonable and do not conflict with any federal, state or local law or regulation governing the owning and keeping of pets in dwelling accommodations (apartments) and the essential terms of this policy.

Violations of this policy shall be considered a violation of a material term of the lease. The development manager may require the removal of a pet upon violation of these rules or may commence eviction procedures. The appeal procedures that apply to other eviction actions, including the right to a grievance hearing, shall apply to violations of these rules.

Any animal found in NAHA owned or managed outdoor or common areas without a proper license, tags and restraint shall be reported to the City of North Adams animal control officer or other applicable authority for its removal.

Definitions

Pet – a domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog or canary is an example of a domesticated animal that is commonly kept as a household pet. A monkey, snake or spider is an example of an animal that is not commonly kept as a household pet in the community.

Assistive animal – an animal which provides assistance, service or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An assistive animal will be counted in the number of pets kept in a household.

Types and Number of Pets Allowed

1. A maximum of two pets: a cat or a dog, and either a caged bird or birds, or a fish tank not to exceed 20 gallons will be allowed in studio and one- and two-bedroom apartments. However, in place of the fish tank or the bird cage an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, ferrets or gerbils may be kept. A maximum of three pets: a cat or a dog, a caged bird or birds, and a maximum 20 gallon fish tank will be allowed in apartments of three bedrooms or more. Again, in place of the

fish tank or the bird cage an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, ferrets or gerbils may be kept. A reasonable number of fish or other animals appropriately kept in an aquarium (such as a frog or iguana) will be permitted in a maximum 20 gallon fish tank. A reasonable number shall be in the number of animals or fish that may be kept in a similarly sized cage or tank as recommended by a veterinarian.

Tenants who own more than the number of pets permitted at the time this policy is implemented may keep those pets as long as they were kept in compliance with a preexisting pet policy for their development. This exception applies only to the currently owned pets; therefore, when one currently owned pet leaves the household, the resident may not replace the pet but must comply with the new policy.

2. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition deemed by management to be potentially harmful to the health and safety of others are prohibited.
3. Livestock; poisonous reptiles, amphibians or fish; rodents except for hamsters, guinea pigs or gerbils; snakes; birds of prey; insects; and arachnids are strictly prohibited. Also prohibited are Doberman pinschers, pit bulls, rottweilers and any mixed breed dog with identifiable characteristics specific to one of these breeds. Currently owned pets of these breeds or types will not be permitted to stay.

No pet will be permitted which is expected to exceed 50 pounds in weight at maturity. All dogs and cats over the age of six months must be spayed or neutered unless the tenant provides a certification from a licensed veterinarian that such procedure would jeopardize the medical well being of the pet.

Pet Ownership Rules

1. A tenant who desires to acquire a new pet, keep an existing pet or add any new pet in a manner consistent with these rules must apply in writing at his/her development management office on the appropriate form provided by the NAHA. The form shall be available at the management office. The tenant shall provide with the application: (a) an identifying description of the pet accompanied by a photograph if the pet is a dog, (b) certificates of spaying or neutering of dogs and cats and the inoculations required by law, (c) in the case of a dog, a copy of the current license required by law, (d) the name and phone number of a contact person who can be called upon to care for the pet in an emergency, and (e) a non-refundable pet ownership fee of \$25 in the form of a money order or bank check made payable to the North Adams Housing Authority.

A tenant who wishes to keep a currently owned pet must provide the information listed above if he/she was not previously required to do so. No pet ownership fee will be required of tenants who are registering currently owned pets that were in compliance with any development pet policy.

2. The tenant will be responsible for proper care, including but not limited to flea control and yearly inoculations (certifications of which must be presented to the manager), and compliance with all applicable state and federal statutes, city ordinances and NAHA rules and regulations.

3. The tenant will keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the apartment in sanitary condition at all times.
4. The tenant will be responsible to clean up after his/her pet anywhere on NAHA property, including carrying a so-called "pooper scooper" and disposable plastic bag any time the pet is outside the apartment. Pet waste will be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter will not be deposited in the toilet.
5. The tenant will keep his/her pet inside the apartment at all times except for transportation on and off NAHA property and daily walks for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets will be in suitable portable cages when outside the apartment. No animal will be tied or chained outside the apartment.
6. Dogs and cats will wear a collar with a tag identifying the pet and its owner, with name, address and telephone number. This tag will be required in addition to license (in the case of dogs), rabies vaccination and any other tag required by law.
7. The tenant will pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage caused by his/her pet.
8. The tenant will be responsible for any pet-related insect infestation and will pay promptly, upon receipt of the bill, for all materials and/or labor used for necessary extermination.
9. No pet is to remain unattended, without proper care, for more than 24 hours. The tenant will designate one or more persons as an emergency contact that can tend to the pet if the tenant is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours and an emergency contact cannot be located, management will report the matter to the Massachusetts Society for the Prevention of Cruelty to Animals or other applicable authority for its removal. If necessary, management will enter the apartment, as in an emergency, to rescue the animal.
10. The tenant will be responsible for insuring that the rights of other tenants to peace and quiet enjoyment, health and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes or other nuisance.
11. The tenant will be responsible for disposing of pet remains in accordance with federal, state and local laws, rules and regulations.
12. The tenant will allow the NAHA to inspect his/her unit as required to ensure compliance with these rules.
13. A copy of these rules will be given to every tenant who registers a pet, and additional copies will be available at the management office at each development.
14. The development manager will be responsible for maintaining records required by this policy, including all pertinent pet related information and documents supplied by tenants, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.

15. All complaints by other tenants or NAHA personnel regarding pets will be referred to the development manager.
16. These rules may be amended from time to time by the NAHA pursuant to NAHA policy and in compliance with all relevant statutes and regulations.
17. Tenants are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal will constitute keeping an animal without approval of the NAHA.
18. Tenants will not alter their apartment, patio or other area on NAHA property to create an enclosure for a pet.
19. Tenants are entitled to request a grievance hearing pursuant to NAHA grievance procedure with regard to any dispute they may have with the NAHA arising under this policy. Applicants are entitled to request review if they disagree with an NAHA decision under this policy pursuant to the procedures of the NAHA applicant review procedure.

Determination of No-Pet Zones

Individual developments may establish reasonable no-pet zones in areas such as playgrounds or other common areas with the approval of the manager, local tenant task force and regional manager. NAHA shall post such areas as no-pet zones.

Lease Enforcement and Eviction Policy for Unauthorized Pets or Other Violations of this Policy

1. All lease enforcement and/or eviction actions taken as a result of this pet policy will comply with the NAHA's lease and grievance procedures.
2. All violations of this pet policy will be dealt with as a material violation of the lease and appropriate lease enforcement actions up to and including eviction will be taken. In addition, if the housing authority, through the development manager, determines that the presence of a pet constitutes a risk of damage to NAHA property or creates a threat to the health and safety of any member of the public housing community, including tenants, household members, guests and/or employees, NAHA may require the removal of the tenant's pet upon 48 hours written notice. Failure to comply with this notice will be deemed a violation of the tenant's lease obligations. Any violation will give rise to all appropriate remedies under the lease, including eviction proceedings. In the case of a vicious dog, the housing authority may make a complaint to the City of North Adams animal control officer.
3. After an unauthorized pet has been seen, a letter of violation will be given to the tenant. This letter will state that a tenant must remove the pet within seven days or eviction proceedings will commence. Seven days after this letter is given to the tenant, the manager will inspect the apartment and verify whether or not the pet is gone.
4. If the tenant still has the pet or has not otherwise responded to the seven day letter, the tenant will be served with a notice of a private conference. If the tenant fails to respond to the private conference, a 30-day notice to quit will be issued. If the tenant responds, at the conference the tenant must agree to correct the lease violation, provide alternative

evidence and/or explanations that the violation has not taken place, already have corrected the problem or follow the procedures in this policy to apply to have a pet. The manager will follow up to verify that the tenant has removed the pet or otherwise complied with this policy. Should the tenant refuse to comply or if he/she has been a repeat offender of the pet policy, the manager will proceed with eviction.

5. An applicant who rejects an offer of housing because of a refusal to comply with the pet policy will not be allowed to apply for a “good cause” exception. All applicants are subject to the pet policy and may not move in with a pet that is not in compliance with that policy.

HMR:djb

NORTH ADAMS HOUSING AUTHORITY
COMMENTS OF THE RESIDENT ADVISORY BOARD
Attachment L

The Resident Advisory Board of the North Adams Housing Authority met on November 14, 2008 at 3:00 P.M., in the office conference room. Present were members Rose Carsten, Leslie Ederski, Pearl Mullett, Norma Scott, Lisa LaBonte and Jim Baldwin.

Copies of this and last year's report were distributed along with a summary table of recent and near future Capital Fund activity. Last years activity was reviewed. Mr. Baldwin spoke at length on the subject of Energy Performance Contracts which he would like to initiate in the coming year. Also discussed was the current state of the authorities buildings and what some alternatives may be to improve them.

The Board reviewed the Capital Fund work schedule. There was general agreement that the listed projects were a timely and practical use of this resource. There were no recommendations of additions or deletions. The Board also recommended the submission of the 2008 Annual and Five Year Plan as drafted.

Adjourned 4:15 P.M.

Respectfully submitted
Jim Baldwin

SIGNIFICANT AMENDMENT – SUBSTANTIAL DEVIATION DEFINED

Significant Amendments and substantial deviation to the Public Housing Authority's Plan are defined as follows: changes to rent or admissions policies or organization of the waiting list; additions of non-emergency work items (items not included in the current Annual Statement or Five-year Action Plan) or change in the use of replacement reserve funds under the Capital Fund; additions of new activities not included in the current PHDEP Plan; and any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

VIOLENCE AGAINST WOMEN POLICY

Currently, the North Adams Housing Authority's only policy regarding domestic violence is to provide a preference for our public housing. Recently, we were able to use this preference to house a woman and 2 children who would have otherwise not qualified to be housed at that time.

During calendar 2009 we will be providing a forum for speakers to come to the Housing Authority and to address residents regarding the options available to domestic violence victims. As we move forward the Housing Authority will take a much more proactive role in providing information and services to victims of domestic violence.